

**Tender Ref: BL/LC/MAN/CP7RAK/LT/201819/0134**

**Dated: 30.07.2018**

**Due date: 14.08.2018**

**Sub: Inviting Online Expression Of Interest (EOI) followed by online price bids for Supply, Installation and commissioning of Industrial Heavy Duty Storage Racking System as per specification at SBULC, Manali – Reg...**

## **1. INTRODUCTION**

Balmer Lawrie & Co Ltd. [herein after referred as BL] is a multiple product, multi location and multi technology conglomerate and manufacture of Leather Chemicals forms one of the core businesses of the company. The company invites EOI (Expression of Interest) for **Supply, installation and commissioning of Industrial Heavy Duty Storage Racking System as per specification** for their Chennai plant from approved and experienced Original Equipment Manufacturers/authorized dealers of OE manufacturers with sound infrastructural, technical and financial capabilities.

**Offers from new vendors based on BL website enquiry, if any, will be considered for vendor development only, against this tender.**

## **2. TENDER QUANTITY**

(A) No. of Pallets that can be accommodated in Type-A Racks : 546 Nos

(B) No of Pallets that can be accommodated in Type-B Racks : 138 Nos

## **3. TECHNICAL SCOPE AND SPECIFIC CONDITIONS**

**Refer Annexure – 1 (5 pages) and Drawings (1 &2)**

Technical specifications given are only indicative. However, parties need to quote with maximum level of accuracy designed for the given requirements.

## **4. PREQUALIFICATION CRITERIA FOR PARTIES SUBMITTING OFFERS:**

Firms submitting offers shall be well experienced in Engineering & Design. Moreover, they should be capable of executing the entire scope as detailed earlier. Also the firms submitting offer should meet the following pre-qualification criteria

- 4.1** Vendor shall have not less than ten years of experience in supply of Heavy Duty Industrial Racking System. List of customers supplied year wise with capacity details, customer name & customer contact details from Apr 2008 are to be submitted.
- 4.2** Vendor should submit min of 2 Nos of order copies for supply of similar/ higher capacity of Racking System within last 2 years from Apr 2016.
- 4.3** Minimum annual turnover of Rs. 3 Cr [for manufacturers] & Rs 1 Cr [ for dealers] in any of the financial years, 2015-16, 2016-17 & 2017-18. Supporting documents like Balance Sheet / Annual Report shall be furnished for any one relevant year.

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Only actual manufacturers or their authorized agents having at least 2 years credentials for similar supplies shall be considered. Documentary proof of such arrangements to be submitted by agents representing their principal.

Pre-qualification of the bidder shall not imply final acceptance of the tender. The bids may be rejected at any stage during the techno commercial; evaluation or during the price evaluation. The decision in regard to acceptance and / or rejection of any / all offers in part/full shall be at the sole discretion of BL, and decision in this regard shall be binding on the bidder.

The vendor shall submit the relevant copies of the documents pertaining to each of the above qualification criteria and all the copies have to be self-attested

## **5. EARNEST MONEY DEPOSIT**

The bidder shall furnish an **EMD** for a sum of **Rs. 15,000 /-(Rupees Fifteen Thousand only)** along with the bid by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format enclosed as last page of the tender) in favour of Balmer Lawrie & Co Ltd payable at Chennai. DD should be valid for the period of at least 75 days from the due date of tender. The bank guarantee (BG) shall remain in force for at least 90 days from the due date of tender and shall be extendable on request made by BL prior to expiry of the BG.

### **a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED**

- a. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the order placed on them. EMD will carry no interest.
- b. If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, successful Bidder fails to deliver the material as per the terms & condition of the Purchase Order or violates the tender conditions, his Earnest Money Deposit shall be forfeited.
- c. For the unsuccessful bidders, the EMD will be refunded only after the Purchase order has been released on the successful bidder.
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e. **SSI UNITS with valid registration with NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT subject to submission of valid UAM registration.**

**NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered product/service along with UAM certificate.**

## **6. PRICE**

**6.1 Only after techno-commercial evaluation based on the unpriced offer (Techno- commercial bid) and subsequent clarifications, if any, the qualified /shortlisted parties will be asked/allowed to submit their price bid online.**

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6.2 The price to be submitted at our e-portal only, as per the indicative format below:  
(Submission of offline price bid will disqualify the bidders' participation in the tender)

(I) Price Bid for supply:

