



SINCE 1867

**बामर लॉरी एण्ड कं. लिमिटेड**  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

**SBU: GREASES & LUBRICANTS, KOLKATA**  
**P-43 Hide Road Extension**  
**Kolkata 700 088**

Phone No. : + 91-33-24505283  
Fax No. : + 91-33-24392277  
Email : naha.ak@balmerlawrie.com

**Online application for engaging Clearing & Forwarding Agency cum  
Secondary Transporter at Pune for Balmer Lawrie SBU: G&L  
through Balmer Lawrie e-Procurement portal**

**<https://balmerlawrie.eproc.in>**

**NOTICE INVITING APPLICATION**

1. Tender No. : GLK/TE17/027
2. Tender Date : 25.04.2017
3. Due Date : 25.05.2017
4. Service : Engagement of C & F Agent cum  
Secondary Transporter, Pune.
5. Type of Tender : Public e-Bidding
6. Bid Opening Date : 26.05.2017 (Techno-Commercial)
7. Earnest Money Deposit : Rs. 40,000 (Rupees Forty Thousand only)
8. Period of Contract : From Jul 01, 2017 to Jun 30, 2020  
(Three Years)
9. Validity of Offer : 120 days from the due date of tender

## **BACKGROUND:**

Balmer Lawrie & Co. Ltd. [herein after referred to as "BL"] is a multi-unit, multi-functional Public Sector Company under the Ministry of Petroleum & Natural Gas, Govt. of India. The company is a significant player in the manufacture and marketing of Greases & Lubricants under the brand name BALMEROL. The company caters to the lubricant requirements of Defence, Railways, Steel Plants, Mining Industries and other core sectors in the country and has also forayed into the Retail Sector predominantly for marketing its Automotive grade of lubricants. The SBU: Greases & Lubricants markets its products presently to both Industrial and Automotive sectors.

## **PRE-QUALIFICATION CRITERIA:**

BL wishes to appoint a C&F Operator cum secondary transporter for Lubricants (Grease and Lubricating Oils) for a period of Three Years (extendable by another two years) at sole discretion of BL for depot at Pune, in the State of Maharashtra through Two Bid tender process (Techno-Commercial Bid & Price Bid). The applicant should meet following minimum criteria: -

### a) Previous Experience :

The applicant shall have a minimum 3 years' experience in C & F Operation and Secondary Transportation preferably in Grease & Lubricating Oil and /or other related industries with reputed Multinational / PSU during the last 5 years period. Copies of Experience Certificates are to be submitted with Techno-Commercial Bid. The Certificate shall clearly indicate the performance and period of C & F Contract & Secondary Transporter.

### b) Minimum Turnover and Profit:

The bidders should have a turnover of minimum Rs. 18 Lacs or more continuously for last 3 Financial Years. The bidders who are continuously earning profit for last 3 financial years should only apply. Copies of P & L Account and Balance Sheets are to be submitted duly signed and stamped by Chartered Accountant. To be submitted along with Techno-Commercial Bid.

### c) Solvency Certificate :

The bidders should submit Bank Solvency Certificate of minimum Rs. 10 Lacs issued by any Nationalized / Schedule Bank. To be submitted along with Techno-Commercial Bid in a sealed envelope issued by the bank.

### d) Go down / Ware house :

The applicant shall have his own independent (not shared) godown/warehouse or hired godown/warehouse of minimum covered area of 4,000 sq. ft. within Pune City limit (within Municipal/Corporation Area) which is easily approachable by wide road so that 16 MT capacity truck can reach up to the warehouse easily and loading / unloading can be carried out smoothly.

