

BALMER LAWRIE & CO. LTD.  
SBU : GREASES & LUBRICANTS  
P-43 HIDE ROAD EXTENSION  
KOLKATA 700088  
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## TENDER ENQUIRY

Tender No. GLK/TE20/133  
October 07, 2020

Dear Sirs

Please arrange to send your sealed competitive offer [fax/e.mail offer not accepted] for supply of 6 mm thickness Ply Wood.

A] 100 nos 8' x 4' and 6 mm thickness of Ply Wood

**Delivery Schedule:** Within 15 days to reach our **G&L Kolkata** factory from the date of Purchase Order/LOI.

Payment terms : 30 days from date of receipt of material.

Your offer should be on door delivery (at our Kolkata plant) basis clearly specifying basic price, freight charges, GST percentage, material HSN number, delivery period, packing size, if any, etc.

***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***

**Validity:** Your offer should be valid for our acceptance for a minimum period of 20 days from the due date unless specified otherwise.

### **LD Clause**

In the event the material is not received within the specified days mentioned above, a pre-determined liquidated damages will be applicable @ 0.5% per week subject to 5.0 % maximum of PO for the delivery portion in each lot.

### **Taxes & duties:**

All applicable statutory levies, duties and taxes like GST % to be mentioned clearly in the offer.

***"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."***

### **Basis of selection and Allocation of order Quantity**

The basis of selection of vendors and allocation of order quantity shall be as under.

- a) The price offers of only those vendors to be considered, those who are agreed to supply labels as per our given specifications as well as tender terms only without any deviations.
- b) The closed bids after the due date of tender shall be used for grading the bidders. The lowest quoted bidder in the closed bids shall be designated as "L1" & full quantity of the grade shall be allocated to them after netting off as per MSE clause.
- c) The bidders have no right to claim / disclaim or dispute anything during / in this process.

### **Compliance with Regulations**

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.

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.

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable.

### **Termination of contract**

In the event of dissatisfactory performance, BL reserves the right to terminate the contract without any notice.

### **Force Majeure**

Any delay in or failure of the 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 7 days on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. Such period of time shall be extended by the buyer to enable the Vendor to deliver the items within such extended period of time.

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. Any such event, whenever it occurs, provided that it prevents, affects or delays the party in performing contractual obligation, shall justify the claim of Force Majeure.

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

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."

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.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 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.
- 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 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:—

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;

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

**Offer shall clearly indicate the following:**

1. Material is hazardous or not for users health?
2. Does product cause any kind of environmental pollution?

3. System to control air emissions, effluents and hazardous waste disposal system to comply with regulatory requirement?
4. Do any of your operations results in the creation of hazardous waste? If yes, is there a system in place to identify and properly dispose of hazardous waste?

**Note:**

1. Order quantity may be split or changed as per requirement.
2. **Quality Assurance:** Any defective supply reaching our works shall be taken back by the vendor within 7 days of informing after the same is intimated. Replacement supply to be made within 7 days.

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.

Only Registered vendors can participate in this tender. Any other unregistered vendors willing to participate for the item may register themselves for participation in future tenders.

**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.

You may inspect the sample on any working day between 10 AM to 4 PM before due date at Stores Deptt. [Mr. Amit Panda].

Your offer superscribing the above reference number should reach us in **sealed envelope latest by 17.10.2020.**

Thanking you,

Yours faithfully,  
f/Balmer Lawrie & Co. Ltd.

Suranjan Ghosh