



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

SBU: GREASES & LUBRICANTS
SURVEY NO. 201/1 SAYLI RAKHOLI ROAD
SAYLI, SILVASSA-396230
PHONE NO. 260 – 3293-118/019, 3296375
FAX NO. 0260 – 2641315
E-Mail: srivastava.sk@balmerlawrie.com

TENDER ENQUIRY

Tender Enquiry No : GLS/TE17/117

Dated 01/12/17

Due Date: 11/12/17 till 6.00 PM

Sub : Online "e" bidding for Supply of Self Adhesive Laminated Labels / Stickers for Discount Coupon Scheme.

We invite online offers/ quotation for printing, manufacture and supply of Stickers for Discount Coupon Scheme details of which are given below:

- Size** : (i) 2" dia. approx. (ii) 3.25" dia. approx.
Paper : 90 gsm pre-gummed paper
Artwork : As per existing sticker sample enclosed with this enquiry.
Printing : 3-color offset printing.
Quantity : (i) 2" dia. - 20,00,000 Nos. +/- 20% (ii) 3.25" dia. -5,00,000 Nos. +/- 20%
Packing : (i) 2" dia - 50,000 pcs each packet (ii) 3.25" dia -10,000 pcs each packet
(To be suitably packed for dispatch through Express Cargo Service with destinations marked on each packet / carton in Hessian Bags for locations as may be indicated by us in the Packing Schedule along with our Purchase Order to the successful vendor.)

Terms and conditions

1. **Price:** Your price shall be inclusive of artwork development, printing, packing & free delivery to our Works.

2. Earnest Money Deposit(EMD):

Tenderers are required to pay an EMD amount of Rs 5000/- by way of Demand draft / A/C Payee pay order along with the pre-qualification bid. The DD should be drawn in favour of "**Balmer Lawrie & Co. Ltd**" payable at **Silvassa**. EMD in the form of Bank Guarantee as per the company's specified format may also be submitted in lieu of DD.

EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. EMD of successful tender may be retained as a part of security Deposit.

Public Sector Undertakings and registered small scale industries are exempted from payment of earnest money deposit. However, registered Small scale units should enclose a copy of their valid registration certificate to make their bid eligible for consideration. Offers /bid received from tenderers' without EMD will not be considered.

3. Security Deposit (SD):

Security Deposit amount equivalent to 2.5% of order value (basic), subject to minimum of Rs.10,000/- (Rupees Ten Thousand only), to be deposited by the successful tenderer (DD/pay order/ bank Guarantee) on receipt of LOI/PO for satisfactory completion of contract. The SD shall be furnished within 15 days from date of LOI / purchase order. In case of failure to furnish SD within the stipulated time, BL shall be entitled to terminate the order and forfeit the EMD without further reference to the tenderer.No interest shall be payable on security deposit and the same will be refunded to the successful tenderer on the completion of contract to the company's satisfaction.

4. Delivery Schedule:

All deliveries are to be made within due date as indicated in our call-ups. The due date indicated will be 10 days from date of call up. Normally, call ups will be issued to the vendors on monthly basis during first week of every month.

Special terms of call-ups / delivery:

- The monthly requirements will be intimated from time to time by means of written call ups against Purchase Order quantities.
- Our monthly call-up quantities may not be on pro -rata basis of total ordered quantity but will be based on the actual demand for the month. Occasional additional call up in course of month will need to be accepted by vendors.
- Supplies against call-ups should be as per the delivery schedule given in the call ups.



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- d) Vendors are required to accept occasional call ups if there any, which are significantly higher than the average monthly off-take of specific pack, sizes to enable BL meet market demand fluctuations.
e) BL reserves the right to order any quantities at its sole discretion within total quantity offered by bidder.

5. Rates & Quantity :-

Selection of the L1 bidder will be based on the lowest total landed cost for both the items inclusive and bidder should quote for all the sizes of each size, failing which their offer will not be considered for final evaluation. The prices are to be quoted in the enclosed prescribed "PRICE SCHEDULE" given online.

6. Quality Assurance :

The vendor shall be responsible for complete quality assurance of the labels and it should strictly match with our tender specification. Any defective supply reaching our works shall be taken back by the vendor within 7 days of our intimation. No credit for material shall be payable on such supplies.

7. Liquidated damages clause:

In case of failure to deliver the materials as per our call ups, the vendor has to pay by way of liquidated damage @ 0.5% per week (or part thereof) subject to a maximum of 5% of the contracted value of the delayed materials.

8. Risk purchase clause:

If any vendor fails to supply the labels as per delivery schedule, BL reserve the right to get the labels procured from any other alternate sources at the risk of failed vendor and the differential cost will be recovered from him.

9. Taxes & duties:

All applicable statutory levies, duties and taxes like ED, Education cess, VAT /CST are to be mentioned Clearly in the offer

10. Validity:

The offers shall remain valid for acceptance for a period of 60 days from the due date of the tender.

11. Payment terms: -

Our normal payment term is 30 days from the receipt / acceptance of materials at our factory.

