

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

Tender No : - BL/CFS/KOL/Air-Cond./25/20-21



**BALMER LAWRIE & CO. LTD.**

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

Phone No. 2450-6810 & 811

Fax No. 2449-8355

Email No.: banik.s@balmerlawrie.com

BL/CFS/KOL/Air-Cond./25/20-21

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**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

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

**DUE DATE & TIME: [ 06/08/2020 at 17:00 Hrs ]**

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**BALMER LAWRIE & CO. LTD.**  
**SBU-LI : CFS**  
**P-3/1, Transport Depot Road**  
**Kolkata – 700 088**  
**Phone No. 2450-6810/2450-6811**  
**Fax No. – 2449-8355**  
**E-mail No : [banik.s@balmerlawrie.com](mailto:banik.s@balmerlawrie.com)**

**NOTICE INVITING TENDER**

TENDER NO. **BL/CFS/KOL/Air-Cond./20/20-21**

DATE- 16.07.2020

**SUB: HIRING & MAINTENANCE CONTRACT OF WINDOW/SPLIT AIR-CONDITONERS AT BL-CFS AT P-3/1 TRANSPORT DEPOT ROAD & WD AT 1, SONARPUR ROAD KOLKATA 700088 & EXT WD at P-43 Hide Road Kolkata-700088**

Online tenders are invited from registered vendors with Balmer Lawrie for undertaking Hiring & Maintenance Contract of Window/Split Air-Conditioners at BL-CFS,WD & Ext WD  
Tenderers are requested to check [www.balmerlawrie.com](http://www.balmerlawrie.com) (tenders tab) to download the tender documents .The tender has to be submitted in hard copy sealed in an envelope.

<b>S. No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of Work	HIRING & MAINTENANCE CONTRACT OF WINDOW/SPLIT AIR-CONDITONERS AT BL-CFS AT P-3/1 TRANSPORT DEPOT ROAD & WD AT 1, SONARPUR ROAD KOLKATA 700088
<b>2</b>	Tender No	BL/CFS/KOL/Air-Cond./25/20-21
<b>3</b>	Validity Of Offer	60 days from the due date of submission of the tender .
<b>4</b>	Contract Period	One year from the date of the work order
<b>5</b>	EMD	NA
<b>6</b>	Submission of Tender :	
	a. Starts on	16.07.2020 at 14:00 pm
	b. Closes on	06.08.2020 at 17:00 pm
<b>7</b>	Opening of Tenders	On or after due date and time for submission.

### **GeM Declaration**

**Hiring and AMC of Air conditioners was not available in GeM for the location.**

**Balmer Lawrie & Co Ltd . has no objection in making available this tender detail to GeM for making available such services on GeM**

#### **• LIST OF DOCUMENTS TO BE UPLOADED**

The copies of following documents should be deposited with the tender

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/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
- c. Income Tax PAN **number**
- d. GST Tax Registration number**
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years

#### **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 for 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 . **EMD is non-appllicable** In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail**

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 confidentially and security throughout the tender evaluation process.

#### **1. Procedure to submit On-line Bids**

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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 are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder 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 Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	<a href="mailto:ashish.goel@c1india.com">ashish.goel@c1india.com</a>	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	<a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>		

### 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.

### 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 e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be

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displayed on e-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 e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- 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 any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-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 e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”

### **2. 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 on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 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 scanned and uploaded and produced later on for verification by Balmer Lawrie.

**SCOPE OF WORK & RESPONSIBILITY**

**Hired Air Conditioners**

- a. Vendor have to attend the break down call **within 4 hours** of receiving complain. Breakdown have to be attended on call on any day irrespective of the day being Sunday/public holiday and may be in non-working hours.
- 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 should be of Reputed Indian Brand, with manufacturing date not earlier than 2017. BEE rating of minimum 3 star is to be there on the ACs for hire.
- d. Vendor shall be responsible for routine checking & periodical maintenance of all machines 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 within 48 hrs. 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.
- j. The installation and re-installation, dismantling and associated costs will have to be borne by the Bidder

**Annual Maintenance Contract for Balmer Lawrie machines**

1. Periodical preventive servicing has to be carried out once in three months for all the Air conditioners covered under AMC. During the quarterly servicing, the contractor should water service the AC unit including water washing of filter, drain tray and pipe cleaning, Evaporator brush cleaning, oiling/greasing of all Fans, checking of current consumption, checking of output performance, testing of Gas pressure if necessary, water washing of Condenser Coil, etc. Periodical Maintenance date and time has to be informed to the controlling authority (administration & HR in-charge). The preferable time will be communicated to the successful vendor.

