

SBU - Travel & Vacations
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 - 61983359

NOTICE INVITING TENDER

Tender No. BL/T&V/MUM/007 dated 6th March, 2017

Date of Tender	:	6 March, 2017 at 14:30 hrs.
Opening of Bid	:	15 March, 2017 at 10:00 hrs.

Online Single Bid e-Tender is invited from Reputed Manufacturer or Channel Partner of Reputed Manufacturer for Supply & Installation of "1 No. 11 ton Ductable AC"* at our office in Ballard Estate situated at 4th Floor, 5, J. N. Heredia Marg, Ballard Estate, Mumbai - 400001 through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.>

*The quantity specified in the tender is only 1 (one), however, the quantity may be increased depending upon the Company's requirement.

The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e-bidding.

Contact details:-

Balmer Lawrie & Co. Ltd. SBU - Travel & Vacations, 4 th Floor, 5, J .N. Heredia Marg, Ballard Estate Mumbai - 400001	C1 India Pvt. Ltd. 603, Coral Classic, 20 th Road, Near Ambedkar Park, Chembur, Mumbai - 400071
Contact Persons: 1. Mr. Sanat Hegde Land Line No.022-61983359 Email: sanat.hegde@vacationsexotica.com 2. Ms. Pradnya Naik Land Line No.022-61983386 Mobile: 08796962800 Email: naik.pd@balmerlawrie.com For Technical Queries 3. Mr. S. B. Kanhere Mobile: 09892968212 Email: kanhere.sb@balmerlawrie.com	Contact Person 1. Mr. Tirtha Das tirtha.das@c1india.com +91-9163254290 2. Mr. Tuhin Ghosh tuhin.ghosh@c1india.com +91-8981165071 3. Mr. Siva Kumar (Chennai) siva.kumar@c1india.com +91-9042773377 4. Mr. Ravi Gaiwal (Mumbai) ravi.gaiwal@c1india.com +91-022-66865633

1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other businesses. It operates, viz., Performance Chemicals, Logistic Infrastructures etc.

2. Corrigendum to tender:

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

3. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure- I - Scope of Work and Price Bid
- E. Annexure -II - Conditions for Online Bid submission

The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

4. Late Bids

No bidding is admissible in the E.Proc platform after the bid closing date.

5. Bid Validity

The offer shall remain valid for a period of two months from the date of opening of the Price Bid

6. Bid Rejection Criteria

A bid may be rejected

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. If Conflict of interest between the bidder and the Company is detected at any stage.

7. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

8. Complete Scope of Work

The complete scope of work has been defined in Annexure-I of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation

9. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations.

Deviation from technical specifications, as given in the Tender Document-Annexure - II would invite immediate dis-qualification from further consideration of the bid.

10 Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined in the E.Proc platform:

a. Price Bid (Annexure- I is Price Bid)

The lowest bidder will be decided on the **Composite Nett delivered Price** in Rupee, for the item mentioned in the scope of supply. Duties, levies charges either as % or value.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

Price bid should be filled as per the format provided (Annexure- I).

b. After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5,J.N.Heredia Marg, Ballard Estate, Mumbai-400 001.

A. Instructions for bidders.

1. Online single bid [Price bid] e-Tenders are invited from reputed manufacturer & supplier for supply & installation of "1 No. 11 ton Ductable AC" as per detailed specification contained in Annexure-I of this tender for our office at 4th Floor, Balmer Lawrie & Co. Ltd., 5, J. N. Heredia Marg, Ballard Estate, Mumbai - 400001.

2. **Please Refer to Annexure - I for detailed Technical Specifications & Scope of Supply.**

3. The tender is invited in **Single-Bid System**. The tender document consists of **Price Bid**.

4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

5. Important points to be noted

5.1 Due date for submission of bids on Line is 15 March, 2017 at 10:00 hrs.

All Bids are to be completed in accordance with tender requirements within the duration as mentioned.

The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term **"BL"** wherever mentioned in the tender document refers to **"Balmer Lawrie & Co. Ltd."**

BL would be the Purchaser/Owner for the tendered item. The successful bidder will be the Supplier.

BL reserves the right to accept any bid in full or part. This does not necessarily mean that the lowest bid will be accepted.

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

6. Bid Security / Earnest Money Deposit (EMD)/ Bid Bond - As per Clause no. 1 & 3 of the Special Terms & Conditions of this Tender document.

MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate with part II document applicable for the tendered item.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall 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, forfeiture of the EMD, cancellation of work and criminal prosecution.

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm till execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

B. SPECIAL TERMS & CONDITIONS.

1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **Rs. 3000.00** (Three thousand only) Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond to be deposited within the Due date for the tender. **Earnest Money Deposit can also be made directly to our Standard**

Chartered Bank (Account No. 33105176488, NEFT Code - IFSC "SCBL0036008) through electronic transfer and proof of transfer of funds deposited with us.

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e) As mentioned in Clause A.6 above, **"MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT."**
For details, please refer the Clause above.

2. EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit.

3. Security Deposit (SD)

EMD of Rs. 3000/- will be converted as Security Deposit for successful bidders.

In case, if the successful bidder is an MSME/SSI Unit with valid registration who is exempted from payment of earnest money deposit will be required to deposit Rs. 3000/- in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 33105176488, NEFT Code - IFSC "SCBL0036008") through electronic transfer and proof of transfer of funds deposited with us.**

The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder after completion of guarantee period of 12 months.

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

4. Security deposit is liable to forfeiture in the event of:

- a) Non Supply after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

5. Payment Terms:

Our payment terms are as follows:

70 % of basic order value along with full taxes and duties will be made within 15 days against receipt of accepted material or bill whichever is later.

20 % of basic order value will be made within 15 days after successful commissioning.

10 % of the basic order value will be retained for a period of 12 months from the date of commissioning as performance guarantee.

6. Bidder should quote only rate per piece basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per piece, Excise duty, and Sales Tax etc. Excise Duty and Sales tax should be shown separately.

7. Award of Contract

BL shall place the Purchase order on the Composite Lowest Quoted Bidder for supply & installation, and as such it would be in the interest of the bidders to quote their most competitive price.

8. DELIVERY OF “Ductable AC”

i) To our office at 4th Floor, Balmer Lawrie & Co. Ltd., 5, J. N. Heredia Marg, Ballard Estate, Mumbai - 400001. The supplier shall complete the Supplies & Installation within 1 week from the date of the Purchase Order.

ii) Packing & Marking

The item should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material shall be suitably protected from water ingress especially during Monsoon. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing.

9. Transit Risk Insurance

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

10. Guarantee/ Warranty

The manufacturer / supplier / bidder shall provide in writing necessary guarantee /warranty that the 'Ductable ACs' manufactured and supplied to BL shall be new and free from defects in material, workmanship and design & construction and it will perform in accordance to the specification for a period of 12 months from the date of commissioning of the equipment or 18 months from the date of supply whichever is earlier. In the event of any deviation / non-performance as per technical specification, the successful bidder will ensure repairing of the equipment / defective part(s) failing which will give free replacement with new machines or defective parts or adjust the proportionate claim from the 10% retention money.

a. All products will be on one year all comprehensive replacement warranty against all manufacturing defects. During the warranty period the Vendor shall have to provide quarterly preventive servicing.

b. During Warranty period, all break-down calls should be attended to as under:

For any problem the service engineer shall rectify arising in functioning of ductable AC, within 12 hrs from time of lodging of complaint. The time which will be treated as the time of lodgement of the complaint will be the 1st Call on mobile or the time of 1st e-mail sent to the service centre in this regard. In case of failure in providing service within the above time frame, Balmer Lawrie & Co. Ltd. has the discretion/reserves the right to impose penalty as decided by the competent authority as mentioned hereunder:

- 1-7 days excluding date of lodgement of complaint : Rs. 100/= per day
- From 8th day to 30 days :Rs. 250/= per day
- More than 30 days :Rs. 350/= per day

The penalty amount will be recovered from the Security Deposit given by the bidder

10.1. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss

of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder (s).

- 10.2. The vendor has to submit a certificate from the manufacturers along with technical specifications that they are the authorized agents for the sale and service of their product and manufacturer undertakes to support the after sales service of the product.

Bidder will have to submit a certificate from the manufacturer that the spare parts for the supplied product will be available for after sales service.

C. GENERAL TERMS AND CONDITIONS

1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of Supply

Scope of Supply for the tender shall be as mentioned in Annexure-I.

3. Reference for Documentation

Purchase Order Number must appear on all correspondence, invoices, packing and on any documents or papers connected with the order.

4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 7 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

5. Relaxation of Tender Terms & Conditions

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

6. Rejection of Bids

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

7. Delays

7.1 Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

8. RISK PURCHASE

In case delivery of material is not effected as per given schedule, we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

9. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS

Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 0.5 % of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to maximum of 5% of the total order value.

10. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the bidder on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

11. Sub-Contracts

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

12. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify bidder against any actions, damages, costs and expenses of any failure to comply as aforesaid.

13. Vendors Obligation

The vendor shall ensure that no damage is caused to BL's property/or any decorative structure/fittings while carrying out the work. It is obligatory on the part of the vendor to rectify/make good such damages at their own cost. The Bidder shall remove all unused material, wash and clean the floors at their own cost and hand over the site in proper manner on completion of the work.

The work executed should be got approved by Balmer Lawrie & Co Ltd. and the Bidder shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.

