



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[P-3/1, Transport Depot Road, Kolkata-700088

Phone No 2450-6811 /2450-6818, Fax No. 24498355

E-mail: sett.a@balmerlawrie.com]

e- TENDER NO: BL/CFS/Kol/Deck panel to Racks

TECHNICAL / COMMERCIAL BID

Tender Document for

Supply-Installation of Heavy Duty Decking Panel suitable
for and compatible with existing Godrej make Selected Pallet
Bar Racking System.

DUE DATE & TIME: [20/05/2019 AT 6.00 PM]

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NOTICE INVITING E-TENDER

Online Two Bid tender is invited from Reputed Manufacturers or their authorized dealers for above mentioned “Supply-Installation of Heavy Duty Decking Panel suitable for and compatible with existing Selected Pallet Bar Racking System” at new Warehouse at P-3/1, Transport Depot Road, Kolkata-700088, complying Pre-Qualification criteria or other details mentioned in Technical Specifications, General Terms & Condition BOQ or else where in the Tender Document, through our eProcurement portal which can be accessed via our web site www.balmerlawrie.com or directly at <https://balmerlawrie.eproc.in>

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.

The scanned copies of other required documents in support of bidders credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	Supply-Installation of Heavy Duty Decking Panel suitable for and compatible with existing Godrej make Selected Pallet Bar Racking System .
2	Tender No	BL/CFS/Kol/Deck Panel to Racks/19-20
3	Validity Of Offer	120 days from the due date of submission of the tender.
4	Contract/Delivery Period	16 weeks
6	EMD	Rs. 10,000/- (MSME/NSIC Reg. Vendors are exempted)
7	Downloading / Submission of Tender :	
	a. Starts on	10/05/2019 AT 6.00 PM
	b. Closes on	20/05/2019 AT 6.00 PM
8	Opening of Tenders	On or after due date of submission

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. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- b. 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 .
- c. Income Tax PAN number
- d. Service Tax Registration number

- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.
- f. Certificate from bankers about financial soundness. **[Scanned Sealed Envelope to be uploaded, hard copy to be submitted to our office]**
- h. Experience/Credential Certificate.

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 e-tender 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, 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.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

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.20,000/- (**Rupees Twenty Thousand only**) by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD. **MSME/ NSIC vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.** The DD/PO/BG for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) 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 above 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 e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e-Tender No : BL/CFS/Kol/Deck Panel to Racks/19-20

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.

HELPEDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)) OFF HOURS & HOLIDAY SUPPORT Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos.			
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			
Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001			
Balmer Lawrie e-Tendering Support Staff:			
<u>Nodal officer [For Escalation]:</u> C1 India Mr. Ritabrata Chakraborty (PM), Contact Details:+91 8697910411, E-mail- ritabrata@chakraborty@ c1india.com	Name	E-mails	Phone Numbers
	1. Mr. Tuhin Ghosh	tuhin@ghosh@ c1india.com	+91-8981165071
	2. Mr. Tirtha Das	tirtha@das@ c1india.com	+91-9163254290
	3. Mr. Ravi Gaiwal	ravi@gaiwal@ c1india.com	+91-022-66865633
	4. Mr. Ujjal Mitra	ujjal@mitra@ c1india.com	+91-8986678058
<input type="button" value="close"/>			

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

- 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.
- 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.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 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.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- 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. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work :-

Supply-Installation of Heavy Duty Decking Panels to our existing Selective Pallet Racking System at G+5 levels as per direction of Engineer-In-Charge of the Job in compliance with **Technical Specifications (Annex-I), General**

Terms & Conditions (Annex-II) of Contract, submission of **Certificates** mentioned under **Annex-I** and as per **BOQ(Price Bid)** attached as **Annex-III**.

Site Visit : Vendors are advised to visit the site and ask clarifications if required prior to their participation in the tender bid.