In case of hired godown/warehouse, notarized copy of the rent agreement on non-judicial stamp paper with the owner of the godown/warehouse to be submitted within 15 days from the date of issue of LOI / Contract whichever is earlier, failing which the EMD submitted will be forfeited. In case of self-owned godown/warehouse, a copy of ownership document is to be submitted along with Techno-Commercial bid.

e) Vehicle :

The bidder shall have at least one Owned/long leased Vehicles of 2 MT capacity to transport lubricants on a daily basis for Secondary Transport for Local deliveries. Either Owned or Attached, bidder shall be in a position to place more trucks as and when required. In case of leased vehicle, copy of necessary lease document in Non-Judicial Stamp Paper along with the copy of the RC book to be submitted within 15 days from the issue of LOI / Contract whichever is earlier, failing which the EMD submitted will be forfeited. In case of self-owned vehicle, the copy of valid RC book has to be submitted accompanied by a self-declaration on letter head intending to engage the self-owned vehicle dedicated for BL along with the Techno-Commercial bid.

f) Office Space for BL persons :

The C&F Agent shall provide a room (minimum 100 sq. ft.) with office furniture with all office facilities like light / fan, AC, adequate power points, for two persons.

Retail Lube Distributor / Industrial Lube Distributor / Lube Business Associate of BL including their relatives operating in the state of Maharashtra are not eligible to participate in this tender.

Meeting Pre-qualification of the tender shall not imply final acceptance of the tender.

The bids may be rejected at any point during the techno-commercial evaluation or during price evaluation. The decision in regard to acceptance and/or rejection of any/all offers in part/full shall be at the sole discretion of BL.

Bidders not meeting the above criteria will not be considered eligible. The Techno-commercial bid shall take into consideration suitability of the vendor for undertaking the C&F services, infrastructure facilities, construction of depot and storage facilities, distance from main road and transporter's hub, vehicle facilities, manpower, loading and unloading facilities, accessibility to different sizes of vehicles etc. for short-listing prior to Price Bid Opening.

**GENERAL TERMS & CONDITIONS, SCOPE AND RESPONSIBILITIES:**

1. The Agency to take NOC / Fire License from the concerned State Government Authority, as applicable as per the current State rule to run Lube depot in the state.
2. The Agency to ensure security arrangements for safe keeping of goods and protection from natural calamities.
3. A clear demarcated area would be required for keeping the goods and no material other than the Principal's shall be allowed to be kept in the allotted space.

4. Keep the said warehouse and its surroundings in neat, clean and to the satisfaction of BL.
5. Good infrastructural facilities such as adequate light, telephone land line, computer with internet connectivity should be available. The Operator shall bear all operating expenses towards telephone, internet, stationery, computers, printers, UPS, and any other administrative expenses.
6. The Agency to provide a weighing scale (of weighing capacity from 0 to 300 Kg) at the depot.
7. Maintenance of "Right of Way" for receipt and dispatch of goods.  
The materials to be handled are lube oils and greases in 210 Lt / 182 kg drums / barrels, plastic containers ranging from 100/200 g pouch, 500 ml/g to 55 kg/Lt Containers and cartons of small pack sizes etc.
8. Operator will be fully responsible for safe keeping of the products from the time and date of Receipt at the warehouse. Any loss or damage for any reason like pilferage, shortage, theft, accident, contamination, etc, after receipt at the warehouse would be debited to the Operator at AMOUNT EQUIVALENT TO PREVAILING MRP /customer Billing Price as applicable to various packages of BALMEROL lubricants from time to time and recovered from monthly bills of the Operator. In case, the said amount of damage exceeds the bill amount in any month, Operator shall forthwith pay the same within 7 days of receiving a demand from BL.
9. In the event of claim under Insurance Policy by BL the Operator shall provide all necessary assistance in regard to liaisoning with the Insurance Company for filing of the claim and completing all the formalities.
10. Receive the product which would normally be by Road Transport and checking the products for their correctness with the Stock Transfer Invoice or any other document, and stocking them in the depot as per the laid down norms of BL and also completing required transactions in SAP on day to day basis. Carrying out as many loading / unloading of the product on a day as required at own cost.
11. Arrange for loading of the product at C&F site and unloading at customer's premises at the operator's own cost.
12. At the time of receipt of products, endorsing any defective/non receipt of the packages etc, as per the document, as shortage on the primary transporter challan.
13. Arranging delivery of product to BL's depots / customers as required by the business.
14. Preparing necessary Invoices of BL in SAP system for the supplies/receipts as required (Sales and or Stock Transfer). Under no circumstances any material should come in or go out without prescribed computerized BL documents. Proper entry of incoming and outgoing of material should be maintained as per the guidelines.
15. Any DD/ Cheque received by the Operator from Customers/BL Officials towards sale of the products to be deposited within 24 hrs of the receipt of the same after completion of due transactions in SAP.
16. Organize required number of vehicles so as to ensure that all invoiced material should leave the depot on the day of preparing invoice. No material to be kept in the depot after invoicing under any circumstances.
17. Allowing officials of BL free access to the warehouse / records for inspections at all times.
18. Preparing all documents and reports like invoices, bank deposits slips etc, as per BL Guidelines. The Reports would be submitted to BL in both hard and soft copies, if required by BL.
19. Bulking of leaky products in different empty barrels so that further loss can be avoided.

