



Balmer Lawrie & Co. Ltd.

(G & L- Silvassa)

(A Government of India Enterprise)

Survey No. 201/1, Sayli, Sayli-Rakholi Road, Silvassa-396230 (D&NH).

Phone- 9099084731, 9099084732: Extn 12, E-mail - srivastava.sk@balmerlawrie.com

e- TENDER ENQUIRY

e-Tender No :- GLS/TE20/020

Date:- 24/08/2020

Due date : 07/09/2020 till 6.00 PM

Dear Ma'am/Sirs,

Subject : Supply & installation of One Unit of Pour & Cloud Point Bath along with assembly & other accessories.

On line Bids [Two Parts] are invited only from Potential Vendors for the subject supply and installation as per the Technical Specification and General Terms & Conditions are enclosed in annexure-A and B respectively. Offers over Fax/Email/Sealed Envelop would not be considered for final evaluation.

Your offer, complete in all respect furnishing details of price break-up as per our format should be submitted online on or before the due date.

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd.

(S.K. Srivastava)
Manager (Purchase)

Encl.: As above

Declaration for GeM

“The tendered item is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”



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Annexure-A

Technical Specifications of Pour & Cloud Point Bath:

The instrument is meant for measurements of pour & cloud point of Base Oils, fuel oils & lubricating oils as per ASTM D97.

1. The unit is be designed to meet the test method of ASTM D97.
2. Must be suitable for use to carry test of above specified petroleum oils as per test method.
3. The bath should be triple walled in construction with inner chamber made of SS 304 & Exterior of G.I sheet duly finished in Powder coated shade.
4. The unit Should have 4 Compartment for 4 different temperature range in (STANDARD UNIT)

1st compartment	:	(-) 01°C to	(-) 02°C
2nd compartment	:	(-) 15°C to	(-) 18°C
3rd compartment	:	(-) 32°C to	(-) 34°C
4th compartment	:	(-) 47°C to	(-) 51°C
5. The top surface of units should be Bakelite thick sheet for easy cleaning.
6. Each compartment should have 4 test jacket made of copper cylindrical with flat bottom.
7. Test jar should be made of clear cylindrical glass with flat bottom.
8. All 4 compartment should have 4 cooling system which includes hermetically sealed compressor, condenser, fan motor etc & CFC free Cooling system.
9. All 4 Compartment Temperature should be controlled by separate Microprocessor based PID temperature controller with Digital indication.
10. Facilities of selection of single, two or three chamber also.
11. **SAFETY CONTROLLER** required to take over control in case of Temp. overshoot or if main PID Temp. Controller fails.

12. Chamber Size & Specifications:

Available Compartment/ Chamber (unit type)	Test Jacket in Each Chamber	Temperature Range	Outer Size (Max.) (W x L x H)
4 Chamber Compact	4 Nos. x 4	(-)1°C to (-) 2°C, (-)15°C to (-)18°C, (-) 32°C to(-)34°C, (-) 47°C to (-)51°C	24" x 45" x 50"

The instrument should have twelve months of guarantee/warranty after successful and satisfactory installations of the instrument.



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Annexure-B

1.0.0 General Terms & Conditions

1.1.0 General instruction: - Do not leave any space blank or incomplete, write NA/NIL/Free wherever applicable. Each page of the technical offer (enclosures along with tender document) has to be acknowledged by the bidder with their acceptance (signature & company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretations, such matter shall be brought to the attention of the BL (Balmer Lawrie & Co. Ltd.), at least four days before/prior to the date of filling/submission of the Tender.

1.2.0 **Submission of Technical offer [unpriced bid/pre-qualification] :** -The price should be submitted on line through Balmer Lawrie e-procurement portal <http://balmerlawrie.eproc.in>.

Bidder shall submit their unpriced bid in a single bid /envelope superscripting the envelope with tender no, date & due date along with following enclosures- before due date of the tender. Same documents have to be uploaded online also.

- 1) Covering letter containing company/machine's model detail.
- 2) Signed and Stamped tender document as a token of acceptance of tender terms.
- 3) EMD [Earnest Money Deposit] as per details given below.
- 4) Model Specification Sheet with respect to our tender specification.
- 5) Bidder has to submit one purchase order/completion certificate of supply of similar type of Machine to any reputed company of Private or Public Sector company.
- 6) Vendor should have company owned service stations/offices/centers in nearby areas/cities.
- 7) Minimum Turnover of the vendor should be Rs 1 Cr. in each year starting from 2016-17,2017-18 and 2019-20.
- 8) 2 Nos of Purchase Orders of any year starting from 2016-17 of similar type of Machine to any reputed company of Private or Public Sector.

The price bid of technically qualified, would be opened and considered for final evaluation only.



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1.2.1 **EMD :-** [As per details given below] and Offer without EMD would not be accepted from Non-MSME vendors. Please refer below for more details. Tenderers /Bidders are required to pay an **EMD amount of Rs 10,000** by way of Demand Draft / A/C Payee pay order/ Bank Guarantee / NEFT/RTGS/IMPS/ Online Transfer. Proof of the same has to be submitted along with the unpriced bid. The Demand Draft should be drawn in favor of “Balmer Lawrie & Co. Ltd” payable at Silvassa for EMD. EMD in the form of Bank Guarantee as per the company’s specified format may also be submitted. EMD/Security Deposit can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC “HDFC0000074”) through electronic transfer and proof of transfer of funds should be deposited with us. EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. MSME/SSI registered company/unit has to submit the proof of registration to get the waiver of EMD. EMD of non-successful bidder would be returned after finalization of tender. EMD of successful bidder would be retained as security deposit till the execution of contract. Each page of the offer (enclosures) has to be acknowledged by the bidder with their acceptance (signature company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection.

