



ADMINISTRATION DEPARTMENT  
[21, N S Road, Kolkata – 700001  
Phone Number: 033 22225501/416]

Notice Inviting Tender (NIT):

Sl. No.	Description	Details
1	Name of Work	Replacement of Capacitor Bank at Balmer Lawrie Head Office
2	NIT No.	<b>BL/HR/ADM/ELCCAP/LT/201819/0002 dated 13-02-2019</b>
3	Validity of Offer	90 Days
4	Downloading / Submission of Tender	
	a. Starts on	<b>13.02.2019</b>
	b. Closes on	<b>18:00 hours on 22.02.2019</b>
5	Opening of Bids	<b>10:00 hours on 23.02.2019</b>
6	Contact Details	033 22225401 mukherjee.subhojit@balmerlawrie.com

Balmer Lawrie & Co. Ltd. (herein after referred as company) started its Corporate Journey as a Partnership Firm on 1st February, 1867. Today, Balmer Lawrie is a Mini-Ratna I Public Sector Enterprise, under the Ministry of Petroleum & Natural Gas with its Corporate Office at 21, N. S. Road, Kolkata. Along with its five Joint Ventures in India and abroad, it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services.

Bids are invited from registered electrical agencies only for Supply-Installation of Capacitor Bank in the existing Capacitor Bank Panel in complete accordance with the replacement of old Capacitor Banks. Interested Agencies meeting the Eligibility Criteria can apply their Bid Documents off-line i.e. in the Tender Box placed in Company's below mentioned office address:

**Balmer Lawrie & Co. Ltd.**

**Ground floor, 21, Netaji Subhas Road,  
Kolkata - 700001**

**The tender is in single bid system, Price bid should be submitted offline only.**

CONTACT DETAILS OF BALMER LAWRIE

Balmer Lawrie & Co. Ltd.

3rd floor, 21, Netaji Subhas Road,  
Kolkata - 700001.

Contact Persons:

Mr. Subhojit Mukherjee; Mail ID: [mukherjee.subhojit@balmerlawrie.com](mailto:mukherjee.subhojit@balmerlawrie.com)

Any query on the matter should be sent to us through email only at [mukherjee.subhojit@balmerlawrie.com](mailto:mukherjee.subhojit@balmerlawrie.com) with the subject line "Replacement of Capacitor Bank".

Queries without the appropriately prescribed subject line "Replacement of Capacitor Bank" or sent **after 18:00 Hours on 22.02.2019** may not be answered.

## Scope of Work

**Detailed Scope of Work attached as Annexure – I.**

**Broadly there are five phases in the Assignment**

- a. Dismantling of old capacitor banks from the existing Capacitor Panel.**
- b. Supply-Installation of the new Capacitor banks along with APFC Relay, Fuses & CT.**
- c. Testing-Commissioning of the system after installation.**
- d. Buy back of old capacitor banks, relays etc.**
- e. 12 months free comprehensive maintenance of the system as defect liability.**

## Payment Schedule

1. Bill shall be released within 30 days from the date of submission of the original tax invoices along with certified new material delivery Challan & certified old material drawn out gate pass copy, from Balmer Lawrie concerned officer.

10% of the amount billed will be withheld as "Retention Money" which will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability period, which shall be twelve (12) months from the date of issue of completion certificate by the Engineer-in-Charge. The retention money shall be released only after successful completion of performance guarantee period. The retention money can also be released on submission of Bank Guarantee of equivalent amount valid for defect liability period after contractual completion of work.

## Instruction to the Bidders

### General:

### Amendment to Tender Document:

Any amendment/corrigendum, as and when, required will be uploaded only on the website of the Company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e procurement website where this tender is floated and interested bidders should regularly visit these websites for updation.

## Rejection Criteria

Deviation to the following clauses of NIT will lead to rejection of Bid:

- Firm Price
- Unsealed tender envelope.
- Validity of price
- Scope of Work.
- Non fulfillment of requirement of Bid
- Non Fulfillment of conditions in Price Bid
- Non submission of required documents
- Any other condition where it is specifically mentioned in the tender document elsewhere that non-compliance will lead to rejection of tender.

## Submission of Bids

Bids must be submitted in a sealed envelope super scribing the tender name “Replacement of Capacitor Bank at Balmer Lawrie Head Office” and submit the same within the specified date & time.

Balmer Lawrie, at its own discretion, may extend the deadline for submission of the bid, notification of which will be uploaded on BL website. In such scenario, bidder may submit their bid as per the extended deadline.

Late Bid: Not acceptable

## BID Opening and Evaluation:

### 1. BID Opening :

Bids will be opened on the due date at stipulated time.

### Confidentiality of Bid Evaluation Process:

a. Information relating to examination, evaluation and comparison of Bids and recommendation of award of contract shall not be disclosed to the Bidders or any other interested party. Any effort by the Bidder to influence the bidding process may result in rejection of their Bid.

### 2. Correction of Errors :

- a. Bids which have meet all tender terms and conditions will be checked for any arithmetical errors. Errors will be corrected by Balmer Lawrie in following manner :-
- b. Where there is discrepancy between amount in figure and amount in words, the amount stated in word will be considered for the purpose of evaluation.
- c. Where there is discrepancy in unit rate and total amount resulting from multiplying unit rate with quantity, then unit rate will be considered for evaluation purpose.

### 3. Evaluation and Comparison of Bids :

Bidder must quote for all items and exactly as sought in the PRICE BID. Any deviation will result in rejection of Bid.

## Award of Contract

1. Contract will be awarded to successful Bidder whose Bids meets all the terms and conditions laid down in the tender and whose overall quote has been determined as the lowest, in context of the estimated volume of work.
2. Balmer Lawrie reserves the right to accept or reject any Bid or all the Bids at any time prior to the award of contract without assigning any reason to the Bidders or incurring any liability to the affected Bidder(s).

## Corrupt & Fraudulent Practices:

1. Balmer Lawrie requires the bidders/contractors to maintain highest standard of ethics during the bidding process as well as execution of the contract. Definition of corrupt and Fraudulent practices is as follows:-
2. “Corrupt practice” means offering or giving anything of value to influence the public official in procurement process or contract execution.
3. “Fraudulent practice” means misrepresentation of facts to influence the procurement process or execution of contract to the detriment of Balmer Lawrie.

4. Bids/ Award of contract of the Bidders who are found to indulge in corrupt / fraudulent practices shall be liable for rejection and EMD/ Security Deposit will be forfeited.
5. Bidders are required to furnish complete and correct information required for evaluation of Bid. If the information/ documents forming part of the Bid is found to be false or forged the same shall be sufficient ground for rejection of Bids. In case, the information/ document submitted by the successful Bidder is found to be false/forged after the award of the contract, Balmer Lawrie has full right to terminate the contract and get the remaining part of the contract executed at the risk and cost of such agency/ contractor without any prejudice to any other right available to Balmer Lawrie such as withholding payment, Security Deposit etc.

Micro and Small Enterprise:

Government guidelines in respect of MSME will be adhered to.

#### General Conditions of the NIT

1. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
  - a. Balmer Lawrie & Co. Ltd shall mean a Company registered under Indian Companies Act 1956, with its Registered Office at 21, N.S Road, Kolkata 700001 and its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
  - b. "AGENCY" OR "BIDDER" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
  - c. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed or work is to be carried out.
  - d. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted General Terms and Conditions of Contract, Instructions to Bidder, etc.
  - e. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Balmer Lawrie and incorporated in the Agreement.
  - f. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, etc, pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
  - g. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
  - h. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
  - i. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of Balmer Lawrie.

- j. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- k. All conditions are relevant for our site.

2. Observance of Local Laws:

- a. The Agency shall comply with all Laws, Statutory Rules, and Regulations etc.
- b. The Agency shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be accrued on account of any of the operations connected with the execution of this contract.
- c. The Agency shall be responsible for the proper behavior and observance of all Regulations by the staff employed.

3. Safety of Men, Equipment, Material and Environment:

Agency should have HSE Policy as applicable at site and shall be observed by the Agency and his workmen without exception. The Agency shall be responsible for the safety of the equipment/materials and work to be performed by him including the safety of the candidates within the examination centre.

4. Force Majeure:

The following shall amount to force majeure conditions:-

- a. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Agency has no control.
- b. If the Agency suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the agency to Balmer Lawrie within 14 days from the date of occurrence thereof.
- c. The Agency by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of Balmer Lawrie as to whether the deliveries have been so resumed or not shall be final and conclusive.
- d. Force Majeure conditions will apply on both sides.

5. Prevention of Corruption

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of

Balmer Lawrie will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

- b. Balmer Lawrie shall be entitled to cancel the contract and to recover from the Agency the amount of any loss resulting from such cancellation, if the agency has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with Balmer Lawrie or for showing or intending to show favour or disfavor to any person in relation to the contract with Balmer Lawrie, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Agency in relation to this or any other contract with Balmer Lawrie.

## 6. Arbitration

- a. If any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between Balmer Lawrie and the Agencies, the same shall be referred to the sole arbitrator i.e. Director (Finance) or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties
- b. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- c. The place of Arbitration will be 21, N S Road Kolkata 700001.

## 7. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force and only courts in Kolkata, India shall have jurisdiction over this contract.

## 8. Indemnity:

The Agency shall indemnify and keep indemnified Balmer Lawrie all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

## Cancellation and Termination

The Balmer Lawrie [BL] shall be entitled at its discretion to cancel the Contract at any time if in the opinion of the BL it is not prudent to continue with the project. One month's notice in writing shall be given by the BL to the AGENCY of such cancellation and the reason(s) therefore. Upon cancellation of the Contract the BL may require the AGENCY:

- 1. To perform to completion or to any other intermediary stage of completion to the satisfaction of the BL, any work(s) already commenced by the AGENCY; and
- 2. To take steps as are considered necessary by the BL for properly protecting and securing the works performed by the AGENCY, to the satisfaction of the BL.

## Vendor's undertaking:

We have studied the tender document carefully and have quoted our rates in accordance with the terms and conditions as laid down in the tender document. We also confirm to have accepted all terms and conditions mentioned herein.

For BALMER LAWRIE & CO. LTD  
HEAD [Administration & CSR]

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Signatures of the Agency with  
official seal/stamp

## Annexure – I

### PRICE BID

NIT No. **BL/HR/ADM/ELCCAP/LT/201819/0002**

NIT Date: **13.02.2019**

Sl No	Description	Quantity in No.	Rate in INR	GST	Total in INR inclusive of GST
1	3Ph 435KVAR 440V 50Hz Power Capacitor (Schneider/L & T/Epcos)	As required			
2	12 Step APFC Relay (Schneider/L & T/Epcos)	01			
3	Fuses 100A (L&T/Schneider/GE)	As required			
4	CT 1000/5A, 15VA (Kappa Make)	01			
5	Installation-Commissioning Charges	LS			
6	Less:- Buyback of OLD Capacitor Banks	20			
<b>TOTAL LANDED COST (In Words)</b>					

Note:

- 1. For the purpose of tender evaluation, L1 shall be determined on the basis of the total amount calculated as follows:  $\{(Sl\ no\ 1 + Sl\ no\ 2 + Sl\ no\ 3 + Sl\ no\ 4 + Sl\ no\ 5) - Sl\ no\ 6\}$**
- 2. Total landed cost should be inclusive of GST.**