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2. Breakdown Maintenance regarding the non-functioning of air-conditioners are to be attended within **4 hrs from time of reporting the complaint**, even if the next day is a non-working day/public holiday
3. . The AMC Contractor is entitled to take back the old faulty/damaged parts of the Air-conditioner, which are replaced by new parts.
4. Defective spares compressors / condensers are to be replaced with new compressors / condensers and repairing of the old compressors is not permitted.
5. Whenever new compressors / condensers are used, the Contractor has to produce original invoice and Warranty Card of the new Compressor/ condenser at the discretion of the Company. The compressor/ condenser being replaced should match with the original star rating of the air conditioner.
6. All the BL Air-conditioners covered in this contract have to be maintained as per the standards of the original manufacturing company. The contractor has to repair /service/ maintain the air conditioners under the AMC in as is where is condition when handed over to them under.

**GENERAL TERMS AND CONDITIONS:**

1. Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Name :: Shri Subhangkar Banik  
Tel No. :: 033 2450 6811  
E-mail :: banik.s@balmerlawrie.com

**2. Eligibility Criteria For Techno-Commercial Bid**

- a) Submission of Trade License.
- b) The tenderer should have experience of providing air conditioner machine for hire & AMC for different types of Air conditioners(must include window, split, cassette etc.) for at least 2 years in any reputed establishment/industry/CFS. [Copies of work orders/completion certificates should be enclosed as supportive documents].
- c) The tenderer must have its office /branch located in Kolkata. Address Proof for the office / branch/adhere card (for proprietorship)/partnership deed is to be submitted i.e. telephone bill or electric bill in the name of agency pertaining to the address is to be submitted
- d) The tenderer should be an Authorized service provider or Original Equipment Manufacturers for at least one of the reputed Brands of air conditioners namely Carrier, Voltas, Blue Star, L.G, Hitachi, Samsung, Daikin etc.. However they should have requisite expertise in servicing and maintenance of other Brands of Air Conditioners also. A copy of Certificate/ Authorization letter issued by the company to the tenderer for being Authorized service provider is to be submitted
- e) The tenderer should have valid GST Number. In case the firm is not covered under GST, an undertaking must be provided stating the clause under which GST is not applicable to them. Photocopy of GST number is to be submitted



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f) Photocopy of PAN is to be submitted

**3. Submission of Tender/bids:**

The bids should be submitted in single part as given in the e-procurement website

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

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

The tender will be opened as per the tender calendar

4. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the technical specification, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.

5. The vendor is not allowed to give any “subcontract” without proper justification and approval of Balmer Lawrie & Co. Ltd. (BL). Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

6. Right of acceptance / Rejection: BL reserves the right to accept/reject any or all offers without assigning any reasons, whatsoever. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in uploading of bids in e-procurement website.

7. This is a no split tender

**8. TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)**

8.1 As Per Public procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order,2012

- a. District Industries Centers (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village industries Board and Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Any other body specified by Ministry of MSME

8.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.

8.3 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

8.4 The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

8.5 Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.

8.6 Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs

8.7 Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for

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MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately. For Further clarity in this regard a table is furnished below:

Type of Tender	Price Quoted by MSE	How to Finalize the Tender
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

**9. Placement of Order:** Purchase order will be based on L1 rate for the entire job at the discretion of BL.

**10. Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.

**11. TAXES & DUTIES:** *However, GST, if any shall be paid by BL extra as applicable.*

**12. RATES AND OTHER ENTRIES**

- (a) The tenderer should quote for all items in the Price Bid The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) Hiring of ACs- Rates to be quoted above shall include transportations & installation. & removal at the end of the tender period etc.

**13. Security Deposit: -**

- a. The successful bidder shall within seven (7) days, deposit with Balmer Lawrie (BL) an Initial Security Deposit of 2% of the Contract value and the same shall be in any of the following:  
Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
- c. If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Balmer Lawrie shall be entitled to award the Work elsewhere at Contractor's risk and cost. The Security Deposit shall be released to the

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contractor after completion of work, final bill payment & after clearance received from the controlling department (Administration & HR)

- (iii) No interest shall be payable against Security Deposit.
- (iv) The Security Deposit / Retention Money shall remain at the entire disposal of BL as a security for satisfactory execution and completion of the Work(s). BL shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated, penalty or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vi) Security deposit has to be paid by MSE vendors too.

