

**Balmer Lawrie & Co. Ltd. Temperature Controlled Warehouse, Rai [Haryana]**  
**Tender No: BL/LI/TCW-RAI/19-20/028 DT 10.12.2019**



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

**TEMPERATURE CONTROLLED WAREHOUSE**

[PLOT NO.1924, 1924-A, RAI INDUSTRIAL AREA, HSIIDC,  
RAI (SONIPAT), HARYANA-131029  
Mobile No: +91 9866400155  
E-mail: Choudhary.rr@balmerlawrie.com]

**For Technical Details Please Contact: 91 9866400155.**

**Tender No: BL/LI/TCW-RAI/19-20/028 DT.10.12.2019**

**TECHNICAL / COMMERCIAL BID**

**Inviting Tender for**

**[Tender Document for Hiring of Battery Operated Hand Pallet Trucks]**

**DUE DATE & TIME: [19/12/2019 AT 17.00 HRS]**

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Seal & Signature of the Bidder

### **NOTICE INVITING TENDER**

Online Bids (Single Bid System) are invited for Supply of Battery Operated Pallet Trucks – 2 Nos (Hiring Basis) for a period of two years at our Temperature Controlled Warehouse at Rai, Haryana.

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.

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

<b>Sr. No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of Work	<b>Hiring of BOPT– 2 Nos</b>
<b>2</b>	Tender No	<b>BL/LI/TCW-RAI/19-20/028 DT.10/12/2019</b>
<b>3</b>	Validity Of Offer	90days from the date of opening of Technical bid
<b>4</b>	Contract Period	<b>2 Years from date Of placement of Order or LOI</b>
<b>5</b>	Tender Fee	<b>NIL</b>
<b>6</b>	EMD	<b>Rs.5000/-</b>
<b>7</b>	Downloading / Submission of Tender :	
	a. Starts on	<b>10/12/2019 at 5.00 pm</b>
	b. Closes on	<b>19/12/2019 at 5.00 pm</b>
	c. Opening of the tender	<b>19/12/2019 at 5.30 pm</b>
<b>8</b>	Address for submission of Tender Document	To: Mr. Prem Gautam Balmer Lawrie &Co.Ltd, Plot No: 1924, 1924-A, Sec- 38 HSIIDC, Rai Sonepat Dist, Haryana-131029

#### **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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- 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.
- Company's PAN.
- Company's GST Registration.
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.16.

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

- If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- 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.
- Tenderer should be in a position to produce all the original documents and/or any other

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- information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are reliable 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, and 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.

### **BID SUBMISSION**

Tenderers are advised to download Notice Inviting Tenders along with other tender documents from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and the procurement website <https://balmerlawrie.eproc.in>. Interested parties are required to pay an interest free EMD of Rs. **[5000/- (Rupees five thousand Only)]** by Demand Drafts/Pay Orders of any scheduled bank drawn in favour of BALMERLAWRIE & CO. LTD., payable at Mumbai. Offer submitted without Tender Fee and EMD will be rejected. However, submission of EMD is exempted for NSIC/MSME registered parties on submission of copy of valid registration certificate for the category mentioned. **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 to address of communication 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 above address.

Bidders are requested to submit their offer (Only Technical Bid) in as sealed envelope superscripting the tender reference no and shall be send to the below address with in the tender due date and time.

Kind Att :

Mr. Prem Gautam

Balmer Lawrie & Co. Ltd,

Plot No: 1924, 1924-A, Sec- 38

HSIIDC, Rai

Sonepat Dist, Haryana-131029

Mobile -08377922852.

#### **1.1 Special Note**

- 1.1.1 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- "Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- 1.1.2 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. The Company calling for tenders shall not be responsible for any claims.

**Seal & Signature of the Bidder**

## **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 specification stand 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 authorized representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorized 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 supply of 2 Nos BOPT (Batter Operated Pallet TRUCKS). **The successful bidder has to provide only 01 BOPT within 01 week after receipt of WO/LOI. The supply of the 2<sup>nd</sup> BOPT is kept provisional and will be taken based on our requirement with prior intimation before 15 days.** The fork entry will be from 1.20 mter sides of the pallet. The maintenance of the BOPT shall be totally responsibility of the supplier. There is nothing to be paid towards any type of repair and maintenance. The breakdown timing shall be not more than 12 hours from the time of notifying the same.

**The rental charges shall be calculated from the date of receipt of equipment in good working condition at BL's place and not from the date of dispatch.**

The rates shall be inclusive of loading and unloading at the delivery address.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria for Techno-Commercial Bid**

- a) Payment of Interest Free EMD of Rs. 5000/- (Rupees five thousand only).
- b) Bidder Should have minimum average turnover of Rs.2 Lacs during the last 3 years ending March 19. Copy of audited Profit/Loss Account and Balance sheet to be attached.
- c) Bidder Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required) This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender, or order already placed will be cancelled.
- d) Bidder should have valid GST no., copy of GST Registration number is ot be submitted.

### **2. Submission of Bids**

The bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

For registration and online bid submission bidder may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

**Seal & Signature of the Bidder**

<b>HELPSDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>			
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	

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 (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The bidder shall invariably furnish the original DD towards to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

**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. Tender Opening**

Unpriced and price bid will be opened as per tender calendar as it is a single bid.

