

BALMER LAWRIE & CO. LTD. Temperature Controlled Warehouse

[Survey no 833, Village and Mandal Medchal,
Kishtapur Road, Ranga Reddy District, Telangana 501401
Phone No 9676505656
E-mail:[addagiri.n@balmerlawrie.com]
CIN-LI5492WB1924GOI004835

TENDER NO: BL/LI/TCW/HYD/ 002 dt 06/07/2017

TECHNICAL / COMMERCIAL BID

Tender Document for

[Tenders for Design, Supply, Installation, Testing and Commissioning of RO (Reverse Osmosis) Plant for Temperature Controlled Warehouse at Medchal]

[DUE DATE & TIME: 21/07/2017 at 17.00 Pm]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Scope of Work	6
4	General Terms and conditions	7
5	Declaration accepting terms & conditions by bidder	16
6	Particulars of the organization	17
7	Price Bid	18

NOTICE INVITING TENDER

M/S BALMER LAWRIE & CO. LTD invites online bids from experienced, competent and resourceful contractors with sound technical and financial capabilities for Supply, Installation, Testing and Commissioning of RO (Reverse Osmosis) plant for Temperature Controlled Warehouse at Medchal, Hyderabad in Telangana State.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal https://balmerlawrie.eproc.in. The tender has to be submitted online.

S. No	Description	Details
1	Name of Work	Design, Supply, Installation, Testing and Commissioning of RO (Reverse Osmosis) Plant for Temperature Controlled Warehouse at Medchal
2	Tender No	BL/LI/TCW/HYD/002 DT. 06/07/2017
3	Validity Of Offer	90 days from the date of opening of the Technical bid
4	Completion Period	6 Weeks from the date of placement of P.O. or LOI whichever is earlier.
5	EMD	Rs. 3000.00 (MSMED/NSIC Vendors are exempted)
6	Downloading / Submission of Tender :	
	a. Starts on	06/07/2017 AT 17.00 PM
	b. Closes on	21/07/2017 AT 17.30 PM

1 LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- a. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- b. Income Tax PAN number
- c. Service Tax Registration Number / VAT Registration no/ GST Registration No as applicable.
- d. Charted accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

2 VERIFICATION OF DOCUMENTS

- a) Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the etender towards ascertaining their qualification.
- b) Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c) Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d) Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e) Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, and criminal prosecution or any other action as deemed fit may be initiated.
- f) Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

<u>SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER</u>

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal https://balmerlawrie.eproc.in Interested parties have to submit an interest free EMD of Rs.[3000/- (Rupees THREE thousand only)] by Demand Draft/Pay Order at our above address. The DD/PO EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at [Mumbai]. Parties with Valid MSMED/ NSIC Certificates are exempted from EMD. SCT/ST Category having MSMED/NSIC certificate should specifically mention. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our given address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the etendering site https://balmerlawrie.eproc.in in a secure and transparent manner which maintains confidentially and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal https://balmerlawrie.eproc.in where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through https://balmerlawrie.eproc.in

Bidders may contact the following resource persons for any assistance required in this regard.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST

(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)

Please email your issues before your call helpdesk. This will help us serving you better.

Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Ravi Gaiwal	Ravi.gaiwal@c1india.com	02266865611
Ritabrata Chakraborty	ritabrata.chakraborty@c1india.com	+91-97487 08094
Ujjal Mitra	ujjal.mitra@c1india.com	+91-77026 69806
Tirtha Das	Tirtha.das@c1india.com	+91-9163254290

1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- 2.2 Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- 2.3 No Printed or posted Bids / offers shall be accepted.
- 2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.5 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- 2.6 Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 2.7 The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

SCOPE OF WORK

The scope of work shall be Design, Supply, Installation, Testing and Commissioning of RO System. The product should be at the rate of 3 Litres per hour. If any chemicals are required to be used for filtration should be supplied for one year period. The bidder should give all the technical details including the requirement of chemicals or other such things for smooth functioning of the system. The water quality of the product shall be as per Annexure -1.

