



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

SBU: Greases & Lubricants

P-43, Hide Road Extension, Kolkata-700 088.

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

LIMITED TENDER ENQUIRY

Tender No. : GLK/TE19/297

Date : 08.02.2020

Due date : 13.02.2020

Time : 17:00 hrs IST

Introduction

Balmer Lawrie & Co. Ltd. [hereinafter referred to as [BL] invites e-bid only from **BL registered vendors** who are experienced supplier along with financial capabilities and ready to supply Balmerol® Branded Round Shape Promotional Umbrella.

In light of the above financial e-bids are invited from experienced and reputed agencies as per the

- Technical Specifications –Annexure 1
- Price Schedule –Annexure 2
- General terms & conditions –Annexure A-3

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

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd.

(Abhishek Tiwari)
Sr. Manager - Brand Promotion & Communication

Encl.: As above

Note:

- **BIDDERS ARE ADVISED TO STRICTLY CONFIRM COMPLIANCE TO ALL TENDER CONDITIONS WITHOUT ANY DEVIATION / CONDITIONS IN THEIR OFFER. SUBSEQUENT TO BID SUBMISSION, BALMER LAWRIE MAY NOT SEEK CONFIRMATIONS / CLARIFICATIONS AND ANY /ALL BID(S) NOT IN LINE WITH TENDER CONDITIONS WILL BE LIABLE FOR REJECTION.**
- **Price Bids received via mail/Fax/hard copy will be summarily rejected**



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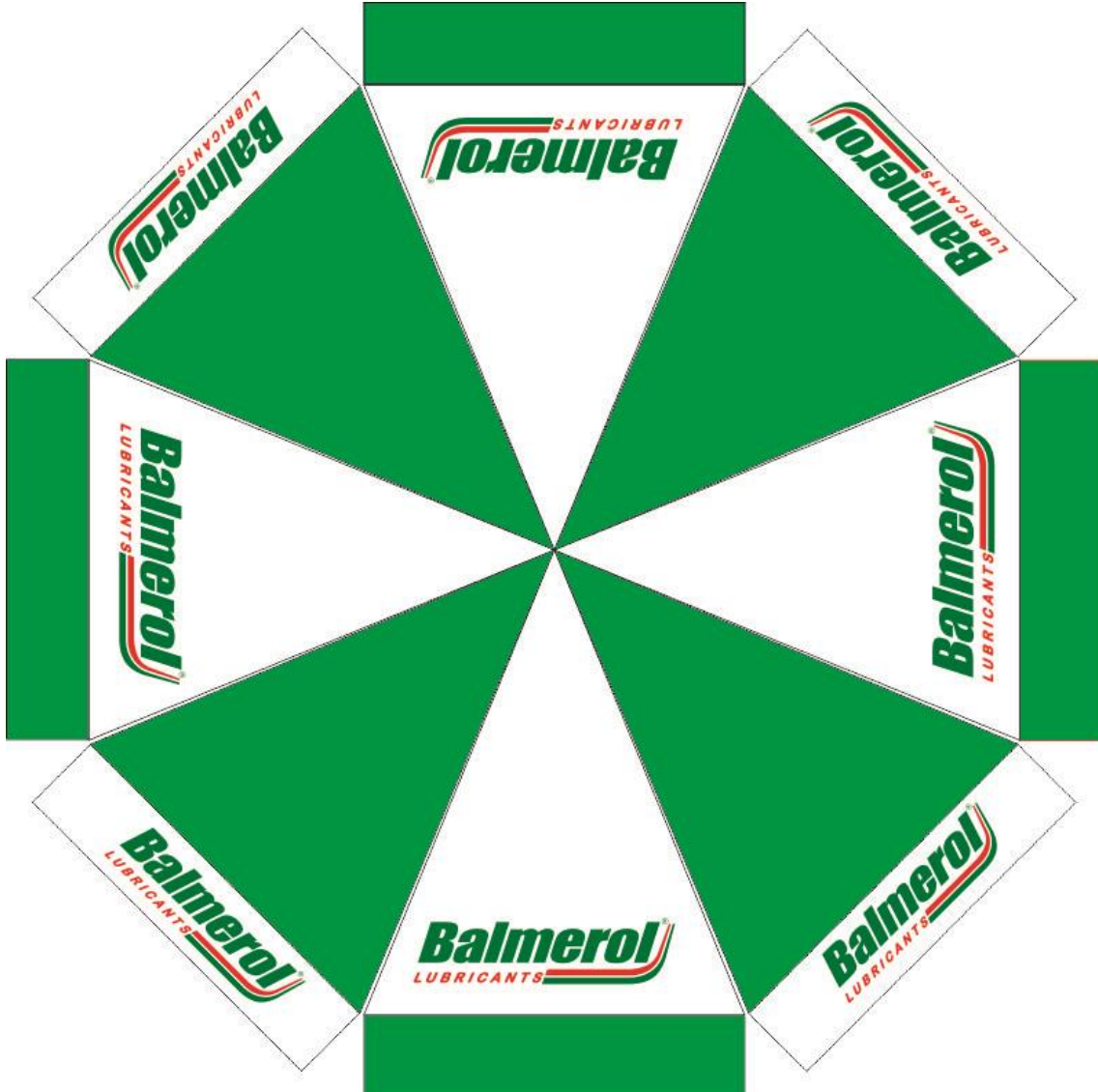
Annexure -1

