



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707

Phone No 2724 0466 /2724 2988, Fax No. 2724 2943

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TENDER NO: BL/CFS/MUM/611

TECHNICAL / COMMERCIAL BID

Tender Document for

[COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AIRCONDITONERS]

DUE DATE & TIME: [30/08/2018 at 3.00 p.m]

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NOTICE INVITING TENDER

Sealed offers are invited from the Registered Vendors enlisted with our CFS or any other unit of Balmer Lawrie and willing to enter into Rate Contract for the subject item as per our requirement detailed in scope of work & General Terms & Conditions subsequently.

Tenderers may download Notice Inviting Tender along with other tender documents from our site www.balmerlawrie.com Interested parties have to submit an interest free EMD of Rs.[3000/- (Rupees Three thousand only)] by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at [Mumbai/ Navi Mumbai]. Parties with Valid MSMED/ NSIC Certificates is exempted from EMD. SCT/ST Category having MSMED/NSIC certificate should specifically mention. 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 tenderer shall furnish the required information in Annexure A along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers and EMD put together in sealed envelope super scribing **TENDER No. BL/CFS/MUM/611 Dated 20/08/2018 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AIRCONDITONERS** and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
PLOT NO.1, SECTOR-7, DRONAGIRI NODE
NAVI MUMBAI – 400 707**

| S. No | Description | Details |
|-------|--------------------------------------|--|
| 1 | Name of Work | COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AIRCONDITONERS |
| 2 | Tender No | BL/CFS/MUM/611 DT.20/08/2018 |
| 3 | Validity Of Offer | 60 days from the date of opening of the price bid |
| 4 | Contract Period | Two year |
| 5 | Tender Fee | Not applicable in this tender |
| 6 | EMD | 3000.00 |
| 7 | Downloading / Submission of Tender : | |
| | a. Starts on | 20/08/2018 15.00 PM |
| | b. Closes on | 30/08/2018 15.00 PM |
| 8 | Opening of Tenders | 30/08/2018 15.30 PM |

1. LIST OF DOCUMENTS TO BE UPLOADED

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- Income Tax PAN number
- GST Registration number

2. VERIFICATION OF DOCUMENTS

- Tenderers or their authorized representative may be required to come to our office **POSITIVELY** as intimated along with all original documents,

- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

1. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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 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 authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be produced.

SCOPE OF WORK

The successful tenderer shall have to undertake the following work:

1. Routine checking of all machines every month for preventive maintenance.
2. Quarterly cleaning & Servicing and immediately repairing of faulty machines.
3. Technician should attend promptly all emergency call.
4. Free replacement of fan motor, fan blade, Blower & Electric parts including compressor and Electronic and PCB Replacement.
5. Preventive maintenance undertaken to be recorded and report of the same should be submitted 1st week of the following month.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

The tenderers should meet the following eligibility criteria:

- (a) Average Annual turnover shall be minimum of Rs.3.00 lakh during the last three financial years ending on 31st March, 2017.
 - (b) The tenderer should have experience of successfully carrying out similar maintenance/repairing of Air- conditioners during the past 3 (three) years ending on 31st March,2017,
 - (c) The tenderer should possess necessary Trade Licence from the appropriate authority of the Government of Maharashtra
 - (d) EMD of Rs.3,000/- (Rupees Three Thousand only).
 - (e) The party should be registered vendor with Balmer Lawrie & Co.LTD. CFS Dronagiri or with any other unit of Balmer Lawrie & Co. Ltd.
- Copies of the document for turnover, experience and Trade License etc. should be attached.

2. Submission Of Bids

The bids should be submitted in single bid process

Technical / Commercial Bid [Unpriced] with Price bid

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

2. Tender Opening

Unprice and price bid will be opened as per tender calendar.

3. Acceptance of offers

- 3.1 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.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 3.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 3.5 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.

4. Negotiations

- 4.1 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.
- 4.2 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. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

5. Price Variation

- 5.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 5.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

6. Notification Of Award

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

7. Contract Period

The contract will be for a period of **[24 months effective from the date issue of LOI /Work order]** or such date as may be mutually agreed.

8. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract/extended contract period. The EMD of unsuccessful bidder will be returned after finalization of the contract. Earnest Money deposit (EMD) is exempted for vendors registered under MSMED / NSIC .However, they have deposit security deposit amount of Rs.3000/- if contract is allotted to them.

9. Payment Terms

Payment will be released on half yearly basis within 15 (fifteen) days from the date of submission of invoice after due certification by our authorized official in the following month.

10. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

11. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of

the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

12. Termination

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 Contractor the Company reserves the right to terminate the contract without notice.

13. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration 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.

14. GENERAL SAFETY, SECURITY & OTHER REGULATIONS

The laid down safety and security rules and regulation of BL-CFS Dronagiri shall have to be adhered to. The tenderer shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipments. All entry / exit permit for vehicle, equipment, men and material shall be arranged by the tenderer without any extra cost. The selected contractor shall comply with the provisions of the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, ESI, PF, Bonus, Gratuity, etc. or any other Acts/Rules, which are applicable as per the Statute, in respect of the workmen/personnel employed by him.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/611 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

PARTICULARS OF THE TENDERER'S ORGANISATION

| S. No | Description | Tenderers Details |
|-------|--|-------------------|
| 1 | Name of the Tenderer | |
| 2 | Address of the Registered Office | |
| 3 | Address of the branch / office quoting against the Tender | |
| 4 | Year of commencement of business | |
| 5 | Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. | |
| 6 | Registration No. (Under companies Act) | |
| 7 | Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded | |
| 8 | Income Tax PAN no. | |
| 9 | Whether copy of PAN enclosed | |
| 10 | Whether copy of latest Income Tax Return uploaded | |
| 11 | Service Tax Registration. No. | |
| 12 | Whether copy of Service Tax Registration certificate Uploaded | |
| 13 | Name of the Banker | |
| 14 | Whether NSIC & Micro and small Industries Registered | |
| 15 | In case registered under NSIC & Micro and small Industries Registered provide registration Number and copy of registration certificate | |
| 16 | Whether register under MSMED Act | |
| 17 | In case registered under MSMED provide registration Number and copy of registration certificate | |

PRICE BID

SUBJECT: TENDER ENQUIRY FOR COMPREHENSIVE AMC OF SPLIT AIRCONDITIONERS

QUANTITY AND LOCATION

| S.No. | Capacity | Make | Quantity | Installed Location |
|-------|-------------------|-----------|----------|------------------------------------|
| 01. | 1.0 Ton Split AC | Voltas | 2 Nos | Team Global office |
| 02. | 1.0 Ton Split AC | Voltas | 1 Nos | Customs PO Office |
| 03. | 1.5 Ton Split AC | Voltas | 2 Nos | Team Global Office |
| 04. | 1.5 Ton Split AC | Voltas | 2 Nos | Conference Room |
| 05. | 2.0 Ton Split AC | Voltas | 1 Nos | Head (LI) Office |
| 06. | 2.0 Ton Split AC | Voltas | 1 Nos | Logistic Dept's Office |
| 07. | 2.0 Ton Split AC | Voltas | 2 Nos | Operation Office |
| 08. | 2.0 Ton Split AC | Panasonic | 4 Nos | 2 nd floor Admin Office |
| 09. | 0.5 Ton Window AC | Bluestar | 2 Nos | RTG Crane Cabin at 10 Meter high |
| 10. | 1 Ton Split AC | Voltas | 1 Nos | LCL Office |
| 11. | 2 Ton Split AC | -- | 2 Nos | RTG Crane E Room |

RATES:

| S.No. | Description | Quantity | Rate per AC | Amount [in Rs.] [Quantity * Rate per AC] |
|-------|----------------------------------|----------|-------------|---|
| 1 | Split Air Conditioners - 1.0 Ton | 04 Nos. | | |
| 2 | Split Air Conditioners - 1.5 Ton | 04 Nos. | | |
| 3 | Split Air Conditioners - 2.0 Ton | 10 Nos. | | |
| 4 | Window AC - 0.5 Ton | 02 Nos. | | |
| | GST @ _____ % | | | |
| | Grand Total: [Rs] | | | |

We have understood the terms & conditions indicated in the Tender Enquiry No. TENDER No. BL/CFS-MUM/611 dated 20/08/2018 and hereby confirm our acceptance of the same.

Place :

Signature:

Date :

Name :

Designation: