



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

TEMPERATURE CONTROLLED WAREHOUSE

Plot No.F-9/5, Additional Patalganga MIDC

District – Raigad, Maharashtra

Mobile No 9866400155,

E-mail: choudhary.rr@balmerlawrie.com

TENDER NO: BL/LI/TCW-MUM/18-19/032 Dated 01/12/2018

TECHNICAL / COMMERCIAL BID

***[Tender Document for Supply of SS Type Hand Pallet Trucks
for TCW Patalganga, Raigad, Maharashtra]***

DUE DATE & TIME: [12/12/2018 AT 15.00 HRS]

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Seal & Signature of the Bidder

NOTICE INVITING
TENDER

Online limited bids in single bid system are invited from experienced manufacturer/suppliers/Dealers for Supply of **SS Type Hand Pallet Trucks** as per technical specification to our Temperature Control Warehouse at Patalganga in district Raigad, Maharashtra.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from www.balmerlawrie.com and the procurement website <https://balmerlawrie.eproc.in>.

The tender has to be submitted online only

The signed copies of the required documents in support of bidder's credentials are to be send along with the tender documents.

S. No	Description	Details
1	Name of Work	Supply of SS Type Hand Pallet Trucks
2	Tender No	BL/LI/TCW-MUM/18-19/032
3	Validity Of Offer	120 days from the date of opening of Technical bid
4	Contract Period	30 Days from the date Of placement of Order or LOI whichever is earlier.
5	Tender Fee	nil
6	EMD	Rs. 10000 /-
7	Downloading / Submission of Tender :	
	a. Starts on	01/12/2018 at 15.00 Hrs.
	b. Closes on	12/12/2018 at 18.00 Hrs.
8	Opening of Tender	12/12/2018 at 18.30 Hrs

1. LIST OF DOCUMENTS TO BESUBMITTED

The signed and stamped copies off following documents should be sent as part of the technical/commercial bid submission

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Company's PAN.
- d. Company's GST Registration.
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.2018.

2. VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OFBIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- b. Failure on part of the tenderer to report on specified date and time for paper

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- verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
 - d. Incomplete Tenders are liable for rejection without any reference to the tenderer and decision of Balmer Lawrie in this respect will be final.
 - e. If at any stage it transpires that any party submitted false or forged documents may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
 - f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
 - g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
 - h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, may not be considered for commercial evaluation.
 - i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay an interest free EMD of Rs.10000 (***Rupees ten Thousand Only***) by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of “**BALMER LAWRIE & CO LTD**” on any Scheduled Bank, payable at [**Mumbai/ Navi Mumbai**]. Copies of the instruments (DD) evidencing payment of EMD should be scanned & uploaded before bidding. Payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. **SCT/ST Category having MSMED/NSIC certificates should specifically mention the same. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012**

The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

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1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders may contact the following resource persons for any assistance required in this regard.

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement 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.

1.3 For Price Bid Submission, the bidders are required to take print out of Price Bid, fill the relevant details and upload the same (In PDF format) after signing and stamping.

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.

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- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Price bid will be accepted physically or by post. Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum 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.
- **The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.**

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

The scope of work consists of

1. Supply of 10 Nos. of SS Type Hand Pallet Trucks as per detailed technical specification mentioned elsewhere in the tender.
2. The supply includes the loading at their manufacturing place and transporting to our place as per the delivery address mentioned elsewhere in the tender.

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GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY CRITERIA

The tenderers should meet the following eligibility criteria:

- I. Average annual turnover of the tenderer shall be minimum of Rs. 3 lacs during last three financial years ending 31st March, 2018. Copies of balance sheets of last three years are required to be submitted.
- II. Submission of EMD of Rs.10000 /- MSMED/NSIC parties are exempted from payment of EMD.
- III. Agency should have GST Registration number, copy of registration certificate is to be submitted.
- IV. The agency needs to furnish self-declaration that they are not black listed by any PSU/Government Institutions.
- V. Bidder should have executed at least five similar order. Copies of the same to be submitted.

2. SUBMISSION OF BIDS

The bid is to be submitted in a single bid process i.e. Technical/ Commercial Bid with Price Bid together. In the price bid, the rates are to be submitted as per the given format and online as mentioned in the bid submission clause.