14. HSE REQUIREMENTS BY CONTRACTORS

14.1 Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

14.2 Confined Space

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

14.3 Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

14.4 Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

a. Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

b. Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by Owner before use.
- v. Use of ISI marked industrial helmet at all point of time.

vi. c. Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

d. Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
- a) Ladders shall be maintained free of oil, grease and other slipping hazards
- b) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- c) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

14.4 Lifting Operations

a. Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

b. Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

14.5 Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

14.6 Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

14.7 Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

14.8 Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

14.9 Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

14.10 Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

14.11 Environmental Requirements

a. Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

b. Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

c. Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

15. Statutory Compliance

The successful bidder should take coverage under the Workmen's Compensation Act for the workmen employed by them for the commissioning and erection of the items tendered in this tender. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with

16. Termination

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

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective item promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited

17. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Mumbai** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited 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. 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 **Mumbai** will have exclusive jurisdiction to settle any dispute arising out of this contract

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

TECHNICAL SPEC FOR 11 T DUCTABLE AC UNITS

Annexure I

Sr.No.	Description	Unit.	Qty.	Unit Rate	Amounts
A	MAIN EQUIPMENT				
1	Supply & Installation of 11.00 TR Blue Star/Hitachi/Daikin Cooling capacity Ductable unit complete with indoor evaporative unit to be connected Sr.No.2 outdoor units.(Twin Circuits)	Nos	1		
2	Supply & Installation of 5.5 TR Blue Star/Hitachi/Daikin make Cooling capacity outdoor condensing units.	Nos	2		
	Sub Total for Equipment's				-
3	VAT (as applicable)	%			-
4	Grand Total Including Taxes for 'A'				-
B	SITE WORKS.	Unit.	Qty.	Unit Rate	Amounts
1	Lifting, shifting, installation , nitrogen leak testing , vacumissing gas charging & commissioning				
a	For 11.0TR Ductable units	Nos.	1		
b	FOR 5.5 TR Ductable units	Nos.	2		
2	Supply, Installation, Testing & Commissioning of Ref. piping complete for all circuits with suction line insulation of min. 9 mm thick reputed make/branded with proper supporting arrangement				
a	11.0TR & 5.5 TR Ductable units	Rmt.	50		
3	POWER & CONTROL CABLING				
a	Power Cable -Armoured 4 core 4 sqmm Poly Cab/CCI Make	Rmt.	100		
b	Control Cable - Multicore 2.5 sqmm Polycab/CCI /Lappkop make	Rmt.	100		
4	MS structural work & special supporting structure for condensing & evaporative units duly epoxy painted.	Lot	1		
5	Supply & Installation of insulated PVC drain pipes for the above airconditioners				
	25 mm dia	Rmt.	25		
	32 mm dia	Rmt.	25		
6	Additional Top up Gas charging				
	Cleaning of coil set using Ektaline solvent, Complete pressure testing of unit using dry nitrogen gas, replacement of Dyer filter, Vacculazition of unit, charging of proper amount of refrigerant.	Lot	3		
7	Supply & Installation of Canvass connection for the Ductable units	Nos.	1		

8	Sheet Metal Works - Ducting				
	Supply, fabrication, erection of sheet metal ducting complete with Galvanised sheet steel of assorted gauges. Bends, tap-offs etc. complete with turning/deflection vanes/access doors, etc. Bends, tap-offs Supports from structural ceiling to the ducts using rods and angle iron brackets etc.	Lot	1		
	INSULATION				
9	Acoustic insulation of ducts using 12 mm rigid fibre glass (48 kg/cum) stuck with hot bitumen and wrapped with black R.P. tissue paper & final finish with 30 gauge aluminium perforated and tighten with nuts, bolts & washers.	lot	1		
	SUB TOTAL FOR SITE WORKS (i)				-
10	VAT (as applicable) (ii)	%			-
11	SERVICE TAX (as applicable) (iii)	%			-
12	GRAND TOTAL INCLUDING TAXES FOR 'B' (i+ii+iii)				-

Quantity mentioned above may change as per requirement of the Company. Payment will be released for the actual supply and usage.

***** Supplier needs to Visit Site & Take actual measurement as if necessary & Contact for technical clarification on cell No. 9892968212.**

Annexure II - CONDITIONS FOR ONLINE BID SUBMISSION

1. Registration with e.Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.
Contact Nos. and email IDs for C1 India helpdesk officers

Name	E-mails	Phone Numbers
1. Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290
2. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Siva Kumar (Chennai)	siva.kumar@c1india.com	+91-9042773377
4. Mr. Ravi Gaiwal (Mumbai)	ravi.gaiwal@c1india.com	+91-022-66865633

Or

Contact Details of Balmer Lawrie Officials:-

1. Mr. Sanat Hegde
Land Line No.022-61983359
Email: sanat.hegde@vacationsexotica.com
2. Ms. Pradnya Naik
Land Line No.022-61983388
Mobile: 08796962800
Email: naik.pd@balmerlawrie.com

For Technical Queries

3. Mr. S. B. Kanhere
Mobile: 09892968212
Email: kanhere.sb@balmerlawrie.com

Pre-Requisites Before Login to System (Software requirements.)

Minimum System Requirements:

- Updated System
- Minimum of 1 GB RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired. It should be valid certificate

Operating System:

- Windows 7, 8 , 10

Browser Version:

- Internet Explorer Versions 11

Java Component:

Latest JAVA 32 bit

Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on e. Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class II) 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.

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. will not be responsible for incomplete bid submission by users. Users 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.

4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall 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, forfeiture of the EMD, cancellation of work and criminal prosecution.

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.