20. Carry out all Central Excise activities required as per the prevailing Central Excise Act and ensure proper documentation so as to comply with the rules as amended from time to time.
21. Ensure all safety norms of BL are followed at the Operator's cost.
22. There should be nil "in transit" stock for the products already received in the depot. However, there should be weekly reconciliation in case of any specific in transit stock. They should take up with supply location/Depot Manager and resolve such issues within 30 days.
23. While operating the warehouse, all the liaisoning work with statutory authorities (Central Excise, Sales Tax, etc) shall be carried out by the Operator.
24. The Operator shall maintain following warehousing guidelines:
  - I. The Operator shall strictly follow First in First out (FIFO) system while making supplies and manage warehousing accordingly to facilitate FIFO.
  - II. Each grade / pack of product to be stored / stacked separately in line with BL's guidelines.
25. The C&F Agent shall undertake safe loading, unloading, storage and transportation of goods with necessary documentation etc. The cartons should be handled carefully to avoid damages. It is desired that the drums / barrels are not rolled horizontally on the floor to avoid damage to the drums resulting in paint peeling off.
26. The C&F Agent will raise bills / invoice at prices advised by the Principal and ensure that payment is collected in full in the form of cheque / demand draft / RTGS / NEFT etc. drawn in favor of the company and forward the same to the prescribed bank with system lodgment provided by the Principal. Monthly statements of all sales / receipts are to be maintained and furnished as and when required.
27. The Operator shall register himself with Central Excise for the purpose of service tax and pay service tax as per rules from time to time. Operator to submit proof of payment of Service Tax to the concerned authorities to respective Depot Manager, for seeking reimbursement of the same. The Operator should also assist BL, from time to time, for registering itself with the central excise for trading duty paid products and also for issuing cenvatable invoices.
28. Any discounts/credit to the customers given by the Operator shall be based on written authorization from respective Regional Marketing Officer.
29. It should be the endeavor of the Operator to handle maximum number of incoming trucks on daily basis so as to increase the throughput. In case trucks are detained beyond 24 hours from the reporting time by the Operator for any reasons or due to inability of Operator to unload the product, BL shall recover such detention charges at the rate of Rs. 1000 per day which is payable to the transporter, also recover other charges if any payable to the transporter on account of detention, from the Operator. For making the recovery, the timings considered for reporting of trucks shall be the actual reporting time of the truck.
30. The Operator shall maintain all documents / records in good condition by binding them on monthly basis at his cost.
31. Within fifteen days from the date of letter of Intent, the C&F Operator shall furnish BL a security deposit by way of bank guarantee issued by a nationalized / scheduled bank of Rs. 35.00 Lacs (Rs. Thrity Five Lakhs only) as per BL format which will remain with BL for the full period of the contract and an additional six months (validity of BG will be contract period plus Six months). It shall be lawful for BL to adjust the bank guarantee

amount against all pending or future dues and also to appropriate the entire bank guarantee or any part thereof against losses, damages, or expenses arising out of the C&F Operator's failure or negligence to observe any terms and conditions of this contract. This is without prejudice to other remedies available to BL.

