



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) 2450 5405, Fax- (033) 2439 2277, E-mail: tiwari.abhishek@balmerlawrie.com

LIMITED TENDER ENQUIRY

The tendered item(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM (Report Id: GEM/GARPTS/08122020/FBJP3O2QWFVS, Generated On: 08/12/2020, Valid till: 01.01.2021).

Tender No. : GLK/TE20/197

Date : 10.12.2020

Due date : 15.12.2020

Time : 17:00 hrs IST

Introduction

Balmer Lawrie & Co. Ltd. [hereinafter referred to as [BL] invites hard bid only from BL registered vendors who are experienced supplier of Branded Organiser.

In light of the above financial hard bid are invited from experienced and reputed supplier as per the

- Technical Specifications –Annexure 1
- General terms & conditions –Annexure 2
- Price Schedule –Annexure 3

You are requested to submit your competitive offer along with supportive 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.
- **Price Bids received via mail/Fax/hard copy will be summarily rejected**



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Annexure -1

Technical Specifications of Balmerol® branded Organiser

- Premium leatherette case
- Branded metal snap-tab
- Case dimensions: 200 mm X 120 mm
- Inside quikfill 80 GSM/190 mm X 105 mm
- 72 sides/36 sheets, numbered pages, round corners.
- Contrast centre spread
- Perforated tabs
- Centre saddle stitch
- Smooth round edges
- Dual riverted loop for durability
- Utility pouches (Card Holder & Zip Pouch)
- Branding: Laser engraving of Balmerol Logo on Top Right Corner.



- Quantity: 225 no's ± 15%

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

Location	Address	Balmerol® branded Organiser Quantity
KOLKATA	Balmer Lawrie & Co. Ltd. SBU: G&L, P-43 Hide Road Extension, Kolkata-700088.	225 ± 15%

Annexure -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
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2) Financial Evaluation Process :

- Purchase order will be based on L1 rate as per the specifications.
- L1 Bidder would be determined for item considering total net outflow to the company.
- 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.

- 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

4) Earnest Money Deposit (EMD) : N.A

5) Provisions for Micro and Small Enterprises (MSE) :

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

- Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
- Preference for Price Quotation in tenders: Qualifying 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 particular grade(s)/item(s) at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band (L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid."

Qualification Criterion for MSE's for availing the above benefits:

- MSE vendor must confirm that UAM No has been uploaded on **CPPP website** as required by Ministry's circular no F: No 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhaar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.
- The above mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.



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Bidder should read Government Notification dated 1st, June'2020 in respect of "New Definition of MSE" as under before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES
NOTIFICATION

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
 - (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;
- This notification shall come into effect from 01.07.2020.

- 6) **Submission of Tender/Bid:** Bid to be submitted in hard copy in a sealed envelope along with **signature and seal** 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.
- 7) **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.
- 8) 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.
- 9) 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.
- 10) **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 or delay in submission of hard copy.
- 11) **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.
- 12) **Delivery Time Schedule:-**The delivery should be made within **15 days** from the date of issue of Purchase Order (PO) or LOI whichever is earlier.



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- 13) 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.
- 14) Jurisdiction:** All disputes are subject to Kolkata jurisdiction.
- 15) 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.
- 16) Delivery Location, working days & hours:** The delivery on site FOR Balmer Lawrie & Co. Ltd. SBU: G&L, P-43 Hide Road Extension, Kolkata-700088 on working day.
- 17) Factory Rules:** Supplier personnel have to abide by the Balmer Lawrie & Company, Greases and Lubricants, Kolkata factory rules and regulations.
- 18) 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.
- 19) 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.
- 20) 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



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SRL NO	STATE	DEPOT	ARN	PROVISIONAL ID
1	WEST BENGAL	KOLKATA	AA1901170019178	19AABCBO984E1ZS

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.

21) 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.

22) 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.

23) 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.

24) 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.

25) 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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26) 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.

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

Annexure- 3
Price Bid

S.No	Item	Qty in Nos	Rate/Pcs	Total Basic Amount	GST Rate	GST Amount	Total
1.	Balmerol® Branded Organizer	225 ± 15%					

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 & Seal

Place: