



**Balmer Lawrie & Co. Ltd**

(A Government of India Enterprise)

SBU : Greases & Lubricants Division, Manali, Chennai 600 068.

Phone:044-25946621, Fax No: 044-25941436,

EMAIL: [santhanakrishnan.pg@balmerlawrie.com](mailto:santhanakrishnan.pg@balmerlawrie.com), website: [www.balmerlawrie.com](http://www.balmerlawrie.com)

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**Ref: GLC/TE21/001**

**Dt: 19/06/2021**

**Due date: 29/06/2021**

*"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."*

To  
All Eligible Vendors.

Dear Sirs,

**Sub: Supply and Installation of ZEBRA ZT420-203 DPI Printer HEAD - Quotation called for.**

We require approximately **of ZEBRA ZT420-203 DPI Printer HEAD - (2 nos)** to be supplied and installed at site as per our delivery schedule for the specified period.

Kindly send us your most competitive offer in sealed cover superscribing the envelope "**Quotation for ZEBRA ZT420-203 DPI Printer HEAD**"- GLC/TE21/001 dt: 19/06/2021 due date : 29/06/2021".

**Total Quantity : 2 nos**

**TERMS & CONDITIONS: -**

- Your offer should be quoted on **FOR, Manali works Chennai 600 068** basis only.
- Your offer should clearly indicate basic price, GST & freight charges if any separately.
- The rate quoted by you shall remain firm till complete execution of our entire order quantity.
- Your offer should be kept valid for a minimum period of 60 days from the date of submission of your offer.
- Our normal payment terms are 30 days from the date of acceptance of material.
- Standard **warranty for a period of 6 months** shall be offered on this product.
- Lead time shall be a maximum of 4 weeks.
- On-Site installation of Printer Head to be done upon delivery.
- **Basis of Selection:** - Order will be placed based on lowest offer (L1).

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

**Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSE's 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 MSE's. 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. 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 MSE's.

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, 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 has come into effect from 01.07.2020

**Note: The tendered quantity cannot be split due to operational viability as considered appropriate by tendering authority. Hence MSE price preference shall not be applicable in this tender.**

**RISK PURCHASE CLAUSE:** - In the event of the successful tenderers failing to supply the materials in time we are free to get the materials from any other party and the differential amount will be recovered from the successful tenderer's running bills.

**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.

**GST FORMALITIES & COMPLIANCES:** - GST as applicable will be paid by BL directly to Tax Authority under Reverse Charge Mechanism (RCM) as per current practice, changes if any, in relevant Governmental guidelines during contract period will be applicable/addressed accordingly.

"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."

#### **ARBITRATION: Dispute Resolution, Governing Law and Jurisdiction**

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.

Thanking you,

Yours faithfully,  
**For Balmer Lawrie & Co. Ltd**

**P.G. SANTHANA KRISHNAN**  
**SENIOR MANAGER [SCM]**  
**Ph: 044-25946621 / 9445551793**

*(Note: - Responses from registered vendors alone will be accepted and that other interested vendor may seek to register with the unit and subject to such registration being confirmed, they would be considered for the subsequent tenders)*

**PRICE BID**

<b>S.NO</b>	<b>ITEM</b>	<b>QTY (A)</b>	<b>RATE (B)</b>	<b>TOTAL (C) (A x B)</b>
<b>1</b>	<b>ZEBRA ZT420-203 DPI Printer HEAD</b>	<b>2 nos</b>		
	<b>Gst %</b>			
	<b>Grand Total</b>			

*We have quoted our rate after studying carefully all the details of Tender, Terms and Conditions and we confirm to having accepted the same.*

*Signature of the bidder with Seal & Date*