



Balmer Lawrie & Co Ltd (बामर लॉरी एंड कंपनी लिमिटेड)
(A Government of India Enterprise) (भारत सरकार का एक उद्यम)
Engineering & Projects (इंजीनियरिंग और परियोजनाएं)
21, Netaji Subhas Road (21, नेताजी सुभाष रोड)
Kolkata - 700 001 (कोलकाता – 700 001)

SUPPLY OF WOODEN PALLET (लकड़ी के फूस की आपूर्ति)

TEMPERATURE CONTROLLED WAREHOUSE

(तापमान नियंत्रित गोदाम)

AT (पर)

**INDUSTRIAL ESTATE, CHHATABAR, DIST-KHURDA,
ODISHA** (इंडस्ट्रियल एस्टेट, छतबार, डिस्ट्रिक्ट - खुर्दा ओडिशा)

Tender No. EP / TCW / BHU / WPT / 19

Tender Date: 17.12.2020 (निविदा तारीख: 17.12.2020)

Due Date: 06.01.2021 at 4 PM (नियत तारीख: 06.01.2021 को 4 PM बजे)

UNPRICED PART (PART-I) (अमूल्यंकित भाग) (भाग-1)

TENDERER'S CHECKLIST POINTS

Tenderer shall require filling in the table below appropriately:

SI No.	Submission of Document	Bidder's Confirmation/Submission (Yes / No)
1	Earnest Money Deposit	
2	Audited Annual Reports (for past three years)	
3	Purchase Order for similar supply executed during last seven (7) years	
4	Power of Attorney of the Signatory	
5	Confirmation on Time of Delivery	
6	PAN	
7	GST Registration	
8	Copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)	

Vendor /Supplier Information

Sl no.	Description	Details to be filled up by Vendor/Supplier
1	Name1 (max. 35 char.)	
2	Name2 (max. 40 char.)	
3	Street/House No. (max. 50 char.)	
4	Street1 (max. 40 char.)	
5	Street2 (max. 40 char.)	
6	PIN Code (Postal Index No. e.g. "700001") (max. 6 char.)	
7	City/Place (e.g. "Kolkata" or "Dehradun") (max. 40 char.) or as the name of the city	
8	Country ("India" or "England" or as the name of country be)	
9	State (Name the state from where the office of Vendor/Supplier operates)	
10	First Tel. No.(with STD Code) : (e.g. 033-22225280 or 022-66552814)(max. 30 char.)	
11	First Fax No. (with STD Code)	
12	Contact Person	
13	First Mobile No.	
14	E-mail Address) (max. 40 char.)	
15	Service Tax Registration No. :	
16	PAN No. :	
17	CST No. :	
18	Local Sales Tax No.(VAT) :	
19	Bank Name (max. 60 char.)	
20	Street (max. 35 char.)	
21	City (max. 35 char.)	
22	Branch (max. 40 char.)	
23	IFSC Code	
24	MICR Code	
25	Account No.	
26	Type of Account (Current, Savings, etc.)	

LIST OF CONTENT:

UN-PRICED PART (PART I)

1. NOTICE INVITING TENDER
2. CONDITION OF CONTRACT
3. TECHNICAL SPECIFICATIONS

PRICED PART (PART II)

1. SCHEDULE OF WORK

NOTICE INVITING TENDER
Tender No. EP / TCW / BHU / WPT / 19

1.0 Balmer Lawrie & Co Ltd invite ONLINE BIDS from experienced, competent and resourceful parties for Supply of Wooden Pallets for Temperature Controlled Warehouse at IDCO Industrial Estate, Chhatabar, Dist-Khurdah, Odisha.

2.0 **SCOPE OF WORK**

Tenderer is required to supply **2000nos wooden pallet** of capacity 1MT each of size 1200mm (frontal) x 1000mm (depth) as per technical specification as defined in **Annexure - I** & Schedule of Work as enclosed. All the pallets shall be unloaded by the supplier at the cold storage premises, transported/carried inside the cold chamber and arranged on the racks which is of G+5 level (12M height). The item rate must include the cost towards all labours, material handling equipment etc.

3.0 **DELIVERY PERIOD**

Time is the essence of the tender. The time schedule for supply of pallets in working condition according to the contract / order shall be **Two (2) Calendar Months** from the date of placement of order.

5.0 **EARNEST MONEY DEPOSIT**

Unpriced Part should be accompanied by a Bank Draft or Bank Guarantee of **Rs 18000/- (Rupees eighteen thousand only)** towards earnest money deposit executed by any scheduled bank drawn in favour of M/s Balmer Lawrie & Co Ltd payable at Kolkata as per format enclosed. EMD submitted by way of Bank Guarantee should remain valid for a minimum period of 120 days after the due date of tender submission.

Earnest Money deposit (EMD) is exempted for agencies registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/work. Declaration of Udyog Aadhar Memorandum (UAM) by the MSE parties on Central Public Procurement Portal (CPPP) shall be mandatory. Copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted in this regard.

6.0 **PRE-QUALIFICATION CRITERIA**

The prospective tenderers shall fulfil the following pre-qualification criteria:

6.1 Average annual turnover of the bidder shall be minimum of **Rs 40 lakhs** during last three financial years ending 31st March, 2020. For financial year 2019-20, CA certificate shall be acceptable.

- 6.2 The bidder should have supplied wooden pallet for warehouse applications. They must have supplied the following numbers during past seven (7) years ending last day of month previous to the one in which applications are invited should be either of the following: -
- 3 orders each of having quantity not less than **800nos** or
 - 2 orders each of having quantity not less than **1200nos** or
 - 1 order having quantity not less than **1500nos**

Copy of purchase orders from the clients or from their consultant should be enclosed as supportive documents.

- 6.3 Tenderer shall require to furnish, PAN, GST Registration.

7.0 **TENDER DOCUMENTS**

Tender Documents comprises two parts viz. Part-I (Un-priced) and Part-II (Priced). The Un-priced Part consists of Notice Inviting Tender, Condition of Contract and Technical Specification. The Priced Part consists of Priced Schedule. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any, from **Sri G C Saha, Head(E&P)** (Mob. no. 9748773900). Offline bid submission in the tender document shall not be considered.

8.0 **TENDER SUBMISSION**

The intending tenderers shall be deemed to have visited the site and familiarise themselves thoroughly with the prevailing site conditions before submission of the tender. Non-familiarity with the site conditions will not be considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule.

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

For registration and online bid submission tenderer 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):

Dedicated Helpdesk for Balmer Lawrie			
<u>Contact Person</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>	<u>Days</u>
1. Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI

4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com		+91-8981165071
Escalation Level 2			
Mr. Sandeep Bhandari	sandeep.bhandari@c1india.com		+91-8826814007
Escalation Level 3			
Mr. Achal Garg	achal.garg@c1india.com		
In case, you are unable to get in touch with any of the Technical Support Associates, kindly drop a mail at blsupport@c1india.com mentioning your Name and Mobile No. One of C1 India's associates will get back shortly.			

The tenderer 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 tenderer will not be accepted on the e-procurement platform.

All the tenderers 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 tenderer shall furnish the original Demand Draft /BG for EMD 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 tenderer. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the tenderer is found to be false/fabricated/bogus, the tenderer is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to read all the terms and conditions mentioned in the tender Document and seek clarification if any from if in doubt from **Sri G C Saha, Head (Engineering & Projects)**.

The bidder should keep track of any Addendum / Corrigendum / Amendment issued by the Tender Inviting Authority on time-to-time basis in Company's website (www.balmerlawrie.com) and e-procurement site (https://balmerlawrie.eproc.in). No separate newspaper advertisement shall be published for such Addendum / Corrigendum / Amendment etc. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

The tenderer 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 is not responsible for incomplete bid submission by users. Tenderers 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.

Neither 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.

The hardcopies of the Bid Documents as explained above and also defined in clause no. 2.0 of Condition of Contract under sealed envelope should reach the office of **Head (E&P), Balmer Lawrie & Co Ltd, Engineering & Projects Department, 21 Netaji Subhas Road, Kolkata 700001**, on or before the due date of submission of tender. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 2nd floor at the above address.

9.0 TERMS OF PAYMENT

- a. 100% of Basic Supply value of the Contract and 100% of GST against receipt of material as per the schedule of work at site in good condition.
- b. 3% of above Running Account bill shall be withheld as retention money.
The supplier shall, within fifteen (15) days, submit to the Owner Initial Security Deposit equivalent to 2% of the basic contract value. During payment of monthly running account bills, the initial security deposit will be adjusted first against 'Retention Money', but in no case total retention including initial security deposit shall exceed 3% of the executed value of work at any stage. The retention money will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability and performance maintenance period, which shall be twelve (12) months from the date of issue of job completion certificate by the Engineer-in-Charge.

10.0 SUPPLY OF PALLET

Pallet shall be supplied in whole as per the tender bill of quantity by the Tenderer. However, any change in quantity shall be intimated at the time of placement of order.

11.0 TAXES & DUTIES

All taxes and duties other than GST shall be included in the quoted rates. GST shall be quoted separately at applicable rate in the price bid format.

12.0 PAN, GST Registration

Tenderers are requested to submit PAN, GST Registration along with Un-priced part of their offer, failing which their offer may be liable to be rejected.

13.0 INSPECTION

Balmer Lawrie reserve the right to inspect the Material at Tenderer's works by them or through a third party nominated by the Owner. Tenderer will provide all assistance to Owner's inspector in carrying out such inspection at Tenderer's works free of any charges.

14.0 NON-CONFORMANCE

Tenders not conforming to the above-mentioned requirements are liable to be rejected.

15.0 VALIDITY OF OFFER

Tendered shall keep their offer valid for a period of 120 days from the date of opening of Unpriced bid.

16.0 RIGHT TO ACCEPT OR REJECT TENDER

16.1 M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the tenderer (s) in the manner it considers suitable. In the event of receipt of lowest price from more than one (1) bidders, fresh price bids shall be invited from the lowest bidders only to determine final lowest bidder for placement of order.

16.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.

16.3 All the bids will be evaluated based on Pre-qualification and other criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the pre-qualification criteria will not be considered for commercial evaluation.

16.4 Tender if submitted through e-mail or fax shall be summarily rejected.

16.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.

For any Technical clarifications / queries Tenderers are requested to contact **Sri G C Saha, Head (E&P) (e-mail: saha.gc@balmerlawrie.com)** (from 10.00AM to 06.00PM IST, Monday - Friday).

for **Balmer Lawrie & Co Ltd**

(Goutam Chandra Saha)
Head (Engineering & Projects)

Seal & Signature of the Tenderer

CONDITIONS OF CONTRACT

1.0 DEFINITIONS

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings respectively assigned to them namely,

- 1.1 The "Owner/Client/Company" shall mean M/s **Balmer Lawrie & Co. Ltd**; a company incorporated in India and having its Registered Office at 21, Netaji Subhas Road, Kolkata - 700 001, and shall include its successors and assigns.
- 1.2 **The "Project" shall mean "Construction of Temperature Controlled Warehouse at IDCO Industrial Estate, Chhatabar, Dist:Khurda, Odisha.**
- 1.3 The 'Engineer-In-Charge'/'Engineer' shall mean the Engineer /Officer authorized by the 'Owner' for the purpose of the contract for overall inspection, Co-ordination and certification of billing.

2.0 DETAILS OF HARD COPIES TO BE SUBMITTED ALONG WITH THE TENDER

The tender, as submitted, shall consist of the following:

- (i) Hard copy of Un-priced Tender Document duly filled in, stamped and signed by the Tenderer as prescribed in different clauses of Tender documents. **No hard copy of priced bid shall be submitted.** Priced bid shall only be submitted online. The price bid file in pdf format shall be downloaded from the website, bidder to fill in their item-wise rates & amounts on hard copy, stamp, sign, scan and upload the same.
- (ii) Earnest money amounting to and in the manner specified along with the Un-priced bid or valid NSIC/ MSE Certificate
- (iii) The Power of Attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney".
- (iv) Similar work in past Seven years by the tenderer with copy of work orders from the client/ consultant appointed by the client.
- (v) Audited annual report for last three financial years. CA certificate for year 2019-20 shall be acceptable in case the report is not audited.
- (vi) PAN / GST

- (vii) Bank details and any other details as per enclosed format required in terms of this tender.
- (viii) Product catalogue if any.

3.0 RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Rates. The rate should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly, if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.
- (d) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorised representative thereby indicating that each and every page has been read and the points noted.

4.0 SECURITY DEPOSIT

- (i) On acceptance of the Bid, Supplier shall within fifteen (15) days, deposit with Owner an Initial Security Deposit of 2% of the basic contract value and the same shall be in any of the following form:
 - a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
 - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be **valid at least sixty days** after the completion of work.
- (ii) If the Supplier fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner may be entitled to award the Work elsewhere at Supplier's risk and cost. The EMD of the bidder to whom Contract was awarded, shall be forfeited
- (iii) No interest shall be payable against Security Deposit. Initial security deposit shall be returned after submission of performance bank guarantee of 3% of the basic contract value by the supplier.

5.0 VALIDITY

Tender submitted by a Tenderer shall remain valid for acceptance for a period specified in NIT from the date of opening of tender and will continue thereafter to be valid until specifically revised or permitted by giving seven (7) days' notice in writing to the Owner by the Tenderer. Tenderer shall not be entitled during the said period, without the consent of the Owner in writing, to revoke or cancel his tender or change the tender offer given or any terms thereof. As mentioned in the Notice Inviting Tender.

In case of Tenderer revoking or canceling the tender changing any terms in regard hereof without written consent as stated above, the Owner shall forfeit the Earnest Money deposited by him along with the tender.

The rates quoted by the successful Tenderer shall remain valid and firm for the entire period of contract up to the completion of work. No escalation to this effect will be accepted by the Owner.

6.0 TESTING & INSPECTION

The material, design and workmanship shall satisfy the relevant Indian & international Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standards/specifications / code(s) of practice for any part of the work covered in this tender, the instructions/directions of Engineer-in-Charge will be binding on the Supplier.

7.0 LIQUIDATED DAMAGE

(i) If the Supplier is unable to complete the jobs specified in the scope of work within the period specified in NIT, it may request owner for extension of the time with unconditionally agreeing for payment of liquidated damage. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the Supplier's running account bill, as an ascertained and agreed Liquidated Damages, a sum equivalent to **0.5%** of contract value for each week of delay or part thereof. The LD shall be limited to **5%** of the basic contract 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 Supplier and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

(ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Supplier, in the event of his failing to complete the work within the stipulated time or in the even progress of Supplier's work is behind schedule, as judged by the engineer-in-charge.

- (iii) Then the Engineer-in-Charge upon receiving necessary approval from competent Authority may in writing make a fair and reasonable extension of time for completion of the works as per provision of clause no. 10, provided further that the Supplier shall constantly use his best endeavour to the satisfaction of the Engineer-In-Charge to proceed with the works. Nothing herein shall prejudice the rights of the Supplier under clause herein above.
- (iv) The Supplier may seek time extension for delay or anticipated delay as per clause no. 11.0 for reasons not attributable to them and in such case time extension may be given without imposition of Liquidated Damage.

8.0 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation (Amendment) Act, 2015 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 & 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.

Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Supplier shall continue and to be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the Owner) and the Supplier shall remain liable and bound in all respects under the Contract.

9.0 DISCREPENCY, HEADINGS / TITLES, SINGULAR AND PLURAL

9.1 DISCREPENCY IN TENDER DOCUMENT

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the Tenderer shall bring it to the notice of the Owner / Engineer-in-charge for necessary clarification / action. In the event of such matters those are referred to later for decision of the Owner / Engineer-in-charge directing the manner in which the work is to be carried out shall be final & conclusive and the vendor shall carry out work in accordance with this decision.

9.2 HEADINGS / TITLES

All headings & Titles / Notices to the clauses, specifications / drawings are solely for the purpose of indicative reference and not as summary of the contents and thus shall not be deemed to be part of the clauses of the order/ contract.

9.3 SINGULAR AND PLURAL

Unless otherwise stated or repugnant to the context the singular shall include plural and vice-versa.

10.0 REVISION / CHANGES / QUANTITY VARIATION

- 10.1 Owner may make in writing any revisions or changes in the purchase order, including additions or deletions from the quantities ordered in the specifications or drawings. The vendor shall carry out such revision / changes and be bound by the same terms and conditions to the extent applicable, though the said revisions/ changes were not incorporated in the initial order.
- 10.2 Owner reserves the right to increase or decrease the tendered quantity to any extent or replace specification, drawing, design of any or every item or delete them out at any stage of the work. The vendor's claim for compensation or damages on account of this shall not be entertained. Such deviation shall be adjusted at the rates contained in the order/ contract or by issuing variation order (s) at the prevailing market rates, if the rates are not available in the order/ contract.

11.0 FORCE MAJEURE

- 11.1 Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to thereafter extent such delays failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, pandemic or strikes. The vendor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-in-charge in writing immediately on such occurrences. The amount of time, if any, loss of any of these counts shall not be counted for order/ contract period. On decision of the Owner arrived at after consultation with the vendor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the vendor to deliver the items within such extended period of time.
- 11.2 If vendor is prevented or delayed from the performing any its obligations under this Agreement by Force Majeure, then vendor shall notify Owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented within seven days of the occurrence of the event.

12.0 PACKING AND MARKING

All equipment/ materials shall be suitably packed in weather proof sea worthy, wooden packing for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservation up to the final point of destination.

Equipment / materials shall be protected by suitable coat of paint and all bright parts protected from rust by application of rust preventive as may be necessary. All machinery surfaces shall be suitable protected.

A distinct color splash in say red-black around each package / crate / bundle shall be given for identification.

In case of bundles the shipping, marks shall be embossed on metal or similar tag and wired securely on each end.

For bulk uniform materials when packed in several cases, progressive serial numbers shall be indicated on each case.

All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange face of nozzle shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint.

All threaded gaskets shall be greased and provided with plastic cap. All small pieces shall be packed in cases.

The vendor shall be held liable for all damages or breakage to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient greasing / protection.

On three sides of the packages, the following marks shall appear clearly visible in indelible paint and on vendor's care and expenses.

FROM:

TO CONSIGNEE: **M/S BALMER LAWRIE & CO LTD**
IDCO INDUSTRIAL ESTATE
PLOT NOS 5 & 13(P)
CHHATABAR, DIST: KHURDA
ODISHA
PIN CODE NO. 752054
Contact person: Sri Purnendu Das, Manager (E&P)

ORDER NO. :

REV. NO. :

ITEM :

ITEM NOMENCLATURE

NET WEIGHT : **Kgs**

GROSS WEIGHT: **Kgs**

CASE NO. : **Of TOTAL CASES**

DIMENSIONS:

Note: Marking shall be bold with minimum letter height of 5 Cms

For every order and every shipment, packages must be marked with serial progressive numbering. All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport should have their centers of gravity and points at which they may be gripped clearly indicated and marked 'Attention Special Load' 'Handle with Care' in English language. Any other direction for handling shall also be clearly indicated on the package.

13.0 COMMISSIONING / AFTER SALES SERVICE DURING GUARANTEE PERIOD

The vendor shall be responsible for the successful usage of the Pallet They shall also depute their technical personnel for attending to any defects during Guarantee / Warranty period.

During the period of guarantee the vendor's representative will visit the plant as required for sorting out any operational problems without any charges.

14.0 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.

15.0 SUB-LETTING OF ORDER/ CONTRACT

The vendor shall not sublet or assign this order/ contract or any part thereof without the written permission of the Owner. In the event of the vendor's sub-letting or assigning this order/ contract or any part thereof without such permission the Owner shall be entitled to cancel the order/ contract and to purchase the equipment / material elsewhere on the vendor's account and risk and the vendor shall be liable for any loss or damage which the Owner may sustain in consequence of or arising out of such purchase.

BANK GUARANTEE VERIFICATION CHECK LIST

<u>CHECK LIST</u>		<u>YES</u>	<u>NO</u>
I	Does bank guarantee compare verbatim with standard Balmer Lawrie & Co Ltd proforma for BG	_____	_____
II. a.	Has the executing officer of the BG indicated his name, designation and power of attorney No./ Signing Power No. etc. on BG	_____	_____
b.	Is each page of BG duly signed /initialed by the executant and last page is signed with full particulars as required in the Balmer Lawrie's standard proforma of BG and under the seal of the Bank.	_____	_____
c.	Does the last page of the BG carry the signature of two witnesses alongside the signature of the executing Bank Manager	_____	_____
III. a.	Does the non-judicial stamp paper for BG purchase in the name of BG issuing Bank	_____	_____
b.	Is the BG on non-judicial Stamp paper of value Rs. 100/- (Rupees One Hundred only)	_____	_____
c.	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than six months prior to date of execution of BG	_____	_____
IV. a.	Are the factual details such as bid specifications No., LOI No., Contract price etc. correct	_____	_____
b.	Whether over-writing/ cutting, if any on the BG authenticated under signature and seal of executant	_____	_____
V. a.	Is the amount of BG in line with contract provisions/agreement/tender	_____	_____
b.	Is the validity of BG in line with contract provisions/agreement/tender	_____	_____
VI.	Covering letter from bank enclosed with the BG	_____	_____
VII.	BG shall be from a Nationalised/ Scheduled Bank only	_____	_____

PROFORMA OF THE GUARANTEE
BID BOND/ EARNEST MONEY DEPOSIT

To
 Balmer Lawrie & Co. Ltd.
 Engineering & Projects,
 Kolkata- 700 001

Whereas (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the (purpose) (hereinafter called "the Bid") against Tender reference No. dated M/S. BALMER LAWRIE & CO. LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs..... (Rupees only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in consideration of the premises we, (Name of the Bank) having our office at(address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we,(name of the Bank) of(address of the Bank) having our office, inter alia, at (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD.....(address) (hereinafter called "the Purchaser") in the sum of Rs. (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this day of 2016.

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

Contd....2/-

[2]

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein :

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only)
- ii) This Bank Guarantee shall be valid upto
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)

We, (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of 2020 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

**BANK GUARANTEE
(PERFORMANCE)**

Letter of Guarantee No.

Dated : the day of

THE GUARANTEE is executed at Kolkata on the day of by
.....(set out full name and address of the Bank) (hereinafter referred to as "the Bank"
which expression shall unless expressly executed or repugnant to the context or meaning thereof
mean and include its successors and assigns).

WHEREAS Balmer Lawrie & Co. Ltd. (local address), an existing company
within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji
Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender being
No. dated (hereinafter referred to as "the said Tender") for (set out
purpose of the job) and pursuant thereto Messrs/ Mr. (set out full
name and address of the Supplier) (hereinafter referred to as "the Supplier" which term or
expression wherever the context so requires shall mean and include the partner or partners of the
Supplier for the time being/his/its heirs, executors, administrators, successors and assigns) (delete
which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Supplier had been accepted by the Company and in
pursuance thereof an Order being No..... dated (hereinafter referred to as "the
said Order") has been placed by the Company on the Supplier for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Supplier is required to furnish the Company
at their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees
..... only) as performance guarantee for the fulfilment of the terms and
conditions of the said Tender and to do execute and perform the obligations of the Supplier under
the Agreement dated the day of (hereinafter referred to as "the
Agreement ") entered into by and between the Company of the one part and the Supplier of the
other part, the terms of the said Tender and the terms contained in the said Order which
expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Supplier had agreed to provide to the Company a Bank Guarantee as security
for the due performance of their/his/its obligations truly and faithfully as hereinbefore
mentioned.

