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Tender Enquiry No. : GLK/TE16/394
Date : 06/03/2017
Due Date : 18/03/2017

Dear Sir[s] / Madam[s]

# Sub.: Engagement of Courier Service

We, **Balmer Lawrie & Co Ltd.** is a Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, New Delhi.

Balmer Lawrie is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Logistics, Steel Barrels, Specialty Greases & Lubricants, Travel & Vacations and Leather Chemicals. In its 149 years of existence, Balmer Lawrie has been successfully responding to the demands of an ever changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry, spread across the country and abroad.

We are having a Greases and Lubricants manufacturing plant located at P-43 Hide Road Extension, Kolkata - 700088.

As a part of our business transaction, Electronic bids are invited on-line from related parties of repute to render COURIER SERVICES at GREASES & LUBRICANTS DIVISION, situated at P-43, Hide Road Extension, Kolkata – 700088, as per tender document enclosed.

The tender due date is 18/03/2017 at 15:00 Hrs. IST.

Thanking you

Yours faithfully, for BALMER LAWRIE & CO. LTD.,

[Nabarun Mukherjee]
Dy Manager [Human Resources]

Enclo.: As above

Annexure - I

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- 1. Scope of Work
- A. Courier Services covering Domestic Destinations
- B. Type of Service: (a) Domestic (Inter City) –

(Documents & PARCEL/CARTONS/SAMPLES)

(b) Domestic (Intra City) covers Kolkata, Barasat, Kalyani,
Barrackpore, Howrah, North
& South 24 Parganas
(Documents & PARCEL/CARTONS/SAMPLES)

- Collection and delivery of Letters & Articles: Articles and Consignments for different destinations will be packed and sealed by the office of respective user departments of Balmer Lawrie & Co. Ltd., Greases & Lubricants Kolkata with clear name and address of addressee and of sender on it. The same are to be collected on free of charge basis i.e. free pick up from different locations of Balmer Lawrie's office premises located at P-43, Hide Road Extension, Kolkata–700 088 throughout the year on regular basis, thrice every day at convenient time to be set as per discussion with different user departments, preferably between 10:30am to 11:30am in the morning and between 3:30pm to 4:30pm in the afternoon from Monday through Friday/Saturday. Separate arrangement has to be made for exigency. Documents and articles are to be handed over to the respective destinations. The delivery schedules from the date of collection of documents are to be strictly adhered.
- D. A proper record of the collection and delivery of the documents and articles is to be maintained and to be produced whenever called for.
- E. Documents/Articles of Domestic (Intra City) are to be handed over to respective destination within a day or two from the date of collection. Location-wise minimum No. of days required for each 'Type of Service', as mentioned in point (A), page: 1, Annexure-II, are to be specified clearly by tenderer.
- F. Weight of the Consignment: Dead/Dry or volumetric weight whichever is higher should be taken while calculating rate. The Tenderer must provide detailed formula for arriving volumetric weight of consignment sent through Air or Surface transport.
- G. **Tracking Facility:** This tracking facility should also be available for the documents & articles sent through Courier.
- H. **Proof of Delivery:** The Courier should provide 100% Proof of Delivery in the form of either POD documents or DRS, in which the signature of the receiving personnel along with official seal must be submitted along with the bill on monthly basis for payment.

