



**Balmer Lawrie & Co. Ltd.**

**(G & L- Silvassa)**

(A government of India Enterprise)

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

Phone- 9099084731 (Ext-60) E-mail – [sengupta.s@balmerlawrie.com](mailto:sengupta.s@balmerlawrie.com)

**TENDER ENQUIRY**

Tender No. GLS/TE21/035

Date: - 06.09.2021

Due date: - 15.09.2021

Dear Sirs,

**Sub.: Supply, Installation & commission of two nos 24-volt 201Ah Traction Battery suitable for Godrej make, Model-ESW 1555 Electric Stacker.**

Sealed offers in a single bid/ envelope are invited as per the **General Terms & Conditions** and *price schedules*, attached in annexure A and B respectively.

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

Thanking you,

Yours faithfully,  
For Balmer Lawrie & Co. Ltd.

Sagar Sengupta  
Sr. Manager (Purchase)

Encl.: As above

**Declaration for GeM:** - The tendered service/item 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.”



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General Terms & Conditions --

Annexure-A

## 1.0.0 Scope of work:

Supply, Installation, commissioning and testing of two number Traction Battery (Battery specification are given below) to be installed in two Godrej make, Model No – ESW 1555, year of mfg-2014, Electric Stacker after removing old Batteries. Job complete with all required tools & tackle, man power.

**The requirement of the 24-volt, 201 AH. Traction Battery under this tender are basically for replacement of existing batteries.**

### Technical Specification

<b>Specification of Traction Battery -2 nos</b>	
1	NORMAL VOLTAGE of Battery – 24
2	AH at 5 hr rate – 201
3	LENGTH of the Battery --- 750 mm
4	WIDTH of the Battery --- 180 mm
5	HEIGHT of the Battery ---- 575 mm
6	NUMBER of Cell ----- 12
7	GODREJ Item code - MH 72100175

<b>Stacker details for reference</b>	
1	MAKE- GODREJ
2	MODEL NO – ESW 1555
3	YEAR OF MFG-2014
4	BATT – VOLTAGE -24 VOLT, 201AH

## 1.1.0 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.

Bidder needs to submit the Declaration as per the below format:

"We hereby declare that the we will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

### **Penal Action in case any bidder withdraws or modifies the bid after tender due date:-**

In case any bidder withdraws or modifies 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 15 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.

## 1.2.0 Compliance with Regulations:-

Adherence to all legal/statutory compliances in relation to production, sale, supply/ dispatch, as applicable from time to time, is mandatory. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliances.

BL and their authorized representatives will not be responsible for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.



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## 1.3.0 Termination of Contract:-

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:

- 1.1 The bidder fails to comply with any material/service term of the Contract.
- 1.2 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.
- 1.3 The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.
- 1.4 The bidder becomes bankrupt or goes into liquidation.
- 1.5 The bidder makes a general assignment for the benefit of creditors.

1.4.0 Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers. The tender document may also be downloaded from our web site [www.balmerlawrie.com](http://www.balmerlawrie.com) within the due date of the tender.

1.5.0 If the tenderer finds 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 company (Balmer Lawrie & Co. Ltd.), at least four days before prior to the date of filling/submission of the Tender.

## 2.0.0 Submission of offer-

Bidder shall submit their sealed offer in a single bid/envelope, superscripting the envelope with tender No., date & due date along with following enclosures-

- [i] Covering letter on your letter head
- [ii] General Terms & Condition (Annex. - A) and Price schedule (Annexure -B) duly filled, signed stamped).

## 2.1.0 Acceptance of Offer & Placement of PO: -

Balmer Lawrie & Co. Ltd. (BL) reserves the right to reject/accept all or any tender(s) without assigning any reason whatsoever. A tenderer must have to quote for all the items/heads under supply for this tender. Purchase order will be placed on a single **technically & commercially qualified bidder**, whose price of subject supply **stands lowest**.

## 2.2.0 Delivery/completion schedule: -

The expected delivery period for the subject items within 2-4 weeks from the date 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 delivery shall be made to our works at **Survey No. 201/1, Sayli – Rakholi Road, Sayli, Silvassa – 396230 (A UT of D&NH and DD)**.

## 2.3.0 Arbitration & Jurisdiction:-

In case there arises any dispute or difference of opinion with regard to the order, after the finalization of the tender and during the period of contract, endeavor shall be made to resolve through mutual discussion and conciliation within 30 (thirty) days of reference of such dispute by the disputing party. On failure to resolve the dispute to mutual acceptance, sole jurisdiction for the dispute settlement shall be in the High Court of Kolkata only.

## 2.4.0 Liquidated Damages:-

In case of failure to deliver the item (of acceptable quality) by the successful vendor, as per the delivery schedule, reduction in PO value @ 0.5% per week subject to a maximum of 5.0% shall be applicable.

## 2.5.0 After sales service:

2.6.0 Bidder shall furnish the contact details of after sales service facility available at or around Silvassa.

## 2.7.0 Price schedule: -



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The price shall be quoted as per specified format given in Annexure –B. Do not leave any space blank or incomplete, write NA/NIL/Free in such case. 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. If the tenderer finds 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.

**2.7.0 Payment terms: -**

- (i) 100% on 30 days credit from the date of submission of related bill.

**2.8.0 Site visit: -**

The tenderers may visit the site to make themselves thoroughly acquainted with the nature of requirement of supply.

**2.9.0 Guarantee/warranty Period: -**

2 years from the date of successful fitting. During this guarantee/warranty 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/rectify the same at **no extra cost to BL** and to the satisfaction of BL/tender.

**2.10.0 Validity of offer: -**

The offers shall remain valid for a period of 60 days from the date of closing of the tender.

**2.11.0 Buy Back Value:-**

Bidders are advised to mention their 'buy back' value in 'Price Schedule' for the existing battery(ies) which they have to take back as MANDATORILY as per guideline of PCC.

(Make of the existing batteries is EXIDE INDUSTRIES LIMITED)

**2.12.0 Provisions for Micro, Small and Medium Enterprises ( MSME ) :-**

Qualification Criterion: MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

Micro & small scale manufacturing units, registered under MSME/ NSIC, also complying clause of EMD .a in the tender are exempted for submission of EMD amount.

Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed 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 up to maximum 25 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority.

**2.13.0 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.

**2.14.0 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.



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## Price schedule

Annexure-B

GLS/TE/21/035 dated 06.09.21

Due date: - 15.09.2021

Vendor's company: ..... Offer No.....

Date.....

Sl- No	Description of Battery	Qty.	Unit	Unit rate	Amount
1	Supply Installation & Commissioning of two nos 24 VOLT, 201 AH Traction Battery (Motive Power Battery) of Exide make FOR 2 nos Godrej make Electric Stacker.	2	Nos.		
	Less (Discount) Value against old Battery (Buyback)				
	GST %				
	Delivery charges (on door delivery basis) if any				
	<b>Total Cost committed</b>				

**( To avoid for rejection of offer - It is mandatory for the bidders to quote ONLY in line with the above specification**

We accept Bid Security declaration clause and we will not modify/change our bid within next 60 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

Contact Person :

Contact Number :

Signature with official  
stamp