32. An amount as agreed during the negotiation / award of contract (Rs. per MT). The rates (Rs per MT) would be as agreed for Sales volumes (invoiced) and Stock Transfer volumes i.e only for the stocks dispatched from Pune C&F Depot to company's other depots, during award of contract. These rates would be all inclusive covering all duties / responsibilities of C&F Operator as detailed in the Tender Document. Telephones, Internet Connection, courier charges and other miscellaneous charges etc. as mentioned (Inward movement of product from our any location to Pune C&F depot should not be considered as Stock Transfer Volume). No charges other than the above agreed rate shall be payable by BL in regard to C&F Operations.
33. Payment would be made against bills to be raised by the Operator on monthly basis. Monthly payment shall be paid by BL within 30 days from the date of receipt of bill after due verification. However the last date of submitting the bill will not be beyond 5th of the month. Any non-compliance on this account will be liable for punitive action.
34. Service Tax as applicable from time to time against the invoice.
35. Applicable Taxes like TDS etc, would be deducted from the vendor from such monthly payment.
36. For any financial liability imposed on BL by Central Excise or any other authorities due to non-compliance of rules and regulations by the Operator, the said amount will be recovered from monthly bills/ security deposit of Operator.

Operator would have the following obligations in respect of handling Secondary Transportation from PUNE C&F Depot.

37. The Operator shall provide secondary transportation vehicle for Lubricant supplies to various Customers / Dealers / Distributors etc.
  38. The Operator shall provide vehicles of varying capacities depending on Demand from time to time. The Operator will have to carry out branding of at least one secondary transport vehicle (Long leased / self-owned dedicated vehicle) with BALMEROL Lubricants Portfolio as per design given by BL.
39. Secondary Transportation payment will be based on the following:

The secondary transportation charges will be reimbursed to C&FA per MT/KL basis on various distance slab as per details given below:

| Net Weight (in MT/KL)          | Distance Slab (in KM) |          |          |           |            |            |            |            |            |            |            |            |
|--------------------------------|-----------------------|----------|----------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|
|                                | 1 to 10               | 11 to 20 | 21 to 50 | 51 to 100 | 101 to 150 | 151 to 200 | 201 to 300 | 301 to 400 | 401 to 500 | 501 to 600 | 601 to 700 | 701 to 800 |
| Less than 1 MT                 |                       |          |          |           |            |            |            |            |            |            |            |            |
| More than 1 MT upto 2.5 MT     |                       |          |          |           |            |            |            |            |            |            |            |            |
| More than 2.5 MT and upto 4 MT |                       |          |          |           |            |            |            |            |            |            |            |            |
| More than 4 MT and upto 7 MT   |                       |          |          |           |            |            |            |            |            |            |            |            |
| 9 MT FTL                       |                       |          |          |           |            |            |            |            |            |            |            |            |
| 16 MT FTL                      |                       |          |          |           |            |            |            |            |            |            |            |            |

Rate per MT/KL to be provided. Freight to be paid strictly based on net weight in per MT/KL moved.

40. The payment will be made on one way distance basis based on distance between Depot and Dealer /Distributor/ Customer. In cases where vehicle is loaded with products of more than one dealer / customer and multiple deliveries have been made, the MT for each dealer / customer would be picked up from the respective Invoice.

