

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/TE19/173

Date : 03.10.2019

Due date : 15.10.2019

Time : 14:00 hrs IST

Sub: Balmerol Wall Painting / Shutter Painting/Vehicle Painting

Online Offers are invited from Registered Vendors who are reputed, authorized and stabilized advertising Agency/Service provider 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 Balmer Lawrie & Co. Ltd.

Thanking you,

Yours faithfully, For Balmer Lawrie & Co. Ltd.

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

Encl.: As above

Note:

- Bidders in their own interest are requested to submit their bids online well in advance of tender closing date to avoid the last minute difficulties.
- Price Bids received via mail/Fax/hard copy will be summarily rejected



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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.

<u>Technical Specifications: Annexure-A-Balmerol Wall Painting / Shutter Painting/Vehicle Painting the</u> Company intends to undertake Wall / Shutter Painting on pan India basis for brand publicity.

1. wall /shutter painting area shall be as given below

Region	Sum of Sq.FT
East	122500
North	55000
South	107500
West	67500
Grand Total	352500

- 2. Order Quantity: Total area of wall / shutter painting covering various Location: 3,52,000 Sq.ft ±10%
- 3. 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
- 4. All wall painting /Shutter Paintings should stay for one year and have Serial Number /P.O.No & Date
- 5. The exterior wall paints to be used shall be of reputed brand viz., **Asian Paints, Kansai Nerolac, ICI or equivalent.**
- 6. The rates quoted shall be inclusive of all costs. E.g. Paint, thinner, brushes, labour, primer application, material transport, storage as applicable.
- 7. No extra cost shall be borne by the company apart from the above quoted price.

NOTE:

- (i) Vendors are advised to take up outstation work only if they are confident of executing the
 - a. Work within the time and price quoted.
- (ii) 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 Availability and publicity requirements.
- (iii) Wall painting selection of sites is very crucial & critical. Specified locations for optimized visibility will be given by the concerned local BL team.
- (iv) **Strict No's:** Religious places/Hospitals/Schools/colleges/Government buildings.

Annexure- A2 -Detail of Locations

A. Job Name: Balmerol Wall Painting / Shutter Painting/Vehicle Painting for Balmer Lawrie (BL)
Dealers/Garages of (BL) Authorised Distributor. <u>Total approx. 3, 52,500 Sq.ft. ± 10% nos. of Multi Brand</u>
Retail Outlets/Garages to be covered. Indicative break-up:



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				Wall
	Region	State	City	Painting of
				Sq.FT
		Assam	Guwahati	7500
			Mujjafarpur	5000
		Bihar	Patna	10000
			Siwan	5000
		Chhaattisgarh	Chhaattisgarh Raipur	
	East	Jharkhand	Ranchi	5000
	Last	Jilai Kilailu	Jamshedpur	7500
			Birbhum	10000
			Burdwan	5000
		West Bengal	Hide road	10000
			Kolkata	7500
			North 24 Pargana	10000
		Delhi NCR	Delhi	7500
			Beawar	5000
			Bhilwara	5000
		Rajasthan	Jaipur	10000
	North		Jodfpur	7500
			Kota	5000
		Uttar Pradesh	Kanpur	5000
		ottai i raacsii	Mirjapur	5000
		Uttarakhand	Rishikesh	5000
		Andhra Pradesh	Andhra Pradesh Guntur	
		, mama radesii	Vijaiwada	7500
			Benglaroo	10000
		Karnataka	Bellari	5000
			Davangiri	5000
			Chennai	10000
			Namakkal	10000
	South		Ranipet	10000
			Erode	10000
		Tamil Nadu	Salem	7500
			Madurai	5000
			Coimbatore	5000
			Trinivelli	5000
			Karur	5000
			Tuticorin	5000
			Verawal	10000
			Bhuj	7500
		Gujarat	Rajkot	7500
	West	Sajarat	Ahmedabad	5000
			Gandhidham	5000 5000
			Surat	
			Pune	10000
		Maharashtra	Kolhapur	10000
			Nagpur	7500
				352500



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Number of Outlets:

- 1) There will be 10-15 Outlets per market cluster, it may be noted that this is an indicative figure and the number of outlets may vary per market/locations. However the company will always attempt to keep outlets in a market cluster in close proximity to one another for driving best visibility mileage.
- 2) Please refer Annexure A-2 for the list of locations and number of estimated Outlets in each location.
- 3) The company reserves the right to alter the number of outlets to be branded based on cost considerations and availability of Outlets. However the total numbers of sq. ft per region will remain same.
- 4) Our Distributors and Local sales representatives will help the agencies to organize the addresses of the retail outlet local level.

Annexure A-3

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.

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

E-Mail: <u>tiwari.abhishek@balmerlawrie.com</u>

2) Bid Qualifying Criteria:

- a) Bidder should be a Registered Vendor with BL.
- b) Submit order copy of two (02) PO executed in last 3 years of similar type of Job work (wall painting/shutter painting/vehicle painting) with BL or any other company of value not less than
 - i) Rs. 5 Lacs if bidding for one region.
 - ii) Rs. 8 Lacs if bidding for two regions,
 - iii) Rs. 12 Lacs or more for 3 or all 4 regions.
- c) The bidder has to be a Goods and Services Tax Network registered service provider. Submit copy of valid GST registration certificate and indicate GSTN Number.

