



BALMER LAWRIE & CO. LTD.
SBU: TRAVEL & VACATIONS
CIN-LI5492WB1924GOI004835

Request for Price Bid
Digital Marketing Campaign BU – Vacations Exotica

TENDER NO: BL/T&V/MUM/001

Due Date: 01/02/2021 at 1700 Hours IST

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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CHAPTER 1

NOTICE INVITING PRICE BIDS

Invitation of Price bids only from empaneled agencies for Vacations Exotica digital marketing, as per our requirement detailed in Scope of Work & General terms and conditions. Download Notice Inviting PRICE BIDS along with other tender documents from our site www.balmerlawrie.com It shall furnish the required information in Annexure 2 along with supporting documents, tender form and declaration of acceptance of Price Bid. All the papers put together in sealed envelope super scribing Price Bids No. BL/T&V-MUM/001 Dated “Digital Marketing Campaign”, and shall be dropped in our tender box at the given address within **01/02/2021 at 17.00 PM** and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.
SBU: TRAVEL & VACATIONS
4TH FLOOR, BALMER LAWRIE BLDG,
5- JN HEREDIA MARG, BALLARD ESTATE,
MUMBAI – 400 001**

S. No	Description	Details
1	Name of Work	Digital Marketing Campaign
2	Tender No	BL/T&V-MUM/001
3	Validity of Offer	90 days from the date of opening of the price bid
4	Campaign Period	Digital Campaign to start within one week from date of LOI or Purchase Order to be continued for next two months
5	Tender Fee	Not applicable for this tender
7	Opening of Tenders	02/02/2021 at 10.00 PM

1. 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 dropping in tender box 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.

Signature and Seal of Tenderer

2. Submission of Tender Documents

- 2.1 The tenderers are requested to carefully study all the price bid documents and conditions before quoting their rates.
- 2.2 The price bid must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 2.4 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.

Signature and Seal of Tenderer

CHAPTER 2

SCOPE OF WORK

DIGITAL MARKETING CAMPAIGN			
LEAD GENERATION - MINIMUM 1000 LEADS			
Sr. No	Platforms	Locations	Budget Allocation
1	Facebook, Instagram & LinkedIn	Mumbai, Delhi, Kolkata, Chennai, Ahmedabad, Hyderabad & Bangalore	65.00%
2	Google Search		35.00%
3	Website Maintenance for 2 months		
4	Creatives for 2 months campaign		

IMPORTANT POINTS TO NOTE:

1. The overall budget for the campaign is **Rs. 5 lakhs (Media buying + Agency Comm)**
2. Website maintenance for 2 months which includes:
 - End to end website maintenance support as & when required for current campaign related activities including patching and resolving bugs
 - Minimum 2 landing pages design & development along with all creatives.
3. Creatives for 2 months campaign which includes:
 - Campaign design & Copy
 - All campaign asset creations as per No.s in each type.
 - 6 package emailers
4. **Minimum 1000 leads are required for the campaign considering the allocation of budget i.e 65% leads from Social media and 35% leads for Google search**

CONTACT PERSON:

In case of any technical clarification/query on the tender you may contact Mr. Sanat Hegde / Pramod Naik-Desai at our Ballard Estate, Mumbai Office [CTC 022 61983359]

Signature and Seal of Tenderer

CHAPTER 3

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

Only the empaneled agency of Balmer Lawrie – Vacations Exotica appointed for digital marketing can participate in the Price Bid.

2. Submission of Bids

The bids should be submitted in single bid process. The bidders are required to fill the tender document in a format, with Price Bid and drop at tender box.

3. Tender Opening

Unpriced and price bid will be opened as per tender calendar.

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 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. Validity Period – The campaign should start within week time from the date of PO or LOI and should be run next 2 months.

6. Negotiations

- 6.1 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.

Signature and Seal of Tenderer

6.2 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.

7. 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.

8. L1 Vendor:

The L1 vendor would be decided after considering weightage as per empanelment TCR based on lowest **CPL (cost per lead)** quoted for campaign, **which is total campaign cost divided by total number of leads.**

9. Service Level Agreement:

- The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the agency to BL for duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the parameters of the agency can be measured.
- The agency and BL shall maintain a weekly contact to monitor the performance of the services being provided by the agency.

9.1 Invoice Supporting

Platform invoice from Facebook, Instagram, Google or any 3rd party platform about total amount consumed for the campaign as per channels used.

9.2 Deliverables Supporting

Access to analytics/ reports of all the used platforms for the campaigns as well as screenshots (with printouts) displaying the actual deliverables (leads or clicks or views or impressions) against the media consumed. The analytics data/report should correspond to the platform used and media consumed respectively.

Signature and Seal of Tenderer

9.3 Penalty

At the end of the campaign if the total leads (as per the allocated budget) received is less than the quoted (mentioned) in the price bid by the L1 agency, the below penalty parameter would be applicable:

Sl. No.	LEADS COUNTS	Penalty
1	>=95%	Nil
2	>=85% but <95%	10% of total media plan amount quoted
3	<85%	15% of total media plan amount quoted

The overall objective for the above parameter to obtain maximum and good quality leads to enhance the business.

