

(Regd. Office: 21, N.S.Road, Kolkata-700001)

**Tender Ref: SBULC/CAP/27/FLP MOTOR/239/1617**

**Dated: 02.01.2017**

**Due date: 13.01.2017**

**Sub: Inviting Offers for Supply of 10 HP Flame Proof (FLP) Motor as per specification – 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 offers for supply of **FLP Motor of capacity 10 HP** 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**

Flame Proof (FLP) Motor of Capacity 10 HP- 1 No.

## **3. ITEM TECHNICAL SPECIFICATIONS**

**Refer Annexure – 1**

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

## **4. PAYMENT TERMS**

4.1 Our payment terms would be

--100% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;

**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, in case of advance payment shall be submitted within 10 days from the date of LOI/PO.**

4.2 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.

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

**4.3 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.**

**5. DELIVERY**

Delivery is expected within **2-4 weeks** from the date of LOI/PO. Earliest delivery is expected. However supplier to mention possible earliest delivery period. Test certificate shall be submitted along with supply.

**Any delay in submission of Bank Guarantee will be counted into delivery time taken by vendor only.**

**6. LD Clause:**

The motor shall be delivered to us 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 subject to a maximum of 5% on delayed items.

**7. 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

**8. 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.

**9. 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.

**10. INSPECTION & TESTING**

Inspection and Performance test of the motor shall be conducted at the vendor's premises before delivery, in presence of BL representative, if required.

Vendor has to provide 2 copies of operating and maintenance manual, with relevant documents, drawing, material test certificates, etc, if any related to the tendered. Motors.

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## **11. 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.

## **12. SALES TAX / EXCISE 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 excise/tax paid invoice so that equivalent amount may be availed as Cenvat / VAT credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of excise paid invoice for availing Cenvat to the Company at the time of delivery of the consignment. Form pertaining to applicability of concessional rate of Sales Tax shall be issued to the vendor by BL, as necessary.

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.

## **13. 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.

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#### 14. 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). The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

#### 15. SUBMISSION OF TENDER DOCUMENT

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 tender documents and furnished along with the submission of tender documents. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. **The deviations, if mentioned, are subject to approval by BL.**

##### Tender document shall comprise the following:

1. Copy of this tender document No. **SBULC/CAP/27/FLP MOTOR/239/1617** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. Duly filled specifications as sought in **Annexure-1**
3. Duly filled commercial terms as sought in **Annexure- 2**
4. **Duly filled price bid form as sought in Annexure-3**
5. Duly filled vendor details as sought in **Annexure-4**
6. In case of vendor being dealer/distributor, copy of authorization from Manufacturer shall be submitted.
7. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
8. The sealed envelope containing all the above documents super scribing **"Offer for – "10 HP FLP MOTOR"**, Ref: Tender No **SBULC/CAP/27/FLP MOTOR/239/1617 Due on 13.01.2017** shall be submitted **as hard copy** at the following address:

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

Phone : 044 – 25946543/00  
Fax : 044 – 25941156  
email:a.arun@balmerlawrie.com

#### 16. EVALUATIONS OF BIDS

The price given in **Annexure-3** shall be used for grading the bidders. Evaluation of the price bids of **technically qualified bidders** will be done and overall lowest landed rate shall be taken as L1 price and next lowest as L2 price and so on. Order will be awarded to L1 bidder.

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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, the facilities of the manufacturer and their clients will be visited by BL for verification.**

#### **17. VALIDITY OF OFFER**

Your offer should be valid for our acceptance up to **45 days** from the due date of this tender **(i.e. From 13.01.2017)**.

