



**Balmer Lawrie & Co. Ltd.**

(A Government of India Enterprise)

SBU: Grease & Lubricants: Silvassa

Survey No. 201/1, Sayali, SILVASSA – 396 230.

Tel. No. 90990 84731, 84732

E-mail: [srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com); [sengupta.s@balmerlawrie.com](mailto:sengupta.s@balmerlawrie.com);

**e-TENDER ENQUIRY**

**Tender Enquiry No: GLS/TE20/050**

**Dated: 12/01/2021**

**Due Date: 02/02/2021 till 1800 hours (6 PM)**

**Sub:- Supply of Corrugated Cardboard Cartons for packaging of Oil and Grease Containers of various shapes/sizes.**

**1.0 Introduction**

Balmer Lawrie & Co. Ltd. [hereinafter referred as BL] is a multiple product, multiple-unit and multiple- technology conglomerate, and production of Greases and Lubricants forms one of the core businesses of the company. For the requirement of Corrugated Cardboard Cartons for packing small containers as per Bill of quantities and Specifications mentioned in Annexure I , II , III of this tender , BL invites online [Two Part] Bids from MSE vendors having sound technical infrastructure facilities along with financial capabilities.

**2.0 Eligibility**

- a) Quotations are invited from vendors registered under MSE category only.
- b) 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. 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 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 MSE's.

**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.

**3.0 Pre-Qualification Criteria:-**

a) The vendors should have an experience of minimum 3 years for supply of corrugated cartons- At least one PO copy for supply of cartons in each calendar year 2018, 2019 & 2020 to be provided.

b) The vendors should have an average annual turnover of at least ₹ 35 Lakhs in the last 3 financial years- Audited or CA certified Balance Sheet or P&L A/c for FY 2017-18, 2018-19 & 2019-20.

c) The vendors should have executed at least one similar order (supply of cartons) of more than ₹ 20 lakhs in any of the last two years (they can be spread over more than one year)- PO.

OR

The vendors should have executed at least two similar orders ( supply of cartons ) of more than ₹ 12 lakhs each in any of the last two years (they can be spread over more than one year)

OR

The vendors should have executed at least three similar orders( supply of cartons ) of more than ₹ 10 lakhs each in any of the last three years (they can be spread over more than one year)

PO copies in support of the above to be provided.

d) The vendors should be equipped with testing equipment for checking the Bursting strength- Vendors to provide self-declaration. BL reserves the right to verify the same thru site inspection/ call for further document.

e) The vendor should be equipped with a minimum production capacity of 400 MT per month- Vendors to provide self-declaration. BL reserves the right to verify the same thru site inspection/ call for further document.

**4.0 Contract period and Supplies on Fixed Price Basis**

The period of supply shall be for One year (12 Months) from the date of issuance of LOI/PO. The validity of the contract will expire on completion of the quantity or period whichever is earlier. However, the contract can be extended for a further period of up to 12 months on

mutual agreement. The “Prices” will remain “Fixed” throughout the period of contract (whether extended or not). Therefore, vendors should quote their Rates discreetly.

#### **5.0 Technical Specification & Tender Quantity**

Detailed technical specification and estimated quantities for different pack sizes are given in attached Annexure – I, Annexure – II, Annexure – III & Annexure - IV. The quantities mentioned therein are indicative and may vary based on actual requirement. Please note we will cross-check all the parameters given in the Annexures strictly and any failure to meet the specifications will result in rejection of the goods.

#### **6.0 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.

Bidder needs to submit the Declaration as per the below format:

“ We hereby declare that the we will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender.”

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

In case any bidder withdraws or modifies 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 15 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.

#### **7.0 Security Deposit (SD)**

Security Deposit amount equivalent to 2.5% of order value (basic), subject to minimum of Rs.50,000/- (Rupees fifty Thousand only), to be deposited by the successful bidder (DD/pay order/ NEFT/ RTGS/ Bank Guarantee) on receipt of LOI/Contract . The SD shall be furnished within 15 days from date of LOI / Contract . Format of Bank Guarantee is enclosed here. In case of failure to furnish SD within the stipulated time, BL shall be entitled to terminate the order and may take Penal action as per clause 6.0 of the tender without further reference to the bidder. No interest shall be payable on security deposit and the same will be refunded to the successful bidder on the completion of contract to the company’s satisfaction.