Contd....2/-

[2]

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Supplier, we (set out the full name of the Bank) the Bankers of the Supplier shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the day of entered into by and between the Company of the one part and the Supplier of the other part, the terms and conditions of the said Tender and the said Order.
2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Supplier or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Supplier.
6. We (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

Contd....3/-

[3]

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.

9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.

10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :

**PROFORMA OF THE GUARANTEE
(SECURITY DEPOSIT)**

Balmer Lawrie & Co. Ltd.
Engineering & Projects,
Kolkata- 700 001

Dear Sir,

That Messrs/Mr.(set out full name and address and constitution of the Supplier) (hereinafter referred to as "the Supplier") filed their/his/its quotation against your Tender being Tender No. dated (hereinafter referred as "the said Tender") for the work (set out the purpose of the job) and in pursuance thereto an Order being No. dated (hereinafter to as "the Order") was issued by you to the Supplier.

The conditions of the said Tender, inter alia, requires that the Supplier shall pay a sum of Rs..... only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. (set out full name of the Supplier) have/has approached us and at their/his/its request and in consideration of the premises We (set out full name of the Bank) having our office, inter alia at (state the address of the Bank) have agreed to give such guarantee in the manner following:

- 3 We, (set out full name of the Bank), hereby undertake with you if default is made by Messrs/Mr. (set out full name of the Supplier) in performing any of the terms and conditions of the Tender and/or in payment of the security deposit or any other or in payment of money payable to you. We, (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs..... (Rupees only) or such portion thereof not exceeding the said sum as you may demand from time to time.

Contd.....2/-

[2]

2. We, (set out full name of the Bank), further agree with you that you hereunder to adopt any mode for realisation of your dues from the Supplier and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. (set out full name of the Supplier), or to extend time of performance by Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Supplier and to forbear or enforce any of the terms and conditions relating to the Contract and we, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs..... (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. (set out the full name of the Supplier), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,
5. Our liability under this guarantee is restricted to Rs. (Rupees only).
6. Our guarantee shall remain in force and effect until (set out the date of expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and we, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.
7. We, (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

Contd

[3]

8. We, (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the day of Two Thousand and Twenty granted by the Bank.

Yours faithfully,

Dated : (Place)

..... (Date)

.....

(Signature of Officer on
behalf of)

(Set out name of the Bank)

Annexure-I**TECHNICAL SPECIFICATIONS**

Size of the Pallet – 1200mm (frontal) x 1000mm (depth) x 155mm (height) with a variation of +/-5mm

Quality of Woods

1. Pallets material shall be with well-seasoned and good quality **PINE / TAMARIND / MANGO** wood.
2. Material should be free from any tapping mark and knot.
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 12%.
5. The planks should be straight and flat and should not have any bend.
6. The dried planks should be surface planed in order to get good finish and smoothness.
7. After fabrication of the pallets the same should be again smoothed in order to get final finish.

Member Dimensions

1. Pallets shall have one-way entry by forklift / reach stacker.
2. Runner size shall be 125mm deep x 65mm wide and 1000mm long – 3nos.
3. Plank size shall be 100mm wide x 40mm thick and 1200mm long – 8nos.
4. Volume of wood in a pallet shall be minimum 2.1 Cft

Other Requirements

1. All the pallets shall be numbered with permanent ink e.g. 0001, 0002 ---- 2000 at sides of both end runners.

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.

SCHEDULE OF WORK

Supply of Wooden Pallet for Cold Storage					
Item no.	Item Description	Quantity	Unit	Rate (INR)	Amount (INR)
1.0	Design, Fabrication & Supply of wooden pallet of capacity 1MT of size 1.2M (frontal) x1.0M (depth) using well-seasoned defect free PINE/TAMARIND/MANGO wood with all required accessories as per the technical specifications furnished in Annexure - I of tender document including charges for transportation, unloading and site and placement into the steel racking system of 6-stack high	2000	Nos		
Bidder not to quote here					
	Total (Basic price)				
	Add for GST (bidder to specify)		%		
	Total including GST				

TOTAL IN WORDS