**Supply of Type-A Racks with storage capacity : 546 Nos of pallets and**  
**Supply of Type-B Racks with storage capacity : 138 Nos of pallets AS PER SPECIFICATIONS**

| Item | Particulars                                       | Formula (if any)                  |
|------|---|-----------------------------------|
| 1    | Unit Of Measurement                               | Nos of pallets                    |
| 2    | Basic Price per pallet capacity                   | A                                 |
| 3    | FREIGHT (Including Insurance) per unit            | B                                 |
| 4    | TOTAL BASIC PRICE (Including freight & Insurance) | C= SUM (A+B)                      |
| 5a   | CGST (Enter applicable Rate in %)                 | D1=C* (Applicable CGST Rate in %) |
| 5b   | SGST (Enter applicable Rate in %)                 | D2=C* (Applicable SGST Rate in %) |
|      | OR  |                                   |
| 6    | IGST (Enter applicable Rate in %)                 | D3=C* (Applicable IGST Rate in %) |
| 7    | Total Cost  | E= SUM(C+(D1+D2) or D3)           |
| 8    | Less: CGST  | F= D1                             |
| 9    | Less: SGST  | G= D2                             |
| 10   | Less: IGST  | H= D3                             |
| 11   | Landed Cost                                       | I= (E- (F+G) or H)                |
| 12   | Unloading   | Vendor's Scope                    |
| 13   | HSN Code of the tendered item                     | To be provided by Vendor          |

The basic price should include loading charges at supply premises, packing and forwarding, unloading at BL. Price quoted should be on FOR Manali basis in **Rs. per pallet capacity of racks. (Please do not quote total value for total nos).**

(II) Price Bid for installation & testing:

| Item | Particulars  | Formula (if any)                  |
|------|--|-----------------------------------|
| 1    | Installation & testing of Type A and B racks in full | K                                 |
| 2a   | CGST (Enter applicable Rate in %)                    | D1=K* (Applicable CGST Rate in %) |
| 2b   | SGST (Enter applicable Rate in %)                    | D2=K* (Applicable SGST Rate in %) |
|      | OR   |                                   |
| 3    | IGST (Enter applicable Rate in %)                    | D3=K* (Applicable IGST Rate in %) |
| 4    | Total Cost   | E= SUM(K+(D1+D2) or D3)           |
| 5    | Less: CGST   | F= D1                             |
| 6    | Less: SGST   | G= D2                             |
| 7    | Less: IGST   | H= D3                             |
| 8    | Landed Cost  | I= (E- (F+G) or H)                |

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Vendor has to provide the applicable GST rate in % in the relevant fields as above during price bidding. If a vendor quotes with CGST & SGST, then they may ENTER "0" (Numerical Zero) in IGST field and similarly, If a vendor quotes with IGST, then they may ENTER "0" (Numerical Zero) in CGST & SGST fields.

Changes in statutory levies like GST and any taxes as applicable on the product shall be reimbursed at actuals based on documentary proof. Taxes and duties as applicable shall be clearly mentioned.

**6.2 No Change in the accepted price structure on the basis of landed cost at our Manali works shall be permitted during the period of contract under any circumstances**

**Note:** Please note, for price bidding in e-procurement portal, two bid forms will be available as below for supply items.

1. Price bid for Supply of Type-A Racks with storage capacity : 546 Nos of pallets
2. Price bid for Supply of Type-B Racks with storage capacity : 138 Nos of pallets

The vendor has to quote their price as per the above format for both the items separately. **Price offers of those vendors who do not submit their quote for both the items as above will not be considered.**

Order will be issued to overall lowest (L1) quoted tenderer, including both the items as above and installation & testing.

**Total Cost estimation: (Cost for Type-A x 546 Nos ) +(Cost for Type-B x 138 Nos) + (Installation & Testing Cost)**

**7. SECURITY DEPOSIT**

Successful tenderer shall be required to submit within 10 days of issue of LOI / PO, SD equivalent to 5% of the total order value rounded off to the nearest thousand rupees by a/c payee pay order / demand draft / irrevocable BG as per our format with a validity of further 3 months from expiry of the contract. The BG format will be issued to successful bidder. No interest will be payable on the SD held with us.

If SD is not received within 10 days from date of LOI/PO, the amount will be deducted from the vendor's bills.

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded to successful bidder, only on successful delivery of the pallets

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

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**Security deposit is liable to forfeiture in the event of:**

- a. Not supplying the after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the product 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
- e. Any unilateral revision made by the successful bidder during the validity period of the contract.

**8. PAYMENT TERMS**

**8.1** Our payment terms would be

**For Supply:**

- 15% of basic as advance against submission of Advance Bank Guarantee valid for 6 months or valid for the delivery period whichever is later
- 60% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;
- 15% of basic immediately on successful completion of commissioning
- Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.

**For Erection and Commissioning:**

100% upon satisfactory erection and commissioning, with 30 days credit from the submission of the bill. However bill must be submitted along with the copy of relevant proof of statutory payments (ESI, PF), if any as required.

**Note:** In case of payment terms differing from above, suitable adjustments will be made in arriving at the landed cost while price comparison. However, partial advance payment, if any, prior to dispatch is payable only against Advance Bank Guarantee (taken from a nationalized bank) as per BL format.

