



Balmer Lawrie & Co. Ltd.

(G & L- SILVASSA)

(A Government of India Enterprise)

Survey No.201/1,Sayli, Silvassa -396230

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

TENDER ENQUIRY

Tender No. GLS/TE20/062

Date: - 16/02/2021

Due date:- 26/02/2021 till 6.00 PM

Dear Ma'am/Sir,

Subject__Supply of various type of Bolt and Screw at Silvassa

Sealed offers are invited for the subject supply from our registered vendors as per the **General Terms & Conditions** & Technical Specification and Price Bid Schedule are mentioned in Annexure-A,B,C& D.

Declaration for GeM :-

"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."

Kindly send your bid in sealed envelop along with all the supporting documents and tender enquiry duly signed and stamped on or before the due date.

For Balmer Lawrie & Co. Ltd.

Manager (Purchase)



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General Terms & Conditions

Annexure-A

1.1 Submission of offer: Submission of offer: - Bidder shall submit their price bid in a single bid/envelope, superscripting the envelope with tender no., date & due date along with following enclosures-

[i] Covering letter

[ii] Signed and Stamped tender document as a token of acceptance of tender terms.

[iii] technical details of make offered

[iv] Bid Security Declaration:

1.2 a) Bid Security Declaration: -

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

Penal Action in case any withdraws or modifies the bid after tender due date:

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable."

1.2 b) Preference to Make In India Policy –

"Class I Local Supplier" will be given purchase preference as per preference to Make In India Order of Govt. Of India (Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT). However, this preference would be applicable only for bidders who meet the PQC and are technically qualified . This preference will be applicable after netting off the quantity allowed to qualified MSE bidder (if any), as per the MSE clause of the Tender.

Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under:

"Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class – I local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – II local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate from the statutory auditor of the company or from a practicing cost accountant or practicing chartered accountant regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

S.No.	Item Description	% of Local Content in your product



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Verification of local content

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

1.2 c 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.

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.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.

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.



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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:—

- (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.

1.3 Jurisdiction: - All disputes are subject to **Kolkata** 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 Price schedule: - Price bid over email/fax are not acceptable and bidder has to quote the price in sealed envelope only

1.6 Payment terms: - 100 % of PO value on 30 days credit after complete supply & acceptance of material on submission of bill.

1.7 Guarantee Period: -12 months from the date of successful supply of total material as per PO. During this guarantee period the performance of the supplied item has to be in line with the expected / agreed quality as per tender/PO and if not then vendor has to replace the total supply at NO EXTRA COST TO BL and to the satisfaction of BL/tender.

1.8 Validity of offer & Completion Period: - The offers shall remain valid for a period of 30 days from the date of closing of the tender and successful bidder has to complete the job within 30 days from the date of LOI/PO.

1.9 Selection & placement of offer :- Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order should be placed



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on a single technically & commercially qualified vendor in each category/Annexure separately and vendors are free and can opt to quote in any or all category [Annexure A,B & C] but in each category/Annexure, it is mandatory to quote for all items else incomplete bid would not be considered for final evaluation.

1.10 Arbitration

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co. Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

1.11 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."

1.12 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



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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.

1.11 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.

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

1.13 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.

1.14 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.

1.15 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 and shall be liable to indemnify the value of such damaged property and/or machinery. Vendor has to follow all HSE Norms of the company.

For Balmer Lawrie & Co. Ltd.

Manager (Purchase)



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Price Bid Schedule

GLS/TE20/062 Dt 16/02/2021				Annexure- B,		
SI No.	Description of Materials	Qty	UoM	HSN Code	Unit Rate	Amount
A	Bolt-Nut with Hardened Plain Washer & Spring-Lock Washer Complete set. (Make: Unbrako/TVS)				Rs/UoM	Rs
1	M4 x 50mm long, Gr. 8.8, Full Thread(FT) , Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	100	Nos			
2	M4 x 50mm long, Gr. 8.8, Half Thread(HT) , Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	100	Nos			
3	M6 x 50mm long, Gr. 10.9, FT , Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	100	Nos			
4	M6 x 50mm long, Gr. 10.9, HT , Hex Head, High tension bolt with Single Nut +Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	100	Nos			
5	M8 x 50mm long, Gr. 10.9, FT , Hex Head, High tension bolt with Single Nut +Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	200	Nos			
6	M8 x 50mm long, Gr. 10.9, HT , Hex Head, High tension bolt with Single Nut +Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	200	Nos			
7	M8 x 75mm long, Gr. 10.9, HT , Hex Head, High tension bolt with Single Nut +Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	100	Nos			
8	M10 x 50mm long, Gr. 10.9, FT , Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	200	Nos			
9	M10 x 75mm long, Gr. 10.9, HT , Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	200	Nos			
10	M12 x 50 mm long, Gr. 10.9, FT , Hex Head,High tension bolt with Single Nut +Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	200	Nos			



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11	M12 x 75 mm long, Gr. 10.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	200	Nos			
12	M16 x 50 mm long, Gr.10.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	200	Nos			
13	M16 x 75 mm long, Gr. 10.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	300	Nos			
14	M16 x 75 mm long, Gr. 10.9, HT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	300	Nos			
15	M16 x 100 mm long, Gr. 10.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	100	Nos			
16	M16 x 100 mm long, Gr. 10.9, HT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	300	Nos			
17	M16 x 300 mm long, Gr. 10.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	4	Nos			
18	M20 x 75 mm long, Gr. 10.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	20	Nos			
19	M20 x 100 mm long, Gr. 10.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	20	Nos			
20	M20 x 100 mm long, Gr. 10.9, HT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	20	Nos			
21	M20 x 300 mm long, Gr. 12.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	4	Nos			
22	M24 x 300 mm long, Gr. 12.9, FT, Hex Head, High tension bolt with Single Nut + Two Hardened Plain Washer + 1 Spring-Lock Washer, Complete set.	4	Nos			
23	GI Anchor Fastener 1/2Inch x 6Inch	50	Nos			



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B	Sub total Value		
C	P&F on Lump Sump Basis for Items given in Annexure-B only		
D	Delivery charges if any for items given in Annexure-B only (On door delivery basis including loading, unloading etc.)		
E	GST as applicable @.....%		
F	Total cost committed		



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Tender No. GLS/TE20/062 Date 16/02/2021

Price Bid Schedule

Annexure-C

SI No.	Description of Materials	Qty	UoM	HSN Code	Unit Rate	Amount
A	Socket Head Cap Screw, Gr. 12.9 (Make: Unbrako/TVS)				Rs/UoM	Rs
1	M2 X 12mm	60	Nos			
2	M2.5 X 40 mm	60	Nos			
3	M3 X 40 mm	80	Nos			
4	M4 X 50mm	80	Nos			
5	M5 X 50mm	80	Nos			
6	M5 X 100mm	80	Nos			
7	M6 X 30mm	80	Nos			
8	M6 X 50mm	80	Nos			
9	M6X 75mm	80	Nos			
10	M6 X 100mm	50	Nos			
11	M6X 150mm	20	Nos			
12	M8 X 30mm	80	Nos			
13	M8 X 50mm	80	Nos			
14	M8 X 75mm	80	Nos			
15	M8 X 10mm	50	Nos			
16	M10 X 50mm	40	Nos			
17	M10 X 100mm	40	Nos			
18	M10 X 150mm	10	Nos			
19	M12 X 50mm	50	Nos			
20	M12 X 75mm	50	Nos			
21	M12 X 100mm	20	Nos			
22	M14 X 75mm	50	Nos			
23	M14 X 100mm	20	Nos			
24	M16X 50mm	25	Nos			
25	M16X 100mm	10	Nos			
B	Sub total Value in Rs					
C	P&F on Lump Sump Basis for items given in Annexure-C					
D	Delivery charges if any for items given in Annexure C (On door delivery basis including loading, unloading etc.)					
E	GST as applicable @.....%					
F	Total cost committed in Rs					



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Tender No. GLS/TE20/062 Dt 16/02/2021

Price Bid Schedule

Annexure-D

SI No.	Description of Materials	Qty	UoM	HSN Code	Unit Rate	Amount
A	Socket Set Screw(Grub Screw), Knurled Cap Point, Mechanical Properties class 45h(Aprox). (Make: Unbrako/TVS)				Rs/UoM	Rs
1	M3 X 10 mm	50	Nos			
2	M3 X 20 mm	50	Nos			
3	M4 X 10mm	50	Nos			
4	M4 X 20mm	50	Nos			
5	M5 X 5mm	40	Nos			
6	M5 X 10mm	40	Nos			
7	M5 X 20mm	40	Nos			
8	M5 X 30mm	40	Nos			
9	M5 X 40mm	40	Nos			
10	M6 X 6mm	40	Nos			
11	M6 X 10mm	40	Nos			
12	M6 X 20mm	40	Nos			
13	M6 X 30mm	40	Nos			
14	M6 X 40mm	40	Nos			
15	M8 X 8mm	40	Nos			
16	M8 X 10mm	40	Nos			
17	M8 X 30mm	40	Nos			
18	M8 X 40mm	40	Nos			
19	M10 X 10mm	30	Nos			
20	M10 X 20mm	30	Nos			
21	M10 X 30mm	30	Nos			
22	M10 X 40mm	30	Nos			
23	M10 X 50mm	30	Nos			
24	M12 X 12mm	30	Nos			
25	M12 X 30mm	30	Nos			
26	M12 X 50mm	30	Nos			
27	M14 X 20mm	10	Nos			
28	M14 X 40mm	20	Nos			
29	M16X 20mm	10	Nos			
30	M16X 50mm	10	Nos			
B	Sub total Value in Rs					
C	P&F on Lump Sump Basis for items in Annexure-D					
D	Delivery charges if any for items in Annexure-D only. (On door delivery basis including loading, unloading etc.)					
E	GST as applicable @.....%					
F	Total cost committed					



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Declaration by the bidder on Letter Head

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No Tender No: **GLS/TE20/062 Dt 16/02/2021 and** hereby confirm our acceptance of the same.

We are class __ local supplier since our local content is ____ % in this product.

We accept Bid Security Declaration Clause and we will not modify/change our bid within next 15 days from the date of opening of bids and if we fail to do so then we accept penal action as per clause mentioned in tender.

Place :

Signature :

Date :

Name :

Designation :

Seal :