



Balmer Lawrie & Co. Ltd

(A Government of India Enterprise)

SBU : Greases & Lubricants Division, Manali, Chennai 600 068.

Phone:044-25946621, Fax No: 044-25941436,

EMAIL: santhanakrishnan.pg@balmerlawrie.com, website: www.balmerlawrie.com

Tender Enquiry No.: GLC/TE20/009
Due date: 28/08/2020 – 05.00 PM

Dt: 18/08/2020

To
All Eligible Vendors.

Dear Sir/ Madam,

Sub: Annual Maintenance Contract for Air Conditioners installed in Office/Plant premises.
(Duration: One year from the date of Contract)

Kindly send us your most competitive offer in sealed cover superscribing the envelope” **Quotation for AMC for Air Conditioners”– GLC/TE20/009 dt: 18/08/2020 due date: 28/08/2020**

Price offers in a sealed envelope, are invited from our registered vendors as per General Terms & Conditions, Safety Clause, Undertakings and Obligations of BL and Price Schedule, Provision of MSE, HSE chapter.

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd

P.G. SANTHANA KRISHNAN
SENIOR MANAGER [SCM]
Ph: 044-25946621 / 9445551793

(Note: - Responses from registered vendors alone will be accepted and that other interested vendor may seek to register with the unit and subject to such registration being confirmed, they would be considered for the subsequent tenders)

General Terms & Conditions:

- 1.1.1 Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers. The tender document may also be downloaded from our web site www.balmerlawrie.com within the due date of the tender.
- 1.1.2 If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days prior to the date of submission of the Tender.
- 1.1.3 Tenderer shall visit the site and make them thoroughly acquainted with the nature and requirements of the work, facilities for access of units etc.
- 1.1.4 Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, relating to the performance of the contract and the cost there of.
- 1.1.5 **Jurisdiction:** - All disputes are subject to Chennai jurisdiction.
- 1.1.6 **Duration:** - Originally the duration of the subject job shall be for one year from the date of Contract (Twelve months period) but may be renewed for further period, based on the performance of the engaged/ successful vendor related to said jobs and mutual acceptance.
- 1.1.7 **Acceptance of tender:** -Balmer Lawrie & Co. Ltd. ("BL") reserves the right to reject/accept all or any tender(s).
- 1.1.8 **Experience of Vendor:** The vendor should have at least Two years of experience in this field. (Vendor shall enclose copies of their Contracts/P.O/Work Orders with PSUs/Private Companies)
- 1.1.9 **Price schedule:** - The price shall be quoted as per specified format given in Annexure B. The quoted price shall be inclusive of taxes. Tenderers are also advised to inspect on their own 'the SITE' for ascertaining the actual quantum and the nature of work prior to quoting. It shall be deemed that bidder has carried out the necessary inspection and no escalation in price/value shall be allowed after placement of the order or during the execution of work at site.
- 1.1.10 **Basis of Selection:** Evaluation of L1 Price will be made based on the **Net Total amount** (after discount)

- 1.1.11 **Payment terms: - AMC amount will be paid as per following schedule:**
- a) 30% as advance, along with order.
 - b) 30% after 4 months from the date commencement of contract.
 - c) 30% after 8 months from the date of commencement of contract
 - d) 10% at the end of the contract period on submission of final service reports
- 1.1.12 **Validity of offer: -** The offers shall remain valid for a period of 60 days from the due date of the tender.
- 1.1.13 **Working days & hours: -** All work required to be carried at B L's site, shall be done only during working days between 9.00 am. To 5.30 pm.
- 1.1.14 **Company Rule: -**Your engineers / workmen have to abide by the BL factory rules and regulations. Only adult and skilled workmen shall be allowed to work in BL premises.
- 1.1.15 **Responsibility of the vendor: -** The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.1.16 **Statutory rules and regulations: Please note that this is a contract for work and accordingly all liability pertaining to this contract including those of the people engaged by the contractor solely rests upon the contractor. The contractor should also indemnify the Company against any deviation from the statutory rules and regulations to be observed by the contractor in respect of their people. Workmen Compensation policy and all other statutory liabilities shall be borne by the contractor.**

Safety:

- 1.2.1 Proper safety precautions and measures to be taken care of on the principle of "Safety comes first" during the entire contract period. The contractor shall be bound to bear any claim or compensation for the accidents, injury and death arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 1.2.2 It is **MUST** for the vendor to inform and obtain a permission from BL, to carry out the proposed jobs **PRIOR** to start **AND** also to obtain a **WORK PERMIT** is **MANDATORY**.
- 1.2.3 Care shall be taken to provide and maintain the following safety measures and statutory safety rules and act in force by contractor.
- 1.2.4 Safety belts, helmets & goggles (if required) to be provided by the contractor to all the workmen.

- 1.2.5 *Hoisting machines and tackles including their attachments, anchorage and supports of adequate capacity should be used for handling heavy equipment's.*
- 1.2.6 *Workmen engaged in electrical work should be provided with gloves, and footwears of adequate insulation value.*
- 1.2.7 *Workmen engaged in toxic chemicals, paints etc. should be provided with gumboots, gloves, goggles mask and other protective attachment depending upon the depth of expected hazard.*
- 1.2.8 *All safety requirements depending on the nature of work should be provided to avoid accidents.*
- 1.2.9 *The tenderer has to strictly adhere to the safety requirement as per the above clause. Penalty of Rs. 500/- per day will be imposed if the contractor or his workers are found to be working without safety equipment in the specified areas under the safety purview as required for the above job. The contractor should give a written explanation if any of his worker is found to be working without PPE in the safety surveillance areas in the plant. Repetitive violation of safety requirements and regulations by the contractor or his worker will lead to termination of the contract awarded to the contractor*