Safety Clause

- A.** a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

List of safety violations and penalty clause for the same

B. The list of safety violations have been classified in the following categories :

Category	Details of Violation
Minor	Annexure-1
Subsequent-Minor	Annexure-1
Major	Annexure-2
Subsequent-Major	Annexure-2
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability

1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.
3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

C. The penal actions for different types of violations will be as under :

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-

Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower. ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee
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MODE OF DEDUCTION OF PENALTY

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1st violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority to the within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly.

ANNEXURE - 1

MINOR VIOLATIONS

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydramac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle

16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding)violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

ANNEXURE –2

MAJOR VIOLATIONS

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc.)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

ANNEXURE : I TECHNICAL SPECIFICATIONS

DESIGN GUIDELINES

The following standards are to be used for design of Racking system.

- IS 801:1975 – Code of practice for use of cold formed light gauge steel structural members in general building conditions.
- IS 800:1984/2007 – Code of practice for general construction of steel.
- BS: 5950 (V): 1988 – Building design using cold formed steel sections.
- FEM 10.2.02 – Code of practice for design of steel pallet racking.
- FEM 10.3.01 – Adjustable beam pallet racking, tolerances, deformations and clearances.
- EN:15512:2009 – Steel static storage system – Adjustable pallet racking systems – Principle for structural design.
- SEMA Code of practice for the design of static racking.

RAW MATERIAL

Load Bearing Members of the system are to be made out of high strength HR steel having properties equivalent to grades specified by IS 5986 : 2002 and IS 2062 : 2006.

Steel Type	Minimum guaranteed yield strength	Equivalent international standard
IS:5986 - Fe 510 / Equivalent or IS 2062 - E350 / Equivalent	355 Mpa	JIS 3101: SS 490 EN 10025 : S 355 JR DIN 17100 : St 52
IS:5986 - Fe 410 / Equivalent or IS:2062 - E250 / Equivalent	255 Mpa	JIS 3101: SS 400 EN 10025 : S 235 JR
IS:3601 - 2006 / Equivalent IS:4923 - 1997 / Equivalent	210 Mpa	DIN 17100 : St 42

In addition to high strength, the raw material used for **structural load bearing members should possess adequate ductility to ensure toughness.**

Raw material traceability should be available at vendor plant to trace mother coil of all components.

- **PALLET SUPPORT BAR**

1. Utility : Pallet support bars are to be provided to make the **racking system more flexible by allowing**

non uniform depth pallet sizes to be stored, as well as for pallets to be stored in cross way. It is provided for every beam level in 115 units (B TYPE). 3 PSBs per pallet position is to be provided, i.e. 6 PSBs per loading level.

2. Profile should be **Lipped C with 6 bends**.
3. **Resting surface of the PSB is to be 65mm**.
4. Manufacturing is to be **press formed and welded**.
5. Surface finish is to be **epoxy polyester powder coated**.

- **4 BEND DECKING PANEL**

1. Utility : Decking surface on loading levels to be provided for every beam level in 59 units (A TYPE).
2. Profile : Should be **C section with 4 bends**.
3. Manufacturing should be **press formed**.
4. Deflection criteria shall be less than **span / 200 and tested as per FEM 10.2.06**.
5. The panels should be arranged in a series of beams. **Panel support bars to be used for fixing**.
6. Finish should be **epoxy polyester powder coated**.

- **COLUMN GUARD**

Upright guards are grouted in front of all aisle facing uprights. This is to avoid any accidental direct hit on bottom of racks by Fork Lifts or Stackers while handling pallets/cargo.

1. **Type of Profile:** Stiffened "C" profile.
2. **Height :** 400mm.
3. **Connectivity :** Grouting.
4. **Fasteners :** 3 No of M12 x 100
4 No of M10 x 25 Hex.Bolt

- **PRETREATMENT AND SURFACE FINISH**

Pre-treatment :

All components of the system are to be supplied duly finished with Epoxy-Polyester powder coating after doing the surface treatment of all the items by using pre-treatment method as mentioned below.

1. **Pre-treatment :** All components are to be subjected to a Five Zone 7-tank special pre-treatment. The pre-treatment process should consist of degreasing, phosphating and final rinse with demineralised water. All of the above mentioned processes are to be interspersed with rinsing with water of appropriate temperature.
2. **Degreasing :** Degreasing is to be carried out with the help of a two step chemical process within controlled temperatures.
3. **The degreasing should conform to the requirements of IS : 3194 / 6005 – 1980.**
4. **Phosphating :** Phosphating to be carried as per IS : 6005 and IS : 3618 Class D.
5. **After phosphating**, cold water rinse is to be done using two different tanks and one final rinse is done with RO water to remove all traces of retained chemicals.
6. **Dry off oven treatment :** The material should be dried up using drying oven at an air temperature of 125 deg C.

Final Finish :

1. **Uprights, beams and other items to have Epoxy Polyester powder coating (lead free) of the colour and shade is applied to all components with an average dry film avg 35 microns. Bracings are galvanised.**

2. **The material components are to be** oven baked within a controlled temperature as specified by Powder Manufacturer for a flawless finish.
3. **The finish is to be as strong so as to withstand a 2H pencil hardness test.**
4. Testing of paint for various physical and chemical properties to be done as per IS 101:1964

• **Certificate/documents to be submitted by successful vendor to us :**

1. **Third Party Inspection Certificate** by inspection agency approved SEMA (Storage Equipment Manufacturers Association Europe) like M/s. Cowen Associates is provided.
2. **Manufacturers Test Certificate.**

Annex-II

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- [a] Deposit of Earnest Money of Rs10,000/- (MSME/NSIC Reg. Vendors are exempted).
If bidder is MSME/NSIC registered, relevant document to be attached.
- [b] Average Annual financial turnover should not be less than 50.00 Lacs during the last 3 years ending 31st March'18.
- [d] Experience of having successfully completed similar works (Supply, Erection and Commissioning of Racking System/Decking Panel) during the last three years as on 31st March'15 for Government Departments, PSU/PSE, reputed private parties etc., Value of the job should be any of the following:
- i. Three similar completed works costing not less than 4 Lacs each.
 - ii. Two similar completed work costing not less than 5 Lacs each.
 - iii. One Similar completed work costing not less than 8 Lacs.
- [e] Duly signed Terms and Conditions of the Contract .
- [f] Bidders are required to submit Solvency Certificate from their Banker.
- [g]The bidder must have PF registration.
- [h] The bidder must have ESI registration .
- [i] Copy of recent payment challan of PF .
- [j] The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

2. Submission Of Online Bids

The bids should be submitted in 2[two] separate parts titled as

- [A] Technical / Commercial Bid [Unpriced]
and

[B] Price Bid

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

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

4. Acceptance of offers

4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

4.3. Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder. However, Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates

4.4 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.

4.5 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

a. 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.

b. 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 whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

6. Price Variation

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.

6.2 The quoted rates shall be kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender.

7. Notification of Award

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

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8. Earnest Money Deposit

The bidder shall be required to submit an **Earnest Money Deposit of Rs 10,000/- (Rupees Ten Thousand Only)** by way of Bank draft in favour of Balmer Lawrie & Co. Ltd drawn on a Kolkata branch of any Scheduled Bank and the same shall be returned to unsuccessful bidder after finalisation of tender. For successful bidder, the EMD shall be converted into Security Deposit(SD) and the same shall be released after successful completion of work only.

If the successful bidder is unable to accept or execute orders when placed upon him or fails to execute the job or withdraws or revises his quoted prices within the validity period of his tender/contract after placement of the order/letter of acceptance, their EMD/SD shall be forfeited.

9. Completion Period

The entire supply of Decking Panel materials, Upright Guard & Accessories to complete the job as per specifications and BOQ should be completed within 16 weeks of awarding the contract. Installation, Commissioning and handing over the entire System then to be completed within 2 weeks from handing over the site by Balmer Lawrie.

10. Rates, Taxes & Duties

Vendor shall quote basic price in Price Schedule part of the NIT. However, the bidder shall clearly mention the rate for applicable GST, Entry Tax(if any) & HSN Code in the hard copy document to be submitted by them. Bidders are required to attach a statement providing these Tax details and the same are to be uploaded in eproc site and to be submitted to BL office along with EMD & other hard copies as asked for.

11. Payment Terms

50% payment will be made against receipt of material at our site. Balance payment would be made within 15 days after satisfactory completion of work duly certified by the concerned Engineer- In-Charge after deduction of 5% towards "Retention Money" as per clause 12 of General Terms & Conditions. Income Tax/Sales Tax, etc if any applicable will be deducted from the bills as per the statutory regulations.

12. Retention Money

5% of the total bill value will be withheld as “Retention Money” and can be released on submission of a Bank Guarantee for an equal value after completion and acceptance of work for the defect liability period and performance maintenance period, which shall be twelve months from the date of completion of work. The Bank Guarantee is to be valid for a period of one year and six months.

13. Packing, Forwarding & Transportation

Bidder shall arrange for proper packing of the materials so that it can withstand the transit and handling hassles upto delivery at our site. Cost of P & F shall be included in the offer and BL shall not make any extra payment on this account.

Bidder shall arrange for the necessary transportation of the materials upto our site. Cost of transportation shall be borne by vendor.

14. Insurance

Bidder shall arrange for proper transit insurance coverage of the materials. All risk up to delivery and commissioning of the equipment at site will be to bidder’s account.

15. Compensation For Late Delivery

In case of late delivery beyond the stipulated date , compensation for late delivery @ 0.5% per week or part thereof , subject to a maximum of 5% of total order value shall be deducted from the vendor’s bill .

16. Penalty Due To Non-Performance

Successful bidder shall post their representative for supervising the above work. In case any work allotted is not completed on time or there is delay in completing the work, the company will be forced to get the work done through some other agency and the amount incurred for the same will be recovered from the contractor.

17. Work Permit & Work at Height Permit

Successful vendor is required to obtain Work Permit and also Work at Height Permit (wherever vendor is required to work at height) from Balmer Lawrie mentioning details of work men to be engaged which should be in specific Format as specified by Balmer Lawrie-CFS , without which no job shall be allowed to be performed. Appropriate PPE has to be used by the installation personnel as per the requirement and norms.

18. Contractors Responsibility

The contractor shall undertake to comply with all statutory regulations, like ESI Act, PF Act, Bonus Act, Gratuity Act, Minimum Wages Act, Factories Act, Contract Labour Act, etc. or any other act that may be applicable for employment of their workmen. Any expenses incurred by Balmer Lawrie & Co Ltd., under the regulations will have to be reimbursed by contractor. The contractor will be the ultimate employer of their personnel and they shall supervise the work of the men engaged by them for deliverance and performance of the contract. The contract shall be strictly between the company and the contractor.

The contractor shall at their expense comply with all the labour laws and keep Balmer Lawrie & Co. Ltd indemnified in respect thereof. The contractor should comply with all rules and regulations of West Bengal State Labour Board or any other body / bodies as required.

16. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

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17. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

18. Liability & Ensuring Safety

The contractor should ensure that during the time of execution there is no damage to the property/personnel of Balmer Lawrie & Co. Ltd. In the event of such damage, it will be repaired / replaced by the company at the risk and cost of the contractor.

19. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents, increase or decrease quantity as mentioned in Price Bid(BOQ) including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

21. Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

22. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL/CFS/Kol/Deck Panel to Racks/19-20 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

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./LPP	
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 / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MS MED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	If MSME vendor is SC/ST to be mentioned and Certificate to be attached	

Annexure III

PRICE BID

Sl. No	Item Description	Qty	Unit	Basic Rate	Amount
1	Supply of 4 bend decking panel for the loading levels of C type Rack having width of 2710mm(I/I) frame depth of 1000mm having no of levels per unit-G+5 in compliance with Technical Specifications mentioned above.	88	Nos (Loading Levels)		
2	Upright Guard as per detailed Technical Specification mention above.	20	No		
3	Installation Charges for both item No. 1and itemNo.2 above.	LS			
TOTAL BASIC AMOUNT					

Seal of the company

Signature

Date

Name

Designation

Place

Name of the Company