**14. Factory Rules:** - vendor have to abide by the Balmer Lawrie & Company, Container Freight Station, Kolkata rules and regulations related to HSE and Covid-19.

**15. Offers & Enclosures:** The offers submitted by the all the tenderers will be non-returnable and shall be the property of BL even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.

**16. SITE VISIT. & Quantity**

The Tenderer, at the Tenderer's own cost/responsibility is advised to visit the site for assessing and taking necessary measurements and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender before submission of their tender bid.

The quantity given in the bid are tentative and may increase or decrease by 10%. Balmer Lawrie does not give a firm guarantee on the quantity .

**17. PAYMENT:**

1. Hired ACs: Payment will be made within 30 [thirty] days from the date of submission of monthly bills after conducting the required services for preceding month.
2. AMC ACs- Payment will be made within 15 days after submission of bill along with signed job completion certificate by the controlling authority (Administration & HR department)

**18. CONTRACT PERIOD :**

The period of contract should be for one year from the date of Work Order/LOI .

**19. PENALTY DUE TO NON PERFORMANCE**

The Following condition, penalty imposed.

A. Hiring Machine:

1. Any machine breakdown more than a 24 hour @ 50/- per day.

B. Balmer Lawrie machines under AMC

1. Any of the machines under breakdown should be repaired and put back in service within 24 hours (where compressor repair is not involved) & 72 (Seventy two) hours (where compressor repair is involved) from the time of reporting defect.

2. In sensitive rooms and VIP's chambers the equipment (2 rooms) should be repaired within 24 hours (where compressor repair/replacement is involved). If required alternate arrangement is to be done.

3. The Contractor shall ensure that the equipment/machines are transported/ handled carefully without any damage. In case any damage occurs due to poor handling the same has to be made rectify by the Contractor without any extra cost to BL failing which the same shall be carried by BL and cost incurred will be recovered from the Contractor's bills

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.

## **20. 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.

## **21. 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 compliant 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.

## **22. LIMITATION OF LIABILITY:**

Notwithstanding anything contrary contained herein, the aggregate total liability of Vendor under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.

## **23. Force Majeure: Shall mean and be limited to the following –**

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lightning or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if

arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 28 above shall apply. For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

#### **24. RESOLUTION OF DISPUTES / 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. 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. 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.

#### **25. TERMINATION :**

1. Termination on expiry of the CONTRACT  
This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.
2. Termination on account of insolvency  
In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.
3. Termination for unsatisfactory performance
4. If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 90 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the BL.
5. Consequences of termination  
In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

The contract may be terminated by either party by giving at one months notice if any kind of penalty is imposed for 3 times. In such case BL would be liable to pay the charges for services already rendered till such notice of termination is served only.

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

Tender No : - BL/CFS/KOL/Air-Cond./25/20-21

- 26.** Tender for registered approved vendors only: The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 27.** 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 from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and e-procurement website <https://eproc.balmerlawrie.com>

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BL/CFS/KOL/Air-Cond./25/20-21 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**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed	
<b>10</b>	Whether copy of latest Income Tax Return uploaded	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSEMD Act	
<b>15</b>	In case registered under MSME provide registration number and copy of registration certificate.	
<b>16</b>	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 ]**

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**PRICE BID**The quantities may vary by  $\pm 10\%$ 

SL No.	Item Description	QTY	UOM	Rate	SAC Code	GST rate %	Amount ₹
1	CFS Hiring of 1.5 tonne split AC of reputed Indian brand.	8	Nos.				
2	CFS Hiring of 2 tonne split AC of reputed Indian brand.	1	No.				
3	CFS Hiring of 1.5 tonne window AC of reputed Indian brand.	7	Nos.				
4	CFS Hiring of 2.5 tonne window AC of reputed Indian brand.	1	No.				
5	CFS AMC of 1.5 tonne split AC .Make Voltas	3	Nos.				
6	CFS AMC of 2 tonne split AC Make Hitachi	3	Nos.				
7	WD Hiring of 1.5 tonne split AC of reputed Indian brand.	3	Nos.				
8	Ext WD Hiring of 1.5 tonne window AC of reputed Indian brand.	3	Nos.				
9	Annual rate contract for installation, re installation ,dismantling and other associated works	4	Nos				

Date

Name of the Company

Seal

Designation

Authorised Signatory