



**Balmer Lawrie & Co. Ltd.**

**(G & L- SILVASSA)**

(A Government of India Enterprise)

Survey No.201/1,Sayli, Silvassa -396230

Phone- 9099084731(Ext-12) , E-mail - [srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com)

**TENDER ENQUIRY**

**Tender No. GLS/TE20/063**

**Date: - 23/02/2021**

**Due date:- 05/03/2021 till 6.00 PM**

Dear Ma'am/Sir,

**Subject** Supply of Various type of Spare parts for Grease Homogenizer

Sealed offers are invited for the subject supply from our registered vendors as per the **General Terms & Conditions** & Technical Specification and Price Bid Schedule are mentioned in Annexure-A,B,C& D.

**Declaration for GeM :-**

"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."

Kindly send your bid in sealed envelop along with all the supporting documents and tender enquiry duly signed and stamped on or before the due date.

For Balmer Lawrie & Co. Ltd.

Manager (Purchase)



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## General Terms & Conditions

## Annexure-A

**1.1 Submission of offer: Submission of offer:** - Bidder shall submit their price bid in a single bid/envelope, superscripting the envelope with tender no., date & due date along with following enclosures-

[i] Covering letter

[ii] Signed and Stamped tender document as a token of acceptance of tender terms.

[iii] technical details of make offered

[iv] Bid Security Declaration:

**1.2 a) Bid Security Declaration: -**

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

Penal Action in case any withdraws or modifies the bid after tender due date:

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.”

**1.2 b) Preference to Make In India Policy –**

“Class I Local Supplier” will be given purchase preference as per preference to Make In India Order of Govt. Of India ( Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT). However, this preference would be applicable only for bidders who meet the PQC and are technically qualified . This preference will be applicable after netting off the quantity allowed to qualified MSE bidder (if any), as per the MSE clause of the Tender.

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.

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate from the statutory auditor of the company or from a practicing cost accountant or practicing chartered accountant 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.

S.No.	Item Description	% of Local Content in your product



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Verification of local content

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

**1.3 Jurisdiction:** - All disputes are subject to **Kolkata** jurisdiction.

**1.4 Liquidated Damages:**-In case of failure to deliver the item (of acceptable quality) by the successful vendor, as per the delivery schedule, deduction/Penalty as 0.5% of Purchase Order Value per week subject to a maximum of 5.0% shall be applicable.

**1.5 Price schedule:** - Price bid over email/fax are not acceptable and bidder has to quote the price in sealed envelope only

**1.6 Selection & placement of offer:** Purchase order will be placed on a single **technically & commercially qualified vendor**, whose total price of entire supply **stands lowest**.

**1.7 Delivery/completion schedule:** -The expected completion period of subject supply should be **within 45 days** from the date issue of Purchase Order (PO) or LOI whichever is earlier. However, the short/early completion period quoted by bidder for the job(s) may be preferred. The supply shall be made at our works at **Survey No. 201/1, Sayli-Rakholi Road, Sayli, Silvassa – 396230 (D&NH)**.

**1.8 Price schedule:** - The price shall be quoted as per specified format given under the head **price schedule** as annexure-C. The price must be quoted considering technical data sheet.

**1.9 Payment terms :-** 95 % of PO value on 30 days credit after complete supply & acceptance of material on submission of bill and balance 5% after successfully completion of guaranty period.

**1.10 Guarantee Period:** -6 (Six) months from the date of successful supply of total material as per PO. During this guarantee period the performance of the supplied item has to be in line with the expected / agreed quality as per tender/PO and if not then vendor has to replace the total supply at NO EXTRA COST TO BL and to the satisfaction of BL/tender.

## **1.11 Arbitration**

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 governed 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



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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.

#### **1.12 GST Formalities and compliance with Regulations**

Bidder shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor 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 paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit. "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."

#### **1.13 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 the notice of the concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. 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.

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

#### **1.15 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



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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.

