

Tender Ref: BL/LC/MAN/CP7WM/LT/202021/0093

Dated: 16.09.2020

Due date: 28.09.2020

Sub: Inviting offers for Supply of 300 kg Platform Weighing Machines as per specification to SBU LC 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 offers for **supply of Platform Weighing Machine of capacity 300 kg** as per specification to their Chennai plant, from approved and experienced Original Equipment 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

Platform Weighing Machine of capacity 300 kg as per specifications-2 Nos

3. ITEM TECHNICAL SPECIFICATIONS

Refer Annexure – 1

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

4. PAYMENT TERMS

4.1 Our payment terms would be

--90% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;

-Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.

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, 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.

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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. Bill must be submitted along with the copy of relevant proof of statutory payments, if any as required.

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. However, vendor shall mention their possible delivery period clearly in the offer.

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

6. LD Clause:

Material 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 on delayed items subject to a maximum of 5% on basic material value 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

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 vendor. Necessary support shall be provided by BL in respect of claim on insurance company by the latter.

10. INSPECTION & DISPATCH

If required, the weighing machines would be inspected at the vendor's premises before dispatch and performance test shall also be conducted at the vendor's premises

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

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11. INSTALLATION

Vendor shall be available for installation and testing of all the weighing platforms. Charges if any towards stamping, installation & testing shall be included in the basic price itself. Offers indicating that charges for installation and testing is extra will be rejected.

12. 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.

13. GST 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 vendor's invoice.

14. 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.

15. 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,

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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.

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

17. 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. **BL/LC/MAN/CP7WM/LT/202021/0093** 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. Deviation sheet as per format [nil statement to be attached even if there are no deviations].

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7. The sealed envelope containing all the above documents super scribing "Offer for – **“Platform Electronic Weighing Balances”**, Ref: Tender No **BL/LC/MAN/CP7WM/LT/202021/0093 Due on 28.09.2020** shall be submitted **as hard copy** at the following address:

SM [SCM- Capex & Projects]
BALMER LAWRIE & CO. LTD.
SBU-Leather Chemicals
32, Sathangadu Village, Manali,
Chennai – 600068.

Phone : 044 – 25946563/00
Fax : 044 – 25941156
email : valarmathi.m@balmerlawrie.com

18. EVALUATIONS OF BIDS

The price bids submitted by the tenderer in the price bid form enclosed as **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 (net of GST) shall be taken as L1 price and next lowest as L2 price and so on. **100% order will be awarded to L1 bidder.**

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.

19. VALIDITY OF OFFER

Your offer should be valid for our acceptance up to **60 days** from the due date of this tender **(i.e. From 28.09.2020)**.

20. 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.

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21. AWARD OF CONTRACT

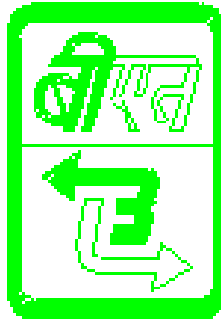
The order will be awarded to the lowest quoted tenderer based on the rate provided in **Annexure- 3**

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

SM (SCM – Capex & Projects)

**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)**



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Vendor is requested to confirm all the data provided below:

Technical:

PLATFORM WEIGHING MACHINE OF CAPACITY 300 kg

| SL NO | DESCRIPTION | REQUIREMENT/SPECIFICATION | VENDOR'S OFFER |
|-------|------------------------|--|----------------|
| 1 | QUANTITY | 2 Nos | |
| 2 | Make/Model | Vendor to specify | |
| 3 | CAPACITY | 300 kg min | |
| 4 | READABILITY | </= 20 g | |
| 5 | LINEARITY | +/- 20 g | |
| 6 | REPEATABILITY | 20 g | |
| 7 | PLATFORM SIZE | 600 X 600 mm (Min) | |
| 8 | TOP COVER and ROLLERS | SS 304 | |
| 9 | FRAMES | MS | |
| 9 | LOAD CELL | SS 304; IP 66; VENDOR TO SPECIFY DETAILS | |
| 10 | INDICATOR | Flameproof; DIGITAL; WITH MS STAND | |
| 11 | CALIBRATION & STAMPING | To be done as per govt guidelines | |
| 12 | CATALOGUE/DRAWING | TO BE SUBMITTED | |

Note: The specification given above are indicative only. Vendor need to provide suitable weighing platform as per the service condition.

