



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

**TEMPERATURE CONTROLLED WAREHOUSE**

*Survey No. 833,  
Kistapur Road,  
Village and Mandal - Medchal  
Medchal, Telangana  
Mobile No 9866400155  
E-mail: [choudhary.rr@balmerlawrie.com](mailto:choudhary.rr@balmerlawrie.com)*

Tender No: BL/LI/TCW-HYD/19-20/020 Dated 19/10/2019  
**TECHNICAL / COMMERCIAL BID**

[Tender Document for Supply of Wooden Pallets for TCW Medchal , Telangana ]

**DUE DATE & TIME: [31/10/2019 AT 5.00 pm ]**

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Seal & Signature of the Bidder

**NOTICE INVITING**  
**TENDER**

Online Bids in Single Bid System are invited from registered vendors for Supply of WOODEN PALLETS as per technical specification to our Temperature Control Warehouse Medchal in district Medchal, Telangana.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from [www.balmerlawrie.com](http://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	<b>Supply of wooden pallets.</b>
2	Tender No	<b>BL/LI/TCW-HYD/19-20/ 020 dt. 19/09/2019</b>
3	Validity Of Offer	120 days from the date of opening of Technical bid
4	Contract Period	<b>45 Days from the date Of placement of Order or LOI whichever is earlier.</b>
5	Tender Fee	<b>NIL</b>
6	EMD	<b>Rs15000.00</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>19/10/2019 at 6.00 pm</b>
	b. Closes on	<b>31/10/2019 at 5.00 am</b>
8	Opening of Tender	<b>31/10/2019 at 5.30 am</b>

**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 31.03.17

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

- 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 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 submit interest free EMD of Rs. **15000/- (Rupees Fifteen 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/documents should reach to our address at Container Freight Station, Plot no. 1, Sector- 7, Dronagiri Node, Navi Mumbai 400707 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

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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.

### 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.

HELPDESK 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.

### 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.
- 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.

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- 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.**

The bidder 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 process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders 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.

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

### **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.

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## **SCOPE OF WORK**

The scope of work consists of

1. Supply of 1000 wooden pallets as per the detailed technical specification mentioned elsewhere in the tender to each of the location of Temperature Controlled Warehouse at at Medchal.
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.
3. Supplier is required to bring one sample pallet along with all the test reports as per the technical specifications before commencing the manufacturing.

## **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. 10 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. 15000.00. 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.

### **2. SUBMISSION OF BIDS**

The bids should be submitted in single bid process i.e. technical / Commercial Bid [Unpriced] bid with Price bid

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

### **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.

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- (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.

**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 45 days from the date of issue of LOI or P.O. whichever is earlier.

**8. COMPESATION FOR LATE DELIVERY**

In case of late delivery beyond the stipulated date , compensation for late delivery @ 0.5% or part thereof , subject to a maximum of 5% of total order value shall be payable by the contractor.

**9. 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

**10. 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.

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**11. 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.

**12. EMD/SECURITY DEPOSIT**

The successful bidder has deposit interest free security deposit amounting to 5 % order value within one week after receipt of LOI/WO which will be refunded after successful completion of job. EMD of Rs. 15000/- can be adjusted against security deposit amount. EMD of unsuccessful tenderers shall be refunded after finalization of the tender.

**13. TERMS OF PAYMENT**

- a. 90% of amount along with all the tax will be released on prorata basis after receipt of pallets in good condition at TCW Medchal.
- b. 10% shall be kept as Retention Money for a period of 12 months of Defect Liability Period. The retention money can be exchanged with an equivalent amount of B.G. valid for a period of 12 months from the date of issue of completion certificate.

**14. DEFECT LIABILITY**

Defect liability period shall be one year from the date of issuance of letter by BL after satisfactory supply of all the materials. The defect liability period shall be one year from the date of supply of all the pallets. During the period of guarantee the vendor's representative should visit the plant as required for sorting out any operational issues.

**15. 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.

**16. Purchase preference policy for MSE Vendors**

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of

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MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

#### **17. Compliance of GST**

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

#### **18. 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.

#### **19. 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 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.

#### **20. 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,

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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.

## **21. 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.

## **22. SPECIAL INSTRUCTION**

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

### **DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: **BL/LI/TCW-HYD/19-20/020 Dated 19/10/2019** 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

Pallets should be ideal for the transportation for industries such as FMCG, Beverages, Produce, Hardware and automotive industries.

### **Size of the Pallet**

1. 1200mm x 1000mm x 155mm with a variation of +/-5mm
2. Load bearing capacity shall be as follows,
  - a. Static Load – 4000 Kg
  - b. Dynamic Load – 1250 Kg
3. Entry to the pallet shall be from 1 Mtr. Side

### **Quality of Woods**

1. The quality of wood to be used for making of pallets should be well seasoned and of **PINE Wood**.
2. There should not be any tapping mark.
3. The pallets should be suitable for application under temperature of minus 25 degree centigrade.
4. The planks should be dried in seasoning kiln and moisture content should be less than 19%.
5. The planks should be straight and flat as much as possible.
6. The dried planks should be surface planed in order to get good finish and smoothness.

### **Other Parameters**

1. Member dimensions should be such that it can withstand the load of 1.00 MT and should be stable during the handling.
2. The minimum sizes of Runners should be 125mm deep x 65mm wide and 1000mm long or as per the manufacturer specifications to meet the quality, size and the load requirement.

***Note: - A Sample piece shall be made for inspection by the owner. Entire lot shall be taken up for fabrication on obtaining clearance on the sample piece.***

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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.

<b>Sr. No.</b>	<b>Descriptions</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Supply of Wooden Pallets of 1.20mx1.00m Euro Pallets to our TCW Medchal. The rate should include loading, transportation and unloading.	1000	Nos.		
	<b>Sub-total</b>				
	<b>Add GST</b>				
	<b>Gross Total</b>				

Note: Quantity noted in price bid is approximate and there may be some variation in quantity depending on actual requirement.