



**Balmer Lawrie & Co. Ltd.**

**(G & L- SILVASSA)**

(A Government of India Enterprise)

Survey No.201/1,Saily, Silvassa -396230(D & NH)

Phone- 9099084731(Ext-12) , E-mail - [srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com)

**TENDER ENQUIRY**

**Tender No. GLS/TE20/021**

**Date: - 28/08/2020**

**Due date:-02/09/2020 till 6.00 PM**

**Subject:- Supply of 400 Nos. [+/- 10%] of Disposable one time use Local Make Plywood.**

Sealed Price Bids are invited from our registered vendors for supply of 400 Nos of Disposable one time use Local Make Ply Wood of size 8' x 4' and 6 mm Thickness on immediate delivery basis. Offers over Fax/e-mail offers are not acceptable.

Your offer, complete in all respect furnishing above details should be submitted Offline in sealed envelop on FOR BASIS/Door Delivery basis including loading and unloading charges and your offer should reach us on or before due date on below given address.

Mr. Shobhit Srivastava  
Balmer Lawrie & Co. Ltd.  
Survey No. 201/1 Sayli  
Silvassa-396230  
Ph No 9099084731 Ext 12

**Declaration for GeM**

“The tendered item as per our specification is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”

**General Terms & Conditions**

**Provisions for Micro, Small and Enterprises (MSE) :**

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

- a. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
- b. 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.”



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

- a. MSE 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 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 Aadhar 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.  
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- b. 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.
- c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

Bidder should read **Government Notification dated 1<sup>st</sup>, 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, Section3, 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;



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This notification shall come into effect from 01.07.2020.

**Price bid over email/fax /sealed envelope are not acceptable & bidder has to quote the price on our e-proc portal only.**

- 1.2 **Delivery schedule:** - The expected delivery period for the supply of all the items within 7 days from the date of Purchase Order (PO) or LOI which ever is earlier. However, the short/early delivery period quoted by bidder for the job(s) may be preferred. The delivery shall be made to our works at **Grease & Lubricant Division, Survey NO. 201/1, Saily Village, Silvassa - 396230**
- 1.3 **Jurisdiction:** - All disputes are subject to Silvassa jurisdiction.
- 1.4 **Liquidated damages :-**In case of failure to deliver the item (of acceptable quality) by the successful vendor, as per the delivery schedule, deduction/Penalty as 0.5% of Purchase Order Value per week subject to a maximum of 5.0% shall be applicable.
- 1.5 **After sales service:** -Not Applicable
- 1.6 **Price schedule:** - Price bid over email/fax or in sealed envelope are not acceptable and bidder has to quote the price bid in sealed envelope only.
- 1.7 **Payment terms:** - (i) 100% on 30 days credit from the date of receipt of material.
- 1.10 **Validity of offer:** - The offers shall remain valid for a period of 30 days from the date of closing/due of the tender.
- 1.11 **Selection & placement of offer :-** Purchase/work order should be placed on a single technically & commercially qualified vendor, whose per unit landed cost would be lowest. MSE Clause would be applicable and split of order would be made as per MSE Clause only.
- 1.12 **Arbitration**

If any dispute or difference arises between the supplier and seller as to the interpretation of the terms of the contract, the same shall be referred to an arbitrator appointed by C&MD of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and / or any other amendments thereafter.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.



#### **1.14 GST Formalities and compliance with Regulations**

Bidder shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor 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.

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit.

***“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.”***

#### **1.15 Force-majeure**

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities.

##### **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 should not be responsible for any claims/problems arising out of this.

##### **Disclaimer Clause:**

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. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and



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scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

**TENDER CANCELLATION CLAUSE:** Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

**Factory Rule:** Your engineers/ workmen have to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

**Responsibility of the vendor:** The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work or during the delivery of goods and shall be liable to indemnify the value of such damaged property and/or machinery.

Vendor's company:

Contact Person:

Contact Number:

Signature with official  
stamp