41. The rates are to be filled for each Slab in the attached Price Bid Format and submitted. The toll taxes, other vehicle related levy to be included in freight rate and not reimbursed separately.
42. Suitable Marine Insurance Policy against the secondary Transportation to be taken by respective C&FA on behalf of BL. The claim lodgment, survey, claim settlement etc. will be under C&FA's scope.
43. The Operator shall be capable of deputing as many vehicles as required with varied carrying capacity as and when required by BL.
44. The Operator shall transport packed lubricants in vehicle owned /attached to them having pay load as required by BL and having valid permits/licenses.
45. The vehicles used should be in sound mechanical condition at all times.
46. The Operator shall immediately provide the registration no. and photocopy of RC Book and all other particulars of self-owned vehicle/long leased vehicle (at least 1 in number of minimum carrying capacity of 2 MT) in respect of the vehicle of the Operator which will be operated for the purpose of the BL under agreement and shall not undertake any changes in respect thereof without obtaining prior written consent from BL.
47. Operators shall ensure that the vehicles provided for the transportation of packed lubricants shall confirm to the rules regarding transportation of the petroleum products and the provision of Petroleum Act 1976 or any amendment of re-enactment thereof from time to time and rules and orders framed there under.
48. Only sound vehicles which are in efficient working condition and confirming to Motor Vehicle Act (including the crew if required under the act) as applicable from time to time shall be deployed by the Operator(s) for packed lubricants transportation.
49. The self-owned dedicated / long leased vehicle(s) will be made available at all times in roadworthy condition so as to give uninterrupted service to the company by supplying products to places nominated by the Company.
50. Under no circumstances, the Operator shall keep any of his self-owned dedicated / long leased vehicle(s) out of operation for a period of more than 15 days unless otherwise permitted in writing by the Company. Should the Company require a replacement for this period, the same shall be arranged by the Operator immediately.
51. The Operator shall bear and pay the entire operational, maintenance and statutory cost of the self-owned dedicated / long leased vehicle(s) for Secondary transportation.
52. Loading of lubricants will be done by the Operator strictly in accordance with the instructions given to the Operator by the Company representative. The Operator will be responsible for the loading and unloading of vehicles.
53. The Operator shall be solely responsible for the safe custody of the products once these are handed over to him, as secondary transporter, for delivery to the customers.
54. Operator should ensure that product is delivered at destination in the same condition and quality as and when the Operator take delivery from the depot.
55. The Operator shall bear the loss of any of the Company's products while in their charge as Secondary Transporter, irrespective of the reason for such loss except acts of God such as floods, earthquakes, and social disturbances like civil commotions, etc. The amounts payable to the Company on this account shall be calculated at the AMOUNT EQUIVALENT TO PREVAILING MRP /selling price (invoiced value) as the case may be depending upon the package, as applicable on the date of such loss and other incidental outgoing suffered by the Company will be deducted from the Operator's bills.
56. The Operator will be responsible for making necessary arrangements to salvage the product from the vehicle which has met with an accident and to arrange for its return to the company's Depot as directed. Any expenses on this account as well as the loss of product sustained will be on the Operator's account.



**57. Other Infrastructure Requirement:**

- a) 1 No. of PC
- b) 1 No. of Printer
- c) One Telephone [Landline]
- d) UPS and Power Back Up – 1 No.
- e) 1 No. of AC for Office
- f) Office Furniture
  - i) Tables - 3
  - ii) Chairs - 5
  - iii) Cupboard – 2
- g) Pallets: Adequate as per the requirement, Minimum 35 Nos.
- h) Fire Extinguishers: 6 Fire Extinguishers of 5 Kg. each (2 ABC Type, 2 DCP Type & 2 water based foam type).

Necessary manpower shall be provided by C&F Agent to cater to the requirement of material handling, co-ordination and computer operations and should deploy persons as per the details given below:

- a) Manager – 1 No.
- b) PC Operator cum Clerk – 1 No.
- c) Labour for Loading/Unloading\* – 4 Nos.
- d) Security\*\* – 1 No.
- e) House Keeping\*\*\* – 1 No.

\*Labour for loading and unloading gang may be outsourced to any agency or depute manpower as and when required.