Provisions for Micro and Small Enterprises (MSE):

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

Qualification Criterion for MSE’s for availing the above benefits:

MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry’s circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.

The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.



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All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

Bidder should read Government Notification dated 1st, June'2020 in respect of "New Definition of MSE" as under before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

**MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES
NOTIFICATION**

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

Preference to Make In India Policy – Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India. Further the above referred Order defines 'Local Content', "Class -I local supplier" and "Class II local supplier" as under: "Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class – I local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – II local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50 %, as defined under this Order.

Non-Local supplier' means a supplier OR service provider, whose goods, services or f works offered for procurement, has local content less than or equal to 20%, as defined under this Order. In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate duly signed by authorized person of your company letter head regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.



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1.3.0 **Acceptance of offer:** - Balmer Lawrie & Co. Ltd. reserves the right to reject/accept all or any offer(s) without assigning any reason whatsoever.

1.4.0 Selection & placement of offer:

Balmer Lawrie reserves the right to place the 'Purchase Order', which will be placed on the technically & commercially qualified vendor(s), whose total price is found lowest. Price bid of technically qualified bidders would be opened and considered for final evaluation.

1.5.0 **Jurisdiction:** - All disputes are subject to Silvassa jurisdiction.

1.6.0 **Delivery period:** -The expected completion period of subject supply should be 75 days from the date issue of Purchase Order (PO) or LOI which ever is earlier. However, the short/early completion period quoted by bidder for the job(s) may be preferred. The items should be delivered free to our works Survey No. 201/1, Sayli, Sayli-Rakholi Road, Silvassa- 396230(D&NH).

1.7.0 **Liquidated damages:**-Vendor shall be liable to pay liquidated damages for the following.

1.7.1 Failure to complete supply of item to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of PO value per week or part there of subject to a maximum of 5.0%.

1.7.0 **Price schedule:** - The price shall be quoted as per specified format given on e-procurement portal. The price must be quoted considering technical specification – NO Deviation shall be considered or accepted in specification and tender terms.

1.9.0 **Payment terms:** - (i) 90% on 30 days credit after supply, installation and commissioning of the item as per PO/LOI on them for respective supplies with acceptance/certification by BL from date of submission. (ii) Balance 10 % of PO/LOI would be retained a Performance Bank Guarantee. Successful bidder can submit the same in the form of Bank Guarantee as per BL Format.

1.10.0 **Guarantee Period:** - The instrument should have one year of guarantee/warrant after successful and satisfactory installation



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1.11.0 **Validity of offer:** - The offers shall remain valid for a period of 90 days from the date of the offer.

1.12.0 **Documents:** - Vendor shall submit the product catalog/manual complete specifications and model approval certificate of the offered items.

1.12.0 **Mandatory:** - Vendor should submit required certificates/manuals of this instrument.

1.13.0 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 the E-Procurement platform. The Company calling for tenders should not be responsible for any claims/problems arising out of this.

1.14 Disclaimer Clause:

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. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

1.15 TENDER CANCELLATION CLAUSE: Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

1.16 **Factory Rule:** Your driver/cleaner has to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

1.17 **Responsibility of the vendor:** The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery.

1.18 Tender Submission (in hard copies)

“Un-priced Bid” in a sealed envelope super scribing the tender enquiry should reach our office on or before due date 28/08/2020 till 6.00 PM at the address given below.

Purchase Dept
Balmer Lawrie & Co. Ltd.
Survey No. 201 /1 Sayli Silvassa-396230

Technical Bid to be submitted complete in all respect in *a sealed cover (Un-priced Bid) super scribed with Tender Number, Subject and due date. Price Bid has to be uploaded online only.*



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1.19 Rejection of Bid:- The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

1.20 Delays

Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

Delay in Service

The bidder shall try to render service as mentioned in the scope of work within the stipulated time. Delays in Service will attract Liquidated damages as per tender terms.

Delay due to Force Majeure

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

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

Sub-Contracts

The successful bidder shall not assign the Contract in whole or part.

Successful bidder warrants that all goods/materials/service covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods/service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

Termination

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

The bidder fails to comply with any material/service term of the Contract.



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The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.

The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.

The bidder becomes bankrupt or goes into liquidation.

The bidder makes a general assignment for the benefit of creditors.

A receiver is appointed for any substantial property owned by the bidder.

The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery/service or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited .

For clarifications required, if any, please contact the undersigned during office hrs.

2.0.0 Procedure for Bid Submission

The bidder should submit their response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids should be entertained by the Tender Inviting Authority. The bidders should submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents displayed in procurement web site. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder should sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

Digital Certificate authentication:

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

Contact Person (Monday to Friday)	E-Mail ID	Tel. No.
Mr.Tirtha Das (Kolkata)	tirtha.das@c1india.com	9163254290
Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	8811093299



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Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	022-66865608
Helpdesk Support (Kolkata)		8017272644

Address: M/s C1 India Pvt Ltd., C104, Sector – 2, Noida 201 301.

You may also get in touch with their Representative Mr. Ritabrata Chakraborty [e-mail id: ritabrata.chakraborty@c1india.com, Cell No. 09748708094 alternately you may contact Mr. Ujjal Mitra [07702669806], or Mr. Rajesh Kumar – 09650465143].

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. should not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids should not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders should sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

Contact Person :

Contact Number :

Signature with official
stamp