**1.16 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.

**1.17 Factory Rule:**

Your engineers/ workmen have to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

**1.18 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. Vendor has to follow all HSE Norms of the company.

For Balmer Lawrie & Co. Ltd.

Manager (Purchase)



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## Annexure-B

### Technical Specification & Scope of Work

1. Supply of spare parts divided in two part as Part-I & Part-II, drawing enclosed Annexure-I.
2. The required service & supply dimension/type/material properties etc. should same as our existing component hence tenderer must visit the site and make them thoroughly acquainted with the nature and requirements of the service & supply. At site we will provide sample to take the measurement for each component.
3. Vendor has to submit material test certificate along with material.

#### Part-I

##### Components list:-

SI No	Parts Name
1	Valve - 101
2	Impact Ring - 109
3	Valve Seat - 104
4	Valve - 210
5	Valve Seat -204

##### Technical Specification:-

SI No.	Parts MOC & Desired Properties	
1.	Material Name.	: High Speed Tool Steel.
2.	Material Grade.	: T1 or M2.
3.	Standard.	: ASTM A600
4.	Hardness.	: HRC 55 - 60 or above
5.	Operating temperature, Pressure & duration	: 300 Deg C at 200 Kg/Cm <sup>2</sup> Pressure, Operation Duration Minimum 8 Hours continuous.
6.	Basic Properties of Material.	: Maximum Toughness and High Hardness at specified working condition.
7.	Surface finish	: Grinding finish (quality as per existing sample).
8.	Parts Dimension	: Asper Existing sample (Available in our G&L Silvassa Plant only)



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## Part-II

### Parts list:-

SI No	Parts Name
1.	Plunger.
2.	Valve seat, MOC SS304 (Hard chrome not required and Dim as per sample).

### Technical Specification for plunger: -

SI No.	Parts MOC & Desired Properties	
1.	Material Name.	: Hard Chrome plated Stainless steel.
2.	Material Grade.	: SS304 and Hard chrome plating on surface.
3.	Standard.	: ASTM A276.
5.	Operating temperature, Pressure & duration.	: 300 Deg C at 200 Kg/Cm <sup>2</sup> Pressure, Operation Duration Minimum 8 Hours continuous.
6.	Basic Properties of Material.	: Good Compressive strength, Toughness and Surface Hardness at specified working condition.
7.	Surface finish.	: Precision Grinding finish (quality as per existing sample).
8.	Chromium plating Thickness	: 75-100 Micron (After finishing).
9.	Parts Dimension	: As per Existing sample. (Available in our G&L Silvassa. Plant only)



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Annexure-C

Price Bid

Tender No. GLS/TE20/063

Date 23/02/2021

It is Mandatory for each vendor to quote in the below format, otherwise quoted tender may cause to REJECTION.

SI No	DESCRIPTION OF MATERIALS	UoM	Qty	HSN CODE	Unit Rate	Amount
1.	Valve (Parts no. 110)	Nos.	14			
2.	Impact Ring (Parts no. 109)	Nos.	14			
3.	Valve Seat (Parts no. 104)	Nos.	14			
4.	Valve – (Parts no. 210)	Nos.	9			
5.	Valve Seat - (Parts no. 204)	Nos.	9			
6.	Plunger.	Nos.	6			
7.	Valve Seat(As per Sample)	Nos.	24			
a.	<b>Sub total</b>					
b.	<b>Delivery Charges if any (on door delivery basis)</b>					
c	<b>GST as applicable @.....%</b>					
d.	<b>Total</b>					

Declaration by the bidder on Letter Head

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No Tender No: **GLS/TE20/062 Dt 16/02/2021 and** hereby confirm our acceptance of the same.

We are class \_\_ local supplier since our local content is \_\_\_\_ % in this product.

We accept Bid Security Declaration Clause and we will not modify/change our bid within next 15 days from the date of opening of bids and if we fail to do so then we accept penal action as per clause mentioned in tender.

Place :

Signature :

Date :

Name :

Designation :

Seal :