Online Offers are invited from Registered Vendors as per the specification, General terms & conditions, and Price Schedule attached in Annexure respectively for Supply of

1. Balmerol® Branded Round Shape Promotional Umbrella – 2500 Nos.

Specifications:

- A. Size: - 40" Diameter
- B. Frame: 22/25 mm white powder coated frame
- C. Cloth: - 190 T Polyester Cloth ($\pm 5\%$)
- D. Printing: - Two colour logo printing on 4 Panels and 4 frills with gloss finish ink used for screen printing.
- E. Quantity: 2500 Nos (FOR Deliver) Reference image as given below





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- 1) The rates quoted will be FOR. The delivery will be at locations as mentioned below.

FOR destination Rate required for the following locations					
S. No	Promotional Umbrella	North Region	East Region	West Region	South Region
1	Region wise allocation in %age	20%	39%	19%	22%
2	Umbrella Quantity In Nos	500	975	475	550
Maximum 20 % of destination wise quantity reallocation with total tender quantity remaining unchanged to be acceptable to the vendor					

Region	Location	Umbrella-Qnty
East Region	Kolkata-West Bengal	600
	Raipur -Chhattisgarh	200
	Patna -Bihar	100
	Guwahati-Assam	25
	Guwahati-Assam	25
	Cuttack-Odisha	25
North Region	Jaipur- Rajasthan	100
	Varanasi-Uttar Pradesh	100
	New Delhi	200
	Lucknow- Uttar Pradesh	100
South region	Bengaluru-Karnataka	200
	Coimbatore-Tamil Nadu	200
	Chennai-Tamil Nadu	50
	Hyderabad -Telangana	100
West Region	Bhopal-Madhya Pradesh	25
	Vadodara-Gujarat	200
	Pune - Maharashtra	200
	Mumbai-Maharashtra	50
		2500

- 2) Exact Packing instructions and delivery address will be shared post finalization of order.
3) Artwork in PDF or AI file will be provided by BL over mail /DVD
4) Vendor needs to take approval on the dummy sample or an e sample before executing the full production.

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 0158
Fax No. 033 2439 2277



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2) Pre-Qualifying Criteria:

- a) Submit order copy of two (02) PO executed in last 3 years of similar type of Job work (Promotional Garden Umbrella or monsoon umbrella) with BL or any other company of value totaling not less than Rs.5 lacs supplied at any time during the contractual period.
- b) The bidder shall meet the tender specification and close similarity to the REFERENCE SAMPLES maintained by BL. Bidder may visit the BL office at Hide Road Extension for look and feel of the sample.
- c) Submit a sample (on returnable basis) of the proposed actual supply of item, place a sticker with TE No. and Bidder name.
- d) SAMPLES/PROTOTYPES shall be submitted free of all charges by the Tenderer and BL shall not be responsible for any loss or damage thereof for any reason whatsoever. In the event of non-acceptance of the tender, the tenderer will have to make arrangements to remove/collect the sample/prototypes at his own expenses.