\*\*Security may be outsourced to any agency or manpower deputed but to be placed for 24x7.

\*\*\* House Keeping may be outsourced to any agency or manpower deputed but to be cleaned everyday

**STOCK POINT LOCATION, AREA & ESTIMATED QUANTITY DESPATCH PER MONTH:**

The estimated quantum of dispatches of BALMEROL products from the stock points on an average per month shall be as follows:

| <b>STOCK POINT</b> | <b>Average MT/KL per month</b> | <b>Area of Stock Point sq. mt (sq.ft.) approx.</b> | <b>Preferred location</b>  |
|--------------------|--------------------------------|--|----------------------------|
| Pune               | 50                             | 374 (4000)   | Within the Pune city limit |

**LICENSES & AGREEMENT:**

All Stock points shall operate under a valid Agency Agreement to be made out on Rs.100/- Non-Judicial Stamp paper. A copy of the Agreement shall be kept available at all the Stock points. The C&FA shall have a valid Trade License, Service Tax Registration which shall be displayed as required by law and renewed from time to time.

## **SPECIAL CONDITIONS OF CONTRACT:**

### **EARNEST MONEY DEPOSIT (EMD):**

The bidder shall furnish a sum of Rs. 40,000 (Rupees Forty Thousand only) as EMD along with the tender by pay order / demand draft in favor of Balmer Lawrie & Co. Ltd., payable at Kolkata. The EMD of the unsuccessful bidders will be refunded after finalization of the order. EMD of the successful bidder will be retained as a part of Security Deposit (SD) till receipt of the latter as per tender terms. Tenders submitted without EMD shall be rejected. EMD shall not bear any interest.

### **SECURITY DEPOSIT (SD):**

The bidder would have to furnish Bank Guarantee to cover at least 50% of average of 1 month's stock at depot (Rs. 35 Lakhs is the minimum). For the purpose of calculation of Security Deposit, indicative rate of Rs.140 per kg/lt of lubricant stock rate may be considered. The Bank Guarantee shall be renewable at the end of the contract period of operation, and will have to be increased subsequently with growth of business. The Security Deposit can be furnished as Bank Guarantee on a schedule 'A' bank, in the prescribed format. The Bank Guarantee shall be released after completion / termination of the contract period, subject to satisfactory performance. Failure to comply with the requirements of the C&F services during execution shall make the amount liable for forfeiture.

### **VALIDITY OF OFFER:**

Your offer shall be valid for acceptance up to 120 days from the due date of the tender.

### **PRICE BASIS:**

SELECTION OF L1 SERVICE PROVIDER : L1 service provider will be selected based on the total tentative value per year (without Tax) based on the estimated sales volume including both C&FA Commission and Secondary Transportation, i.e. total cash outflow per year. However the distance slab wise per MT/KL rates have to be taken separately for secondary transportation with estimated volume movement in the Price Offer [ Price Offer Format attached : Annexure The stock point should be located outside the Octroi limits in states.

The company intends to simplify the terms of payment by linking the monthly C&F charges (fully variable) with the quantity of sales per month from the stock point and no other charges shall be applicable.

The charges applicable are to be quoted on an **Rs. \_\_\_\_\_ per MT / KL basis** and shall take into consideration all costs such as;

- (i) Rental for storage space, if applicable
- (ii) Charges for billing, record keeping and associated manpower costs
- (iii) Charges of handling including loading, unloading, storage etc.
- (iv) Charges for engaging consultancy services for routine filing of sales tax returns and excise duty related matters etc.
- (v) Municipal taxes, license fees, insurance of the premises, statutory expenses etc. of fixed and variable nature
- (vi) Electricity, telephone, fax, courier, security services etc.

The Secondary transportation to be covered under C&F Agent Agreement, the Distance slabs wise freight per MT/KL to be quoted compulsorily for all listed distance slabs and lot sizes combinations.

