



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)  
www.balmerlawrie.com

(A Government of India Enterprise)  
P-43, Hide Road Extension, Kolkata-700 088.  
Phone : (033) 2450 5300, Fax : (033) 2439 2277,  
E-mail - ghatak.a@balmerlawrie.com

### TENDER ENQUIRY

Tender No. : GLK /TE17 / 245  
Date : 30.11.2017  
Due date : 15.12.2017 – 15:00 Hrs [IST]

**Sub : Supply of Foam Test Apparatus (Complete unit)**

E-Bids are invited from Original Equipment Manufacturers (OEM) and / or their representative/distributor/dealer/agent for supply of one complete unit of Portable Foam Test Apparatus (01 set) consists of two constant temperature baths as per the **Specification, General terms & conditions**, and **Price Schedule** attached in Annexure - A, B & C respectively.

The bidders are requested to submit their offer on-line before the due date and time of the tender.

Thanking you,

Yours faithfully,  
for **Balmer Lawrie & Co. Ltd.**

**Arnab Ghatak**  
**Sr. Manager (Central Procurement)**

Encl.: As above



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**Annexure : A**

### **Technical Specifications**

The bidders are advised to strictly confirm compliance to all tender conditions in their offer. Subsequent to bid submission, Balmer Lawrie & Co. Ltd. (BL) may not seek confirmations / clarifications and any /all bid(s) not in line with tender conditions will be liable for rejection.

Foam Test Apparatus consists of two constant temperature baths is meant for detecting undesirable foaming characteristics in lubricating oils , which could cause inadequate lubrication, overflow and cavitation. The apparatus can performs two tests at 75 °F(24°C) , two tests at 200°F(93.5°C) and two tests at 135°C .

Specifications :

1. Conforms to the specifications of : ASTM D 892; IP 146; DIN 51566; FTM 791-3211; ISO 6247; GM-6297 M, Test M(Appendix A) and related other international standard method
2. No. of Baths : Two
3. Control Units : Thermostir , 1 per bath; copper immersion heaters , temperature uniformity  
± 0.5 °C.
4. Temperature control :
  - Digital Set point and displays in °C/°F
  - Built-in over temperature and cut-off protection
5. Digital Mass Flow Meter or Glass Flow Meter for accurate control of air , Flow meter must be certified and calibrated.
6. Diffuser : Certified Mott or Norton Stone
7. Cylinders : 1000 ml borosilicate glass, graduated
8. Supply voltage : Vendor to specify
9. Power : Vendor to specify
10. Advanced communication software package for data management
11. After Sales service :
  - Should have company owned / authorised service center
  - To be provided within 48 hrs by qualified engineers



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**Annexure : B**

### **General Terms & Conditions**

1. Before filling up, the complete Tender Specification should be read properly. If the bidder finds 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 BL, at least four working days in advance, prior to the due date of the tender. For clarification required, if any, please contact

Dr. M.L Das, VP (QA & BD)  
Tel. No. 033 2450 5390  
Fax No. 033 2439 2277  
E-Mail : das.ml@balmerlawrie.com

#### **2. Bid Evaluation Criteria:**

- (a) The bidder should be an Original Equipment Manufacturer/authorized distributor. In case bidder is an authorized distributor, valid distributorship certificate issued by the manufacturer should be submitted along with their offer. Copy of the agency/distributor agreement with the foreign principal & the precise relationship between them and their mutual interest in the business should be provided. The nature of after sales service to be rendered by the Indian Agent is also to be mentioned.
- (b) The bidder must have after sales service facility in India or its representative at Kolkata.
- (c) The bidder should adhere to the technical specification & standard features in Annexure A.

2.2.1 **EMD** : An amount of Rs. 15,000 (Rupees Fifteen thousand only) as EMD is to be submitted alongwith the bid by means of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Kolkata. The EMD of the successful bidder will be returned after submission of Security Deposit within 15 days from the date of receipt of purchase order failing which the EMD will be forfeited. EMD of the unsuccessful bidder(s) will be returned to the respective bidders once the tender is finalized and acceptance of order by the successful bidder. No interest will be payable against this EMD. Micro & small scale manufacturers registered under MSME/ NSIC are exempted for submission of EMD.

#### 2.2.2 **Security Deposit (SD)**

The successful bidder upon receipt of order must submit a security deposit of 5% of the basic order value valid till end of supply and successful commissioning of the equipment. The SD is payable by means of Pay Order / Demand Draft payable at Kolkata and in favour of Balmer Lawrie & Co. Ltd. or in the form of bank guarantee from any Scheduled Bank as per format of BL. No interest will be payable against this SD.



