



बामर लॉरी एण्ड कं. लिमिटेड
(भारत सरकार का एक प्रतिष्ठान)

Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

www.balmerlawrie.com

SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258209/66258188
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LC0875 dated 17.08.2017

Due date of Tender: 31.08.2017 at 17:00hrs.
Opening of e- Price Bid: 31.08.2017 at 17:30 hrs.

Two Bid “on line” offers against Limited e-tendering are invited from original manufacturers for Design, Manufacturing & Supply of 2 Nos of “Battery Operated Pallet Truck “for our plant at Taloja- Maharashtra. The tender document can be downloaded from www.balmerlawrie.com website

Contact details

Balmer Lawrie & Co.Ltd.
SBU-Industrial Packaging,
G-15,16,17, MIDC Industrial Area, Taloja,
Dist : Raigad, Navi Mumbai – 410208.

Contact Persons:

1. A S Das-Landline-022 66258216
Mob. 7600067189
das.as@balmerlawrie.com
2. Mr.Kamlesh Lader-Landline-022 27412972
Mob.917718831931
lader.kk@balmerlawrie.com

ANNEXURE-I

SCOPE OF SUPPLY :

BATTERY OPERATED PATEL TRUCK : QTY - 2Nos.

TECHNICAL SPECIFICATION

1. Heavy duty and highly reliable battery operated pallet truck required for production shop floor with stand on type driving operation.
2. Capacity should be 2500 kg (2.5 MT)
3. Should able to handle pallet size of 800x1200 with the entry from 800 sides.
4. Load center should be 600mm
5. Fork length=1150mm, Minimum
6. Fork width=180mm
7. Minimum Fork Height=85/90mm
8. Lift=115/120mm
9. Fully welded steel chassis
10. PU/Solid Rubber wheels with tandem load wheels
11. All Motors should be AC and vertical drive for travelling movement.
12. Pump motor should be minimum 2kW
13. Travelling motor should be minimum 1.2kW
14. Should be provided with suitable and highly reliable motor drive/controller system.
15. Battery capacity should be minimum 210Ah and it should be of reputed make.
16. Should be provided with standard external charging unit.

Special Terms & Conditions

1. Successful bidder will arrange to commission the new Pallet Trucks at our factory and our nominated operators are arranged to be educated about the operating system . No charges will be considered for the same additionally.
2. Successful bidder will have to provide operating and maintenance manual along with the supply of Pallet Truck.
3. Successful bidder will have to provide the list of spares / Oils/ Consumables along with the Pallet Trucks.
4. Successful Bidder will have to provide Pollution Control certificate for the Pallet Truck if applicable.

PRE QUALIFICATION CRITERIA:

1. Bidders having experience for design ,manufacture & supply of 2MT or above capacity BOPT is essential . Supporting documents for factory address, strength of engineers in design office to be produced.
2. Minimum year of experience required in BOPT Manufacturing : Not less than 5 years (documentary proof required)
3. No. of Pallet Truck (above 2 MT) supplied during the last 5 Years : Not less than 10 nos.(customers' PO copies / delivery invoice copies to be submitted)
4. Minimum average Turn over required for last 3 financial year : Rs.5 Crore or above Audited financial results / CA Certificate to be provided for last 3 years.
5. Central Excise / Service Tax Registration No./ PAN :
(Copies of Certificate for the above to be submitted as a proof)
6. Available After Sales Service Centre within 200 KM periphery from our Taloja- Maharashtra factory : Details of address to be provided
7. EMD amount of Rs.5,000.00 (original D/D or NEFT Details to be attached)
8. GST Details (Provisional ID Acknowledgement) to be produced.

ANNEXURE-II

TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.

2. **Purpose of Contract:**

This contract is for Supply as per Annexure-I

The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.

3. **Delivery period** – The successful tenderer should ensure the supply of Pallet Trucks within 8-10 weeks from the date of the Purchase Order received from BL's Office.

4. **Tender Evaluation**

The tender would be finalized on the basis of technically accepted and Composite Lowest Nett delivered price (NDP) Annexure -III.

5. The company reserves the right to accept any tender or reject any or all tenders.

6. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.

Negotiations, if held will be only with the lowest bidder.

7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.

8. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

9. **PAYMENT TERMS**

Our payment terms are as follows:

A] 30% of basic value will be released as an advance along with PO against equivalent Bank Guarantee from the successful bidder. BG will be released only after successful commissioning of Pallet Trucks.

B] 50% of basic value along with all taxes & duties will be released on receipt of the complete material.

C] 20% of the balance payment will be released only on successful commissioning of the Pallet Trucks at our factory and also on receipt of Performance Bank Guarantee (10% of the basic PO value for 12 months from the date of successful commissioning) from the bidder.