The total tentative value per year based on the estimated sales volume including both C&FA commission and Secondary Transportation, i.e., total cash outflow per year will be the criteria for Price Bid Comparison.

**INSURANCE:**

The insurance of material kept in the godown against risk of burglary / theft and fire shall be arranged by BL under its corporate insurance for all Depots. However the insurance for the secondary transportation will covered by the C&F Agent through a separate insurance policy to be organized by C&F Agent and will be the responsibility of the C&F Agent.

**EXCISE REGISTRATION:**

The company shall arrange for Excise registration of depots especially in locations where industry based lubricants is sold, to enable the industrial customers get CENVAT facilities.

**PAYMENT TERMS:**

Our payment terms are 30 days from the date of receipt of your bill for both C&F Charges and freight bills against secondary transportation duly verified and signed by the respective regional marketing officer and Accounts officer.

**PERIOD OF CONTRACT:**

The period of contract shall normally be for 3 Years and renewed thereafter on the basis of mutual discussion at sole discretion of BL.

**EVALUATION OF BIDS:**

The Tender shall be decided on a 2 (two) bid system. Short-listing based of vendors will be done based on credentials of the vendor, offer submitted and findings from the visit to the sites, its suitability etc. Price bids of vendors short-listed in the above-said evaluation process will be opened for further processing.

The Techno-commercial bid shall take into consideration suitability of the vendor for undertaking the C&F services, infrastructure facilities, construction of depot and storage facilities, distance from main road and transporter's hub, vehicle facilities, manpower, loading and unloading facilities, accessibility to different sizes of vehicles etc. for short-listing of vendors prior to Price Bid Opening.

**GENERAL CONDITIONS OF TENDER:**

BL reserves the right to accept any bid in whole or in part or reject any or all bids without assigning any reason. The decision in regard to acceptance and / or rejection of any/all bids in part/full shall be at the sole discretion of BL and decision in this regard shall be binding on the bidder. 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.

**ARBITRATION**

Disputes or differences arising out of or in relation to agreement / contract shall be referred to the Chairman and Managing Director of Balmer Lawrie who may either act himself as Sole

Arbitrator or nominate some officer of BL to act as an Arbitrator to adjudicate the disputes and difference between the parties (except those in respect of which the decision of any person is by the contract expressed to be final and binding).

The applicant shall not be entitled to raise any objection to the appointment of such officer of BL as the sole arbitrator on the ground that the said officer is an officer of BL or that he/she is in the course of duties as an officer of BL he/she has/had expressed views on all or any of the matters in dispute or difference.

The award of the arbitrator shall be final, conclusive and binding on all the Parties to the agreement subject to the provisions of the Arbitration and Conciliation Act 1996, and the rules made there under for the time being in force.

The award shall be made in writing and published by the Arbitrator within six months of entering upon the reference or within such further time mutually extended by the parties. The arbitrator shall have power to order and direct the parties to abide by, observe and perform all such directions as the Arbitrator may think fit and proper to issue having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principle of Natural Justice.

The Arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and differences and in particular shall make separate awards in respect of each claim or cross claims of the parties.

The Arbitrator shall be entitled to direct any of the parties to pay the costs of arbitrations in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration whenever called upon to do so shall be bound to comply with such direction without any demur.

Notwithstanding anything contained in any other law, the parties hereby agree that the courts in the city of Kolkata city alone shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole Arbitrator hereunder shall be filed in the courts in the city of Kolkata only.

In case the dispute / difference cannot be resolved in the above mentioned manner, then the jurisdiction relating to the matter shall be the High Court of Kolkata.

#### **COMPLIANCE WITH REGULATIONS**

The Agency shall strictly comply with all statutory requirements regarding Central Excise & Sale Tax and applicable laws, regulations, labour agreements, working conditions and requirements as applicable from time to time. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

All laws and regulations to be incorporated in agreement of this character are hereby deemed to be incorporated by these references. BL and their authorized representatives disown any responsibility of any irregularity, contravention or infringement of any statutory regulations in the services covered by this order.