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Annexure - 2
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Vendor is requested to confirm all the data provided in the table below:
Commercial:

| SL No. | ITEM DESCRIPTION | BL REQUIREMENT | VENDORS OFFER |
|--------|---|--|---------------|
| 1 | Validity | 60 days from 28.09.2020 | |
| 2 | Delivery | To be Specified by Vendor | |
| 3 | Guarantee Period | 12 months from the date of installation & commissioning | |
| 4 | Payment Terms | 90% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance; Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period. | |
| 5 | Packing and Forwarding | To be Specified by Vendor | |
| 6 | 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 | |
| 7 | Transit Insurance | To be arranged by vendor | |
| 8 | Transportation | To be arranged by vendor | |
| 9 | Unloading at BL site | By BL | |
| 10 | AMC for first one year | Vendor's scope, free of cost | |

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PRICE BID FOR SUPPLY OF PLATFORM WEIGHING MACHINE- 2 NOS
AT SBU LC MANALI

| SL NO. | DESCRIPTION | UNIT | QTY | RATE/UNIT IN Rs. | AMOUNT IN Rs. |
|--------|---|------|-----|------------------|---------------|
| 1 | PLATFORM WEIGHING MACHINE 300 kg CAPACITY AS PER SPECIFICATION INCLUDING INSTALLATION & TESING AT BL SITE AND FREE AMC FOR FIRST ONE YEAR | NOS | 2 | | |
| A | TOTAL BASIC | | | | |
| B | CGST@_____ ON A | % | | | |
| C | SGST@_____ ON A | % | | | |
| | OR | | | | |
| D | IGST@_____ ON A | % | | | |
| E | TOTAL [FOR MANALI] (A+(B+C) Or D) | | | | |
| F | 8 DIGIT HSN CODE | | | | |

- Price should be FOR MANALI on door delivery basis, including P&F, transportation, transit insurance, installation & commissioning and Free AMC for first one year.
- Material Test Certificates for all bought out items to be submitted, if applicable at the time of supply.
- Operating manual, technical brochure, maintenance manuals as applicable for the weighing machine to be submitted along with supply.

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

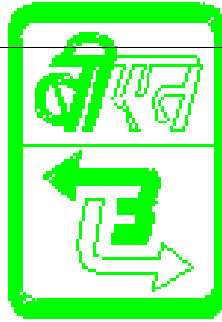
| | | |
|-----|---|---|
| 1. | Supplier Name | |
| 2. | House No with address 1 | |
| 3. | Address 2 | |
| 4. | City | |
| 5. | Postal code | |
| 6. | State | |
| 7. | Tel No | |
| 8. | Mob No | |
| 9. | Fax | |
| 10. | Email | |
| 11. | Industry Type* | Domestic / service vendor / MSME* / SSI* / trader / others (specify it) |
| 12. | If MSME registered, provide UAN number | |
| 13. | If MSME registered, under category SC/ST? | |
| 14. | Contact Person | |
| 15. | PAN no* | |
| 16. | State code (as per GST) | |
| 17. | GSTIN Registration number* | |
| 18. | Proof of GSTIN Registration number per state (From GSTN website)* | |
| 19. | Particulars of Bank Account * | |
| (a) | Name of the Bank | |
| (b) | Name of the Branch | |
| (c) | Type of Bank Account (Current/Saving/Cash Credit etc) | |
| (d) | Account No. | |
| (e) | IFSC No. | |

* - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted. Also cancelled/ copy of cheque for bank account verification need to be submitted by vendors who have not done any transactions with BL in last 2 years.

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DEVIATION SHEET

| CI No. of EOI/Tender | Tender Requirements | Deviation |
|-----------------------------|----------------------------|------------------|
| | | |



Seal & Signature of the Tenderer: