



**BALMER LAWRIE & CO. LTD.**

**SBU: TRAVEL & VACATIONS**  
**4<sup>TH</sup> FLOOR, BALMER LAWRIE BLDG,**  
**5- JN HEREDIA MARG, BALLARD ESTATE,**  
**MUMBAI – 400 001**  
**E-mail: sanat.hegde@vacationsexotica.com**  
**CIN-LI5492WB1924GOI004835**

**TENDER NO: BL/T&V/MUM/001**  
**TENDER DATE: 18/04/2019**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**[Domestic Courier for bulk dispatch of Brochures & Merchandising Items]**

**TENDER DUE DATE & TIME: [30/04/2019 at 12.00PM ]**

**INTRODUCTION:**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. Balmer Lawrie with brand “Vacations Exotica” looks forward to become a Premier Global Brand diversifying into various holiday segments including Group Tours, FIT, Honeymoon packages, Customized holidays, LTC, including MICE and also propelling Indian Holidays – both Inbound & Outbound markets and Corporate Incentive Business.

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**NOTICE INVITING TENDER**

Sealed offers are invited from reputed Courier Company for couriating domestic consignments as per our requirement detailed in Scope of Work & General terms and conditions.

Tenderers may download Notice Inviting Tender along with other tender documents from our site [www.balmerlawrie.com](http://www.balmerlawrie.com) Interested parties have to submit an interest free **EMD of Rs. [3000/- (Rupees Three thousand only)]** by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favor of **BALMER LAWRIE & CO LTD** on any Schedule Bank, payable at [Mumbai]. The tenderer shall furnish the required information in Annexure A along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers and EMD put together in sealed envelope super scribing TENDER No. BL/T&V-MUM/001 Dated "Domestic Courier Service", and shall be dropped in our tender box at the given address within 30/04/2019 at 12.00 PM and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.**  
**SBU: TRAVEL & VACATIONS**  
**4TH FLOOR, BALMER LAWRIE BLDG,**  
**5- JN HEREDIA MARG, BALLARD ESTATE,**  
**MUMBAI – 400 001**

S. No	Description	Details
1	Name of Work	Domestic Courier Service
2	Tender No	BL/T&V-MUM/001
3	Validity of Offer	90 days from the date of opening of the price bid
4	Completion period	One week from date of LOI or Purchase Order
5	Tender Fee	Not applicable for this tender
6	EMD	<b>Rs. 3000/-</b>
7	Opening of Tenders	<b>30/04/2019 at 04.00 PM</b>

**1. LIST OF DOCUMENTS TO BE SUBMITTED**

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN certificate copy.
- c. VAT/TIN registration certificate

**2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative may be required to come to our office positively as intimated along with all original documents.
- 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 put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

**1. Special Note**

- Bids can only be submitted before the last date and time as per the date and time mentioned in the tender.
- Bidders are advised in their own interest to ensure that bids are submitted by dropping in tender box well before the closing date and time of bid.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time in the Balmer Lawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com). The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**2. Submission of Tender Documents**

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be enclosed with tender document. 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 produced.

**SCOPE OF WORK**

Sl.No.	Description <b>Online Tracking Mechanism</b>
1.	Fully Operational Online Tracking System availability - Real time tracking required YES /NO
	<p style="text-align: center;"><b>Description</b> <b>Domestic Courier for Brochures &amp; Merchandising items</b></p>
2.	<p>Kindly gives us a average surface / Land <b>PER KG</b> rate (Inclusive of fuel and other charges) for sending brochures and merchandising item in bulk.  Pick up of the consignment would be done Mumbai and Thane region.</p> <p>Delivery on PAN India basis.</p> <p>Brochures &amp; Merchandising item would be weighing from 15 kg to 400 kg.</p> <p>Note: Parcel should reach the ultimate destination between 2 to 7 working days in good condition.</p>

**SPECIAL INSTRUCTION**

- 1 In case of any technical clarification/query on the tender you may contact Mr. Vikas Pednekar or Sanat Hegde at our Ballard Estate, Mumbai Office [CTC 022 61983359]

**GENERAL TERMS AND CONDITIONS**

**1. Eligibility Criteria**

- a) Courier company should mandatory have online tracking mechanism, which is fully operational, wherein the Balmer Lawrie can check online the delivery status of the shipment, in real time
- b) Payment of Interest Free EMD of Rs. **[3,000/-]**
- c) Bidder should be register vendor with Balmer Lawrie & Co Ltd, SBU: Travel & Vacations, Mumbai or any other unit of Balmer Lawrie & Co. Ltd.
- d) **MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.**  
NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item. If such bidders are registered as belonging to Scheduled Caste / Scheduled Tribe, the valid certificates for the same also need to be attached

**2. Submission of Bids**

The bids should be submitted in single bid process. The bidders are required to fill the tender document in a format, with Price Bid and drop at tender box.

