



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

**SBU: Greases & Lubricants**

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

**Phone- (033) 24500158, Fax- (033) 2439 2277, E-mail: [tiwari.abhishek@balmerlawrie.com](mailto:tiwari.abhishek@balmerlawrie.com)**

## **TENDER ENQUIRY DOCUMENT**

**Sub:** Limited Tender Enquiry for various **Balmerol® Premium Pen in customised packing** for Balmer Lawrie & Co. Ltd.

Tender No. : GLK/TE17/310  
Tender Price : Nil  
Date of Notificación : 08.02.2018  
Last date and time for receipt of tender : 17.02.2018 at 02:30 hrs IST

### **Introduction**

Balmer Lawrie & Co. Ltd. [hereinafter referred to as BL] invites hard bid only from BL registered vendors who are authorised printers having adequate infrastructural facilities along with financial capabilities and ready to supply Balmerol® Automotive Brochure as per the

- Specification –Annexure A-1,
- General terms & conditions –Annexure A-2,
- Price Schedule –Annexure A-3,
- Annexure 4- Form of declaration by the Bidder

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

Thanking you,

Yours faithfully,  
For Balmer Lawrie & Co. Ltd.

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

Encl.: As above

### **Note:**

- BIDDERS ARE ADVISED TO STRICTLY CONFIRM COMPLIANCE TO ALL TENDER CONDITIONS WITHOUT ANY DEVIATION / CONDITIONS IN THEIR OFFER. SUBSEQUENT TO BID SUBMISSION, BALMER LAWRIE MAY NOT SEEK CONFIRMATIONS / CLARIFICATIONS AND ANY /ALL BID(S) NOT IN LINE WITH TENDER CONDITIONS WILL BE LIABLE FOR REJECTION.
- Bidders are requested to download the tender document and read all the terms and conditions mentioned therein and seek clarification, if any, from Shri. Abhishek Tiwari.
- **Price Bids received via mail/Fax/hard copy will be summarily rejected**



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### Annexure- A1 Specifications

#### 1.0 Technical Specifications for Premium Pen

Sl. No.	Parameters	Quantity	Brand
1	<ul style="list-style-type: none"><li>Exquisite stainless steel body for extra durability with Chrome plated clip.</li><li>Button action fitted with standard ball point refill.</li><li>Finish: Gloss</li><li>Body Material: ABS Plastic &amp; Steel</li><li>Pen Opening :Push Mechanism</li><li>Ink and Cartridge</li><li>Ink Color:Blue</li><li>Replaceable Refill:</li><li>Nib : Tungsten Carbide (TC) ball</li><li>Dimensions</li><li>Width (mm): 12.75</li><li>Height (mm): 128.3</li><li>Weight: &lt;50 gms</li><li>Warranty:</li><li>2 Years warranty against manufacturing defects.</li></ul>	1,000 no's	Parker Jotter Standard GT Ball Pen (Black) or equivalent



#### **Pl. Note**

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

FOR Destination Rate Required for the following items and locations					
S. No	Item	Kolkata	Chennai	Mumbai	Gurugram
1	REGION wise allocation	25%	25%	25%	25%
Note: Maximum 20% of destination wise quantity reallocation with total tender quantity remaining unchanged to be acceptable to the vendor					

- 2) The Entire Job will cover putting the pen in a customized box giving a look of Balmerol® Branded gift pack box.  
3) All items will also carry warranty card inside each box from the original manufacturer.  
4) The company reserves the right to alter the number of Pen to be procured based on cost considerations and economy of scale.  
5) Exact Packing instructions and delivery address will be shared post finalization of order.



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- 6) Artwork in PDF or AI file will be provided by BL over mail /CD
- 7) Vendor needs to take approval on the dummy sample/e sample before executing the full production.

### **Annexure A-2**

#### **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: [tiwari.abhishek@balmerlawrie.com](mailto:tiwari.abhishek@balmerlawrie.com)

- 2) **Qualification / Eligibility criteria**

The bidders satisfying the following qualification norms shall **only** be considered.

- a. 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.
- b. Submit a copy of currently valid certificate of authorised distributorship/ retailer ship from the principal manufacturer or distributor for sale of said items in India.

Necessary documents in confirmation of fulfillment of above qualification / eligibility criteria are required to be submitted by the vendor in the form of declaration as per Annexure-4.

- 3) **Financial Evaluation Process :**

- a. Vendors are required to quote strictly as per the price bid format.
- b. Please do not indicate 'Extra', 'Extra at actuals', 'Actuals' etc. Quote exact price per unit and taxes.
- c. Orders will be placed for 100% quantity on L1 for tendered item as per the specifications
- d. 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) **EMD/SD:** --NIL. Tenderer (s) registered as MSME/SSI/NSIC are exempted from EMD but are required to provide valid proof (duly certified hard copy of details / information declared) of their status.

- 5) **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.



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- 6) **Submission of Hard copies of Tender/Bid** : The bidder shall submit the bid before due date .The hard copy along with relevant documents required, in a sealed envelope along with signed and seal tender enquiry hard copy as an acceptance of T&C on or before the due date superscripting the envelope with 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. 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.
- 7) **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 website: balmerlawrie.com platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- 8) **Compliance with Regulations**
- a. Vendor shall warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, dispatched, 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.
- b. 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.
- 9) **Termination of contract** In the event of dissatisfactory performance, BL reserves the right to terminate the contract without any notice. In this eventuality, the Security Deposit will be forfeited.
- 10) **Payment terms**: BL does not pay any Advance Payment. 100% payment within 30 days of successful completion of supply and submission of invoice with required documentary evidence as per tender terms.
- 11) 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.
- 12) 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.
- 13) **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.
- 14) **Delivery Time Schedule**: -The delivery should be made within **21 days** from the date of issue of Purchase Order (PO) or LOI whichever is earlier at site execution and ensure the supply need to begin on parallel and simultaneously for the entire four regions. It is the duty of the short listed agency to provide efficient and time bound delivery in the all the locations for the smooth execution without any delay.



- 15) Quality & Quantity of the material:** Quality of the material supplied should be as per standard given in Annexure A. 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.
- 16) Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 17) 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.
- 18) Delivery Location, working days & hours:** - The delivery is FOR as per the locations mentioned above.
- 19) Factory Rules:** - Supplier personnel have to abide by the Balmer Lawrie & Company, Greases and Lubricants, Kolkata factory rules and regulations.
- 20) Offers & Enclosures:** The offers submitted by 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.
- 21) Taxes & Duties:**
- Bidders must indicate the nature of taxes & duties applicable for the supply and quote the amounts of Taxes and Duties as applicable separately.
  - Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, the bid will get rejected.
  - Successful bidders / Suppliers will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to BL.
- 22) 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 provisional 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.



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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.

**23) 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 price quoted shall remain valid till the supply is completed.

**24) 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.

**25) 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 performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

**26) 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.

**27) 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.



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**Annexure- A-3**

**Price Bid**

Sl No	Item Description	Parker Jotter Standard GT Ball Pen (Black)	Remarks/or equivalent reputed high quality brand as per the specs and the reference image
1	Quantity (No's)	1000	
2	Unit Rate (₹) /per Piece		FOR Destinations Please see the region wise distribution
3	GST Rate in %age		Write %
4	GST Amount (₹)		
4	HSN Code/SAC Code		Write Code
5	Total Price (₹)		FOR rate as per the destination mentioned

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

**Date**

**Name of Signatory**

**Place**

**Seal**



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#### **Annexure 4**

#### **Form of declaration by the Vendors**

#### **1) Particulars of the Company**

- a) Name of the Company :  
b) Type of company :  
(Partnership / Private Ltd. / Public Ltd. Please enclose certificate of Incorporation)  
c) Full Address :  
d) Phone :  
e) Fax :  
f) Contact Person's Name :  
Mobile No. :  
E-mail :

#### **2) Statutory Registration and Approvals**

Sl. No	Approvals / Registrations	Registration/ license No	Valid up to
1	MSME		
2	MSME – SC/ST		
3	NSIC / SSI		
4	Income Tax [PAN No.]		
5	GSTN [Registration No ]		

#### **3. Other Information**

- a) Does the company have business with any other unit of Balmer Lawrie? : Yes / No (If yes, attach details.)  
d) Has the Company put in "Holiday List" / debarred / technically rejected by any Public Sector Enterprises: (If yes, give details).

We certify the above information is true to the best of our knowledge.

(Authorised Signatory)

Date:

#### **List for enclosures**

1. The complete tender document excluding price bid & including Annexures duly signed and stamped as token of your Acceptance Sign & Seal on each and every page of Tender enquiry document as an acceptance of the tender terms & condition.
2. Copy of VALID MSME/ NSIC / SSI unit certificate as applicable, mentioning the items quoted for along with monetary limit.
3. Copy of Valid authorised Distributorship/Reseller.