12. Artwork development and printing

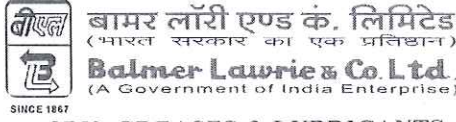
- a) The labels shall be printed in upto 3 colours as per artwork provided by us. Printing shall be neat, legible and uniform and shall be strictly as per our approved art work. The printing ink should be of good quality so that printing matter remains completely unaffected during the process of filling / packing / subsequent handling.
b) The artwork shall be provided by BL in the form of CD / printouts /Over email. The samples of labels including artwork shall be approved by us.
c) Approval of complete sample of Stickers will have to be taken from us before commencement of bulk supply.

13. Approval of Sample:

Based on approved master carton/ art work, successful tenderer should undertake regular manufacturing. In case of delay by successful tenderers, in getting the samples approved, BL reserves the right to reduce order quantity or cancel the entire order quantity already awarded to them.

14. Basis of selection:

Bidders shall be selected based on the lowest total landed cost quoted for both the Labels together. The on-line closed bids shall be used for grading the bidders .The lowest quoted bidder in the on-line closed bids shall be designated as " L1" and the next lowest quoted bidder as "L2" and so on in the grading system. The bidders have no right to claim / disclaim or dispute anything during / in this process.The bidder who quotes the lowest landed cost for the consignment will be selected for award of the contract. However , Balmer Lawrie



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reserves the right to split the order between L-1 and L-2/L-3 vendors in ratio of approximately 67% and 33% provided the L-2/L-3 vendor matches the rate of L-1 vendor.

15. Compliance with Regulations:

Vendor shall warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, despatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes 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 required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.

The vendor shall issue the excise paid invoice so that equivalent amount may be availed as Cenvat credit by BL, if applicable. Concessional form pertaining to Sales Tax shall be issued to the vendor by BL, if applicable.

16. Termination of contract:

In the event of dissatisfactory performance, Balmer Lawrie & Co. Ltd. reserves the right to terminate the contract without any notice. In this eventuality, the Security Deposit will be forfeited. We shall reserve the right to cancel / amend the order in case vendor(s) do/does not adhere to the quality, delivery schedule, or deviation for actual supply vis-à-vis approved artwork / sample.

17. 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 for 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 Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 7 days on 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 buyer arrived at after consultation with the vendor, shall be final and binding. Such period of time shall be extended by the buyer to enable the Vendor to deliver the items within such extended period of time.

As soon as the cause of Force Majeure 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 the actual delay incurred in such affected activities. Any such event, whenever it occurs, provided that it prevents, affects or delays the party in performing contractual obligation, shall justify the claim of Force Majeure.

18. Arbitration/ Jurisdiction:

Disputes or differences arising out of or in relation to agreement/ contract shall be referred to the Functional Director of BL who may either act himself as Sole Arbitrator or nominate some officer of BL to act as an Arbitrator to adjudicate the disputes and differences 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 supplier shall not be entitled to raise any objection to the appointment of such officer of Balmer Lawrie as the sole arbitrator on the ground that the said officer is an officer of Balmer Lawrie or that he/she 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 Indian Arbitration and Conciliation Act, 1996 and the rules made 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 principles of Natural Justice.

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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 arbitration in such manner and to such extent as a 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 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 Mumbai only.

19. Procedure For Bid Submission

Bidders have to quote for all the sizes of each group failing which their offer shall not be considered for final evaluation for that group.

The bidder shall submit their response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below.

20. Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

21. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement 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 201 301. You may also get in touch with their Representative Mr. Ritabrata Chakraborty [e-mail id : ritabrata.chakraborty@c1india.com, Cell No. 09748708094 alternately you may contact Mr. Ujjal Mitra [07702669806], Mr. Rajesh Kumar – 09650465143].

22. 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.

23. Submission of Un-Price Bid (Hard copies):

All bidders are required to submit the hard copies of the following in a **sealed envelope** .

- Duly stamped and signed tender document .Each and every page of the tender document including **Annexure I [but please note that no rates are to be quoted in hard copy]** should be signed by the authorised signatory as a token of acceptance of terms & conditions of the tender.
- EMD amount
- NSIC / SSI certificates if applicable



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The sealed envelope containing all the above documents super scribing "un-priced-pre-qualification bid for **Supply of Labels for Oil Containers**, Ref: Tender Enquiry No Tender Enquiry No : GLS/TE17/117 Dated 01/12/17 Due On 11/12/17 Till 6.00 PM " shall be submitted off-line at the following address.

Manager [Purchase]
BALMER LAWRIE & CO. LTD.
Greases & Lubricants Division,
Sayli Rakholi Road, Sayli, SILVASSA – 396 230
Phone: (0260) 3293118
e-mail: srivastava.sk@balmerlawrie.com

SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDER'S PARTICIPATION IN THIS TENDER.

24. 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.

25. General

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.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.


BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

26. 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.

The company reserves the right to accept or reject any or all offers. Bids of any/all may be rejected by the company at any point of time if there any conflict of interest between the bidder/bidders and the company is detected. Incomplete offers are also liable to be rejected summarily.

For Balmer Lawrie & Co. Ltd


SHOHIT KUMAR SRIVASTAVA
MANAGER-PURCHASE
09898896501
Encl : Annexures – I.

