



Balmer Lawrie & Co. Ltd.

(G & L- Kolkata)

(A government of India Enterprise)

P-43, Hide Road Extension, Kolkata-700 088.

Phone- (033) 24500102, Fax- (033) 2439 2277, E-mail - jaiswal.r@balmerlawrie.com

TENDER ENQUIRY

Tender No. : GLK/TE21/026

Tender Date: 29.04.21

Tender Due date: 10.05.21 up to 3:00 PM

Dear Sirs,

Sub: Supply of Hydraulic Drum Trolley: 4 nos

"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."

Sealed offers are invited from registered vendors with for the subject supply as per General terms & conditions, Technical Specification and Price Schedule attached in Annexure-A, B & C respectively.

Your offer, complete in all respect furnishing above details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd.

(R. Jaiswal)
Executive (Maintenance)

Encl.: As above



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1.0 General Terms & Conditions

Annexure-A

- 1.1 Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact on above mentioned contact details.
- 1.2 **The bidder shall not be allowed to deviate from their spec./scope of supply/work as mentioned in the tender and in such deviation case their offer shall be rejected.**
- 1.3 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.
- 1.4 **Delivery/Job completion Period:** Within **4-6 weeks** from the issue date of Purchase Order (PO) or LOI whichever is earlier.
- 1.5 **Offer validity:** The offer shall be valid for 60 days after the due date of this tender.
- 1.6 **Unit rate:** The rate per unit shall be quoted inclusive of Freight, Loading & unloading charges at site.
- 1.7 **Taxes:** All taxes shall be quoted extra specifying the HSN code & % GST.
- 1.8 **Submission Bid:** Bidder shall submit their sealed offer in a single bid/envelope, *superscripting the envelope with tender no., date & due date* along with duly competed bid in Price schedule (**annexure-C**) format.
- 1.9 **After sales service:** - Bidder shall have to specify the contact details of service person to provide after sales service facility at our site (if required).
- 1.10.1 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender. Balmer Lawrie & Co. Ltd. reserve the right to revise the tender quantity as per their requirement before placement of PO. Purchase/work order will be placed on a single **technically & commercially qualified vendor**, whose total price (basic) of entire supply/job, **stands lowest** and below

1.10.2 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.

- a. Preference for Price Quotation in tenders: Qualifying Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the particular grade(s)/item(s) at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than



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one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band(L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid.”

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

- a. Tenderer should declare their UDYAM Registration Number on CPPP website as required by Ministry’s circular no S.O.1702 (E) dated 01.06.2020.
- b. The Tenderer should confirm that they have declared the UDYAM Registration number in the CPPP (Central Public Procurement Portal).
The bidder needs to submit the Declaration as per the below format on their letter head duly signed and stamped by the authorised signatory.
“We hereby declare that we have declared / uploaded the UDYAM registration number / certificate in CPPP and that the tendered item is manufactured by us (in case of supply of goods).”
- c. Non-declaration of UDYAM number in CPPP shall make the tenderer ineligible to enjoy the benefits as per Public Procurement Policy for MSME Order, 2012.
- d. Required UDYAM Registration Certificate needs to be uploaded / provided along with the bid document.
- e. It is also to be noted that in UDYAM certificate, turnover and investment in Plant & Machinery for last completed F.Y must be mentioned, without the same the certificate will be treated as invalid for availing MSE benefits.
- f. UAM certificate is replaced by UDYAM Certificate. Hence, no UAM certificates will be acceptable for availing benefits of MSE.
- g. The above-mentioned provisions are meant for procurement of goods produced or service provided 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 by them in case of goods. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- h. 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.



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**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

- 1.11 **Payment terms:** 100 % of PO value within 30 days from the date of receipt of material.
- 1.12 **GST Formalities and compliance with Regulations:** "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 **Guarantee/warranty Period:** - Vendor shall guarantee against any and all defects in design, workmanship, materials and performance for a period of **twelve (12) months from the date of commissioning or 18 months from date of supply**. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the 'vendor' and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.
- 1.14 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 1.15 **Liquidated damages:** Failure to complete the required supply/job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.
- 1.16 **Offers & Enclosures:** The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.
- 1.17 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.



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- 1.18 **Corrigendum/amendment 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 on the website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- 1.19 **Risk purchase:** In case of failure to deliver the Items or /complete the job as per our specification & delivery/completion date indicated in Purchase order/tender, the Items/job will be procured from any other available sources and difference in cost will be recovered from the vendor.
- 1.20 **Tender Cancellation:** The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reasons at any stage of the tender processing as per sole discretion of BL is not liable to provide any reason to the applicants for the same.
- 1.21 **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 governed by and construed in accordance with the laws of India.

undefined: **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.

- 1.22 **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



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Technical Specification

Annexure-B

2.0	Parameter	UOM	BL Requirement
2.1	Equipment Name	-	Hydraulic Drum Trolley
2.2	Quantity	NOS	4
2.3	Suitable for	-	Standard MS/Plastic drum, 210 Lit/180 Kg Cap.
2.4	Utility	-	To lift & transport the filled drum
2.5	Lifting Capacity	Kg	250 ± 10
2.6	Lifting Height from GL	mm	280 ± 10
2.7	Max Drum Diameter	mm	590
2.8	Max Drum Height	mm	930
2.9	Net weight of equipment	Kg	40 ± 5
2.10	Rear wheels	-	PU coated, double bearing fitted
2.11	Front wheels	-	Swelling type, PU coated, double bearing fitted
2.12	Lifting method	-	Hydraulic
2.13	Operation	-	Hand operated
2.14	Tag	-	GLK/DT/21-22/05 to 08



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Price Schedule

Annexure-C

Sr. No.	Item Description of supply items	Qty	UOM	M/s.....	
				Unit Rate	Amount
2.1	Hydraulic drum Trolley as per above spec	4	no.		
2.2	Add GST @%....HSN.....				
2.3	Total including GST				
2.4	Delivery period : applicable as per tender			accepted : Yes / No	
2.5	Liquidated damage : applicable as per tender			accepted : Yes / No	
2.6	Payment terms :applicable as per tender			accepted : Yes / No	
2.7	Guarantee/Warrantee : applicable as per tender			accepted : Yes / No	
2.8	Validity of offer : applicable as per tender			accepted : Yes / No	
2.9	Contact details of service person : Vendor to specify :-				

Signature with official stamp