**Offers seeking payment before supply without Advance Bank Guarantee will be rejected.**

**Advance Bank Guarantee /Performance Bank Guarantee format shall be given to successful tenderer and if the tenderer is submitting BG, it shall be strictly as per our BG format only. ABG, if any, shall be submitted within 10 days from the date of LOI/PO.**

**8.2** Supply will be complete only if all relevant documents etc are submitted. Relevant Material test certificate for bought out items to be submitted along with dispatch.

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- 8.3** Payment will be made only to the bidder or principal on whom the Purchase Order is placed. If offer states that payment is to be made to bidder's financier / creditor, the offer will stand rejected.

## **9. GUARANTEE**

- 9.1** The party shall stand guarantee for material, workmanship and performance for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier.
- 9.2** During the above period, the party shall attend/repair/rectify /replace any defects whatsoever in material, workmanship and performance.

## **10. DELIVERY & COMMISSIONING:**

- 10.1** Delivery is expected **within 6 - 8 weeks** from date of PO/LOI. However, vendor shall mention their earliest possible delivery period clearly.

The delivery period mentioned above is inclusive of inspection (if any) & transit time.

**Any delay in submission of Bank Guarantee, drawings etc & delay due to inspection & testing/transportation will be counted into delivery time taken by vendor only.**

- 10.2** Erection and Commissioning to be completed **within 30 days** from the date of site clearance  
Necessary Safety Measures/PPEs should be used for erection and commissioning as per industry norms.

## **11. LD Clause:**

The material shall be delivered as per committed delivery schedule without fail. Any delay in delivery as per agreed schedule will be liable for imposition of LD @0.5% of the total order value per week on delayed items subject to a maximum of 5% on total basic value on delayed items.

## **12. CONFLICT OF INTEREST**

The bids of any tenderers may be rejected if a conflict of interest between the tenderer and the Company is detected at any stage

## **13. RISK PURCHASE**

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the stipulated delivery period, BL shall have the right and option to procure the products from alternate sources, at the risk and cost of the vendor, without further intimation. In case of rejection and with no request for re-test from vendor against the rejection or on confirmation of rejection after re-test, if dispatch of replacement material is not made within mutually agreed time period, BL shall have the right to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

***Seal & Signature of the Tenderer:***

#### **14. DELIVERY TO PLANT**

Purchase Order under this tender will be placed for DELIVERED supplies. Transit Risk for the supplied material, Insurance coverage thereof will be borne by the supplier.

#### **15. DESPATCH & TESTING**

If required, inspection of the material shall be conducted at the vendor's premises before delivery, in presence of BL representative.

**Refer clause no. 10, Delivery.**

**Release note to be obtained from BL for dispatch clearance. Only after due clearance from BL, the racks material shall be dispatched from the vendor premises.**

#### **16. ARBITRATION**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the 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 shared equally by both the parties. The award shall be a speaking award stating reason therefore and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

#### **17. GST TAX FORMALITES & COMPLIANCE WITH REGULATIONS**

Vendor shall warrant that all goods covered by this agreement / contract are dispatched and delivered in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST invoice so that equivalent amount may be availed as GST / applicable tax credit by BL. Vendor / vendor's nominated transporter shall ensure handing over of the GST paid invoice for availing concerned levy to the Company at the time of delivery of the consignment.

All laws and regulation required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and / or their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods covered by this agreement / contract.

**The processing of invoice should be as per the GST Act. Any penalties due to the non-adherence will be deducted from your invoice.**

*Seal & Signature of the Tenderer:*



## 18. ANTI-PROFITEERING CLAUSE

GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of inputs tax credits be passed on to the customer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits to BL while quoting their price.

## 19. FORCE MAJEURE

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any Government or Governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The vendor shall keep records of the circumstances referred to above and bring these to notice of the concerned Officer of the buyer in writing within 7 days of such occurrences.

The period of time, if any, lost on any of these counts shall not be counted for the contract period. The decision of buyer arrived at after consultation with vendor, shall be final and binding. Such period of time shall be extended by the buyer to enable the vendor to deliver the items within such extended period of time. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities. Any such event, whenever it occurs, provided that it prevents, affects or delays the party in performing contractual obligation, shall justify the claim of Force Majeure.

During the pendency of Force Majeure conditions, the Agreement and the obligations there under shall stand suspended provided the notice as required above is given in time. If such event continues beyond 14 days, the parties to this Agreement hereby agree to discuss and decide the course of action to be adopted in this regard including the possibility and manner of terminating the Agreement.

## 20. CONDITIONS / PROCEDURE FOR BID SUBMISSION

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online. **No offline price bids will be entertained by the Tender Inviting Authority.** The bidders shall submit their price bid displayed in e Procurement web site. The bidders shall submit/upload copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids to the Tender Inviting Authority before the due date for tender submission in the e-procurement portal. The bidder shall sign on the statements, documents, certificates, owning responsibility for their correctness/authenticity.

## 21. Registration with eProcurement platform

For registration and online price bid submission, bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>. **Vendors need to get themselves registered online as above to participate in tender**

*Seal & Signature of the Tenderer:*



| HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST<br>(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)) |  |                                 |
|---|--|---------------------------------|
| Contact Nos. and email IDs for Balmer Lawrie helpdesk officers  |  |                                 |
| Name  | E-mail   | Phone Numbers                   |
| 1. Mr. CH.Mani Sankar (Chennai)   | <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> | 044-25946556/<br>+91-8939284159 |
| 2. Mr. Tuhin Ghosh (Kolkata)  | <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>                         | +91-8981165071                  |
| 3. Mr. Tirtha Das (Kolkata)   | <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>                           | +91-9163254290                  |
| 4. Mr. Partha Ghosh(Kolkata)  | <a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>                       | +91-8811093299                  |
| 5. Ms. Ujwala Shimpi (Mumbai)   | <a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>                     | +91-022- 66865608               |

## 22. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before submitting the price 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 with encryption need to obtain Digital Certificate with encryption to participate in e-tender. They may contact Help Desk of C1 India Pvt Ltd.

## 23. Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / corrigendum's issued by the Tender Inviting Authority on time-to-time basis in our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and our e-Procurement platform <https://balmerlawrie.eproc.in>. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

## 24. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

## 25. SUBMISSION OF TENDER DOCUMENTS [excluding price bid]

BL expects bidders' compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms & conditions / quality should be mentioned in the deviation sheet as per format of the EOI/ tender documents and furnished along with techno-commercial bid (not with price bid) online. BL shall not

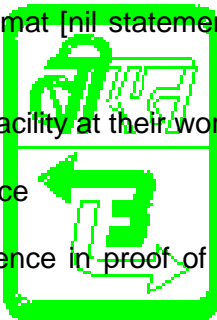
*Seal & Signature of the Tenderer:*

take cognizance of any deviation stipulated elsewhere in the bid. **The deviations, if mentioned, are subject to approval by BL.**

**Bulky supporting documents which are difficult to upload online can be submitted offline before due date.**

**EOI with Techno-commercial bid shall comprise the following:**

1. Copy of this EOI document No. **BL/LC/MAN/CP7RAK/LT/201819/0134** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. **EMD for Rs. 15,000/- as Pay Order / DD / Irrevocable BG or NSIC/SSI/MSME certificate with UAN as applicable for exemption**
3. Duly filled specifications as sought in **Annexure- 1**
4. Duly filled commercial terms as sought in **Annexure- 2**
5. Duly filled vendor details as sought in **Annexure- 3**
6. Duly filled GST Registration details as sought in **Annexure- 4**
7. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
8. Details on Manufacturing facility at their works
9. Details on after sales service
10. Submit documentary evidence in proof of requirements specified under **pre-qualification criteria**.
11. The sealed envelope containing all the above documents super scribing **“EOI/ Unpriced Offer for – “Heavy Duty Industrial Storage Racking System”,**  
Ref: Tender No **BL/LC/MAN/CP7RAK/LT/201819/0134**.



Senior Manager [SCM]  
**BALMER LAWRIE & CO. LTD.**  
SBU-Leather Chemicals  
32, Sathangadu Village, Manali,  
Chennai – 600068.

Phone : 044 – 25946563  
Fax : 044 – 25941156  
email:a.arun@balmerlawrie.com  
valarmathi.m@balmerlawrie.com

**26. SUBMISSION OF PRICE BID (ON-LINE ONLY)**

- 26.1 Only after techno-commercial evaluation based on the EOI/ unpriced offer (Techno-commercial Bids) and subsequent clarifications, if any, the qualified / shortlisted vendors will be asked/ allowed to submit their price bid online.
- 26.2 Vendors to submit their price online only, as per the indicative format as per clause **6** as sought in our e-procurement portal.

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**26.3 SUBMISSION OF OFF- LINE PRICE BID WILL DISQUALIFY THE BIDDERS's PARTICIPATION IN THE TENDER**

**27. EVALUATIONS OF BIDS**

The on-line closed price bids shall be used for grading the bidders. **Technical evaluation of the offers received would be done, based on the technical specification given in Annexure-1.**

Price evaluation of technically qualified bids will be done as above and lowest landed rate including all items (net of GST, as applicable) shall be taken as L1 price and next lowest as L2 price and so on.

**100% order will be awarded to overall L1 bidder including all items.**

In case, bids are received from related Companies, only the lowest among such bids shall be considered for evaluation. The other bids of related Companies will stand rejected.

