



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

TENDER ENQUIRY DOCUMENT

Sub: Limited Tender Enquiry for **Balmerol®** branded Premium Compliments in customized packing for Balmer Lawrie & Co. Ltd.

Tender No. : GLK/TE18/289
Tender Price : Nil
Date of Notificación : 16.11.2018
Last date and time for receipt of tender : 26.11.2018 at 17:00 HRS (IST)

Introduction

Balmer Lawrie & Co. Ltd. [hereinafter referred to as BL] invites hard bid only from BL registered vendors who are suppliers of compliments of brand of repute having adequate infrastructural facilities along with financial capabilities and ready to supply Balmerol® Premium compliments

- Specification –Annexure A-1,
- General terms & conditions –Annexure A-2,
- Price Schedule –Annexure A-3,

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

Sl. No.	Parameters	Quantity
	<p>Compact travel organizer with multiple storage pockets to organise passports, boarding pass, cash & currency, cards and pen efficiently.</p> <ul style="list-style-type: none">• Item Height 5.1 Cms• Item Length 30.5 Cms• Item Width 15.2 Cms• Volume Capacity 0.5 ltr• Item Weight: 249 Gms±5%• Material: Nylon ,durable fabric for cleaning ease/ Water Resistance• Pocket to keep up to 2 passports• Name card holder & loop for pen• Pocket for SIM card camera SD card• 6 pockets to keep credit debit cards• Separate pockets to keep coins and currency• Outside quick access mesh pocket for scanning boarding pass during check-in.• Attached handle for carrying ease• Lock : Butterfly Lock• Closure Zipper• 6 Month warranty cover against any manufacturing defect	80 no's
1	<p>Premium Pen</p> <ul style="list-style-type: none">• Grip Diameter : 11 mm,• Pre-installed ink colour : Black,• Tip Click propel/repel mechanism• Product material : Metal, Pen• Colour : Black• Gloss finish with a silk screen Scuderia Ferrari logo• Dimensions: Width:0.46 inches / 11.7 mm / Length:5.37 inches / 136 mm• Weight:0.76 oz. / 22 grams• Includes 1 Medium Black Ballpoint Refill installed in pen; extra refills available in colours• Warranty: 2 Years warranty against manufacturing defects.• Package measurements: Width : 6.5cm /Length:18cm/Thickness : 4cm	60 no's
	<p>Traveller's Journal with Leatherette cover,</p> <ul style="list-style-type: none">• vintage style with snap tab closure,• includes two 64 pages refillable (one ruled & one plain),• Refillable 100gsm off-white paper notepads,• Fountain pen friendly,• 1 zip pouch + 12 card slots,• 1 transparent note sleeve,• Handy size,• Rounded corners,• Product measurements -• 12CM width, 19.2CM length & 1.3CM thickness	60 no's



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Representative Picture



Pl. Note



- 1) The rates quoted will be FOR Kolkata.
- 2) The Entire Job will cover putting the compliments in a gift box /sleeve 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) Artwork in PDF or AI file will be provided by BL over mail /CD
- 5) 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,



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2) **Qualification / Eligibility criteria:** The bidders satisfying the following qualification norms shall **only** be considered.

- a. Bidder should be a Registered Vendor with BL.
- b. The Bidder/party must have work experience of successfully executing similar nature of job of printing and supplying for PSUs/Central govt. /State govt. /National fame brands during any of the last three years ending on last day of the month immediately previous to the month in which last date of bid submission falls, should be considered as per below:
 - i. One similar order of minimum job value of minimum Rs.1 Lakh or
 - ii. Two similar completed works each costing not less than the amount equal to Rs.60,000/- or
 - iii. Three similar completed works each costing not less than Rs. 40,000/-

Against proof of work experience, the following self-attested documentary evidence must be submitted. Work Order/Payment Voucher/completion certificate issued by competent authority of any other Public Sector Undertaking/Govt. Department/National Fame Brands.

Note: "SIMILAR NATURE" of Job means "experience in supply of premium compliments like high quality Pen /Premium Note Book /Bags / Passport Folders etc." manufactured /distributed or supplied at any time during the contractual period.

- c. Submit a sample (on returnable basis) of the proposed actual supply of item, place a sticker with TE No. and Bidder name.
- d. Submit a copy of currently valid certificate of authorised Manufacturing or distributorship or authorised retailer ship from the principal manufacturer or distributor for sale or manufacture of said items in India/Region.

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

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 item wise L1 bidder as per the specifications
- d. If two or more L1 bids are received for same item, the L1 bidders will be asked to resubmit their bids in hard copy in sealed envelope within 48 hours.

4) **EMD/SD: --NIL.**

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

Qualification Criterion: MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.



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Micro & small scale manufacturing units, registered under MSME/ NSIC, also complying clause no: 22. an in the tender are exempted for submission of EMD amount.

Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed 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 up to maximum 20 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority

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.
- 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



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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 BL Kolkata Office on FOR basis. 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.
Immediately after dispatch of the materials, the supplier must forward the scan copies the following documents to
 - a) Commercial Invoice
 - b) Consignment Note issued by the transporter/courier agency
 - d) Contact number of the transporter/Courier agency along with docket number for tracking the consignment by us.Delivery is the essence for the order. It is understood that the vendors must have taken due consideration while quoting the same.
- 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 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.

21) Taxes & Duties:



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- 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.

22) GST Compliance and other compliance with regulations:

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.

Vendor shall warrant that all goods and services covered by this agreement / contract shall have been produced, sold, supplied, dispatched, delivered in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

All unutilized / expired road permits shall be returned to the issuing unit.

All laws and regulations required to be incorporated in this character are hereby deemed to be incorporated by these references. BL and their authorised representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods covered by this agreement / contract.

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 –



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War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lightning 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:** Disputes or differences arising out of or in relation to agreement/ contract shall be referred to the Chairman & Managing Director (C&MD) of BL who may either act himself as Sole Arbitrator or nominate some officer of BL to act as an Arbitrator to adjudicate the disputes and differences between the parties (except those in respect of which the decision of any person is by the contract expressed to be final and binding).

The vendor shall not be entitled to raise any objection to the appointment of such officer of BL as the sole arbitrator on the ground that the said officer is an officer of BL or that he/she in the course of duties as an officer of BL. He / She has/had expressed views on all or any of the matters in dispute or difference.

The award of the arbitrator shall be final, conclusive and binding on all the Parties to the agreement subject to the provisions of the Arbitration Act, 1996 and the rules made thereunder for the time being in force.

The award shall be made in writing and published by the Arbitrator within six months of entering upon the reference or within such further time mutually extended by the parties. The arbitrator shall have power to order and direct the parties to abide by, observe and perform all such directions as the arbitrator may think fit and proper to issue having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principles of Natural Justice.

The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and differences and in particular shall make separate awards in respect of each claims or cross claims of the parties.

The arbitrator shall be entitled to direct any of the parties to pay the costs of arbitration in such manner and to such extent as an arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration whenever called upon to do so shall be bound to comply with such direction without any demur.

Notwithstanding anything contained in any other law, the Parties hereby agree that the jurisdiction of the order / contract/ agreement shall lie solely with the high court in the city of Kolkata alone. The court shall



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have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator shall be filed in this court.

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.

Annexure- A-3

Price Bid

Sl No	Item Description	Compact Travel organizer	Premium Pen	Traveler's Journal	Remarks/or equivalent reputed high quality brand as per the specs and the reference image
1	Quantity (No's)	80	60	60	
2	Unit Rate (₹) /per Piece				FOR Destinations Please see the region wise distribution
3	Sub Total				
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