GENERAL ONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

PRE-QUALIFICATION CRITERIA

- A. The bidder should have a minimum experience of 10 years in manufacturing similar type of Plants as mentioned in the technical specification and a copy of registration should be attached.
- B. Average annual turnover of the bidder shall be minimum of INR. 42 Lacs during last three financial years ending 31stMarch, 2016.
- C. The bidder should have successfully executed work for Supply and Commissioning of RO (Reverse Osmosis) plant of the following values during past seven years ending 30 hov, 2015.
 - a. 3 jobs each of value not less than INR. 3.00 Lacs or
 - b. 2 jobs each of value not less than INR. 5.00 Lacs or
 - c. 1 job of value not less than INR. 6 Lacs.

Note: - If the bidder's accounting currency is other than the INR then the above value should be equivalent in their currency.

Copy of work orders and completion certificates from the owner or from their consultant should be enclosed as supportive documents.

- D. Bidder should submit an EMD Amount of Rs. 3000.00
- E. Bidder should have GST Registration number.

2. TENDERCLARIFICATIONS

To understand the scope of work and to get clarifications on the bidders' queries, bidders are requested to email their queries to either Mr. Rakesh Choudhary (Mobile +919866400155, e-mail: Choudhary.rr@balmerlawrie.com.

2. Submission Of Bids

The bids should be submitted in single bid process

Technical / Commercial Bid [Unpriced] with Price bid

For Price Bid, only the rates are to be submitted as per given format.

3. Tender Opening

Unprice and price bid will be opened as per tender calendar as it is a single bid.

4. Acceptance of offers

- 4.1 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.2 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.3 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

5. Negotiations

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

6. Price Variation:

The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid and for the successful bidder, no price variation shall be accepted during the contract period.

7. Notification Of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

8. Completion Period

The completion period shall be 6 Weeks from the date of issue of LOI or purchase order whichever is earlier.

9. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till the date of Supply of the materials. EMD of unsuccessful bidders will be returned after finalization of the contract.

Security deposit is liable to forfeiture in the event of:

a) Non Supply after Acceptance of Order.

- b) Successful Bidder fails to deliver the materials as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory.

10. INSTALLATION AND COMMISSIONING

All the work related to Installation and commissioning go RO. Plant shall be the full responsibility of the contractor. The contractor is also responsible to follow all the safety procedure during executions.

11. CO-ORDINATION AND INSPECTION OF WORK

- (i) Any co-ordination with other agencies will be done by BL.
- (ii) The BL will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's Premises / Workshops wherever situated.

12. LIQUIDATED DAMAGE

In case, the successful bidder fails to supply the plant within the stipulated period as per the Purchase Order, BL without right or prejudice to any right or remedy available may recover from the supplier, Liquidated Damages and not by way of penalty a sum calculated at @ 0.50% of the Total Purchase Order Value, per completed week up to a maximum of 10% of the total Purchase Order value.

13. DELAY DUE TO FORCE MAJEURE

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Owner on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at contractor's works place which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The contractor must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above. BL reserves the right to ask contractor to suspend dispatches of goods / materials covered by this order for such period.

14. PERIOD OF LIABILITY

Defect liability period shall be 12 Months from the date of successful installation, commissioning and handing over to BL followed by issuance of a completion certificate by BL. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the materials supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense the owner may cause the same to be made good by other workmen and deduct expenses (of which the certificate of BL shall be final) from any sums that may be then or at any time thereafter, become due to Contractor or from his Security Deposit, or the proceeds of sale thereof, or of a sufficient

portion thereof. During the Defect Liability Period, BL will not engage any agency for AMC (Annual Maintenance Contract).

15. RIGHT OF OWNER TO TERMINATE THE CONTRACT

WithoutprejudicetoBL'srighttopriceadjustmentbywayofdiscountoranyotherrightorremedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the contractor if:

- i. The contractor fails to comply with any material term of the Contract.
- ii. The contractor informs BL of its inability to deliver the materials as per the technical specifications and bill of quantities.
- iii. The contractor becomes bankrupt or goes into liquidation.
- iv. The contractor makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any substantial property owned by the contractor.
- vi. The contractor has misrepresented to BL, acting on which misrepresentation BL has placed the Purchase Order to the bidder.