**If required, during technical evaluation, the facilities of the manufacturer and their clients will be visited by BL for verification.**

**28. VALIDITY OF OFFER**

Your offer should be valid for our acceptance up to **75 days** from the due date of this tender **(i.e. From 14.08.2018).**



**29. GENERAL**

BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute

It may be noted that if any term is not mentioned in offer, it will be considered as per our tender only.

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

***Seal & Signature of the Tenderer:***

### **30. DISCLAIMER CLAUSE**

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

### **31. AWARD OF CONTRACT**

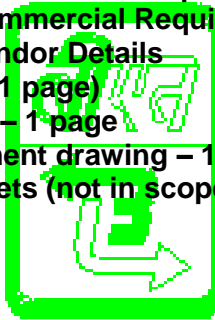
The order will be awarded to the overall lowest quoted tenderer based on the rate provided in the PRICE SCHEDULE in our e-procurement website.

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

**For Balmer Lawrie & Co Ltd**

**Senior Manager (SCM)**

**Encl:** Annexure- 1 ( 5 pages) - Technical Requirements  
Annexure- 2 (1 page) - Commercial Requirements  
Annexure- 3 (1 page) - Vendor Details  
Deviation Sheet Format- (1 page)  
Indicative layout drawing – 1 page  
Indicative racks arrangement drawing – 1 page  
Indicative Pictures of pallets (not in scope of supply) - (1 page)  
BG Format for EMD



*Seal & Signature of the Tenderer:*

**Annexure – 1 (Page 1 of 5)**

**Vendor is requested to confirm all the data:**

**General Technical Scope and Specific Conditions- Industrial Storage Racking system**

**A. Uprights:**

1. Multibend profile designed to offer maximum load carrying strength with optimum surface utilisation, ensuring high standards of stability and safety. For transferring load to the ground via grouted base plates
2. Design Criteria: BS 5950 Part (V) and SEMA guidelines
3. Manufacturing: Roll formed construction made in single piece without welding. Process of punching and forming in one flow and in a synchronised operation, providing dimensional accuracy and uniform and consistent contour is necessary
4. Flexibility: Slots at every 50mm enabling warehouse use utilise height optimally to adapt to changing SKU sizes, if any.
5. Fixing: Bolted with base plates to transfer the load to ground
6. Material Quality: Min yield strength 355 Mpa

**B Base Plates to anchor the Upright to the ground:**

Fixing: Grouted with mechanical anchor expansion bolts and bolted to upright

**C Box Beams for carrying horizontal load:**

1. Box type construction with multiple bend profile to avoid buckling under heavy loads or longer beam lengths.
2. Manufacturing: Roll forming through single sheet in a single flow and no welding to form box section. Welded to lip connectors (at works, not at site) to be hooked on to uprights.
3. Design Criteria: Beams shall withstand the specified load, with the span/deflection < 200 under established and globally followed SEMA guidelines.
4. Material Quality: Min yield strength of 255 MPa
5. Fixing: Locking pins and Lip connectors

**D Pre-treatment and Surface Finish:**

Pre-treatment:

All components of the system should be duly finished with **Epoxy-Polyester Powder Coating** after doing (7 tank) surface treatment by Degreasing, Phosphating, cold water rinsings, final rinsing with RO water to remove all traces of retained chemicals and Dry off oven treatment.

Final Finish:

1. All components except bracings should have **Epoxy –Polyester powder coating** of the colour and shade applied to all components with an average dry film thickness not less than 35 microns. Bracings should be of galvanised finish.
2. The material components to be oven baked within a controlled temperature as specified by Powder Manufacturer for a flawless finish.
3. The finish is as strong so as to withstand a 2H pencil hardness test.

**E. Safety Aspects:**

1. Pallet Stopper : Should be provided at the rear side of the loading levels to limit the pallets.  
Pallet overhanging: 100mm maximum (pallet overhanging not load on pallet)
2. Row guards and upright guards: To be provided to avoid accidental direct hits on bottom of racks by forklifts or stackers while handling pallets.
3. Powder Coating Colour: Horizontal members shall be with bright colour (eg. Orange) and shall be different from vertical members.