Annexure-II

Tender Enquiry No. : GLK/TE16/394
Date : 06/03/2017
Due Date : 18/03/2017

# **Specific Terms & Conditions**

#### 1. Terms of Performance

- i) Prompt, punctual, efficient, safe, courteous and quality are the essence of this service.
- ii) Quality of work and completion of the jobs within the stipulated time frame are the essence of this Contract.
- iii) The successful Tenderer shall ensure that adequate number of trained manpower shall be deployed by them to carry out all the jobs envisaged under this Contract.
- iv) The successful Tenderer will ensure that the job as specified in the Scope of Work are carried out to the complete satisfaction of the respective user department and that all the activities envisaged in the Scope of Work are completed within time.
- v) As far as possible, the successful Tenderer will engage same manpower for the job defined in the work-scope so that there is continuity of work and the job quality does not suffer.
- vi) The successful Tenderer shall not employ any person below the age of 18 for duties envisaged in this contract.
- vii) The personnel detailed by the successful Tenderer for duty under this Contract shall at all times behave courteously with the employees, visitors and customers of Balmer Lawrie and any other persons working on behalf of Balmer Lawrie and will carry out their job without causing any inconvenience to them or damage to their property or of the property of any other agency.
- viii) The Tenderer shall be solely responsible for the acts and deeds of his personnel deployed by him for the job. Balmer Lawrie will, in no way, be responsible for violation of any rules/regulations/instructions of the concerned agencies and/or for any loss or damage caused by his workmen to Balmer Lawrie and/or third party and any such loss or damage shall have to be compensated/borne by them.
- ix) Any damage so caused by the successful Tenderer, his agent or employee or claims arising there from will be made good by the successful Tenderer at his sole risk and cost. The successful Tenderer will take insurance for such risk.

Annexure-II

Tender Enquiry No. : GLK/TE16/394
Date : 06/03/2017
Due Date : 18/03/2017

- x) Balmer Lawrie though its officials authorized in this behalf, shall be entitled to inspect from time to time all the documents maintained by the successful Tenderer in respect of this Contract.
- xi) In the event of the deputed person not turning up on time to carry out the work, it shall be the successful Tenderer's responsibility to depute an alternative person to carry out the work without loss of time.
- xii) The successful Tenderer shall not sub-contract this job or any part thereof to any other person, concern, firm or company without prior approval of Balmer Lawrie. In case the subcontracting without prior approval is detected at any stage. Balmer Lawrie is at liberty to terminate the contract with immediate effect without any liability on 'Balmer Lawrie & Co. Ltd.' and also without prejudice to any other rights which Balmer Lawrie may have against the Tenderer under the Contract.
- xiii) The successful Tenderer shall not re-deploy such of his personnel whose previous work is not found satisfactory or whose presence on the premises is otherwise objectionable in the opinion of the authorized officials of Balmer Lawrie.
- xiv) BL reserves the right to add/supplement any further deemed necessary during the currency of the Contract to ensure safety and security of the premises.
- xv) The successful Tenderer shall at his own risk and cost ensure that his employees deployed to carry out the work in Balmer Lawrie & Co. Ltd. are insured against all attendant risk that may be associated with the job.
- xvi) The personnel deployed by the successful Tenderer shall under no circumstances be deemed to be in the employment of Balmer Lawrie & Co. Ltd. The successful Tenderer shall be solely responsible for the personnel employed by him under this Contract. The successful Tenderer shall also be responsible for any theft, dishonesty or disobedience and for any offence whether criminal or social that may be committed by his employees, agents and those acting or claiming to act on his behalf.
- xvii) BL will not be liable for any incident/accident or non-compliance of any rules/regulations issued by government, or other regulatory bodies.

#### 2. Other Terms & Conditions

- i. Offer will be valid for 45 days from the due date of the tender.
- ii. Rates to be quoted directly on our format enclosed in the Annexure-'V' attached with the tender form. The Tenderer should quote rates for Courier services according to the weight of documents in Grams.
- iii. The rates should be firm and valid for the contractual period and its extension thereof (if any). No enhancement of rate/s will be entertained during the contractual period and its extension thereof (if any) at any circumstances whatsoever.
- iv. Any imposition of any statutory Govt. Tax and Levy only, during subsistence of the contract, pertaining to rendering of such service will be to BL account. The successful tenderer will have to provide proof of payment for the same to BL authority for incorporating necessary amendment in the contract.

Annexure-II

Tender Enquiry No. : GLK/TE16/394
Date : 06/03/2017
Due Date : 18/03/2017

#### 3. Payment Terms

- i) Payment will be made within 30 days from the date of submission of bills duly certified along with POD/DRS.
- ii) BL will make payment of the undisputed amount on monthly basis by an account payee cheque within 30 days of the submission of Bills.
- iii) No advance payment shall be admissible under any circumstances.
- iv) The deduction of TDS shall be made as per rules applicable from time to time.

