

(A government of India Enterprise)
P-43, Hide Road Extension, Kolkata-700 088.

Phone- (033) 2450 5405, Fax- (033) 2439 2277, E-mail: tiwari.abhishek@balmerlawrie.com

TENDER ENQUIRY

Tender No. : GLK/TE16/318

Date : 24-12-2016

Due date : 03-01-2017

Time :17:30 hrs IST

Sub: Balmerol Wall Painting / Shutter Painting/BL Distributor Vehicle Painting

Online Offers are invited from registered Vendors with BL for **Balmerol Wall Painting / Shutter Painting/Vehicle Painting as** per the **specification**, **General terms & conditions**, and **Price Schedule** attached in Annexure-A, B, C & D respectively.

You are requested to submit your competitive offer complete in all respect furnishing above details to us on or before the due date and time.

Thanking you,

Yours faithfully, For BalmerLawrie& Co. Ltd.

(Abhishek Tiwari)
Sr. Manager (Brand)

Encl.: As above



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BIDDERS ARE ADVISED TO STRICTLY CONFIRM COMPLIANCE TO ALL TENDER CONDITIONS WITHOUT ANY DEVIATION / CONDITIONS IN THEIR OFFER. SUBSEQUENT TO BID SUBMISSION, BALMERLAWRIE MAY NOT SEEK CONFIRMATIONS / CLARIFICATIONS AND ANY /ALL BID(S) NOT IN LINE WITH TENDER CONDITIONS WILL BE LIABLE FOR REJECTION.

Technical Specifications: Annexure-A-Balmerol Wall Painting / Shutter Painting/Vehicle Painting

A. Job Name: Balmerol Wall Painting / Shutter Painting/Vehicle Painting

The company intends to undertake Wall / Shutter Painting/Distributor Vehicle Painting on **Pan India Basis** for brand publicity as given below.

S. No	Format	Qnty- Approx Area in Sq. Ft.	Type of Painting	Size	Locations	
1	Multi Brand Retail Outlets/Garages	1,00,000 Sq. Ft.	Wall Painting/Shutter Painting	Customised & as per the Location	Kolkata	
2	Multi Brand Retail Outlets/Garages	20,000 Sq. Ft.	Wall Painting/Shutter Painting	Customised & as per the Location	Varanasi	
3	Multi Brand Retail Outlets/Garages	25,000 Sq. Ft.	Wall Painting/Shutter Painting	Customised & as per the Location	Eastern Region (CG/BH)	
4	Multi Brand Retail Outlets/Garages	25,000 Sq. Ft.	Wall Painting/Shutter Painting	Customised & as per the Location	Western Region (Gujarat/Maharashtra)	
5	Multi Brand Retail Outlets/Garages	25,000 Sq. Ft.	Wall Painting/Shutter Painting	Customised & as per the Location	Southern Region (TN/KA/AP & Telangana)	
6	Multi Brand Retail Outlets/Garages	25,000 Sq. Ft.	Wall Painting/Shutter Painting	Customised & as per the Location	Northern Region (UP/NCR/Haryana/Rajasthan)	

- 1. Order Quantity: Total area of wall / shutter painting covering various Location: 2,20,000 sq.ft ±10%
- 2. The no. of artworks for wall/shutter painting shall be two –three, involving max. 4-5 nos. colours. The language will be in English and /or Hindi /Or Regional Language



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- 3. All wall painting /Shutter Paintings should stay for six months and have District Code ,serial Number /P.O.No & Date
- 4. The exterior wall paints to be used shall be of reputed brand viz., **Asian Paints, Kansai Nerolac, ICI equivalent.**
- 5. The rates quoted shall be inclusive of all costs. E.g. Paint, thinner, brushes, labour, primer application, material transport, storage as applicable.
- 6. No extra cost shall be borne by the company apart from the above quoted **price**.
- 7. Vendors are advised to take up outstation work only if they are confident of executing the
 - a. Work within the time and price quoted.
- 8. Final wall / shutter painting area may vary between +/- 10% of the indicated Area. The locations and area indicated are tentative and may vary as per wall / shutter space/vehicle Availability and publicity requirements.
- 9. Regional Retail Marketing Head will decide the area and locations and will be duly shared with the short listed Vendor.
- 10. Minimum 5,000 Sq. Ft per distributor or more will be allocated
- 11. Wall painting selection of sites is very crucial & critical. Specified locations for optimized visibility will be given by the concerned team , preferred indicative locations to chose the walls / visibility criterion
 - a. Main High ways
 - b. Dhabas at entry & exit points
 - c. Close to refineries/Sugar mills/
 - d. Near toll booths/ Octroi
 - e. State border
 - f. Transport nagar

12. Strict No's

- g. Wall painting between two walls of small corridor.
- h. Far off ,non distinct and non visible places
- i. Broken /dysfunctional gumti's
- j. Uneven walls / walls with too many windows.
- k. Religious places
- I. Hospitals
- m. Schools/colleges
- n. Government buildings
- o. Railway Yard



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Annexure B

General Terms & Conditions

1. Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie& Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Shri. Abhishek Tiwari, Balmer Lawrie& Co. Ltd. P-43 Hide Road Extension, Kolkata-700088

Tel. No. 033 2450 5405 Fax No. 033 2439 2277

E-Mail: tiwari.abhishek@balmerlawrie.com

2. Bid Evaluation Criteria:

- (a) Bidder should be a registered Vendor with BL.
- (b) Submit at least 2 PO of similar type of Job work.
- (c) Bidder should adhere to the technical specification in Annexure- A & submit a self declaration of technical specification on his letter head.
- 3. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the technical specification, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 4. 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.
- **5. Right of acceptance / Rejection:** BL reserves the right to accept/reject any or all offers without assigning any reasons, whatsoever. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in uploading of bids in e-procurement website.
- **Order** (PO) or LOI whichever is earlier at site execution and insure the work need to begin a parallel and simultaneously in all the four region. It is the duty of the short listed agency to provide efficient and educate manpower in the all the locations for the smooth execution without any delay.