#### **18. 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 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.

#### **19. AWARD OF CONTRACT**

The order will be awarded to the lowest quoted tenderer based on the rate provided in **Annexure- 3**

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 (1 page) - Technical Requirements  
Annexure- 2 (1 page) - Commercial Requirements  
Annexure- 3 (1 page) - Price bid form  
Annexure- 4 (1 page) - Vendor Details  
Deviation Sheet Format (1 page)**

*Seal & Signature of the Tenderer:*

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

**Technical:**

**10 HP FLAME PROOF (FLP) MOTOR**

SL. No.	TENDER REQUIREMENT		VENDOR'S OFFER
	DESCRIPTION	SPECIFICATION/REQUIREMENT	
1	QNTY	1 No	
2	MOTOR DETAILS		
a	TYPE	Flame Proof (FLP), 3 Phase, 50 Hz Induction Motor, 415 V	
b	MOUNTING	Foot Mounted	
c	MAKE	Kirloskar/Crompton/Bharat Bhijlee/NGEF	
d	KW/RPM	7.5 KW/ 1440 RPM	
e	CAPACITY	10 HP	
f	EFFICIENCY	IE-2/IE-3	
g	INSULATION	Class- F	
h	GAS GROUP	II A, II B	
i	HAZ. AREA	Zone I, Zone II	
j	AMBIENT TEMP	0 – 50 deg C	
k	FRAME SIZE	Vendor to specify	
l	INGRESS PROTECTION	IP 55 (min)	

**NOTE:**

Test certificate shall be submitted along with supply.

For technical related queries kindly contact Mrs. M. Valarmathi - 044-25946563

*Seal & Signature of the Tenderer:*

**Vendor is requested to confirm all the data provided in the table below:****Commercial:**

SL No.	ITEM DESCRIPTION	BL REQUIREMENT	VENDORS OFFER
1	Validity	45 days from <b>13.01.2017</b>	
2	Delivery	Within 2-4 weeks from date of LOI/PO.	
3	Guarantee Period	12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier.	
4	Payment Terms	100% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;	
5	Packing and Forwarding	To be Specified by Vendor	
6	Taxes & Duties		
a	Excise Duty (Chapter ID & Tariff no of motor to be given, if excise is applicable)	To be Specified by Vendor	
b	Sales Tax	To be Specified by Vendor	
c	Octroi Duty, If any	To be Specified by Vendor	
7	Transit Insurance	To be arranged by Vendor	
8	Transportation	To be arranged by Vendor	
9	Unloading	By BL	

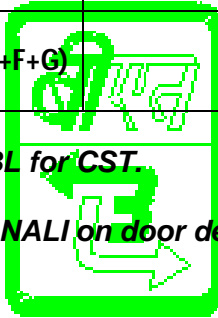
***Seal & Signature of the Tenderer:***

**PRICE BID FOR SUPPLY OF FLAME PROOF (FLP) MOTOR OF CAPACITY AS  
PER SPECIFICATION- 1 No AT SBU LC MANALI**

SL NO.	DESCRIPTION	UNIT	QTY	RATE/UNIT IN Rs.	AMOUNT IN Rs.
1	10 HP FLP MOTOR AS PER SPECIFICATION	No	1		
A	TOTAL BASIC				
B	P&F, IF ANY				
C	TOTAL (A+B)				
D	EXCISE DUTY ON C@_____	%			
E	VAT/CST** ON (C+D)@_____	%			
F	FREIGHT	LUMPSUM			
G	INSURANCE	LUMPSUM			
H	TOTAL [FOR MANALI] (C+D+E+F+G)				

**\*\* -Form 'C' shall be issued by BL for CST.**

- **Price should be FOR MANALI on door delivery basis. Unloading at site by BL.**



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



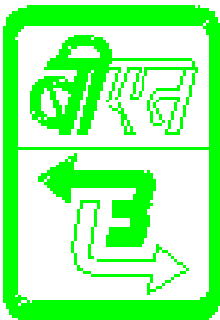
**Annexure - 4**  
**(Page 1 of 1)****Vendor is requested to provide all the data in the table below, as applicable:**

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* / trader / others (specify it)
12.	If MSME registered, under category SC/ST?	
13.	Contact Person	
14.	Inco terms	
15.	Taxes applicable	
16.	CST NO ( if applicable )*	
17.	TIN NO ( if applicable )*	
18.	Service Tax/ Reg No ( if applicable )	
19.	PAN No*	
20.	Excise Registration No*	
21.	Excise range	
22.	Excise Division	
23.	Excise Commissionerate	

\* - relevant registration/certificate copies shall be submitted.

*Seal & Signature of the Tenderer:*

**DEVIATION SHEET**

CI No. of EOI /Tender	Tender Requirements	Deviation
		

*Seal & Signature of the Tenderer:*