### **4. Rates/ Taxes and Duties**

The bidder should quote their basic rates and indicate the taxes as mentioned in the price bid format. The service tax shall be applicable as per the existing rates.

### **5 Acceptance of offers**

5.1 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.

5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer

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Lawrie at any stage.

5.3 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.

5.4 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.

### **6 Negotiations**

6.1 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 BalmerLawrie.

6.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so Astor each the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated.

### **7 Price Variation**

7.1 The price should be firm and irrevocable and not subject to any change during contract period of 1 year.

**8 Contract period : The contract period for two years form date of issue of LOI / WO, which may be extendable for another 1 year on the same terms and conditions.**

### **9 Notification of Award**

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

### **10 Factory Visit**

The bidder, at the bidder's own cost/responsibility is advised to visit and examine the type of Work and handling conditions etc., and obtain all information and satisfy themselves that may be necessary for preparation and quoting the Tender.

### **11 Validity of offer**

Your offer should be valid for acceptance for 90days from the date of opening the price bid

### **12 Delivery of Equipment**

a. The Tenderer shall be responsible for any damage or loss during transit due to improper and in adequate stacking/packing.

b. E-mail intimation shall be given to Unit-Head, Balmer Lawrie & Co. Ltd, Rai, prior to dispatch of equipment mentioning the dispatch particulars,

12.1 Risk Purchase clause :

The successful bidder shall supply the equipment as per our requirement / call-ups within 7 days of telephonic/e-mail intimation to them. In the event of their failure to do so, the company shall be free to engage any other supplier from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any, incurred by the company on this account will be recovered at actual from the successful bidder from their Security Deposit / Running Bills.

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### **13 Insurance**

The contractor shall arrange, secure and maintain insurance as may be necessary to protect his own interest and the interest of the purchaser against all risks. The risks to be covered under the insurance shall include but not limited to the loss damage in transit, theft, pilferage / riot/ civil commotion, weather, conditions, accidents of all kinds, fire, war risks during transport.

The contractor shall take up the matter with insurance company on its own for finalization of claims and if necessary, purchaser shall provide required assistance in this regard to the extent possible. All further action in connection with making and settling of claims, if any will be taken care by the contractor himself for which no extra payment will be made by the purchaser to the contractor in this regard.

### **14 Payment Terms**

The supplier should raise monthly bills and the payment can be released within 15 days from the date of receipt of bills.

**15. Security Deposit/ EMD :** The successful bidder has to deposit 2 % of the purchase order value as a interest free security deposit by way of DD/PO drawn in the name of Balmer Lawrie & Co.Ltd payable at Mumbai /Navi Mumbai within one week after receipt of LOI/PO. EMD deposited by successful bidder can be adjusted against security deposit. EMD deposited by unsuccessful bidder will be refunded after finalization of contract.

### **16. Sub-letting of Work**

No part of the contractor any share or interest there in 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 flouting the conditions, Balmer Lawrie shall be entitled to get the supply from any other firm at the 'Risk & Cost' of the contractor.

### **17. User Training**

Contractor shall depute one qualified & well experienced supervisor cum trainer for the purpose of providing user training to the BL personnel on the various aspects during operations.

### **18. Liquidated Damage**

If the supplier is unable to supply the equipment as specified in the scope of work within the period after notification by BL even for an intermittent notification also, then BL recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of ordered value.

The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss / damage which will be suffered by the owner on account of delay / breach on the part of the contractor and the said amount will be payable without proof of actual loss or damage carried by such delay/breach.

Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the supply at the risk and cost of the supplier, in the event of his failing to complete the work within the stipulated time.

### **19. Addition/alteration of Tender Document**

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to

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accept/reject a tender without assigning any reasons.

**20. Termination of Contract.**

The contract can be terminated by either party by giving 3 clear months' notice in writing. However in case of serious breach of contract by the supplier the Company reserves the right to terminate the contract forthwith without notice.

**21. 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.

**23. 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 MSE vendors are within the range of L1+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.

**24. 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.

**25 Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed mutually 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.

**Seal & Signature of the Bidder**

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: **BL/LI/TCW-RAI/19-20/028 DT.10/12/2019** 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**

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

Seal &amp; Signature of the Bidder

## GENERAL TECHNICAL REQUIREMENTS

Sr. No.	Particulars	Remarks
1	Manufacturer	Linde/ Toyota/ Crown etc.,
2	Power Unit	Battery
3	Operation	Pedestrian / Rider Stand
4	Load Capacity	2 MT
5	Load Center	600mm
6	Lift	125mm

Seal & Signature of the Bidder

**Price Bid**

Part B – PRICE PART

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.	Particular	Quantity (Nos.)	Monthly Rental	No. of Months	Amount
1	Supply of BOPT on hiring basis as per the Technical Specification for TCW Rai.	2*		24	
	<b>TOTAL</b>				
	<b>GST</b>				
	<b>Total Amount including GST</b>				

**\* NOTE:**

The successful bidder has to provide only 01 BOPT within 01 week after receipt of WO/LOI. The supply of the 2<sup>nd</sup> BOPT is kept provisional and will be taken based on our requirement with prior intimation before 15 days.

Place:

Signature of Tenderer

Date:

Name & Address

Seal & Signature of the Bidder