Upon receipt of said termination notice, the contractor shall immediately discontinue the work on the Contract.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non- delivery, BL reserves the right to claim and recover damages from the contractor in respect thereof. The EMD / Security Deposit will be forfeited and the Bank Guarantee for any advance paid with Purchase Order will be encased in such case.

16. PATENTS AND ROYALTIES

Contractor, if licensed under any patent covering, Equipment, Machinery, Materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any Equipment, Machinery, Materials, Composition matters, to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the Equipment, Machinery, Materials, compositions method or processes shall obtain such licenses, and pay such royalties and license fees as may be necessary for performance of the Contract. In the event the Contractor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Contractor or the Owner as a result of such failure will be defended by the Contractor at his own expense and the Contractor will pay any damages and costs awarded in such suit.

17. ARBITRATION

AnydisputeordifferencearisingunderthisContractshallbereferredforadjudicationatKolkatato a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the

Balmer Lawrie & Co. Ltd. Temperature Controlled Warehouse, Hyderabad

BL/LI/TCW/HYD/002 DT.06.07.2017

provisions of Arbitration and conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both the parties.

18. TESTING AND INSPECTION

The contractor shall carry out all the relevant test, adjustments and inspection before dispatch of the materials defined in the technical specifications.

19. PRICE ESCALATION

The prices/rates quoted by Contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Prices / Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over Work to Owner by Contractor. Contractor shall be deemed to have known the nature, scope, magnitude and the extent of Work and materials required though Contract Document may not fully and precisely furnish them.

20. COMPLETION CERTIFICATE AND SUBMISSION OF DOCUMENTS

The following documents shall be part of the handing over of the system,

- a. Operational and Maintenance Manuals.
- b. Dos and Don'ts.

21. LOCATION OF SITE

The site is located in Medchal in Ranga Reddy District, approximately 25 KM from Hyderabad city the complete address of the site is as under,

Survey No. 833,

Village + Mandal - Medchal District, - Medchal, Telangana - 501 401

Mob: 9676505656

22. ALTERATION IN SPECIFICATIONS AND DESIGN

During the execution of the work, the BL may desire to make any alterations in, omission from, additions to or substitutions from the original specifications, Drawings, Designs and Instructions that may appear to him to be necessary or advisable during the progress of work and contractor shall be bound to carry out such altered extra/new items of work in accordance with any instruction which may be given to him in writing by the BL and such alterations, omissions, additions or substitutions shall not invalidate the contract and any such altered additional or substituted work shall be carried out by the contractor on the same conditions on which he agreed to do the work.

23. TERMS OF PAYMENT

Our payment terms shall be as follows,

Supply

- (i) 70% of basic value and 100% tax towards supply shall be paid after receipt of materials at site.
- (ii) 20% of basic value shall be paid after successful installation and commissioning of RO Plant
- (iii) 10% shall be retained as retention money for a period of 12 Months from the date of successful completion of work. The contractor can also exchange the retention money by submitting a Bank Guarantee of equivalent amount valid till defect liability period.

Erection

- (i) 90% of Erection cost along with 100% tax after successful installation and commissioning of RO Plant.
- (ii) 10% shall be retained as retention money for a period of 12 Months from the date of successful completion of work. The contractor can also exchange the retention money by submitting a Bank Guarantee of equivalent amount valid till defect liability period.

The payment shall be released after deduction of applicable taxes, the payment shall be released within 10 days from the date of receipt of certified bill in the accounts department.

24. STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION

The entire work shall require to be carried out strictly as per specifications, quality assurance plan, drawing etc., intended in the tender backed up with proper test report, manufacturers' test certificates etc. The Chief Technical Examiner of Central Vigilance Commission may inspect the work during the course of execution and also during the defect liability period. The contractor has to maintain all documents in present able form duly reviewed and approved by the BL for any such / similar inspection.