#### **8.0 Delivery Schedule**

The Lead Time for deliveries will be maximum 10 working days. Penalty/LD will be imposed on delay in deliveries as explained in the clause for Liquidated Damages.

#### **9.0 Special terms of call-ups / delivery**

- a) The requirements will be intimated from time to time by means of written call ups, usually by mails, against Purchase Order quantities.
- b) Call-up quantities may not be necessarily on pro-rata basis of total ordered quantity but will be based on anticipated requirements of BL plants.
- c) BL may give extra call-ups to meet market demand fluctuations.
- d) Supplies should be as per the delivery schedule given in the call ups.
- e) BL reserves the right to order any quantities at its sole discretion within total quantity offered by bidder.

#### **10.0 Quality Assurance**

The vendor shall be responsible for complete quality assurance of the cartons and it should strictly match (or exceed in terms of quality) with tender specifications. The test report shall be provided for each batch. Any defective supply reaching BL shall be taken back by the

vendor within 3 working days of intimation and replaced by good materials within 7 days of rejection.

**11.0 ISO Certification**

The vendor preferably needs to be ISO certified from any competent Authority providing such certification (DNV; Bureau Veritas; Intertek etc.). Certification should be for ISO standards 9001:2015 and should be updated from time to time as per existing ISO norms.

**12.0 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 MSE bidders who meet the PQC and are technically qualified.**

**As per the above referred MII order, only Class I & Class II local suppliers are eligible to apply/ bid in this 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 a self-certificate 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

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.

### **13.0 Integrity Pact (IP)**

Submission of Integrity pact agreement [ENCLOSED HEREWITH] is a mandatory prerequisite for Bids to be eligible for further evaluation. The Integrity pact Agreement consists of (1) Covering letter from the bidder to Balmer Lawrie (BL) (2) Integrity Agreement. Bidders should mandatory sign and submit complete Integrity Pact Agreement for both covering letter and the Integrity Agreement in order to be eligible for further evaluation in this tender. The signed IP should be complete in all respect and it is required to be uploaded in the e-tender portal along with bid. Partial submission of IP document will not be considered. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

### **14.0 Restriction of bidders from border sharing countries**

Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company,
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of Senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#### **14.1 Certificate**

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

" We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that ..... (Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that ..... (Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

#### **15.0 Liquidated Damages clause**

In case of failure to deliver the supplies as per call ups, the vendor has to pay by way of liquidated damage @ 0.5% of contract value per week (or part thereof) subject to a maximum of 10 % of the contract value of the delayed materials.

#### **16.0 Risk purchase clause**

If any vendor fails to supply the cartons as per delivery schedule, BL reserves the right to get the same procured from any other alternate source at the risk of failed vendor and the differential cost will be recovered from him.

### **17.0 Taxes & Duties**

All applicable statutory levies including GST will be extra as applicable.

### **18.0 Validity**

The offers shall remain valid for acceptance for a period of 90 days from the due date of the tender.

### **19.0 Payment terms**

Payment shall be done within 30 days from the receipt / acceptance of supplies and submission of valid bills with GST/Taxes as applicable.

### **20.0 Artwork Development and Printing**

a) All the cartons shall be printed in One Colour except grades that fall under Annexure-III and white cartons falling in Annexure II, which will be printed in three colours as per artwork as provided by Balmer Lawrie.

Printing on the cartons has to be neat, legible and uniform and shall be strictly as per approved art work. The printing ink should be of good quality so that printing matter remains completely unaffected during the process of filling / packing / subsequent handling.

b) The artwork shall be provided by BL in the form of CD / Email / printouts etc. The samples of cartons including artwork shall be approved by BL.

c) All costs on account of development of the artwork, will be borne by the successful bidders. Therefore, the Rates Quoted should take care of Artwork Development Costs.

However, for each size of the carton, if the number of art work exceeds 3, then the 'art work charges' for the fourth artwork onwards will be reimbursed by BL. Therefore, the bidders are requested to quote their rate per art work separately in the price bid for reimbursement purpose. This rate is firm and fixed during the contract period.

