

**Balmer Lawrie & Co. Ltd. Temperature Controlled Warehouse, Hyderabad [Telangana]**  
Tender No: \_\_ BL/TCW/HYD/005 dt.08/09/2017



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

**TEMPERATURE CONTROLLED WAREHOUSE**

[SURVEY NO.833, KISTAPUR ROAD, MEDCHAL (VILLAGE+MANDAL),  
MEDCAHL (DISTRICT) TELANGANA-501401  
Mobile No: +91 9676505656  
E-mail: [addagiri.n@balmerlawrie.com](mailto:addagiri.n@balmerlawrie.com)]

**For Technical Details Please Contact: 91 9676505656.**  
**Tender No: BL/LI/CC/HYD/ 005 Dtd: 08/ 09/ 2017**  
**TECHNICAL / COMMERCIAL BID**

**Inviting Tender for**

**[Tender Document for  
Hiring of Wooden Pallets]**

**DUE DATE & TIME: [23/09/2017 AT 17.00 HRS ]**

**INDEX**

<b>S. NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1	Index	2
2	Notice Inviting Tender	3
3	Special Instructions for Participation in bidding	4-5
4	Scope of Work	5
5	General Terms and conditions	5-9
6	Particulars of the organization	10
7	General Technical Specification	11
8	Price Bid	12

**Seal & Signature of the Bidder**

### **NOTICE INVITING TENDER**

Online Bids(Single Bid System)areinvitedfromexperiencedmanufacturer/suppliers/DealersforSupply ofWOODENPALLETS(2500 nos.) on Hiring Basisfora period of oneyear.

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.

S. No	Description	Details
1	Name of Work	<b>Hiring of WOODEN PALLETS –2500 Nos on Rental Basis.</b>
2	Tender No	<b>BL/LI/CC/HYD/005</b>
3	Validity Of Offer	90days from the date of opening of Technical bid
4	Contract Period	<b>1 Year from date Of placement of Order or LOI</b>
5	Tender Fee	<b>NIL</b>
6	EMD	<b>Rs.7000/-</b>
7	Downloading / Submission of Tender :	
	a. Startson	<b>08/09/2017 15.30 Hrs</b>
	b. Closeson	<b>23/09/2017 at 17.00 Hrs.</b>
8	Address for submission of Tender Document	To: Mr. Nara vamsiKrishnaAddagiri Balmer Lawrie &Co.Ltd, Suy No: 833,Kistapur Road, Medchal Village & Mandal, Medchal Dist,Telangana-501 401

#### **1. LIST OF DOCUMENTS TO BESUBMITTED**

The signed and stamped copies of 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

**Seal & Signature of the Bidder**

## Balmer Lawrie & Co. Ltd. Temperature Controlled Warehouse, Hyderabad [Telangana]

Tender No: \_\_ BL/TCW/HYD/005 dt.08/09/2017

- information on dates as intimated or as and when required by BalmerLawrie.
- d. IncompleteTendersareliableforrejectionwithoutanyreferencetothe tendereranddecisionof Balmer Lawrie in this respect will befinal.
  - e. Ifatanystageittranspiresthatanypartysubmittedfalseorforgedd documentsmaybeBlacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may beinitiated.
  - 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 anystage.
  - 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 commercialevaluation.
  - i. Tenders, if submitted through e-mail or fax, shall be summarilyrejected.

### **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.[7000/- (**Rupees seven thousand Only**)]byDemandDrafts/PayOrdersofanyscheduledbankdrawninfavourofBALMERLAWRIE & CO. LTD., payable at Mumbai. Offer submitted without Tender Fee and EMD will be rejected. However, submissionofEMDisexemptedforNSIC/MSMeregisteredpartiesonsubmissionofcopyof valid registration certificatefor the category mentioned. 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.

Biddersarerequestedto submit their offer (Only Technical Bid) inasealedenvelopesuperscribingthetenderreference no and shall be send to the below address with in the tender due date and time.

Kind Att :Mr. Nara Vamsi Krishna Addagiri  
Balmer Lawrie &Co.Ltd,  
Suy No: 833,Kistapur Road,  
Medchal Village & Mandal,  
MedchalDist,Telangana-501 401  
Mobile -9676505656.

#### **1.1 SpecialNote**

- 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 "e- 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 balmerlawrie website. The Company calling for tenders shall not be responsible for any claims.

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

2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before

**Seal & Signature of the Bidder**

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 authorized representatives shall sign all documents that need 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 for supply consists of supply of 2500 pallets of size 1200mm x 1000mm x 150mm (These sizes may vary up to +/- 5mm). Suppliers shall be responsible to complete the supply as per the technical specifications within 7 days from the date of approval for dispatch by BL. The entire quantity of 2500 pallets may not be required at one time and may vary upon the requirement of BL, however 7 days prior, the intimation will be given to for dispatch.

**The rental charges shall be counted from the date of receipt of pallets in good condition at BL's place. The payment shall be on actual number of pallets supplied in the billing month.**

**When the pallets are not required and BL wants to return those pallets, supplier should take away those pallets within 24 hrs of notification by e-mail**

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. 7000/- (Rupees Seven thousand only).
- b) Should have minimum average turnover of Rs. 4 Lacs during the last 3 years ending March 16. Copy of audited Profit/Loss Account and Balance sheet to be attached.
- c) 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

#### **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):

Sl. No.	Name	e-mail ID	Contact No.
1.	Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
2.	Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
3.	Ravi Gaiwal	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	+91-022-66865633
4.	Ujjal Mitra	<a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a>	+91-89866 78058

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 Seal & Signature of the Bidder)

## **Balmer Lawrie & Co. Ltd. Temperature Controlled Warehouse, Hyderabad [Telangana]**

**Tender No: \_\_ BL/TCW/HYD/005 dt.08/09/2017**

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. TenderOpening**

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

### **4. Rates/ Taxes andDuties**

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 ofoffers**

- 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 reasonthereof.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 5.3 Balmer Lawrie reserves the right 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.
- 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 Balmer Lawrie.
- 6.2 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.

### **Seal & Signature of the Bidder**

## **7 PriceVariation**

7.1 Thepriceshouldbefirmandirrevocableandnotsubjecttoanychange during contract period of 1 year.

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

## **9 Notification ofAward**

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 FactoryVisit**

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 ofPallets**

- a. TheTenderershallberesponsibleforanydamageorlossduringtransitduetoimproperandinadequate stacking/packing.
- b. E-mail intimation shall be given toUnit-Head, Balmer Lawrie & Co. Ltd, Medchal, and Hyderabad, prior to dispatch of pallets mentioning the dispatch particulars such as Date of dispatch, No. of pallets.

### **12.1 Risk Purchase clause :**

The successful bidder shall supply the palets 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.

## **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 duringtransport.

Thecontractorshalltakeupthematterwithinsurancecompanyonitsownforfinalizationofclaimsand ifnecessary,purchasershallproviderequiredassistanceinthisregardtotheextentpossible.Allfurtheraction 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 thisregard.

## **14 Security Deposit–**

The successful bidder shall be required to submit within 10 days of issue of LOI/PO whichever is earlier, security deposit of 2% of the contract value by Demand draft / irrevocable BG as per our format. No interest will be payable on security deposit. Failure to submit security deposit shall entitle Balmer Lawrie to reserve the right to cancel the order without recourse to the bidder and forfeit the EMD. The SD shall be refunded after completion of the contract period. In the event of breach of contract, the SD is liable for forfeiture.

**Seal & Signature of the Bidder**

### **15 Payment Terms**

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

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

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

### **17 Test certificates and Documents**

Quality test reports for the supplied pallets such as type of wood or any other materials used shall be submitted by the contractor at the time of supplying the pallets.

### **18 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.

### **19 Liquidated Damage**

If the supplier is unable to supply the pallets 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 thereof 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.

### **20 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 accept/reject a tender without assigning any reasons.

### **21 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.

### **22 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

### **Seal & Signature of the Bidder**



**Balmer Lawrie & Co. Ltd. Temperature Controlled Warehouse, Hyderabad [Telangana]**

**Tender No: \_\_ BL/TCW/HYD/005 dt.08/09/2017**

as "events") provided notice of the happening of any such events is given by either party to the other within twentyonedaysfromthedateofoccurrencethereof,neitherpartyshallbyreasonsofsuchevent,beentitled 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 Arbitration**

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

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BL/LI/CC/HYD/ 005 and hereby confirm our acceptance of the same.

Place: Signature ofTenderer

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 & Signature of the Bidder**

## GENERAL TECHNICAL REQUIREMENTS

### Size of the Pallet –

1. 1200mm x 1000mm x 150mm with a variation of +/-5mm
2. Load bearing capacity of minimum 1.00 MT.
3. Entry to the pallet shall be from both the sides, i.e. two way entry.

### Quality of Woods

1. There should not be any tapping mark and center pith on the planks.
2. The pallets should be suitable for application under temperature of minus 25 degreecentigrade.
3. The planks should be dried in seasoning kiln and moisture content should be less than12%
4. The planks should be straight and flat and should not have anybend.
5. The dried planks should be surface planed in order to get good finish andsmoothness.
6. Afterfabricationofthepalletsthesameshouldbeagainsmoothenedinordertogetfinalfinish

**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.)	Rate	No. of Days	Amount PerAnnum	GST Rate	GST Amount
1	Wooden pallets to be used in a Temperature Controlled Warehouse(+ 2* C to -25*C). <b>Rate to be quoted per pallet per day.</b>	2500		365			
2	Per Pallet Transportation Charges (To be paid only for inward qty.)	2500		-			
	<b>Total Amount including GST</b>						

Quantity given above is only indicative and company does not give any guarantee forsame.

Bidder should also indicate the price for the following,

1	Maintenance Cost per pallet in Rs. (Rate Only)	
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**Seal & Signature of the Bidder**