Tender No: BL/T&V/MUM/007



SBU: TRAVEL & VACATIONS

4<sup>th</sup> FLOOR, BALMER LAWRIE BUILDING,

5- JN HEREDIA MARG, BALLARD ESTATE,

MUMBAI – 400 001

CIN-LI5492WB1924GOI004835

TENDER NO: BL/T&V/MUM/007 dated 22/03/2018

TENDER DUE DATE & TIME: [02/04/2018 at 11.00 AM]

TWO BID: Pre- Qualification & Price Bid

**Tender Document for** 

[Supply of Caps & Pouches]

Tender No: BL/T&V/MUM/007

#### **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**

Online Two bid e-tenders are invited for supply of "Caps & Pouches 2018" to our Ballard Estate office through the Balmer Lawrie e-procurement portal <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>. Tenderers may download Notice Inviting Tender along with other tender documents from our site <a href="https://www.balmerlawrie.com">www.balmerlawrie.com</a>. 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 Technical & Price Bid.

# The bidder should be registered in Balmer Lawrie web portal through C1 India for online ebidding.

#### **Contact details**

onder details				
Balmer Lawrie & Co. Ltd.	C1 India Pvt. Ltd.			
SBU- Travel & Vacations	603, Coral Classic, 20 <sup>th</sup> Road,			
5 J.N Heredia Marg, Ballard Estate	Near Ambedkar Park, Chembur			
Mumbai – 400 001.	Mumbai – 400071			
Contact Persons:	Contact Persons:			
Shri Vikas Pednekar-	1. Ms Ujwala Shimpi- Tel: 022 66865608,			
Mob: 09167842129, 022 61983379	email: ujwala.shimpi@c1india.com			
Email ID: vikas@vacationsexotica.com				
2. Shri Sanat Hegde	2. Mr.Tuhin Ghosh, Mob. 08981165071,			
Mob: 09619652169	e.mail tuhin.ghosh@c1india.com			
Email ID:				
sanat.hegde@vacationsexotica.com				

S. No	Description	Details
1	Name of Work	Caps & Pouches
2	Tender No	BL/T&V/MUM/007
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Completion period	10 days from date of LOI or Purchase Order
5	Tender Fee	Not applicable for this tender
6	Opening of Technical & Commercial Bid	02/04/2018 at 11.00 AM

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#### MSE's DOCUMENTS TO BE SUBMITTED

The parties applying against the tender should be registered as Micro or Small Enterprises (MSE's) with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises and should submit duly notarized copy for eligibility. Bids received without the documents supporting your registration as a Micro or Small Enterprises as above, will be rejected.

# > VERIFICATION OF DOCUMENTS

- Tenderers or their authorized representative may be required to come to our office positively as intimated along with all original documents.
- 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.
- 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.
- Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- 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.
- Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

#### > 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 eproc and hard copy of supporting documents in sealed envelope and sample of Caps & Pouches (free of cost) as per tender specifications, be submitted 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. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

#### > SUBMISSION OF TENDER DOCUMENTS

- The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 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.

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# 3. SCOPE & SPECIFICATIONS OF WORK

# 3.1 Caps 2018

SI No.	Description	Quantity in Numbers
	Completed Comp	Numbers
1.	Supply of Caps:	3000
	<ul> <li>Cotton fabric 16/12 drill with button on top with 4 air holes</li> <li>Color orange and black, peek in black and rest of cap in orange.</li> </ul>	
	<ul> <li>Velcro at the back ( for adjusting the cap)</li> <li>1 digital heated sticker print Logo in front of the cap</li> <li>Illustration on the Cap on the both the sides (As per our Al file)</li> </ul>	
	Final printing should be strictly as per our approved final proof.	
	Fabric material should be consistent with color/s as approved by the company.	
	*Packaging Standard packaging 50 Units in one master cartoon	

Place	Signature of Tenderer
Date	Name & Address

#### **SPECIAL INSTRUCTIONS**

- 1 In case of any technical clarification/query on printing, the tenderers may contact Mr. Vikas, Pednekar [ 022 61983379]/ Mr Sanat Hegde [022 61983359]at our Ballard Estate, Mumbai Office.
- 2 After showing a sample cap, manufacturing should be undertaken only after approval given by company.

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# 3.2 Pouches 2018

SI.No.	Description	Quantity in Numbers
1.	Supply of Pouches	
	<ul> <li>Size – 7 inches (H) &amp; 6 inches (W)</li> <li>Flap size should be 2 ½ inch x 6 width</li> <li>PU fabric (Black Color)</li> <li>40 inch length strap (20 inch each side)</li> <li>1 ½ inch Velcro</li> <li>1 digital heated sticker print Logo on the flap</li> <li>Illustration on the pouch in front (As per our Al file)</li> <li>1 Zip pocket (Tony Zip)</li> <li>1 regular pocket</li> <li>Net fabric at back side</li> </ul>	3000
	Check for sample at our office before bidding.	
	Final printing should be strictly as per our approved final proof.	
	Fabric material should be consistent with color/s as approved by the company.	
	*Packaging Standard packaging 100 Units in one master cartoon	

Place	Signature of Tenderer
Date	Name & Address

### **SPECIAL INSTRUCTION**

- 1 In case of any technical clarification/query on printing, the tenderers may contact Mr. Vikas, Pednekar [ 022 61983379]/ Mr Sanat Hegde [022 61983359]at our Ballard Estate, Mumbai Office.
- 2 After showing a sample POUCH, manufacturing should be undertaken only after approval given by company.

