

(A Government of India Enterprise)
SBU: Greases & Lubricants, MANALI, CHENNAI 600 068.
Phone: 044-2594 6621 / 6500 Fax No: 044-2594 1436,
email: santhanakrishnan.pg@balmerlawrie.com,
website: www.balmerlawrie.com

REF: GLC/TE20/018

<u>Dated: 25.01,2021</u> <u>Due date: 08.02,2021</u>

TENDER ENQUIRY

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

To All Eligible Vendors.

Dear Sir,

Sub: Statutory Stamping Job on our existing various types of weighing scales.

Please let us have your lowest offer for the statutory stamping job to be carried out by your assistants/supervision/liaison job from respective statutory bodies and to get relevant valid Stamping Certificate from them immediately. The list of our existing weighing machines are given in the attached (Annexure - 1)

In case of seeking clarification, the bidders may contact Mr. V.V. Srinivasan -Junior Officer (Production) # 9498335895 during office hours between 10.00AM and 4.00PM.

Complete tender form by the bidder in all respect duly signed, sealed and superscribed on the cover as "Statutory Stamping Job on our existing various types of weighing scales" should be forwarded to

Senior Manager (SCM)
M/s. Balmer Lawrie & Co. Ltd.,
(A Govt. Of India Enterprise)
Greases and Lubricants
32, Sathangadu Village, Manali,
Chennai – 600 068, Tamilnadu

The bidders shall send their bids either by courier / post (or) dropped in the Tender Box kept at the above address.

Details of the tender are also available in our company's website www.balmerlawrie.com.

The last date for submission of bid for the above tender is on or before 08.02.2021 @ 3.00PM.

Thanking you

Yours faithfully

for Balmer Lawrie & Co. Ltd.

(P.G. Santhana Krishnan) Senior Manager (SCM)

Ph: 25946621/ 9445551793

TERMS AND CONDITIONS

- 1. The term "Company (or) BL" wherever mentioned in the tender document refers to "BALMER LAWRIE & CO. LTD."
- 2. The term "bidder" means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
- 3. Validity Period of Service: The contract will be for a period of 1 Year (12 Months) i.e. From March 2021 to Feb 2022.
- 4. The Rate quoted by the successful bidder against this Tender shall be <u>FIRM and FINAL</u> through out the above said contract period. Except for statutory levies imposed by Union / State Govt./ Local authorities.
- 5. <u>Validity of Offer:</u> The quotation should be valid for the company's acceptance for a period of 90 days from the date of opening of the tender.
- 6. Payment: Payment will be released **7 days** from the date of submission of receipt of proper valid Stamping Certificate as per statutory requirements.
- 7. Provisions for Micro and Small Enterprises (MSE):
 - a) The tendered quantity cannot be split due to operational viability as considered appropriate by tendering authority. Hence MSE price preference shall not be applicable in this tender.
- 8. <u>Sub-Leasing</u>: The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
- 9. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
- 10. The company would not carry out any negotiations except with such bidders who is / are the lowest quoted bidders originally. As such it would be in the interest of the bidders to quote the lowest possible rate.
- 11. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
- 12. 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.
- 13. STATUTORY COMPLIANCE / DISCIPLINE OF EMPLYOEE: The successful bidder will be responsible for the statutory compliance eg. PF, ESI, Workmen compensation / discipline of his employees inside our factory. The successful bidder will be deemed to be the ultimate employer of his men.
- 14. Penalty Clause: Any failure on the part of the successful bidder to execute the contract as per the order terms and condition will be viewed seriously. Further, the company reserves the right to rent the equipment from the local market at the prevailing rate and the additional cost if any incurred in this process will be recovered from the successful bidder. Also, the successful bidder may be debarred from participating in future tenders of the company.

15. HSE REQUIREMENTS BY CONTRACTORS

a. Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing. The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be deenergized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.
- b. Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

- c. Environmental Requirements
 - Waste Management: The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles. Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.
- 16. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS: The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5,000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.
- 17 ARBITRATION: Dispute Resolution, Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governess by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co. Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

- 18 **TENDER CANCELLATION:** The tender may be cancelled due to any unforeseen / unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of BL and BL is not liable to provide any reason to the applicants for the same.
- 19 **GST CLAUSE:** The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.

Tender no: GLC/TE20/018 DT: 25.01.2021 DUE DATE: 08.02.2021

S. No.	Make	Weighing Scales	Capacity	M/c No.	Stamping done on	Stamping due on
1	Avery	Mechanical Dial Scale	300 Kg	C-868727	13-02-2020	13-02-2021
2	Avery	Mechanical Dial Scale	300 Kg	C-889362	13-02-2021	12-02-2022
3	Avery	Mechanical Dial Scale	300 Kg	C-878367	13-02-2020	13-02-2021
4	Avery	Mechanical Dial Scale	300 Kg	C-937554	13-02-2020	13-02-2021
5	Avery	Mechanical Dial Scale	300 Kg	C-878434	13-02-2020	13-02-2021
6	Avery	Mechanical Dial Scale	300 Kg	C-868773	13-02-2020	13-02-2021
7	Matther Platt Filling Machine	Grease Filling Machine	7 Kg	OP8762D	18-02-2021	17-02-2022
8	Elder	Table TOP Balance	5Kg	950301359	13-02-2021	12-02-2022
9		Table TOP Balance	20 Kg	950301352	13-02-2021	12-02-2022
10		Plat Form Scale	300 Kg	970305778	13-02-2021	12-02-2022
11		Plat Form Scale	300 kg	970305785	13-02-2021	12-02-2022
12	Age of a state of	Auto Grease Filling Machine	30 Kg	705015810	14-02-2019	14-02-2019
13		Auto Grease Filling Machine	300 Kg	403056687	22-02-2019	22-02-2019
14	Production in the second	Auto Oil Filling Machine	300 Kg	705014271	E.F. Cadol, hipe w	(Geveening Ly
15	Jay Equipment	Auto Grease Filling Machine	300 Kg	1411025C	18-02-2021	17-02-2022
16		Plat Form Scale (Jaypan Flexi)	300 Kg	1711004C	27-12-2020	26-12-2021
17		Plat Form Scale (Jaypan Flexi)	100 Kg	1710024C	27-12-2020	26-12-2021
18	Cadetronics	Auto Oil Filling Machine	300 Kg	56M155	18-02-2021	17-02-2022
19	Atama	Table TOP Balance	30 kg	G 80957	13-02-2021	12-02-2022
20	Anamed	Table TOP Balance	12 kg	700107	13-02-2021	12-02-2022
21	Mettler	Table TOP Balance	.2 Kg	J73642	13-02-2021	12-02-2022
22	Avon	Table TOP Balance	5 Kg	AV 110061	13-02-2021	12-02-2022
23	Perfect Weighing System Pvt. Ltd.	Plat Form Scale	300 Kg	2003 P 490	13-02-2021	12-02-2022
24		Plat Form Scale	30 Kg	2003 P 491	13-02-2021	12-02-2022

(Note: - Any clarification regarding on above items may kindly be contacted Mr. V V.Srinivasan–Jr. Officer [Production] cell_no: 8939667152 / 044-25946626)