***Seal & Signature of the Tenderer:***

**Vendor is requested to confirm all the data:****Technical Questionnaire**

| Sl.No. | Description  | Specification Required  | Vendor's offer |
|--------|--|---|----------------|
| 1      | Type   | Heavy Duty Storage Racking for Palletized loads; Easy to install and reposition.  |                |
| 2      | Pallets (Non-Reversible)   | Available. Not to supply (Refer image attached)   |                |
| 3      | Pallet size  | 1200 (W)x 1200 (D) x 170 (H)  |                |
| 4      | Clearance under pallet for fork entry  | 110 mm (appx) from ground   |                |
| 5      | Palletized load height   | 1000 mm (max) including pallet  |                |
| 6      | Load per pallet  | 1000 kg (max)   |                |
| 7      | Material to be stored  | Liquid chemicals filled in HDPE barrels (120lit- 60lit capacity) and Powder chemical filled in HDPE/paper bags(20kg - 50kg capacity)  |                |
| 8      | Equipment for racking  | Electric Stacker <b>(Not in this tender scope)</b>  |                |
| 9      | Location of storage  | Indoor - Acidic gas chemical plant environment  |                |
| 10     | Racks assembly   | All components to be assembled through bolting and no welding is allowed at site.   |                |
| 11     | Raw Material for the Racking System  | (a) Hot Rolled Sheets of steel conform to IS 2062 / IS 5986 / IS 10748 or equivalent tubes conform to IS 1239 / IS 1161 or equivalent; (b) Fasteners- Locking pins/ Bolting/Anchor Bolts - High Tensile   |                |
| 12     | <b>Final Finish:</b>   |   |                |
| a      | All components like Uprights, Box framed beams, base plates, channels, connectors, guards etc, except bracings | <b>Epoxy Polyester Powder Coating</b> after surface treatment (min 7 tank); Powder coating of the colour and shade to be applied on all components with an average dry film thickness not less than 35 microns. Hardness: To withstand minimum 2H pencil hardness test. |                |
| b      | Bracings   | Galvanized  |                |

**Seal & Signature of the Tenderer:**

**Vendor is requested to confirm all the data:****Technical Questionnaire**

| Sl.No.     | Description   | Specification Required                         | Vendor's offer |
|------------|---|--|----------------|
| <b>(A)</b> | <b>Rack Module Type-A:</b>                                      | <b>(Refer indicative drawing- Rows 1 to 7)</b> |                |
| 1          | No. of levels   | Ground level (G) + 5 levels                    |                |
| 2          | Rack depth  | 1000 mm (appx) Vendor to specify               |                |
| 3          | Stacking height   | <b>6355 mm (appx) Vendor to specify</b>        |                |
| 4          | Rack height   | 7300 mm (appx) Vendor to specify               |                |
|            |   |  |                |
| 5          | Main Module(A): Span length                                     | 2700 mm (appx) Vendor to specify               |                |
| 6          | Main Module(A): load per level                                  | 2000 kg  |                |
| 7          | No of Main Modules  | 13 Nos (appx) Vendor to confirm                |                |
| 8          | No of pallets per Main Module                                   | 12 Nos   |                |
|            |   |  |                |
| 9          | Add on Module Full(A): Span length                              | 2700 mm (appx) Vendor to specify               |                |
| 10         | Add on Module Full(A): load per level                           | 2000 kg  |                |
| 11         | No of add on full modules                                       | 26 Nos appx (vendor to confirm)                |                |
| 12         | No of pallets per Add on Full Module                            | 12 Nos   |                |
|            |   |  |                |
| 13         | Add on Module Half(AH): Span length                             | 1400 mm (appx) Vendor to specify               |                |
| 14         | Add on Module Half(AH): load per level                          | 1000 kg  |                |
| 15         | No of add on half module (AH)                                   | 13 Nos appx (vendor to confirm)                |                |
| 16         | No of pallets per Add on Module Half (AH)                       | 6 Nos  |                |
|            |   |  |                |
| 17         | <b>Total no. of pallets that can be stored with Rack type A</b> | <b>546 Nos appx (vendor to confirm)</b>        |                |

**Seal & Signature of the Tenderer:**



**Vendor is requested to confirm all the data:****Technical Questionnaire**

| Sl.No.     | Description  | Specification Required                               | Vendor's offer |
|------------|--|--|----------------|
| <b>(B)</b> | <b>Rack Module Type-B:</b>   | <b>(Refer indicative drawing- Rows -8,9 &amp;10)</b> |                |
| 1          | No. of levels  | Ground level (G) + 5 levels                          |                |
| 2          | Rack depth   | 1000 mm (appx) Vendor to specify                     |                |
| 3          | Stacking height  | <b>6355 mm (appx) Vendor to specify</b>              |                |
| 4          | Rack height  | 7300 mm (appx) Vendor to specify                     |                |
| 5          | Main Module(B): Span length  | 2910 mm (appx) Vendor to specify                     |                |
| 6          | Main Module(B): load per level                                     | 2000 kg  |                |
| 7          | No of Main Modules   | 5 Nos appx (vendor to confirm)                       |                |
| 8          | No of pallets per Main Module(B)                                   | 12 Nos   |                |
|            |  |  |                |
| 9          | Add on Module Full(B): Span length                                 | 2910 mm (appx) Vendor to specify                     |                |
| 10         | Add on Module Full(B): load per level                              | 2000 kg  |                |
| 11         | No of add on full modules  | 6 appx (vendor to confirm)                           |                |
| 12         | No of pallets per Add on Full Module(B)                            | 12 Nos   |                |
|            |  |  |                |
| 13         | Add on Module Half(BH): Span length                                | 1510 mm (appx) Vendor to specify                     |                |
| 14         | Add on Module Half(BH): load per level                             | 1000 kg  |                |
| 15         | No of add on half module (BH)                                      | 1 appx (vendor to confirm)                           |                |
| 16         | No of pallets per Add on Half Module(BH)                           | 6 Nos  |                |
|            |  |  |                |
| 17         | <b>Total no. of pallets that can be stored in with Rack type B</b> | <b>138 Nos appx (vendor to confirm)</b>              |                |

**Seal & Signature of the Tenderer:**

**Vendor is requested to confirm all the data:**

**Technical Questionnaire**

| Sl.No. | Description                                     | Specification Required   | Vendor's offer |
|--------|---|--|----------------|
| (C )   | <b>Accessories for both Rack types A &amp;B</b> | In addition to Main uprights, Box beams, Pallet supports, base plates, etc, accessories like Aisle connectors, Row connectors, Pipe Row Guards, Upright Guards, Pallet stoppers, locking pins, fasteners etc to be provided and as required for complete system. |                |
| (D)    | <b>Racks and Arrangement Drawing</b>            | To be provided alongwith tender  |                |

**NOTE:**

- 1. General arrangement layout and elevation details to be provided alongwith the technical bid with rack dimensions.**
- 2. The Specification given above are indicative only. Deviations if any from our specifications can be mentioned as per format in the deviation sheet.**
- 3. Indicative layout and Racks details are given in attached drawings.**
- 4. Please contact Mrs. M.Valarmathi, Manager (SCM-Capex&Projects) - 044-25946563 for any technical queries regarding specifications.**

***Seal & Signature of the Tenderer:***

**Annexure –2 (Page 1 of 1)****Vendor is requested to confirm all the data provided in the table below:****Commercial:**

| SL No. | ITEM DESCRIPTION                            | BL REQUIREMENT   | VENDORS OFFER |
|--------|---|--|---------------|
| 1      | Validity                                    | 75 days from <b>14.08.2018</b>   |               |
| 2      | Delivery                                    | Delivery is expected <b>within 6 - 8 weeks</b> from date of LOI/PO. However, vendor shall mention their earliest possible delivery period clearly.   |               |
| 3      | Guarantee Period                            | 18 months from the date of supply or 12 months from date of commissioning, whichever is earlier.   |               |
| 5      | Payment Terms                               | <p>15% of basic as advance against submission of Advance Bank Guarantee valid for 6 months or valid for the delivery period whichever is later</p> <p>60% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;</p> <p>15% of basic immediately on successful completion of commissioning</p> <p>Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.</p> |               |
| 6      | Packing and Forwarding                      | To be included in the basic price  |               |
| 7      | Taxes & Duties                              |  |               |
| a      | GST (8 Digit HSN code of the tendered item) | To be Specified by Vendor  |               |
| b      | GST rate %                                  | To be Specified by Vendor  |               |
| 8      | Transit Insurance                           | To be arranged by vendor   |               |
| 9      | Transportation                              | To be arranged by vendor   |               |
| 10     | Unloading at BL site                        | Vendor's scope. Charges if any towards unloading, shall be included in the basic price. <b>NO ADDITIONAL CHARGES ARE PAYABLE FOR THE SAME</b>  |               |

***Seal & Signature of the Tenderer:***

**Annexure - 3**  
**(Page 1 of 1)**

**Vendor is requested to provide all the data in the table below, as applicable:**

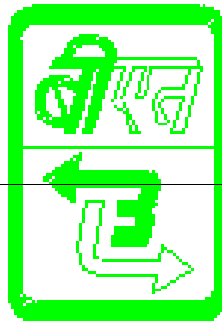
|     |   |  |
|-----|---|--|
| 1.  | Supplier Name   |  |
| 2.  | House No with address 1   |  |
| 3.  | Address 2   |  |
| 4.  | City  |  |
| 5.  | Postal code   |  |
| 6.  | State   |  |
| 7.  | Tel No  |  |
| 8.  | Mob No  |  |
| 9.  | Fax   |  |
| 10. | Email   |  |
| 11. | Industry Type*  | Domestic / service vendor / MSME* / SSI* /<br>trader / others (specify it) |
| 12. | If MSME registered, provide<br>UAM number                               |  |
| 13. | If MSME registered, under<br>category SC/ST?                            |  |
| 14. | Contact Person  |  |
| 15. | Inco terms  |  |
| 16. | Taxes applicable  |  |
| 17. | PAN no*   |  |
| 18. | State code (as per GST)   |  |
| 19. | GSTIN Registration number*  |  |
| 20. | Proof of GSTIN Registration<br>number per state (From GSTN<br>website)* |  |
| 21. | Vendor's GSP name (GST<br>Suvidha Provider's)                           |  |

***\* - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted.***

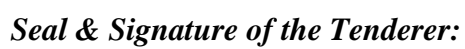
***Seal & Signature of the Tenderer:***

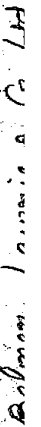
**DEVIATION SHEET**

| <b>Clause No. of the Tender</b> | <b>Tender Requirements</b> | <b>Deviation</b> |
|---------------------------------|----------------------------|------------------|
|                                 |                            |                  |



*Seal & Signature of the Tenderer:*



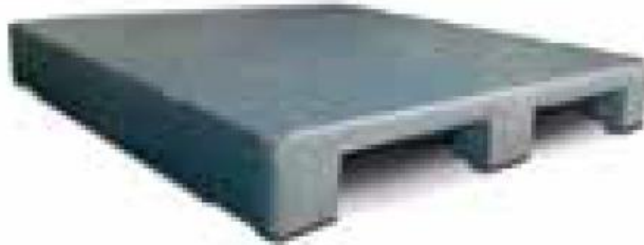


***Seal & Signature of the Tenderer:***



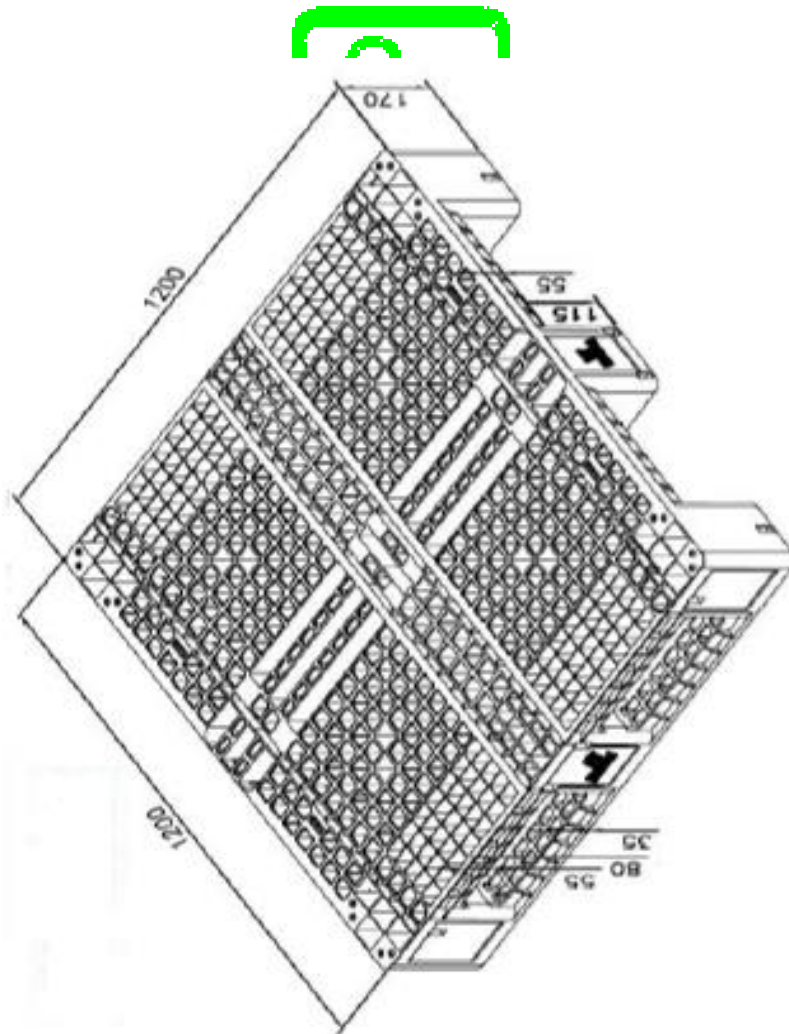
**Indicative Pictures (1 of 2)**

**Roto Moulded Two Way HDPE Pallet (Indicative Picture) for reference**



**Indicative Pictures (2 of 2)**

**Perforated Four Way HDPE Pallet (Indicative picture) for reference**



**Seal & Signature of the Tenderer:**

Proforma of the Guarantee  
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas ..... (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the ..... (purpose) (hereinafter called "the Bid") against Tender reference No. .... dated ..... of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. .... (Rupees ..... only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said ..... (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, ..... (Name of the Bank) having our office at ..... (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, ..... (name of the bank) of ..... (address of the bank) having our office, inter alia, at ..... (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. .... (address) (hereinafter called "the Purchaser") in the sum of Rs. .... (Rupees ..... only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of ...., 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to execute the Contract Form if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto ..... (date of expiry) including the ..... days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. .... (Rupees ..... only.)
- ii) This Bank Guarantee shall be valid upto .....

- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... (last date of validity)

We, ..... (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated ..... day of ..... , 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)

Seal & Signature of the Tenderer: