



BALMER LAWRIE & CO. LTD.

Container Freight Station
P-3/1, Transport Depot Road
Kolkata – 700 088

Phone No. 2450-6810 & 811

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Email No.: sett.a@balmerlawrie.com

BL/CFS/KOL/Air-Cond./18-19

TECHNICAL / COMMERCIAL BID

Tender Document for

**[Hiring & Maintenance Contract of Window/Split Air-Conditioners
AT BL-CFS AT 3/1, TRANSPORT DEPOT ROAD
& WD AT 1, SONARPUR ROAD KOLKATA 700088]**

DUE DATE & TIME: [05/04/2019 at 18:00 Hrs]

Balmer Lawrie & Co. Ltd. Container Freight Station, [KOLKATA]

Tender No : - BL/CFS/KOL/Air-Cond./18-19

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3-4
3	Scope of Work & Responsibility	5-6
4	General Terms and conditions	6-9
5	Declaration accepting terms & conditions by bidder	10
6	Particulars of the organization	11
7	Price Bid	12



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NOTICE INVITING TENDER

TENDER NO. BL/CFS/KOL/Air-Cond./18-19

DATE- 05.04.2019

SUB: HIRING & MAINTENANCE CONTRACT OF WINDOW/SPLIT AIR-CONDITONERS AT BL-CFS AT 3/1 TRANSPORT DEPOT ROAD & WD AT 1, SONARPUR ROAD KOLKATA 700088

Sealed tenders in Single Bid System are invited from registered and experienced Vendors, who fulfill the eligibility criteria indicated in General Terms & Conditions subsequently, for undertaking the subject contract for **HIRING & MAINTENANCE CONTRACT OF WINDOW/SPLIT AIR-CONDITONERS AT BL-CFS AT 3/1 TRANSPORT DEPOT ROAD & WD AT 1, SONARPUR ROAD KOLKATA 700088.**

Tenderers are advised to download the Tender Document along with terms and conditions from our web site “www.balmerlawrie.com”. Interested parties may please inspect the site and understand the job-scope on ground before submitting quote.

The offer against Tender, complete in all respect and sealed in a Single envelope should reach the office of the undersigned latest by 3-00 PM on 05/04/2019, super scribing the Name & Tender Ref. No. and the last date of submission, on the envelop.

The tender document detailing terms & conditions etc. may also be down loaded from our web-site www.balmerlawrie.com.

Interested parties are advised to quote their rates in conjunction with compliance of all Terms & Conditions, specification and Price Bid as stipulated in this NIT.

[Abhrajit Sett]
Dy.Manager [Comm]
NOTE:

1. Tender through e-mail or Fax is not acceptable.
2. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Compnay (Balmer lawrie) is detected at any stage.
3. Our Company reserves the right to cancel the tender/offers without assigning any reason whatsoever.

Balmer Lawrie & Co. Ltd. Container Freight Station, [KOLKATA]

Tender No : - BL/CFS/KOL/Air-Cond./18-19

S. No	Description	Details
1	Name of Work	HIRING & MAINTENANCE CONTRACT OF WINDOW/SPLIT AIR-CONDITONERS AT BL-CFS AT 3/1 TRANSPORT DEPOT ROAD & WD AT 1, SONARPUR ROAD KOLKATA 700088
2	Tender No	BL/CFS/KOL/Air-Cond./18-19
3	Validity Of Offer	120 days from the due date of submission of the tender .
4	Contract Period	Two (2) years
5	EMD	Rs.3,000.00
6	Submission of Tender :	
	a. Starts on	26.03.2019
	b. Closes on	05.04.2019 till 3PM
7	Opening of Tenders	05.04.2019 after 3PM

1. LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

The photocopies of following documents should be attached with the tender bid which may be verified with original:

- Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- Income Tax PAN number
- Trade Licence.

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, photo copies of which have been submitted with the tender towards their qualification.
- 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 information on dates as intimated or as and when required by Balmer Lawrie.
- Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- 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.
- Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.
- Bids of any tender may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

- h. Party conforming with the tender conditions and quoting the lowest rates in totality may be selected.

3. FILLING OF TENDER DOCUMENTS

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorised representative shall sign all documents as required. 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.

4. SUBMISSION OF TENDER :

The tender in prescribed format to be submitted super scribing “HIRING & MAINTENANCE CONTRACT OF AIR-CONDITIONERS”, with reference Tender No. and date.

SCOPE OF WORK & RESPONSIBILITY

- a. Vendor have to attend the break down call within 4 working hours of receiving complain.
- b. In case of major problem of the machine and if it is required to be taken at vendor's workshop, vendor will be responsible for providing standby machine with equivalent capacity and good condition immediately.
- c. All machines on hire (item no-1 & 2 of Price Bid) should be of Reputed Brand or National make, with manufacturing date not earlier than 2017. Electrical consumptions should not exceed 9 Amps for 1.5 Ton and 10.5 Amps for 2.0 Ton A.C. Machines.
- d. Vendor shall be responsible for routine checking & periodical maintenance of all machines, both BL-own as well as vendor's machine provided to us on hire.
- e. Cost of replacement of spares & consumable items shall be borne by the vendor.
- f. It is clearly understood that the person(s) engaged by the vendor for installing and maintenance of various air-conditioning machines are his own workmen and not employees of the Company. The vendor will be responsible to comply with the provisions of various labour legislations

including all rules and regulations of different Labour Boards while carrying out the specified job within the company premises.