Undertakings and Obligations of BL

- 1.3.1 *Security: No special security other than normal plant security shall be provided*
- 1.3.2 *Brief Scope of Work:*
- *The AMC will be of comprehensive type Periodic preventive maintenance **once in two months** like cleaning of filters, checking condition of motors, condensers, compressors, fans, stabilizers, and Gas leakage, if any, to be rectified/gas-filled at free of cost during AMC period. Service reports for all the Units should be submitted with signatures of the officers concerned, confirming satisfactory completion of service.*
 - *All Service calls should be attended within 24 hrs of lodging the complaint.*
 - *The contract will be for unlimited number of breakdowns calls.*
 - *To & Fro charges will have to be borne by the vendor if the AC's are needed to be taken to their workshop for repairing and a standby unit has to be provided if the repairing work takes more than 5 working days.*
 - *Well experienced technician should be deployed for the said job.*
- 1.3.3 ***All Air conditioner Units listed under S.No.1.3.4 are having different year of make and are presently in working condition. Vendors are required to inspect the Air conditioners and Outdoor units and submit their offers accordingly for all individual Air conditioners, vide Price Schedule – Annexure-B.***

1.3.4 Details of Air conditioner units are as mentioned below: -

Sr.No.	Make	Type	Tonnage	FA G/L No.	Quantity
1	Onida	Split	1.5	1100304	1
2	Onida	Split	1.5	1100828 (1)	1
3	Onida	Split	1.5	1100829 (1)	1
4	Onida	Split	1.5	1100829 (2)	1
5	Onida	Split	1.5	1100828 (2)	1
6	Blue Star	Split	1.5	1100297 (1)	1
7	Blue Star	Split	1.5	1100297 (2)	1
8	Blue Star	Split	1.5	1100297 (3)	1
9	Blue Star	Split	1.5	1100297 (4)	1
10	LG	Inverter	1.5	1101247 (1)	1
11	LG	Inverter	1.5	1101247 (2)	1
12	LG	Window	1.5	1100285	1
13	Kenstar	Split	1.5	1100292 (1)	1
14	Kenstar	Split	1.5	1100292 (2)	1

RISK PURCHASE CLAUSE: - In the event of the successful tenderers failing to supply the materials in time we are free to get the materials from any other party and the differential amount will be recovered from the successful tenderer's running bills.

Tender Cancellation Clause: - Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen /unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

GST CLAUSE: - The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor."

Arbitration: - If any dispute arises between the supplier/seller as to the interpretation of the terms of the contract the same shall be referred to an arbitrator of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996.

GeM Declaration: - AMC of Air Conditioners was not available in GeM for the Location. Balmer Lawrie & Co Ltd has no Objection making available this tender detail to GeM for making available such services on GeM.

Provisions for Micro, Small and Enterprises (MSE) :

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

- a. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

Qualification Criterion for MSE's for availing the above benefits :

- a. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.
- b. The above mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

Bidder should read **Government Notification dated 1st, June'2020 in respect of ""New Definition of MSE" as under** before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

**MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES
NOTIFICATION**

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

Price Schedule

Annexure B

Sr.No.	Make	Type	Tonnage	FA G/L No.	Qty	Rate	Amount	
1	Onida	Split	1.5	1100304	1			
2	Onida	Split	1.5	110828 (1)	1			
3	Onida	Split	1.5	110829 (1)	1			
4	Onida	Split	1.5	110829 (2)	1			
5	Onida	Split	1.5	110828 (2)	1			
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10	LG	Inverter	1.5	1101247 (1)	1			
11	LG	Inverter	1.5	1101247 (2)	1			
12	LG	Window	1.5	1100285	1			
13	Kenstar	Split	1.5	1100292 (1)	1			
14	Kenstar	Split	1.5	1100292 (2)	1			
	Total							
	Discount							
	Net Total amount							
	GST%							
	Grand Total							

We have quoted our rate after studying carefully all the details of Tender, Terms and Conditions and we confirm to having accepted the same.

Contact Person :

Contact Number:

Signature with official stamp

HSE Requirements BY CONTRACTORS (To be a part of contract documents)

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.

Confined Space:

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

As minimum Contractors must ensure the following:

1. Confined spaces are kept identified and marked by a sign near the entrance(s).
2. Adequate ventilation is provided
3. Adequate emergency provisions are in place
4. Appropriate air monitoring is performed to ensure oxygen is above 20%.
5. Persons are provided with Confined Space training.
6. All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery:

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

1. suitable for its intended use;
2. 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);
3. Used only by people who have received adequate information, instruction and training to use the tool or equipment.
4. **Provided with Earth leakage circuit breaker (ELCBs)** at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

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 BL 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.

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.

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 BL before use.
- v. Use of ISI marked industrial helmet at all point of time.

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.

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.
- Fabricated ladders are prohibited.
- Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- Ladders will be lowered and securely stored at the end of each workday.
- Ladders shall be maintained free of oil, grease and other slipping hazards
- 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.
- 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

Roof Work/Access

Roof work and access to roofs must not be undertaken without prior authorization from BL if require.

Overhead Work

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

Lifting Operations

Cranes and Hoisting Equipment

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

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

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.

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.

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.

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.

Electrical Safety

Prior to undertaking any work on live electrical equipment, the Contractor must obtain a Permit to Work from BL. 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 BL.*

Hot Works

A Permit to Work must be obtained from BL 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 BL.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from BL 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.

Environmental Requirements

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 BL to review at any time and may be subject to BL'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.

Spills

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

Emissions

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