

<u>INDEX</u>

S. NO.	PARTICULARS	PAGE NO.	
1	Index	2	
2	Notice Inviting Tender	3	
3	Scope of Work	4	
4	General Terms and conditions	5	
5	Declaration accepting terms & conditions by bidder	8	
6	Particulars of the organization	9	
7	Price Bid	10	

NOTICE INVITING TENDER

Sealed offers are invited from the Reputed & experienced parties and willing to enter into Rate Contract for the subject tender **"Providing Courier Services" at our Balmer Lawrie & Co.Ltd, Container Freight Station Plot no.1, Sector-7, ,Dronagiri Navi Mumbai** 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 <u>www.balmerlawrie.com</u> Interested parties have to submit an interest free EMD of Rs.*5,000/- (Rupees Fivee thousand only)* by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at *[Mumbai/Navi Mumbai]*. However, payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. MSME Vendor should declare UAM number on CPPP (Central Public Procurement **Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.** 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/CFS/MUM/660 Dated 02/08/2019 Providing Courier Services** " and shall be dropped in our tender box at the given address within 14/08/2019 before 5.00 PM and addressing covering envelope as follows:

BALMER LAWRIE & CO. LTD. CONTAINER FREIGHT STATION PLOT NO.1, SECTOR-7, DRONAGIRI NODE NAVI MUMBAI - 400 707

S. No	Description	Details
1	Name of Work	Providing Courier Services
2	Tender No	BL/CFS/MUM/660
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	One year from the date of place of LOI/ Work Order
5	Tender Fee	NIL
6	EMD	Rs. 5000.00
7	Downloading / Submission of Tender :	
	a. Starts on	02/08/2019 at 5.00pm
	b. Closes on	14/08/2019 at 5.00 pm
8	Opening of Tenders	14/08/2019 at 5.30 pm

A. LIST OF DOCUMENTS TO BE UPLOADED:

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 number
- c. G.S.T Registration number
- d. Charted accountant's certificate or Audited / Certified Balance sheet of tenderer's company for last two years

B. 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 of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

2. FILLING 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.
- 24 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be produced.

SCOPE OF WORK

The success tenderer shall have to undertake following work.

- 1. The Agency shall arrange to pick up documents / consignments / parcels from our Container Freight Station (Office) located at Plot No. 1, Sector 7, Dronagiri Node, Navi Mumbai 400707 between 04.00 pm to 06.00 pm on all working days.
- 2. The documents / consignments / parcels are to be delivered to locations all over India with reference the address mentioned in respective courier/parcel.
- 3. The Agency shall provide the receipts for the documents / parcel collected from the locations. The agency shall enclose proof of deliver along with the bill for payment. Payment will note processed, if POD is not submitted with the bill.
- 4. The Courier agency shall intimate the company within 24 hours the delivery, date and time of certain consignments/documents if sought by the Company.
- 5. The courier agency should have tracking system of documents taken for delivery and should provide their own website address. Agencies not having website address and tracking system, their offer will be rejected.
- 6. The courier agency shall be held responsible for delay/loss/damage of envelope, letters, documents, articles etc. sent through the courier by Balmer Lawrie & Co. Ltd in case of delay/loss/damage of envelope, letters documents being handed by the courier agency shall pay compensation to Balmer Lawrie & Co. Ltd in case of delay/loss/damage of envelope, letters documents being handed by the Courier agency.
- 7. In case if the agency is not above to service any destinations for any reason, they shall make alternate arrangement for servicing such location or else the company shall make alternate arrangement and recover the additional cost from the Agency

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria for Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. [5,000/-]
- b) Bidder should have valid G.S.T Registration number, proof of the same to be submitted.
- c) Bidder should not be black listed by any PSU or Govt. Department. Self-declaration for the same to be submitted on their letter head of the company by bidder.
- d) Bidder should have relevant experience of at least three years for providing courier services, proof of the same is to be submitted.
- e) Bidder should have Registration under Shops and Establishment and copy of certificate to be attached.

2. Submission of Bids

The bids should be submitted in single bid process Technical / Commercial Bid [Unpriced] with Price bid For Price Bid, only the rates are to be submitted as per given format.

3. Tender Opening

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

4. Acceptance of offers

- a. Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- b. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- c. 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.
- d. 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. 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.

6. Price Variation

- 6.1 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.
- 6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of price bid opening.

7. Notification of Award

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

8. Contract Period

The contract will be for a period of **[12 months effective from the date of place of LOI]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions.

9. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract/extended contract period. The EMD of unsuccessful bidders will be returned after finalization of the contract.

10. Payment Terms

Payment will be released within 10 (Ten) days from the date of submission of invoice along with necessary POD.

11. 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.

12. 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 Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

13. Termination

The contract can be terminated by either party by giving 3 clear months notice in writing. However, in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

14. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/660 dated 02/08/2019. and hereby confirm our acceptance of the same.

Place:	Signature of Tenderer	:
Date:	Name & Address	:
	Telephone Nos.	:
	Office	:
	Fax Nos.	:

ANNEXURE - A

PARTICULARS OF THE TENDERER'S ORGANISATION

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

PRICE BID

ITEM: Providing Courier Services

SI. No.	Description of Work	Approx. Qty. (for one year)	Rate per Courier	Total Value
01	All over India (weight 250 Grams per docket)	1500		
02	Additional charges beyond every 250 grams of weight			
03	Courier charges for 10KG and above [To quote in "per Kg" Charges]			
04	Charges for Emergency/Urgent Courier delivery within 12 Noon of next day			
	GST	%		
	Total			

Total Amount in words _____

- 1. The rate quoted shall be applicable on PAN India Basis for delivery of courier all Over India.
- 2. Quantity given in price bid is only an indicative quantity and company does not give any guarantee for same.
- 3. L1 Status will determine on the basis of item no 1 of price bid. Item no 2,3,4 are rate only items.

Place :

Signature of Tenderer :

Date : Name & Address :