10. Leads Reporting

The agency and BL will mutually agree on the format of the leads to be submitted by the agency to BL. The leads generated in a day has to be reported back to BL on the same day. If BL requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to BL.

11. Late Bids

No bidding is admissible after the bid closing date i.e. **01/02/2021 @ 17.00 pm.**

12. 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).

13. 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.

14. Payment Terms

- Payment of the media platform, agency commission and creative cost would be done post completion of the campaign.
- Payment for website maintenance would be done on monthly basis.
- The payment will be made within 15 working days, against invoices submitted (along with requisite supporting of media spend) duly approved by a Balmer Lawrie official
- No Advance payment shall be made by Balmer Lawrie.
- While making payments, taxes as applicable will be deducted. TDS certificates for the same will be made available by Balmer Lawrie.
- Payment would be made through Electronic Fund Transfer (EFT). Hence, please ensure that a bank detail submitted by you is correct or submit the latest bank details in the format available with us.

Signature and Seal of Tenderer

15. Taxes and Duties

Bidder shall pay any and all taxes which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties as applicable on the due date of the tender

16. 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.

17. 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 Labor [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.

18. Force Majeure Clause:

- Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.
- The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of contractor as to whether the deliveries have been so resumed or not shall be final and conclusive.
- Force Majeure conditions will apply on both sides.

Signature and Seal of Tenderer

19. 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:

- The bidder fails to comply with any material term of the Contract.
- 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.
- The bidder fails to deliver the item within the stipulated Delivery Period
- The bidder becomes bankrupt or goes into liquidation.
- The bidder makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the bidder.
- 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.

17. 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/T&V-MUM/001 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

CHAPTER 4

COMMERCIAL PRICE BID FORMAT

**Price Bid for "Digital Marketing Campaign “Balmer Lawrie –
Vacations Exotica”**

Attached Annexure 1

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	In case registered MSME, please provide following a. Registration Number & Copy for the same b. Whether owner belong to SC/ST category (Kindly give the details)	

Signature and Seal of Tenderer

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.

Signature and Seal of Tenderer

8. The supplier declares herewith: Legal compliance

- To comply with the laws of the applicable legal system(s).

9. 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.

10. 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.
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- 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.

Signature and Seal of Tenderer

Non-Disclosure Agreement

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each other, the parties agree as follows:

1. That Confidential Information is received by each party for purposes of establishing call centre for BL & carrying on its activities. Confidential Information is defined as meaning information of BL or the VENDOR identified as or relating to its activities, data made available or accessible, data generated during operations, business strategies, business arrangements, computer and network operations, functions and systems architecture which may be disclosed in oral, written, graphic, machine-recognizable, and/ or sample form, inclusive but not limited to any statistical data, MIS reports, client confidential information of BL. In the event of confidential information shared orally, the disclosing party will confirm, in writing within thirty (30) days after such oral disclosure. Each party shall limit dissemination of Confidential Information to only those people or employees of the Vendor, demonstrating and requiring a need to know.
2. That up to a period of 1 year after the date of termination of this Agreement, each party shall (a) restrict dissemination of Confidential Information to only those employees who must be directly involved in evaluation of the Confidential Information (b) use the same degree of care as for its own information of like importance and take reasonable care, in safeguarding against disclosure of Confidential Information.
3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of the other party.
4. At the disclosing party's request or upon termination of the Contract for setting up of Call Centre for BL [or if the proposed transaction is not consummated], the receiving party will within 30 days of receipt of such notification:
 - a) Return to the disclosing party all copies of the Confidential Information in its possession [or in the possession of its representatives/ agents/ employees], [whether in written form, electronically stored or otherwise] provided by the disclosing party;
 - b) Destroy all copies of those portions of any documents containing any Confidential Information, and
 - c) If so requested by the disclosing party, deliver to the disclosing party a certificate executed by one of its duly authorized officers confirming compliance with the return or destruction obligation.
5. The Vendor shall maintain full confidentiality of the data obtained while answering queries/ complaints of BL's customers. Under no circumstances the Vendor shall divulge/ reveal/ share such data with any third party without the prior written permission. Vendor shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of BL and shall be handed over to BL on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure only authorized personnel have access.
6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.

7. That during the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by Vendor shall be construed as CONFIDENTIAL INFORMATION which is now available to the public or is disclosed pursuant to the lawful requirement of a Government Agency disclosure is permitted by operation of law, provided that the Vendor before making the disclosure has given prior notice to BL and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.
8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of India.
10. It is understood that this Agreement does not obligate either of the Parties to enter into further or continued discussions and assumes no commitment, financial or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED:
Balmer Lawrie & Co Ltd

XXXXXXXXXXXXXXXXXX

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____