3) Financial Evaluation Process :

- a) L1 Bidder would be determined for item considering total net outflow to the company.
- b) 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.

- 4) **The vendor should compulsorily follow all the provisions of GST Law** and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor

5) Earnest Money Deposit (EMD) : N.A

6) Provisions for Micro , Small and Medium Enterprises (MSME) :

- a) **Qualification Criterion:** MSME vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender. The MSME registration to specify manufacturing of the tender item(s).
- b) Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details. Declaration of Udyog Aadhaar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs.
- c) Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the grade at the respective regions subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSME bidder matches non-MSME L1 price, 25% of the tender quantity will be equally split between the L1 matching MSMEs. If more than one MSME bidder has quoted in afore-said price band, number of such bidders will be intimated by tenderer to MSME bidders when seeking their acceptance to match L1 bid.



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- 7) **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 within the due date and time to the attention of Shri Abhishek Tiwari.
- 8) **Payment terms:** BL does not pay any Advance Payment. 100% payment within 30 days of successful completion of delivery process and submission of invoice with required documentary evidence.
- 9) 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.
- 10) 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.
- 11) **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.
- 12) **TENDER CANCELLATION** The tender may be cancelled due to any unforeseen / unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of BL and BL is not liable to provide any reason to the applicants for the same.
- 13) **Delivery Time Schedule:** -The FOR delivery at locations should be made within **60 days** from the date of issue of Purchase Order (PO).
- 14) **Quality & Quantity of the material:** Quality of the material supplied should be as per standard given in Annexure A. BL reserves the right to change the no. of delivery locations at any point of time. The items 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.
- 15) **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 16) **Liquidated damages:** Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall be liable to pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 5% of the order value for the undelivered portion.
- 17) **Delivery Location, working days & hours:** - The FOR delivery on site as per given locations in Annexure A-2
- 18) **Factory Rules:** - Supplier personnel have to abide by the Balmer Lawrie & Company, Greases and Lubricants, Kolkata factory rules and regulations.



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- 19) **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. In case of bulky documents, which cannot be accommodated in the tender box, the undersigned may be contacted. The bids may also be sent by Speed Post / Courier Service well in advance so as should reach the undersigned at least one day before the tender closing date. Timely submission of the Bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained by BL.
- 20) **Taxes & Duties:**
- Bidders must indicate the nature of taxes & duties applicable for the supply and quote the amounts of Taxes and Duties as applicable separately.
 - Wherever all-inclusive prices are quoted by the bidders without bifurcation of tax elements, the bid will get rejected.
 - Successful bidders / Suppliers will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to BL.
- 21) **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 and the rate shall be valid & applicable till the completion of the project.
- 22) **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.
- 23) **Force Majeure:** Shall mean and be limited to the following –
War / Hostilities (b)Riot or Civil Commotion (c) Earthquake, flood, tempest, lightning 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 obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.
- 24) **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 &



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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.

- 25) **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.
- 26) **Risk purchase clause:** If any vendor fails to supply the items as per delivery schedule, BL reserve the right to get the items procured from any other alternate sources at the risk of failed vendor and the differential cost will be recovered from their invoices / SD.
- 27) **Repeat Purchase:** If the situation warrants or arises BL may go for repeat purchase only once with the qualified L1 bidder. Creative/Quantity may change but rates will remain same.
-

Annexure- A-4

Price Bid

S.No	Item	Qty in Nos	Rate/Pcs	Total Amount	GST Rate	GST Amount	Grand Total	HSN Code
1	Balmerol® Branded Round Shape Promotional Umbrella	2500						

I / we have understood all the terms & conditions as mentioned in the tender document and have made myself / our self fully acquainted with the specifications & FOR delivery locations / sites of the branches & working conditions. The said terms & Conditions are acceptable to us.



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I / we are MSE vendor and confirm that UAM No. _____ has been uploaded on CPPP website as required by Ministry's circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

Date

Name of Signatory

Annexure: A-5
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



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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:

a. **Tuhin Ghosh (Kolkata), +91 8981165071**
Email: tuhin.ghosh@c1india.com

b. **Mr. Tirtha Das, +919163254290**
Email-id: tirtha.das@c1india.com

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.



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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:

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.