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7. Quality & Quantity of the material:

Quality of the wall painting /shutter /Vehicle Painting executed should be as per standard given in Annexure A. The painting should be free of material defect and should be in good condition during delivery. BL will not accept any poor quality or non adherence to specifications during delivery.

8. Submission of Tender/Bid:

Bidders are requested to kindly visit our e-procurement website: https://balmerlawrie.eproc.in for the same. Bid shall also be uploaded in pdf format after filling in the appropriate data in hard copy duly signed & scanned.

Bidder may bid for both the items or may bid for only one item.

Only EMD is to be submitted in hard copy in a sealed envelope on or before the due date superscripting the envelope with tender no. date & due date should reach at our works at Balmer Lawrie & Co. Ltd., P-43, Hide Road Extension, Kolkata-700088 within the due date and time to the attention of Shri Abhishek Tiwari.

9. EMD/SD: -The tenderer will be required to pay a sum of Rs. 5,000.00 (Rupees Five Thousand only) as earnest money deposit (EMD) along with the tender by a single a/c payee pay order / demand draft on a schedule bank in favour of Balmer Lawrie & Co. Ltd., payable at Kolkata. The EMD of successful bidder will be converted to 'Security Deposit (SD)' and will be returned after successful supply and installation and submission of performance bank guarantee(PBG) till the end of guarantee period in the final bill. The EMD of unsuccessful bidders shall be returned back after finalization of the tender. No interest will be paid against EMD & SD Tenders submitted without EMD shall be rejected. Tenderer (s) belongs to SSI/NSIC are not required to pay any EMD/SD but they have to provide valid proof of their SSI/NSIC status.

10. Placement of Order: Purchase order will be based on L1 rate as per the specifications.

If two or more L1 rates are quoted than the only L1 bidders will be asked to resubmit their bids in sealed envelope and hard copy within 48 hours.

11. Jurisdiction: - All disputes are subject to Kolkata jurisdiction.

12. Payment terms:

- (i) 100% on 30 days credit after successful supply/services & delivery of complete and submission of bill along with all taxes and duties as applicable.
- (ii) EMD shall be kept as retention money & will be released after completion of guarantee period without any interest or against submission of performance bank guarantee.

13. Liquidated damages: -

a) Vendor shall be liable to pay liquidated damages for the following:



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Failure to deliver the material as per PO and delivery schedule. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of PO value per week or part thereof subject to a maximum of 5.0%.

- b) If any damage is caused to the property and/or machinery (including its any part) of Balmer Lawrie& Co Ltd., directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- **14. Delivery Location, working days & hours:** The delivery on site as per given locations Annexure A-1:
- **15. Factory Rules:** Supplier personnel have to abide by the Balmer Lawrie & Company, Greases and Lubricants, Kolkata factory rules and regulations.
- 16. Offers & Enclosures: The offers submitted by the all the tenderers will be non-returnable and shall be the property of BL even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.
- 17. Validity period of the offer:

The period of validity of the quotations should not be less than 90 days from the due date of the tender.

- 18. LIMITATION OF LIABILITY: Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.
- **19.** Force Majeure: Shall mean and be limited to the following
 - (a) War / Hostilities (b)Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 28 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their



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obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, asstated elsewhere.

20. RESOLUTION OF DISPUTES / ARBITRATION

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the Chairman and Managing Director of BL, Kolkata whose award shall be final & binding on both the parties. The contract shall deem to have been entered at BL, and all suits in respect of this contract shall be under the jurisdiction of the court in Kolkata.

21. Tender for registered approved vendors only: The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.



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Annexure-C

Price Bid

SI	Item	North	South	East	West	Remarks
No.	Description					
1	Quantity					±10% of the total
	(nos.)					Area
2	Unit Per Sq. Ft					
	rate (2)					
3	Tax (2)					Write % and Tax
3	Tax (E)					
						Туре
4	Total Price					
	(2)/sq. Ft					
	()) = 1 =					

Please include Varanasi in North ad Kolkata in East for calculation purpose.



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Annexure: D Conditions for Online Bid Submission

1. 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 below. The bidder would be required to register on the e-procurement market place at https://balmerlawrie.eproc.in and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. 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.

2. 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

3. 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-201301

Contact persons:

<mark>Tuhin Ghosh (Kolkata), +91 89811</mark>65071

Email: tuhin.ghosh@c1india.com

Mr. Tirtha Das, +919163254290 Email-id : <u>tirtha.das@c1india.com</u>



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4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts /Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of bid. The bidder shall furnish the original DD / Bank Guarantee and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. 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 the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

5. 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 E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. 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.

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

7. Disclaimer Clause:

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.



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