



# 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/TE21/050

Date: - 22.10.2021

Due date: - 27.10.2021

Dear Sirs,

**Sub.: Supply of L&T make, CSXi -075-41 & CSXi 02241model soft starter.**

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.

Sr. Manager (SCM)

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 supply:

Supply of Three nos. L&T make Supernova CSXi model soft starter (specification is given below)

#### Technical Specification of Soft starter for 100 HP Motor

Parameter	Requirement
Power Rating (Kw/Hp)	75/100
Input Voltage	440VAC + 10%
Input Frequency	50 Hz + 5%
Phases	3 (Three Phase)
Degree of protection	IP-20
Output rating	140A,75 kw (100HP), 400 VAC
Auxiliary contacts	6A 30VDC,6A 250VAC
Make	L&T
Model	Supernova CSXi-07541
Quantity	2 numbers

#### Technical Specification of Soft starter for 30 HP Motor

Parameter	Requirement
Power Rating (Kw/Hp)	22/30
Input Voltage	415VAC + 10%
Input Frequency	50 Hz + 5%
Phases	3 (Three Phase)
Degree of Protection	IP-20
Output rating	48A,22kw(30HP),400VAC
Auxiliary contacts	6A 30VDC,6A 250VAC
Make	L&T
Model	Supernova CSXi02241
Quantity	1 number

### 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 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:



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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.

### 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] Signed and stamped tender document.      [ii] Price schedule duly filled, signed and stamped.

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

(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 total price of subject supply **stands lowest**.

### 2.2.0 **Delivery/completion schedule:**

The expected delivery period for the subject items within 15 days from the date of Purchase Order (PO) or LOI whichever is earlier. However, the short/early completion period quoted by bidder for the supply 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)**.

### 2.3.0 **Arbitration & Jurisdiction:**

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.

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



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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.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1) /2013-DPE(GM)/FTS-1835 dated 22.05.2018.

**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:** Bidder shall furnish the contact details of after sales service facility available around Silvassa.

**2.6.0 Price schedule: -**

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: -** 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.

**2.8.1.1 Guarantee/warranty Period:** One 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 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.

**2.12.0 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/TE21/041 Date: -22.10.2021 Due date: - 27.10.2021 )

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

Date.....

Sl- No	Description of Battery	Qty.	Unit	Unit rate	Amount
1	Supply of 100 HP/975 Kw, L&T make, Model Supernova-CSXi-07541, Output rating 140A,75Kw(100),400VAC Soft Starter.	2(Two)	No.		
2	Supply of 30 HP/22 Kw, L&T make, model Supernova _CSXi-02241, and Output rating 48A, 22Kw, 400VAC Soft starter.	1(One)	No		
	Packing & forwarding charges if any				
	Delivery charges (on door delivery basis) if any				
	GST%				
	<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)**

### BID SECURITY DECLARATION

"We hereby declare that 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."

Contact Person :

Contact Number :

Signature with official  
stamp