Seal & Signature of the Bidder

ANNEXURE I

TECHNICAL SPECIFICATIONS

ROW WATER CHARATERISTICS (Input from Bore Well located within the Plot)

Sr. No.	Tested Parameters	Value
1	PH	7.9
2	Electrical Conductivity	642 MicroOhms
3	Total Hardness	780 mg/l
4	Total Dissolved Solids	1310 mg/l
5	Chlorides	310 mg/l
6	Magnesium	250 mg/l
7	Calcium	200 mg/l
8	Sulphates	120 mg/l
9	Nitrates	108 mg/l
10	Fluorides	0.38 mg/l
11	Copper	0.075 mg/l
12	Zinc	0.052 mg/l
13	Ferrous	0.12 mg/l
14	Manganese	0.020 mg/l
15	Lead	0.011 mg/l
16	Aluminium	0.023 mg/l

Seal & Signature of the Bidder

Note: - The RO plant shall be designed for handling the Raw Water TDS of 2500 mg/l RO PLANT OUTPUT QUALITY REQUIREMENT

Sr. No.	Characteristics	Value
1	PH	6.50 – 8.5
2	Colour (in Hazen Units)	5
3	Odour	Unobjectionable
4	Turbidity(in NTU)	5
5	Electrical Conductivity	Potable Standard
6	Total Hardness	300 mg/l
7	Total Dissolved Solids	500 mg/l
8	Chlorides (as Cl)	250 mg/l
9	Magnesium	30 mg/l
10	Calcium	75 mg/l
11	Sulphates	200 mg/l
12	Nitrates	45 mg/l
13	Fluorides	1.00 mg/l
14	Copper	0.05 mg/l
15	Zinc	5.00 mg/l
16	Ferrous (as Fe)	0.30 mg/l
17	Manganese	0.10 mg/l
18	Lead	0.05 mg/l

19	Aluminium	0.03 mg/l
20	Pesticides	Absent
21	Alkalinity	200 mg/l

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender NoBL/LI/TCW/HYD/002 dt.06/07/2017 hereby confirm our acceptance of the same.

Place :	Signature of Tenderer
Date :	Name & Address
	Telephone Nos.
	Office:
	Fax Nos. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details		
1	Name of the Tenderer			
2	Address of the Registered Office			
3	Address of the branch / office quoting against the			
	Tender			
4	Year of commencement of business			
5	Whether Sole Trader/ Partnership / Private Limited			
	Co., or Public Limited Co.			
6	Registration No. (Under companies Act)			
7	Whether copy of Incorporation /Registration certificate			
	from ROC(Registrar of company) uploaded			
8	Income Tax PAN no.			
9	Whether copy of PAN enclosed			
10	Whether copy of latest Income Tax Return enclosed			
11	Service Tax Registration. No.			
12	Whether copy of Service Tax Registration certificate			
	enclosed			
13	VAT / CST Registration Number			
14	Whether copy of VAT / CST Registration certificate			
	enclosed			
15	Name of the Banker			
16	Whether registration under MSMED Act			
17	In case registered under MSMED provide registration number			
	and copy of registration certificate.			

PRICE BID – To be submitted online only

Tender Reference No BL/LI/TCW//HYD/002 Dated 06/07/2017

Tender for Design, Supply, Installation, Testing and Commissioning of RO (Reverse Osmosis) Plant for Temperature Controlled Warehouse at Medchal, Hyderabad.

Sr.	Particulars	Qty	Unit	Rate	Amount
No.		-,			
1	Supply of RO plant 2000	1	Each		
	Litre per hr including				
	all the pumps, filtration				
	and other accessories for				
	filtering of the Bore				
	Well Water including				
	freight, insurance and				
	packaging and				
	forwarding charges.				
	GST	1	Each	% by bidder	
	Total Basic+ GST				
2	Erection and	1	Each		
	Commissioning of the				
	above unit				
	GST	1	Each	% by bidder	
	Sub-total for Erection				
	Total Supply + Erection				
	including all Taxes				

Date:	Signature of Tenderer withSeal
Place:	Name &Address
	Telephone No