- g. Completion of all jobs would need to be marked on the job-card and countersigned immediately by BL representative after completion of the job. Copy of such would be submitted with the bills.
- h. Company reserves the right to advise change of air conditioners in case, the same is not performing satisfactorily. This would be binding on vendor without any increase in rates.
- i. The vendor shall obtain necessary statutory licenses from concerned authorities and shall abide by all statutory rules and regulations while working within the office premises.

GENERAL TERMS AND CONDITIONS:

1. Eligibility Criteria For Techno-Commercial Bid

- a) Bidder should submit EMD for Rs. [3,000/-] (*Rupees three thousand only*) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at kolkata. In case, bidder revokes or withdraw their offer or fails to submit security deposit and/or commence the work after the contract is awarded, Balmer Lawrie would be at liberty to forfeit the EMD. However, Micro & Small Category, MSMED bidders are exempted from submission of EMD subject to their submission of such valid certificate. **vendor are required to 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 MSME's order 2012.**
- b) Submission of Trade License.
- c) The tenderer should have experience of providing air conditioner machine for hire for at least 2 years in any reputed establishment/industry/CFS. [Copies of orders/certificates should be enclosed as supportive documents].

2. RATE :

The rates should be quoted as per Price Bid format only which shall be all inclusive except GST. However, GST would be paid by BL extra as applicable. Bidders must quote for all items in BOQ. L-1 bidder would be determined based total hiring charge for 24 months.

3. PAYMENT:

Payment will be made within 30 [thirty days] from the date of submission of monthly bills after conducting the required services for preceding month.

4. VALIDITY OF OFFER :

Offer should be valid for 120 days for acceptance by BL from the due date of submission of the Tender . Rate quoted shall remain firm during the contract period and for extended period if mutually agreed upon.

5. CONTRACT PERIOD :

The period of contract should be for one year from the date of Work Order/LOI and on mutual consent maybe further extended for another one year.

7. ACCEPTANCE OF OFFERS

- a. 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.

Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

- b. 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.

Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.

- c. 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.

8. NEGOTIATIONS

8.1 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.

8.2 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.

9. PRICE VARIATION

9.1 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.

9.2 The quoted rates shall be valid for a period of minimum 120 days from the date of opening the price Bid.

10. 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).

11. EARNEST MONEY DEPOSIT

A non-interest bearing Earnest Money Deposit of [Rs.3000/-] by way of DD/PO Bank Draft shall be deposited with the Company along with Bid Submission. In case of successful bidder this EMD shall be adjusted to Security Deposit which shall be retained till completion of the contract/extended contract period. EMD of unsuccessful bidder shall be refunded after BL's awarding the contract to successful vendor.

12. SECURITY DEPOSIT

Security deposit for Rs. 10,000/- [Rupees Ten Thousand only] has to be submitted in the form of RTGS/ bank guarantee, as per prescribed format of the company, to cover the "Risk & Cost" of any damages caused due to negligence/mishandling of equipment/property of the company. The Security deposit should be valid for a period of 12 (twelve) months from the date of commencement of the contract with an additional period of 3 months as claim period. Alternatively successful bidder may deposit Security deposit in form of cash or DD in favour of the company. This Security deposit will not bear any interest.

13. PENALTY DUE TO NON PERFORMANCE

Any failure on vendor's part and, if it warrants the company to arrange an outside agency to get the work done, the same will be done on 'risk & cost' of the vendor. The amount, incurred by the company on the account will be recovered from the vendor's bill along with claim for any other damage the company may incur.

14. 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.

15. INDEMNITY & ENSURING SAFETY:

- a) The vendor 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 vendor any such claim demand or complaint made by any other person against the company. In such event, the vendor shall solely be liable for the disposal of the said complaint.
- b) The vendor 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, Employee Compensation Act, Provident Fund Act, Employee 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 vendor. Such demand shall be settled by the vendor directly.

16. TERMINATION :

The contract may be terminated by either party by giving at least two(2) months notice. In such case BL would be liable to pay the charges for services already rendered till such notice of termination is served only.

17. 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, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable.

18. 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 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BL/CFS/KOL/Air-Cond./18-19 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

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	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSEMD Act	
15	In case registered under MSME provide registration number and copy of registration certificate.	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

Balmer Lawrie & Co. Ltd. Container Freight Station, [KOLKATA]

Tender No : - BL/CFS/KOL/Air-Cond./18-19

PRICE BID

Sl.No.	Description	Qty	Unit	Rate	Amount
1	Monthly Hiring rate of 1.5 Ton capacity Window Type Air-conditioners for CFS	5	Nos.		
2	Monthly Hiring rate of 2.0 Ton capacity Window Type Air-conditioners for Extn. WD	3	No.		
3	Monthly hiring rate of 1.5 Ton capacity split type air conditioners	8	Nos.		
4	Monthly Hiring rate of 2.0 Ton capacity split type air conditioners	3	Nos.		
BL-A.C. FOR MAINTENANCE					
5	Monthly Maintenance charges of 1.5 Ton capacity Split type Air-conditioners – WD Sonapur	3	Nos.		
6	Monthly Maintenance charges of 2.0 Ton capacity Split Type Air-conditioners – CFS Customs	1	No.		
7	Monthly Maintenance charge of 1.5 Ton capacity Window Type Air-Conditioners – WD Sonapur	3	Nos.		
	Total				

Rates to be quoted above shall be inclusive of all taxes & duties, transportations etc. excluding Service Tax, which shall be paid by BL extra at the prevailing rate.

SAC CODE: _____ GST: _____%

Date

Name of the Company

Seal

Designation

Authorised Signatory