**3. Tender Opening**

Unpriced and price bid will be opened as per tender calendar.

**4. Acceptance of offers**

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage. Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 4.3 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

**5. Contract Validity Period** - Contract validity period, between Balmer Lawrie & Courier company would be from the date of Purchase Order till 30<sup>th</sup> April 2020.

**6. Negotiations**

5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

**7. Price :**

The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period. The quoted rates shall be valid for a period of minimum 90 days from the date of opening the price Bid.

**8. Late Bids**

No bidding is admissible after the bid closing date i.e. **30th April, 2019 @ 12.00 pm.**

**9. Notification of Award**

Prior to the expiration of the period of Bid validity, Balmer Lawrie will place purchase order or letter of intent on the successful bidder(s).

**10. Pick up & Delivery schedule**

The courier requirement will be intimated as in when required via email through Balmer Lawrie representative. Courier Company would be needed to pick up the delivery from any Balmer Lawrie offices and warehouse of the 3<sup>rd</sup> party vendor within Mumbai & Thane jurisdiction. The Consignment should reach the required destination on PAN India basis within 2 to 7 working days of issuance of purchase order. The consignment has to be in perfect conditions till the time their couriered to their respective destination.

**11. 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 in the BL's Website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## 12. Security Deposit / EMD

After submission of bid online, the bidders are requested to submit the demand drafts / bank guarantee towards tender fees and / EMD along with hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The Earnest Money Deposit of Rs. 3000.00 of the successful bidders will be converted into Non-interest-bearing Security Deposit (SD) and shall be retained as Security Deposit till completion of delivery of entire lot. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract. **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No 33105176488, NEFT Code - IFSC SCBL0036008) through electronic transfer and proof of transfer of funds deposited with us.**

## 13. Payment Terms

Payment will be released within 30 (thirty) days from the date of submission of invoice, duly supported challan of the consignment.

## 14. 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.

## 15. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labor [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

## **16. Termination**

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to Balmer Lawrie, acting on which misrepresentation, Balmer Lawrie has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop the service.

On termination of the contract, without prejudice to any other right or remedy available to Balmer Lawrie under the contract, in the event of Balmer Lawrie suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited

## **17. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at 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.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/T&V-MUM/001 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**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 enclosed	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate enclosed	
<b>13</b>	VAT / CST Registration Number	
<b>14</b>	Whether copy of VAT / CST Registration certificate enclosed	
<b>15</b>	Name of the Banker	
<b>16</b>	Whether registration under MSME Act	
<b>17</b>	In case registered MSME, please provide following a. Registration Number & Copy for the same b. Whether owner belong to SC/ST category (Kindly give the details)	

**PRICE BID**

Sl.No.	<u>Description</u> <b>Online Tracking Mechanism</b>	YES /NO
1.	Fully Operational Online Tracking System availability (Mandatory) YES /NO real time	
	<u>Description</u> <b>Domestic Courier for Brochures &amp; Merchandising items</b>	Rate (Rs)
2.	Kindly gives us average surface / Land <b>PER KG</b> rate (Inclusive of fuel and other charges) for sending brochures and merchandising item in bulk.  Pick up of the consignment would be done from Mumbai and Thane region.  Delivery on PAN India basis.  Brochures & Merchandising item would be weighing from 15 kg to 400 kg.  Note: Consignment should reach the ultimate destination between 2 to 7 working days in good condition.	
2.	+ GST	@ _____ %
3.	Any Other Tax/Duty [Please Mention _____]	
4.	Total	

Place-----

Signature of Tenderer

Date-----

Name & Address

**ANNEXURE – B**

**Code of Conduct for Balmer Lawrie & Co. Suppliers**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

**1. The supplier declares herewith: Legal compliance**

- To comply with the laws of the applicable legal system(s).

**2. Prohibition of corruption and bribery**

- To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

**3. Respect for the basic human rights of employees**

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will;
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage.
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

**4. Prohibition of child labor**

- To employ no workers under the age of 18;

**5. Health and safety of employees**

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases
- To provide training and ensure that employees are educated in health and safety issues
- To set up or use a reasonable occupational health & safety management system.

**6. Environmental protection**

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system;

**7. Supply chain**

- To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- To comply with the principles of non-discrimination with regard to supplier selection and treatment.

**Signature and Seal of Tenderer**