10. EMD :

Bidders will be required to pay of Rs.5000/- (Rupees Five thousand only) as an EMD amount in the form of D/D in favour of "Balmer Lawrie & Co. Ltd", payable at Mumbai and to be sent at our office address on or before the on line e-tender starts. A copy of the D/D is required to be attached at the time of up loading the tender. MSE vendors are exempted from submitting EMD amount . In that case, a copy of MSE current registration certificate is required to be submitted along with the hard copies.

11. PERFORMANCE GUARANTEE (PG) :

Successful bidder will be required to provide PG for 10% of the Basic Value of the PO for a period of 12 months from the date of commissioning . Equivalent Bank Guarantee will also be accepted.

12. RISK PURCHASE

In case delivery of the material is not effected as per given schedule from time to time, we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's security amount held with us.

13. INSPECTION :

M/s.Balmer Lawrie shall inspect the material after delivery at our factory in presence of Vendor's representative .

14. REJECTION.

If, as a result of inspection, examination or testing, M/s.Balmer Lawrie's Representative decides that any material is defective or otherwise not in accordance with the contract, M/s.Balmer Lawrie's Representative may reject such material and shall notify the Vendor promptly, stating his reasons. The Vendor shall then promptly remove the rejected item and replace with fresh material at his own cost.

15. WARRANTY PERIOD : 12 months from the date of commissioning or as per manufacturer's guideline.

16. LIQUIDATE DAMAGE : In case, the successful bidder fails to supply the material within the stipulated period as per the Purchase Order, Liquidated Damages will be imposed @ 0.50% of the Total Purchase Order Value, per completed week up to a maximum of 5% of the total Purchase Order value.

17. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities,

civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

18 HSE REQUIREMENTS BY CONTRACTORS (To be followed by Contractors as per their area of concern)

Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

Confined Space

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.

- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- 1 Only approved full body harness and two shock-absorbing lanyards are used,
- 2 Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- 3 Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- 4 Lifeline systems must be approved by Owner before use.
- 5 Use of ISI marked industrial helmet at all point of time.

Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.

- iv) Ladders will be lowered and securely stored at the end of each workday.
- v) Ladders shall be maintained free of oil, grease and other slipping hazards
- vi) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- vii) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Lifting Operations

Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

Environmental Requirements

Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

19. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 2000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

20. ARBITRATION

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by Head[IP], Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

21. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and

shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

22. Code of Conduct for Balmer Lawrie & Co. Suppliers / Contractors

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

The supplier declares herewith:

f Legal compliance

- o to comply with the laws of the applicable legal system(s).

f Prohibition of corruption and bribery

- o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

f Respect for the basic human rights of employees

- o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- o to respect the personal dignity, privacy and rights of each individual;
- o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- o to comply with the maximum number of working hours laid down in the applicable laws;
- o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

f Prohibition of child labor

- o to employ no workers under the age of 18;

f Health and safety of employees

- o to take responsibility for the health and safety of its employees;
- o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- o to provide training and ensure that employees are educated in health and safety issues;

- o to set up or use a reasonable occupational health & safety management system;
- f **Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;
- f **Supply chain**
 - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - o to comply with the principles of non discrimination with regard to supplier selection and treatment.

I/We accept all your terms and conditions as stated above.

For **BALMER LAWRIE & CO LTD**
INDUSTRIAL PACKAGING - SILVASSA

AUTHORIZED SIGNATORY

(SAMPLE FORMAT. NOT TO BE FILLED IN. PRICE SHOULD BE QUOTED THROUGH ON LINE)
ANNEXURE- III

PRICE BID

S.No.	Description	A	B	C[AXB]
		QTY / NO.	RATE/RS.	VALUE[RS.]
A	Design Manufacturing & Supply of Battery operated Pallet Truck 2.5 MT Capacity.	2(TWO)		
B	Freight Charges (LS)			
C	P&F (% on Basic)			
D	SGST %			
E	CGST %			
F	IGST %			
G	TOTAL PRICE(A+B+C+D+E)OR (A+B+C+F)			
H	NET LANDED [G-[D+E] OR [G-F]			

(Amount in words:)

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Terms and Conditions** as laid down in the Tender Documents.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

CONDITIONS FOR ONLINE BID SUBMISSION

Procedure For Bid Submission

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

The contact persons are :

C1 India Pvt.Ltd.
603,Coral Classic,20th Road,
Near Ambedkar Park, Chembur
Mumbai-400 071

1. Mr.Tuhin Ghosh,Mob.08981165071
Email – tuhin.ghosh@c1india.com
2. Mr. Tirtha Das, Mob 9163254290
Email - tirtha.das@c1india.com
3. Mr. Ravi Gaiwal, Tel +9619379192
Email - ravi.gaiwal@c1india.com
4. Mr. CH.Mani Sankar (Chennai), Mob +91-8939284159
Email – chikkavarapu.manisankar.c1india.com

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of Techno-commercial / Unpriced bid at our IP-Silvassa Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

Corrigendum 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 in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing .

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Disclaimer Clause:

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.