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### **GENERAL TERMS AND CONDITIONS**

### 1. Eligibility Criteria

- a) Bidder should be registered as Micro or Small Enterprise with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises and should submit duly notarized copy for eligibility. Bids received without the documents supporting your registration as a Micro or Small Enterprises as above, will be rejected.
- b) Bidder should be register vendor with Balmer Lawrie & Co Ltd, SBU: Travel & Vacations, Mumbai or any other unit of Balmer Lawrie & Co Ltd
- c) Bidder should provide one free sample each of Cap & Pouch as per tender specifications. The sample should be totally sealed packed and submitted to Balmer Lawrie office before the due date.
- d) 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
- e) The bidder is required to attach documentary evidence of similar work completed during last 7 years and should meet either of the following criteria:
  - Three similar completed works costing not less than the amount to equal to **1.82 lakhs**

or

• Two similar completed works costing not less than the amount 2.20 lakhs

or

• One similar completed work costing not less than amount equal to 3.60 lakhs

#### 2. Submission Of Bids

- a. Technical Bid The Technical Bids will be opened on the scheduled date. BL will evaluate and shortlist the offered sample product, by comparing and conforming to the technical criteria mentioned in the scope of work. The sample product which matches the criteria mentioned in the technical specifications would be shortlisted. The decision of the Company will be final and binding on the bidder(s).
- b. **Price Bid** For Price Bid, only the rates are to be submitted as per given format.

#### 3. Opening Price Bid

The Price Bid of technically qualified bidders, whose sample product has been suitable / approved by the BL Committee, shall only be opened.

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#### 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 or place order for any quantity, less than or more than the tendered quantity, 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. 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:

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.

#### 7. 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).

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#### 8. Completion & Delivery schedule

The Caps & Pouches should be manufactured within 10 days of issuance of purchase order. The physical verification of entire lot will be done by representative of Balmer Lawrie Co. Ltd and the joint physical verification report shall be prepared and same should be enclosed with the bill.

Once manufactured, Vendor has to keep the material in his supervision for maximum of 6 months, the requirement of Caps & Pouches will be intimated from time to time. The Caps & Pouches have to be in perfect conditions till the time it has been couriered to our various PAN India offices/ Mumbai. Balmer Lawrie will arrange courier agency for pick up from your office/ godaon for PAN India delivery. For Mumbai Caps & Pouches should be delivered at Balmer Lawrie office at free of cost. Courier charges for PAN India will be borne by Balmer Lawrie Co. Ltd. After 6 months remaining Caps & Pouches has to be returned to Balmer Lawrie at the Ballard Estate Mumbai office.

#### 9. 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.

#### 10. Security Deposit

Vendor who is nominated as L1, has to give a Non-interest bearing security deposit of ₹15,000, which would be returned on the final completion of the contract. Security Deposit can 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.

#### 11. Payment Terms

Payment will be released within 30 (thirty) days from the date of submission of invoice, duly supported with physical verifications report for the entire lot.

#### 12. 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.

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#### 13. 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.

#### 14. 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

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#### 15. Award of Contract

1. Contract for Caps & Pouches, would be awarded to the bidder registered as Micro or Small Enterprise, based on lower quote in respective item & as per purchase policy mentioned below.

- 2. As per the purchase policy set by Government of India, 20% of tendered quantity will be reserved for MSE owned by SC/ST and such bidders are not L1 bidders would be required to match L1 rate to get the award of 20% of tender quantity.
- 3. In case of more than one SC/ST bidders, the Lowest bidder among the SC/ST bidders will get chance to match rates with the original L1 rates in order to achieve 20% reserved quantity.
- 4. The balance 80% of tender quantity will be awarded to L1 bidders (non-SC/ST)
- 5. In the event of non- participation by MSEs owned by SC/ST, total tendered quantity will be kept open for non SC /ST bidders.

#### 16. 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. The award shall be a speaking award stating reason therefor and is final & 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.

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# **DECLARATION**

Having examined the tender documents, we have understood and read the terms & conditions indicated in the Tender No BL/T&V-MUM/007 and hereby confirm our acceptance of the same.

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

Tender No: BL/T&V/MUM/007

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

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# **Pre- Qualifications / Technical Criteria**

# Caps & Pouches 2018

Sl.No.	Criteria	Documents need to produce
1	Bidder should be MSE's registration certified with Micro & Small Enterprise mentioned. If such bidders are registered as belonging to Scheduled Caste / Scheduled Tribe, the valid certificates for the same also need to be attached.	Kindly attach MSE's Certificate
2	The bidder is required to attach documentary evidence of similar work completed during last 7 years and should meet either of the following criteria:  a) Three similar completed works costing not less than the amount to equal to 1.82 lakhs  or  b) Two similar completed works costing not less than the amount 2.20 lakhs  or  c) One similar completed work costing not less than amount equal to 3.60 lakhs	Purchase order copies and work completion certificate /Tax Invoices / CA certified letter mentioning the number of order completed with their respective value satisfying wither of the criteria.
3	Sample of 1 Cap & 1 Pouch fulfilling the criteria of scope of work mentioned in the tender document, to be provided with no commercial value, as free sample. The sample should be totally sealed packed and submitted to Balmer Lawrie office before the due date.	1 Sample each of Cap & Pouch
4	Company's Permanent Account No (PAN No) & GST No	Copy of Certificate

Place	Signature of Tenderer
Date	Name & Address

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# **PRICE BID**

# Caps & Pouches 2018

SI.No.	Particulars	Quantity in Numbers	Rate (Rs)	Amount (Rs)
1	Caps manufacturing for Vacations Exotica – Balmer Lawrie	3000		
2.	Pouches manufacturing for Vacations Exotica – Balmer Lawrie	3000		
	Final manufacturing should be strictly, as per our approved final sample bag & tender specifications.			
2.	GST		@%	
3.	Any Other Tax/Duty [Please Mention]			
4.	Total			

Place	Signature of Tenderer
Date	Name & Address

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#### ANNEXURE - A

### **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.