3. TENDER OPENING

Unpriced and price bid will be opened as per tender calendar.

4. ACCEPTANCE OF OFFERS

- (i) Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- (ii) Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- (iii) Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- (iv) Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

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5. NEGOTIATIONS

- (i) Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- (ii) In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

6. NOTIFICATION OF AWARD

Prior to the expiry period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

7. CONTRACT PERIOD

The completion period is 30 days from the date of issue of LOI or P.O. whichever is earlier.

8. TERMINATION OF CONTRACT

In case of any breach of contract, serious criminal act on the part of selected contractor and/or his employees, and any such acts, the Company shall have the rights to terminate the contract immediately without any notice

9. VALIDITY

Offers must be valid for 120 days from the due date of the tender. The rates quoted by the tenderers once accepted by the Company shall be valid and firm during the tenure of entire contract period.

10. QUOTING OF RATES / TAXES

Rate shall be quoted as per the Price Bid Format. Applicable GST shall be mentioned separately as per the attached format.

11. EMD/SECURITY DEPOSIT

EMD of Rs 10000/- of the successful tenderer shall be converted into Non-interest bearing Security Deposit and shall be retained till one year after successful completion of the job. EMD of unsuccessful tenderers shall be refunded after finalization of the tender.

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12. TERMS OF PAYMENT

- a. 90% of amount along with all the tax will be released on Completion of delivery.
- b. 10% shall be kept as Retention Money for a period of 12 months of Defect Liability Period.

13. DEFECT LIABILITY

Defect liability period shall be one year from the date of issuance of letter by BL after satisfactory supply.

Guarantee period: Guarantee period will be for one year after from the date of supply at our site. During the period of guarantee the vendor's representative should visit the plant as required for sorting out any operational issues.

14. COMPLIANCE WITH REGULATIONS

Vendor shall warrant that all goods and services covered by these conditions shall have been produced, sold, supplied, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labor agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

All laws and regulations required to be incorporate in agreements of this character are hereby deemed to be incorporated by these references. Owner and their authorized representative disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture of supply of goods / services covered by this order.

15. SUB-LETTING OF WORK

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

16. INDEMNITY & GENERAL SAFETY

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment if any employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard

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Company against any possible HR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

17. FORCE MAJEURE CONDITIONS

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

18. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

19. SPECIAL INSTRUCTION

In case of any query/clarification, the tenderer may contact our Mr. Rakesh Choudhary, Project Leader [Phone : Mobile : [9866400155](tel:9866400155)]

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: **BL/LI/TCW-MUM/18-19/032** and hereby confirm our acceptance of the same.

Place: Signature of Tenderer

Date: Name & Address

Seal & Signature of the Bidder

PARTICULARS OF THE TENDERER’S ORGANISATION

Sr. No.	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4.	Name, designation, mobile number, e-mail, Fax no. and any other details of the Contact Person	
5	Year of commencement of business	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
7	Registration No. (Under companies Act)	
8	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company)	
9	Income Tax PAN no.	
10	Whether copy of PAN enclosed.	
11	Whether copy of latest Income Tax Return uploaded	
12	GST Registration. No.	
13	Whether copy of GST Registration certificate Uploaded	
14	Complete Details of the Banker, Name, Address, IFSC Code, Bank Code, Account No and Type of Account	
15	Whether registered under NSIC / MSME	
16	In case registered under NSIC / MSME, provide registration number and copy of registration	

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GENERAL TECHNICAL REQUIREMENTS

Make	GODREJ / CROWN / LINDE or Equivalent
Load Capacity	2000 Kg
Fork Length	1230mm
Fork Width	550mm/ 230 mm
Maximum Fork Height	200mm
Lowered Fork Height	90mm
Truck Weight	78 Kg
Overall Length	1635mm

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Price Bid

The price bid shall be as per the following format and the bidders are requested to fill the rates and send as mentioned in the NIT.

Sr. No.	Descriptions	Qty	Unit	Rate	Amount
1	Supply of SS Type Hand Pallet Trucks to TCW Patalganga.	10	No		
	Add GST				
	Total				

Note : The rates should be inclusive of Loading & transportation charges .