# 4. <u>Indemnification</u>

- i) The successful tenderer shall indemnify Balmer Lawrie against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him.
- ii) BL will not be responsible for any injury sustained by Tenderers personnel during the performance of their duties and also any damage or compensation due to any dispute between them and its personnel. Any expenditure incurred by Balmer Lawrie & Co. Ltd. to handle the situation arising out of the conduct of personnel deployed by the successful tenderer will be made good from security deposit/Bills of the successful tenderer.

## 5. Extension and Termination of Agreement

- i) The contract can be extended on mutual agreement for another period of Six (06) months or otherwise agreed upon.
- ii) In the event, the successful tenderer fails to comply with any of the terms and conditions of the contract, the successful tenderer will be required to give his explanation & rectify the deficiencies within a reasonable period to Manager (Human Resources), B.L. & Co. Ltd., Greases & Lubricants, if BL will not satisfied with the explanation and the remedial action taken by the successful tenderer. BL shall be liberty to terminate the contract with 30 days notice besides forfeiting the security deposit.
- iii) BL may at any time terminate the Contract with immediate effect by giving written notice to the Tenderer, if Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BL.
- iv) The successful tenderer will be at liberty to terminate the contract by giving 90 days' notice under the unavoidable circumstances clearly explaining the reasonable and justifiable reasons for the same. Incorrectly Quoted Rates and losses thereof will not be accepted as a reason for terminating the contract by the successful tenderer under any circumstances. Once the contract is terminated due to reasons mentioned above, the successful tenderer will be debarred from participating in immediate next tender of similar job.

Annexure-II

Tender Enquiry No. : GLK/TE16/394
Date : 06/03/2017
Due Date : 18/03/2017

#### 6. <u>Interpretation</u>

i) In the event of any difference in the interpretation of any of the clauses of the Service Agreement and/or the Tender documents, the clarification given by Manager (Human Resources), G&L-Kolkata, Balmer Lawrie & Co. Ltd., Kolkata-88, shall be final and binding.

### 7. **Arbitration Clause**

i) Any dispute or difference whatsoever arising between the parties out of relating to construction, interpretation application, meaning, scope operation or effect of this contract of the validity or the breach thereof, shall be settled by conciliatory arbitration in accordance with the rules of arbitration of the SCOPE Forum of conciliation and arbitration and the reward made in pursuance thereof shall be binding on the parties.

## 8. Jurisdiction

i) All disputes and/or claims arising out of this Tender/Contract shall be subject to the territorial jurisdiction of the Courts in Kolkata

#### Note:

- i) The suitability of tenderer and subsequent award of work would be subject to Lowest Quoted (LQI) basis besides compliance of eligibility criteria & undertakings as specified in Clause 7 & Clause 8 in page -1 & 2 of Annexure-I and the LOI would be withdrawn, if these requirements are not fulfilled.
- ii) The Tenderer must have quote for all categories of Courier Service in the above rate sheet otherwise their quotation would not be considered and liable to be rejected at the sole discretion of BL authority.
- iii) The Tenderer should quote rates for Courier services according to the weight of documents in Grams.
- iv) Rates quoted shall be for the job of Courier services as per Work scope Annexure II and shall not change in case there is any addition of activity to the scope of work mentioned in the tender.
- v) The rates at which the work under this contract is awarded shall be operative for the entire period specified in the contract, including such extended period thereof (if any).

Annexure-II

Tender Enquiry No. : GLK/TE16/394
Date : 06/03/2017
Due Date : 18/03/2017

- vi) The rates should be firm and valid for the contractual period and its extension thereof (if any). No enhancement of rate/s will be entertained during the contractual period and its extension thereof (if any) at any circumstances whatsoever.
- vii) Any imposition of any new statutory Govt. Tax and Levy only, during subsistence of the contract, pertaining to rendering of such service will be to BL account. The contractor will have to provide proof for the same to BL authority for incorporating necessary amendment in the contract.
- viii) Separate Sheet may be attached if the tenderer wants to give any additional information.
- ix) Any overwriting must be signed.

### 9. **EMD:**

Rs. 5,000/- [Rupes Five thousand] only by way of Demand Draft / Cheque favouring Balmer Lawrie & Co. Ltd., payable at Kolkata. EMD will be refunded to unsuccessful bidder without any interest after finalisation of tender.

# 10. Security Deposit:

Rs.10,000/- [Ten thousand only] in the form of Bank Guarantee which would be valid for 12 months from the date of Work Order with a claim period for 6 months. EMD will be refunded on receipt of Security Deposit/Bank Guarantee without any interest.

Annexure-III

Tender Enquiry No. : GLK/TE16/394
Date : 06/03/2017
Due Date : 18/03/2017

### **Undertaking**

- i) Confirmed that the 'Complete job of providing Courier Services to the offices of Balmer Lawrie & Co. Ltd. at P-43, Hide Road Extn., Kolkata 88. As per the Work Scope (Annexure-II) given in the Tender shall be operational within 30 days from the date of acceptance of LOI (Letter of Indent).
- ii) Confirmed that the 'Terms of Payments' as given in Clause No.5 in page-4 of Annexure-II is acceptable to us.
- iii) It is agreed that the registration and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable Tax/Law/Act (i.e. Service Tax/Work Contract Act etc.) the same shall be produced for verification/checking of Balmer Lawrie & Co. Ltd. or to a third party authorized by BL/agencies of Govt. of India.
- iv) It is agreed that the requisite work as per enclosed Work Scope (Annexure-II) would be completed to the satisfaction of BL.
- v) It is agreed that on the spot surprise checks could be conducted by BL/third party authorisd by BL, anytime and shortcomings are to be overcome and penalized.
- vi) It is confirmed that their firm/company is not registered in the name of BL employee/in the name of such partner or his/her family member as owner/proprietor.
- vii) We have carefully gone through and have understood the General Terms & Conditions, Work scope and Specifications Governing the tender and would abide by the same.
- viii) I hereby confirm that I am authorized to sign the tender document.
- ix) All the pages of the Rate Sheet (Annexure-V) i.e. Page 1 & 2 and any overwriting should be signed by the under sign person.

Date:	Signature:
Place:	Name :
	Designation:
	Co. Name & Seal:

Annexure IV

#### **Procedure for Bid Submission**

## (i) Registration with eProcurement platform

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website

https://balmerlawrie.govtprocurement.com

## (ii) 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.

M/s C1 India Pvt Ltd. C104, Sector 2, Noida – 201 301

Contact person: Mr. Ritabrata Chakraborty [Kolkata] : +91 8697910411

Email: ritabrata.chakraborty@c1india.com

# (iii) 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.

# Annexure-V

Domestic Documents							
SN	Particulars	Indicative volume of consignment per Year	Weight	UOM	Unit Rate	Total	
(A)	(A) Domestic (Intercity)	1200	Upto 100 grms.	NOS.			
		1000	101 - 250 grms.				
		420	251 - 500 grms.	NO3.			
		480	Addl. 500 grms.				
(B) BARAKPUR,	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `	100	Upto 100 grms.	NOS.			
	BARASAT, KALYANI, BARAKPUR, NORTH & SOUTH 24-parganas and	100	101 - 250 grms.				
		100	251 - 500 grms.				
		100	Addl. 500 grms.				

PARCEL	PARCEL/CARTONS/SAMPLES							
	Particulars	Indicative volume of consignment per Year	Weight	иом	Unit Rate	Total		
(C)	Domestic (Intercity)	6600	Flat Rate/Kg. Minch arable wt1kg					
(D)	Domestic (Intra-city) Covering KOLKATA, BARASAT, KALYANI, BARAKPUR, NORTH & SOUTH 24-parganas and HOWRAH	100	Flat Rate/Kg. Minch arable wt 1kg					
Total (Excluding Tax, charges) =								
	Fuel Surcharge							
	Rate of Service Tax (if applicable)							