



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

**[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707**

**Phone No 2724 0466 /2724 2988, Fax No. 2724 2943**

**E-mail: *koli.ka @balmerlawrie.com***

**TENDER NO: BL/CFS/MUM/661 dt.07/08/2019**

**CIN - L15492WB1924GOI004835**

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**[CONTRACT FOR SUPPLY OF BATTERIES]**

**DUE DATE & TIME: 13/08/2019 [at 11.30 am]**

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### **NOTICE INVITING TENDER**

Sealed Offers are invited from the Authorized Agents /Distributors of Batteries who fulfil the eligibility criteria indicated in General Terms & Conditions subsequently, for undertaking the subject contract for **[CONTRACT FOR SUPPLY OF BATTERIES ]**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the tendering portal [www.balmerlawrie.com](http://www.balmerlawrie.com) Interested parties have to pay an interest free EMD of Rs.**[3000/- (Rupees Three thousand only)]** by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at **[Mumbai/Navi Mumbai]**. Valid MSE/NSIC certificate holders are exempted from EMD. **MSE 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 tender has to be submitted along with the supporting documents in a sealed envelope superscribing **TENDER No. BL/CFS/MUM/661 Dated 07/08/2019/ "OFFER FOR CONTRACT FOR SUPPLY OF BATTERIES "** and shall be dropped in our tender box at the given address **within 13/08/2019 AT 11.30 AM** and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.  
CONTAINER FREIGHT STATION  
PLOT NO.1, SECTOR-7, DRONAGIRI NODE  
NAVI MUMBAI – 400 707**

S. No	Description	Details
1	Name of Work	<b>SUPPLY OF BATTERIES</b>
2	Tender No	<b>BL/CFS/MUM/661</b>
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Completion period	<b>Immediate from the date of issue of PO</b>
5	Tender Fee	<b>Not applicable</b>
6	EMD	<b>Rs.3000.00</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>07/08/2019 at 3.00 PM</b>
	b. Closes on	<b>13/08/2019 at 11.30 AM</b>
8	Opening of Tenders	<b>13/08/2019 at 12.30 PM</b>

**1. LIST OF DOCUMENTS TO BE SUBMITTED**

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN number certificate copy
- c. GST Registration number certificate copy

**2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative may be required to come to our office **POSITIVELY** as intimated along with all original documents,
- b. Failure on part of the tenderer to report on specified date and time for paper 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 further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

**1. Special Note**

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- 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 Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to 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 Balmer Lawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com). The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- Splitting of order will be 25 % of total tendered quantity to MSE vendor if the price quoted by them are within a price band of +15 % of the L1 Price (which is from a supplier who is not MSE) subject to matching the L1 Price.

## **2. Filling of Tender Documents**

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
  - 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
  - 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
  - 2.4 The sole proprietor or authorised representative shall sign all documents that needs 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 produced.
- The bidder should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment,/ black listing the vendor

**SCOPE OF WORK**

Supply of Batteries as per specification given in Annexure- B

## GENERAL TERMS AND CONDITIONS

### 1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. [3 000/-].
- b) Bidder should be Authorized Agent /Distributor for Batteries.
- c) Bidder should have valid GST Registration number, copy of the same is to be submitted
- d) Bidder should not be black listed by any PSU or Govt. companies. Self-declaration for the same is to be submitted by the bidder on their company's letter head.

### 2. Submission Of Bids

The bids should be submitted in single bid process

Technical / Commercial Bid [Unpriced] with Price bid

For Price Bid, only the rates are to be submitted as per given format.

### 3. Tender Opening

Unprice and price bid will be opened as per tender calender as it is a single bid.

**4. Acceptance of offers**

- 4.1 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.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 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.
- 4.4 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.

**5. Negotiations**

- 5.1 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.
- 5.2 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. Price Variation**

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

**7. Notification Of Award**

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



**8. Delivery :**

Delivery to be made our CFS free of cost immediately on placement of our Letter of indent / purchase Order.

**9. Taxes & Duties :** Taxes & Duties , as applicable shall be noted against the relevant column in the Price –bid.

**10. Guarantee:** Two years guarantee period from the date of supply. For that, guarantee card must be submitted along with the batteries at the time of delivery. During his guarantee period, supplier should sort out the issue if any and faulty batteries if any, should be replaced by the bidder.

**11. Security Deposit / EMD**

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till three months from the date of delivery. EMD of unsuccessful bidders will be returned after finalization of the contract.

**12. Payment Terms :** Payment will be released within 10 days from the submission of invoice after completion of supply to our satisfaction.

**13. 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 other firm at the 'Risk & Cost' of the contract.

**16. 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.

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BL/CFS/MUM/661 DT. 07/08/2019 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer  
Date : Name & Address  
Telephone Nos.  
Office:  
Fax Nos. :

ANNEXURE – A

**PARTICULARS OF THE TENDERER'S ORGANISATION**

S. 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	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate enclosed	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

Annexure: B

**PRICE BID**

Tender No. BL/CFS/MUM/661

Date : 07/08/2019

**ITEM : SUPPLY OF BATTERIES :**

Sl.No.	Specification of Battery	Approx. Quantity Required.	Rate per battery. [Rs.]	Total Amount [Rs.]
1.	Supply of 12 Volt, 65 AH, Both side terminal Maintenance free Lead Acid sealed battery with installation .	40 Nos.		
	<b>Discount, if any</b>		@-----%	
	<b>Buy back Value of old same capacity batteries</b>	40 Nos		
	<b>Taxes &amp; Duties, if any</b>		@_____%	
	<b>TOTAL :</b>			

The quantities noted above are approximate and may vary according to the requirement at the time of placing of LOI/Order.

We have understood the terms & conditions indicated in the Tender Enquiry No. BL/CFS/MUM/661 dated 07/08/2019 and hereby confirm our acceptance of the same.

Taxes and Duties extra as applicable

Place-----Signature of Tenderer

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ]**  
**Tender No : BL/CFS/MUM/661 dt. 07/08/2019**

Date-----Name & Address