



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

E-mail: koli.ka@balmerlawrie.com

CIN - L15492WB1924GOI004835

TENDER NO: BL/CFS/MUM/693

TECHNICAL / COMMERCIAL BID

Tender Document for

[HIRING OF WINDOW & SPLIT AIRCONDITIONERS]

DUE DATE & TIME: 20/04/2020 AT 17.00 HRS]

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NOTICE INVITING TENDER

Online bids are invited from the registered Vendors in our CFS or any other units of Balmer Lawrie and Co.Ltd who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract ***Hiring of Window & split Airconditioners at CFS Dronagiri, Navi Mumbai*** Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder's credentials are to be uploaded along with the tender documents through the appropriate link.

| S. No | Description | Details |
|-------|--------------------------------------|--|
| 1 | Name of Work | <i>Hiring of Window & split Air conditioners</i> |
| 2 | Tender No | BL/CFS/MUM/693 |
| 3 | Validity Of Offer | 60 days from the date of opening of the price bid |
| 4 | Contract Period | One year |
| 5 | Tender Fee | Not applicable |
| 6 | EMD | Rs. 5000/- |
| 7 | Downloading / Submission of Tender : | |
| | a. Starts on | 07/04/2020 AT 17.00 HRS |
| | b. Closes on | 20/04/2020 AT 17.00 HRS |
| 8 | Opening of Tenders | 20/04/2020 AT 17.30 HRS |

1 LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- a. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- b. Income Tax PAN number
- c. GST Registration Number
- d. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

2 VERIFICATION OF DOCUMENTS

- a) Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- 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 Black Listed, EMD could be forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f) Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.5000/- (**Rupees Five thousand only**) by Demand Draft/Pay Order at our above address. The DD/PO EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[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.**

Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts/Documents should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link “Bidding Manual”.

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders may contact the following resource persons for any assistance required in this regard.

| 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[at]c1india[dot]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.Partha Ghosh (Kolkata) | partha.ghosh@c1india.com | +91-8811093299 | MON - FRI |
| 3. Mr. CH. Mani Sankar (Chennai) | chikkavarapu.manisankar@c1india.com | +91-8939284159 | MON - SAT |
| 4. Ms. Ujwala Shimpi (Mumbai) | ujwala.shimpi@c1india.com | +91-22-66865608 | MON - FRI |
| 5. Helpdesk Support (Kolkata) | | +91-8017272644 | MON - SAT |
| Escalation Level 1 | | | |
| Mr.Tuhin Ghosh | tuhin.ghosh@c1india.com | +91-8981165071 | |

1.2 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.

2. Special Note

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- 2.2 Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- 2.3 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.

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

Tender No : BL/CFS/MUM/693 dt. 07/04/2020

- 2.4 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.
- 2.5 Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- 2.6 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 shall not be responsible for any claims/problems arising out of this.

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.

The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

SCOPE OF WORK

The successful tenderer shall have to undertake the following work:

Providing of approximately 40 Nos. 1-Ton/1.5-Ton/2-Ton Window & Split Air conditioners on hire basis in good running condition **which is not older than 3 years as on March 2019**. The quantity is indicative and may vary according to actual requirement. The selected vendor will be solely responsible for maintaining the hired ACs in proper working condition and in case of any major defect in any AC the same shall have to be replaced immediately.

Quantity given above is only indicative and company does not give any guarantee for same

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. **[5 000/-]**
- b) Bidder should be a register Vendor of Balmer Lawrie CFS or any other units of Balmer Lawrie & Co. Ltd.
- c) The party should have experience in carrying out similar jobs in last three years.
- d) Bidder should have valid GST number, proof of the same is to be submitted

2. Submission Of Bids

The bids should be submitted in single bid process
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 calender as it is a single bid.

4. Acceptance of offers

- 4.1 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.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 . 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.
- 4.4 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.

5. Negotiations

- 5.1 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.
- 5.2 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.

6. Price Variation

- 6.1 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.
- 6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

7. 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).

8. Contract Period

The contract will be for a period of **[12 months]** or such date as may be mutually agreed. On Completion of the Job during the initial contract period of **[12 months]**, the contract may be extended for another period of one year on the existing terms & conditions if mutually agreed.

9. 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. EMD of unsuccessful bidders will be returned after finalization of the contract. MSME/NSIC vendors has to submit security deposit if contract is allotted to them.

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 order.**
- c) **Any unilateral revision made by the bidder during the validity period of the offer.**
- d) **Non submission of Security Deposit.**
- e) **Bidders submitting false/fabricated/bogus documents in support of their credentials**

10. Payment Terms

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

11. 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.

12. 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.

13. 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.

14. Arbitration

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

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

15. Purchase preference policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-

determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

16. Compliance of GST

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

- 17. TDS Compliance : Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.**
BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/693 DATED 07/04/2020 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 MSEMED act | |
| 15 | In case registered under MSMED act provide registration number and copy of registration certificate. | |

PRICE BID

| Sl. No. | Item Description | Indicative Quantity | Hire Charges |
|---------|--|---------------------|---------------------------|
| Sl.No. | Description | | Rate/ Month |
| 1. | Monthly Hiring Charge for 1 Ton Window AC in good working condition. [Preferably Branded] | 3 | Rs. _____ _____ per AC |
| 2. | Monthly Hiring Charge for 1.5 Ton Window AC in good working condition. [Preferably Branded] | 18 | Rs. _____ _____ per AC |
| 3. | Monthly Hiring Charge for 1.0 Ton Split AC in good working condition [Preferably Branded] | 4 | Rs. _____ _____ per AC |
| 4. | Monthly Hiring Charge for 1.5 Ton Split AC in good working condition [Preferably Branded] | 5 | Rs. _____ _____ per AC |
| 5. | Monthly Hiring Charge for 2.0 Ton Split AC in good working condition [Preferably Branded] | 10 | Rs. _____ _____ per AC |
| 6. | GST @ | | |
| 7. | Total | | |

Total Amount in words.

Note : L1 Bidder will be decided on the basis who will give lowest quote in over all cost.

Place-----Signature of Tenderer

Date-----Name & Address