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3. Submission of tender will be the conclusive evidence as to the fact that the bidder has fully satisfied themselves as to the technical specification, general terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
4. The successful bidder is not allowed to give any “subcontract’ without prior permission and written approval of BL. Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any stage.
5. **Right of acceptance / Rejection:** BL reserves the right to accept/reject any or all offers without assigning any reasons, whatsoever. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in uploading of bids in e-procurement website.
6. **Delivery Period :** -The delivery should be made within 12 (twelve) weeks from the date of issue of Purchase Order (PO) at P-43, Hide Road Extension, Kolkata-700 088
7. **Deviation in Technical Specification**  
  
No deviation in the technical specifications will be accepted.
8. **Standard Accessories**  
All standard accessories as per the lists mentioned in Annexure A above required for operation and maintenance of the equipment shall be supplied with the equipment free of cost.
9. **User manuals and instruction booklets** shall be supplied with the equipment (2 hard copies and 1 soft copy)
10. **Supervision during commissioning**  
  
The supplier must depute their engineer during equipment set up and commissioning at QC Laboratory, Balmer Lawrie & Co Ltd, P-43 Hide Road Extension, Kolkata-700 088 within 5 working days of intimation. No service charges are to be paid separately.
11. **Testing & Calibration**  
  
Testing and calibration certification shall be submitted along with the equipment & shall be provided for the period of guarantee, as applicable.
12. **Submission of Tender/Bid**  
  
The Bidders are requested to submitted their price bid in E-portal & other detail like technical literature, write up, GA drawing etc. with EMD amount as applicable in a sealed envelope on or before the due date superscripting the envelope with tender



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no., date & due date **and** should reach at our office at Balmer Lawrie & Co. Ltd., P-43, Hide Road Extension, Kolkata-700088 within the due date and time to the attention of Shri Arnab Ghatak, Sr. Manager (Central Procurement). Annexure C (Price bid) also requested to upload in E-portal along with the E-bid submission.

### 13. Payment terms

- (i) 80% of the basic value of the equipment alongwith all appurtenances and taxes and duties will be paid within 30 days from the date of supply of the same.
- (ii) 10% of basic value will be released after successful commissioning of the equipment.
- (iii) Balance 10 % of basic value shall be kept as retention money & will be released after completion of guarantee period without any interest or against submission of performance bank guarantee.
- (iv) PBG shall be furnished in specified format and shall be valid for the warranty period from the date of successful commissioning.

**14. Guarantee Period :** The bidder shall guarantee against any and all defects in design, workmanship, materials and performance for a period of **twelve (12) months from the date of supply, set up & commissioning of the equipment**. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier.

**15. After sales service :** Bidder shall have to specify the contact details of local service person to provide after sales service facility for system at our premises.

### 16. Liquidated damages :

In case of delay in supplying the equipment and /or failure to set up and demonstration, the bidder is liable to pay a pre-determined liquidated damage @ ½% of PO value per week of delay subject to a maximum 5% of the PO value.

**17. Delivery & Set up Location, working days & hours:** The delivery is required to be done to the following:

**Dr. M. L. Das**  
**Balmer Lawrie & Co. Ltd.**  
**Quality Assurance Laboratory**  
**SBU: G&L**  
**P-43 Hide Road Extension, Kolkata-700 088**

The delivery shall be made from Monday to Friday between 10:00 am. to 5:00 pm (timing may be relaxed if required). The exact date and time for set up, installation and commissioning will be notified to the supplier after delivery).



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18. **Factory Rules** : Supplier personnel have to abide by the Balmer Lawrie & Company, Greases and Lubricants, Kolkata factory rules and regulations.

19. **Offers & Enclosures** : The technical literature and other documents, submitted by the bidders, 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.

20. **Validity period of the offer :**

The period of **validity of the quotations** should be **90 days** from the due date of the tender.

21. **LIMITATION OF LIABILITY:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.

22. **Force Majeure**

Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 28 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

23. **Resolution of disputes / Arbitration**

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole



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Arbitrator appointed by the Chairman and Managing Director of BL, Kolkata whose award shall be final & binding on both the parties. The contract shall deem to have been entered at BL, and all suits in respect of this contract shall be under the jurisdiction of the court in Kolkata.



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Annexure- C

**Price Bid**

SI No.	Item Description	<u>Foam Test Apparatus</u> (as per Annexure A)
1	Quantity (no.)	1 (One)
2	Unit rate (□)	
3	Packing & Forwarding Charges (If any) (□)	
4	Basic Price (□)	
5	Freight (FOR BL Hide Road) (□)	
6	Sub Total (□)	
7	GST (%) on 6	
8	Grand Total (□)	

Total : Rupees \_\_\_\_\_

Signature :

Name :

Full Address of the Bidder :

Contact Number(s) :

Company Seal :