### **FORCE MAJEURE**

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims or damage, if any, to the extent such delays, failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots or strikes. The Agency shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of BL within 7 days of such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. The decision of the Owner arrived at after consultation with the vendor, shall be final and binding.

As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

### **CLARIFICATION**

In case of any clarification required by the bidders, it must be sought at least 3 (three) days before the due date (excluding the due date). Any clarification sought after the cutoff date shall not be entertained.

Clarifications can be obtained in person / by writing during working hours from:

Senior Manager (Logistics & Depot Management)  
Balmer Lawrie & Co. Ltd.  
P-43 Hide Road Extension  
Kolkata 700 088.  
E-mail: naha.ak@balmerlawrie.com

### **SUBMISSION OF OFFER:**

**Website enquiry would be simultaneously made for the tender Bids. While submission of bid on-line is required, all on-line bids would be opened on tender due date and time.**

Interested agencies will have to submit offer online for "Tender Enquiry No. GLK/TE17/027 dated 25.04.2017 for **Stock Point and Clearing & Forwarding Agency Services** in confirmation of acceptance of the tender terms and conditions.

### **CONDITIONS FOR ONLINE BID SUBMISSION**

#### **PROCEDURE FOR BID SUBMISSION**

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

The bidder would be required to register on <https://balmerlawrie.eproc.in> and submit their bids online. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents,

displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates documents etc. if required, in support of their eligibility criteria/technical bids in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. Hard copies of the bids also have to be submitted by the due dates in sealed envelopes as given above.

### **REGISTRATION WITH e-PROCUREMENT PLATFORM**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt. Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

### **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 the same. They may contact Help Desk of M/s C1 India Pvt. Ltd. at

M/s C1 INDIA PVT. LTD.  
C104, Sector 2, Noida 201 301

#### **Contact Persons:**

| <b>Name</b>           | <b>E-mail</b>  | <b>Phone Numbers</b> |
|-----------------------|--|----------------------|
| Ritabrata Chakraborty | <a href="mailto:ritabrata.chakraborty@c1india.com">ritabrata.chakraborty@c1india.com</a> | +91 8697910411       |

### **SUBMISSION OF HARD COPIES**

After submission of bid online, the bidders are requested to submit the Earnest Money along with other documents as required, to the Tender Inviting Authority before opening of Techno-Commercial / Un-priced bid. The bidder shall furnish the EMD and other documents including hard copies of bids either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder. ***The hard copies of bids to be submitted in 2 (two) separate sealed envelopes – 1<sup>st</sup> envelope to contain techno-commercial bid (as per the format attached) along with all the supporting documents related in Techno-commercial bids including EMD and print out of Tender document duly signed in each and every pages of it as an acceptance of all the terms & conditions mentioned in the tender documents. 2<sup>nd</sup> envelope to contain the price bid only as per the prescribed format attached. On both the envelope Tender No., date and tender due date to be mentioned along with caption “Techno-Commercial Bid” and “Price Bid” on it respectively. However submission of bids through e-procurement platform is mandatory along with submission of hard copy bids with supporting documents. Applicants not applying through e-procurement platform is not considered for evaluation. Please note that the data / information provided in e-procurement shall match exactly with the hard copy of the bids submitted. Any mismatch / deviation / difference found between the online bids and hard copy of bids in any stage will result in rejection of the application. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of EMD, cancellation of work, criminal prosecution etc.***

**\*\*\* Please note that those applicants who have applied through E-Procurement Platform against Tender No. GLK/TE16/329 dated 12.01.2017 and already submitted the EMD & Solvency Certificate need not to submit the EMD and Solvency Certificate again.**

**CORRIGENDUM TO TENDER**

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.

**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 M/s 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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

**DISCLAIMER CLAUSE**

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.