



Balmer Lawrie & Co. Ltd.

(G & L– Silvassa)

(A government of India Enterprise)

Survey No. 201/1, Sayli-Rakholi Road, Sayli, Silvassa-396230. (a UT of D&NH).

Phone- 9099084731 (Ext-60) E-mail – sengupta.s@balmerlawrie.com

TENDER ENQUIRY

Tender No. GLS/TE21/045

Dated 06.10.2021

Due date: - 21.10.2021

Sub: Supply, Installation & commission of one no 48 volt 516Ah Traction Battery suitable for Voltas make model EVX 20 HVT 2180 Forklift.

Online offers are invited only from our Registered Vendors for the subject job as per the *Scope of work, General Terms & Conditions*, and *Price schedule* is enclosed in annexure-A, B, and C respectively.

Your online offer, complete in all respect furnishing details of price break-up in our format should be submitted on or before the due date.

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd.

Sagar Sengupta
Sr. Manager (SCM)

Encl.: As above

Declaration for GeM: - The tendered service/item is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM."



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General Terms & Conditions

Annexure-A

1.0.0 Scope of work:

Job complete with all required tools & tackle, man power.

The requirement of the -48 volt, 516AH.Traction Battery under this tender are basically for replacement of existing batteries.

Technical Specification

<u>Specification of Traction Battery -1 nos</u>	
1	NORMAL VOLTAGE of Battery – 48
2	AH at 5 hr rate – 516
3	LENGTH of the Battery --- 900 mm
4	WIDTH of the Battery --- 670 mm
5	HIGHT of the Battery ---- 590 mm
6	NUMBER of Cell ----- 24
7	Voltas Item code - MH 12212

<u>Fork lift details for reference</u>	
1	MAKE- Voltas
2	MODEL NO –EVX20HVT2180
3	YEAR OF MFG-2012
4	BATT – VOLTAGE -48VOLT, 516AH



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2.0.0 General Terms & Conditions

ANNEXURE—B

Bid Security declaration:

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

Bidder needs to submit the Declaration as per the below format:

"We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

Penal Action in case any bidder withdraws or modifies the bid after tender due date:

In case any bidder withdraws or modifies the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 15 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

Compliance with Regulations

Adherence to all legal/statutory compliances in relation to production, sale, supply/ dispatch, as applicable from time to time, is mandatory. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliances.

BL and their authorized representatives will not be responsible for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.

Termination of Contract

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

1. The bidder fails to comply with any material/service term of the Contract.
2. The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.
3. The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.
4. The bidder becomes bankrupt or goes into liquidation.
5. The bidder makes a general assignment for the benefit of creditors.

Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers. The tender document may also be downloaded from our web site www.balmerlawrie.com within tender due date.

2.1.0 General instruction: - Do not leave any space blank or incomplete, write NA/NIL/Free wherever applicable. Each page of the offer (enclosures) has to be acknowledged by the bidder with their acceptance (signature & company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection. If the tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretations, such matter shall be brought to the attention of the BL (Balmer Lawrie & Co. Ltd.), at least four days before/prior to the date of filling/submission of the Tender.

2.2.0 Submission of offer: - The offer should be submitted online through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>. Clarifications can be obtained in person/writing from the undersigned during working hours before the last date of submission of bids.

2.3.0 Procedure for Bid Submission

The bidder should submit their response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids should be entertained by the Tender Inviting Authority. The bidders should submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents displayed in procurement web



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site. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder should sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

2.4.0 Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd., 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email: blsupport@c1india.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. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	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 our associates will get back shortly.			

2.5.0 Bid Submission Acknowledgement:

The user 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 processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. should not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids should not be saved by the system and are not available for the Tender Inviting Authority for processing.



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Before uploading scanned documents, the bidders should sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

Submission of Hard copies:

The bidders are requested to submit the documents as required, to the Tender Inviting Authority on or before due date. **Under no circumstances Hard copy of Price Bid should be sent.** The bidder should furnish the documents either in person or through courier or by post and the receipt of the same within the stipulated time should be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, cancellation of work and criminal prosecution.

2.6.0 Corrigendum to tender: The bidder has to keep track of any changes by viewing the addendum / Corrigendum issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Company calling for tenders should not be responsible for any claims/problems arising out of this.

2.7.0 Disclaimer Clause:

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

The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected.

Bidder should submit their unpriced/ technical bid in a single bid/envelope, superscripting the envelope with tender no., date & due date along with following enclosures-

- [i] Covering letter
- [ii] Signed and Stamped tender document as a token of acceptance of tender terms.
- [iii] Technical details (if any)

Each page of the offer (enclosures) has to be acknowledged by the bidder with their acceptance (signature & company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection.

Price bid over email/ fax or in sealed bid are not acceptable and bidder has to quote the price on our e-procurement portal only.

2.8.0 Delivery schedule: - The expected delivery/ job completion period for the supply & installation of all the items within 12 weeks from the date of Purchase Order (PO) or LOI whichever is earlier. However, the short/ early delivery period quoted by bidder for the job(s) may be preferred. The delivery should be made to our works at **Grease & Lubricant Division, Survey NO. 201/1, Sayli Village, Silvassa - 396230**

2.9.0 Price schedule: - Price bid over email/fax or in sealed envelope are not acceptable and bidder has to quote the price on our e-procurement portal only.

2.10.0 Selection & placement of offer: A tenderer must have to quote considering all the items/heads under supply and commission. Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order should be placed on a single technically & commercially qualified vendor, whose total price of entire job stands lowest.

2.11.0 Arbitration & Jurisdiction:

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to **Arbitration**. The procedure of the **Arbitration** shall be governed under the **Arbitration** and Conciliation Act, 1996 (as



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amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co. Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

2.12.0 Liquidated damages: - Vendor should be liable to pay liquidated damages for the following:

Failure to complete the required job as per PO and handing over to BL within the scheduled period. In such case, vendor should be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%. Any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work-In such case the loss should be assessed by BL and vendor should be liable to indemnify the value of such damaged property and/or machinery.

2.13.0 Price schedule: - The price should be quoted as per specified format given on our e-procurement portal. The price must be quoted for all the items/head of price bid format to complete the job in all respect because no escalation in price/value should be allowed after placement of the order or during the execution of work at site.

2.14.0 Payment terms: - (i) 100% on 30 days credit from the date of submission of related bill.

2.15.0. Guarantee/warranty Period: - 2 years from the date of successful fitting. During this guarantee/warranty period the performance of the supplied item has to be in line with the expected / agreed quality as per tender/PO and if not, then vendor has to replace/rectify the same at **no extra cost to BL** and to the satisfaction of BL/tender.

2.16.0 Buy Back Value:- Bidders are advised to mention their 'buy back' value in 'Price Schedule' for the existing battery(s) which they have to take back as MANADATORY as per guideline of PCC.
(Make of the existing batteries is EXIDE INDUSTRIES LIMITED)

2.17.0 Validity of offer: - The offers should remain valid for a period of 60 days from the due date of the tender.

2.18.0 Tender Cancellation Clause: Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel The Tender process at any time [whether before or after tender submission date] due to any unforeseen / Unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the Participants/ bidders in said tender for the same.

2.19.0 GST Clause: - "The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the for non-payment / withholding payment / black listing the vendor.

2.20.0 Site visit: - The tenderers may visit the site to make themselves thoroughly acquainted with the nature of requirement of supply.

2.21.0 After sales service: - Bidder shall furnish the contact details of after sales service facility available around Silvassa.



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Annexure-C

Price schedule & Bid Security Declaration

GLS/TE21/045

(Date: -06.10.2021

Due date: - 21.10.2021 4:00 PM)

Vendor's company: Offer No.....

Date.....

Sl- No	Description of Battery	Qty.	Unit	Unit rate	Amount
1	Supply Installation & Commissioning of one no 48 VOLT, 516 AH Traction Battery (Motive Power Battery) of Exide make FOR one Voltas make 2 MT capacity Fork Lift.	1(One)	No.		
	Less (Discount) Buy Back Value against old Battery				
	GST %				
	Delivery charges (on door delivery basis) if any				
	Total Cost committed				

(To avoid for rejection of offer - It is mandatory for the bidders to quote ONLY in line with the above specification)

BID DECURITY DECLARATION

“We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender.”

Contact Person :

Contact Number :

Signature with official
stamp