3) Financial Evaluation Process:

a) Purchase order will be based on L1 rate as per the specifications.



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- b) L1 Bidder would be determined separately for each region considering total net outflow to the company.
- c) 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)

- a) All bidders must submit an interest free EMD of INR Rs. 5,000.00 (Rupees. Five Thousand only) per Region subject to a maximum of Rs. 15,000/- only for bids covering ALL Regions, is required to be submitted along with the tender by Pay Order / DD drawn on any schedule bank in India in favour of "BALMER LAWRIE & CO. LTD." and payable at Kolkata (Calcutta) or through online bank transfer in NEFT/ RTGS/IMPS mode., India. The interest free EMD of unsuccessful bidders shall be returned back after finalization of the tender. For the successful bidder, the EMD will be converted into interest free Security Deposit and released on satisfactory completion of project.
- b) Bidders who had free EMD / SD lying with Balmer Lawrie & Co. Ltd. may request in writing to consider the same as EMD against the tender subject to verification by Balmer Lawrie & Co. Ltd., the amount lying should be sufficient in terms of EMD amount required for this tender.

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

- i) 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).
- ii) 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.
- iii) 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.
- 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.
 - Bidder may bid for all the regions or may bid for only one region/location or more.
 - <u>Only EMD</u> is to be submitted in hard copy along with <u>PO copy</u> in a sealed envelope along with signed and seal tender enquiry hard copy as an acceptance of <u>T&C</u> on or before the due date superscripting the envelope with



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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.

8) Payment terms: BL does not pay any Advance Payment. 100% payment within 30 days of successful completion of installation process and submission of invoice with required documentary evidence and certification as per tender terms.

Note: Vendor can submit bills in lots of 20,000 sq. ft of successful completed job or more for satisfactory completion of the wall painting.

- 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.

 Last date for submission of offer is 15.10.2019 up to 14:00 hours.
- **13) Delivery Time Schedule**: -The delivery should be made within 120 days from the date of issue of Purchase 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 educated manpower in the all the locations for the smooth execution without any delay.
- **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 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.
 - i) Quality audit may be carried out by the BL through self or independent agency and it will be the vendor's responsibility to satisfy about the adherence to the specifications. The vendor shall arrange for inspection / checking of the specification / IN SHOP Branding elements at their own cost. If any laboratory test is required that will also be arranged by the vendor at their expenses.
 - ii) Whatsoever documents demanded by the auditor or BL to check the specifications shall be provided by the vendor. No extra payment shall be made on this account.
- 15) **Jurisdiction**: All disputes are subject to Kolkata jurisdiction.



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- 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 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.
- 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:

- a) Bidders must indicate the nature of taxes & duties applicable for the supply and quote the amounts of Taxes and Duties as applicable separately.
- b) Wherever all-inclusive prices are quoted by the bidders without bifurcation of tax elements, the bid will get rejected.
- c) 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) GST Compliance:

In accordance to Government of India (GOI) guidelines towards implementation of GST w.e.f 01.07.2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions /requirement /timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all the participating bidders and same be indicated in their respective offer. Bidders also shall mention the Harmonized System of Nomenclature (HSN) / Services Accounting Code (SAC) numbers for the quoted items/services in their techno-commercial offer, invoice & tax documents. BL GST ID is

SRL NO	STATE	DEPOT	ARN	PROVISIONAL ID
1	WEST BENGAL	KOLKATA	AA1901170019178	19AABCB0984E1ZS

and bidders shall mention the same while invoicing and avoid any data entry errors on GST portal. Bidders shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part. BL shall pay the applicable GST taxes to the successful bidders at actual & suppliers shall pass on the reduction in prices to BL on account of change in the tax structure.



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- **22) 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 applicable till the completion of the project.
- 23) **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.
- 24) Force Majeure: Shall mean and be limited to the following 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
- **25) 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.

being subject to price reduction for delayed deliveries, as stated elsewhere.

performing their obligations under this order and the delivery dates will be extended to the Seller without

- 26) 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.
- 27) **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.

28) Repeat Purchase: If the situation warrants or arises BL may go for repeat purchase only once with the qualifie
L1 bidder. Locations/Quantity may change but rates will remain same.



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Region	Sum of Sq.FT
East	122500
North	55000
South	107500
West	67500
Grand Total	352500

Annexure- A-4 Price Bid Price Bid

SI	Item	North	South	East	West	Remarks
No.	Description					
1	Quantity (sq.	55,000	107500	122500	67500	±10% of the
1		33,000	107500	122300	67300	
	ft.)					total Area
2	Unit Per Sq. Ft					
	rate (₹)					
	1000 (1)					
3	Tax (₹)					Write % and Tax
						Туре
4	Total Price					
	(₹)/sq. Ft					

I / we have understood all the terms & conditions and have made myself / our self fully Acquainted with the locations / sites of the branches & working conditions. The said terms & Conditions are acceptable to us.

Date	Name of Signatory
News	CI
Place	Seal



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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 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:

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

<mark>Mr. Tirtha Das, +919163254290</mark> 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



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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:

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.