### **21.0 Approval of Sample**

Based on approved master carton/ art work, successful bidder should undertake regular manufacturing. In case of delay by successful bidders in getting the samples approved, BL reserves the right to reduce order quantity or cancel the entire order quantity already awarded to them.

### **22.0 Basis of Selection**

Price bids of those bidders shall be opened who shall meet the eligibility criteria(PQC) as specified in clause 3.0 on Page 1. The on-line closed bids shall be used for grading the bidders. Bids will be accepted for 3 categories:

(a) Annexure I, (b) Annexure II, (c) Annexure III, (d) Annexure IV.

Bidders can quote for any one or more categories (not necessarily for all the above 4 categories).

**However, they must quote rates for each pack-size in the category they are bidding for, failing which their bids shall not be considered for evaluation.**

The lowest quoted bidder in the on-line closed bids against each of the above 4 categories shall be designated as "L1" and the next lowest quoted bidder as "L2" and so on based on the total value of each of the above categories in the grading system.

The bidders have no right to claim/ disclaim or dispute anything during this process. Tender would be allotted against the lowest quoted value in each category, provided technical specifications are successfully met.

### **23.0 Compliance with Regulations**

Adherence to all legal/statutory compliances in relation to production, sale, supply/ dispatch, as applicable from time to time, is mandatory. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliances.

BL and their authorized representatives will not be responsible for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.

#### **24.0 Termination of Contract**

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

- a) The bidder fails to comply with any material/service term of the Contract.
- b) The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.
- c) The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.
- d) The bidder becomes bankrupt or goes into liquidation.
- e) The bidder makes a general assignment for the benefit of creditors.
- f) A receiver is appointed for any substantial property owned by the bidder.
- g) The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery/service or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The Security Deposit of the contractor / vendor will be forfeited.

#### **25.0 Sub-Contracts**

The successful bidder shall not assign the Contract in whole or part to any sub contract.

#### **26.0 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 delay, 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, epidemics, pandemics, 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. Contract period shall be extended by BL to enable the Vendor to deliver the items.

As soon as the cause of Force Majeure been removed, the vendor shall notify BL of such cessation and inform.

#### **27.0 Arbitration / Jurisdiction**

##### **27.1 Dispute Resolution,**

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.

**27.2 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.

**28.0 Procedure for Bid Submission**

Bidders have to quote for all the sizes, in the category they choose to bid for, failing which the offer shall not be considered for final evaluation.

The bidder shall submit their response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below.

**29.0 Terms & Conditions**

General instruction: - Do not leave any space blank or incomplete, write NA/NIL/Free wherever applicable. Each page of the technical offer (enclosures along with tender document) has to be acknowledged by the bidder with their acceptance (signature & company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection. If the tenderer finds any discrepancy, omission, ambiguity or conflict in or among the Tender documents / terms and conditions/ clauses or if tenderer is in doubt as to their meaning and interpretations, such matter shall be brought to the attention of the Balmer Lawrie & Co. Ltd. (BL), at least four days before/prior to the date of filling/submission of the Tender.

**30.0 Registration with eProcurement platform**

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

**31.0 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))</b>			
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>			
<b>Balmer Lawrie &amp; Co Ltd., 21, Netaji Subash Road, Kolkata - 700 001</b>			
<b>Dedicated email: <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a></b>			
<b>Dedicated Helpdesk for Balmer Lawrie</b>			
<b><u>Contact Person</u></b>	<b><u>E-Mail ID</u></b>	<b><u>Tel. No.</u></b>	<b><u>Helpdesk Nos are open from</u></b>
<b>1. Mr.TirthaDas (Kolkata)</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>	<b>MON - FRI</b>
<b>2. Mr. CH. Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	<b>+91-6374241783</b>	<b>MON - SAT</b>
<b>3. Ms. Ritu Patil (Mumbai)</b>	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	<b>+91-124-4302000 (Ex-236)</b>	<b>MON - FRI</b>
<b>4. Helpdesk Support (Kolkata)</b>	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	<b>+91-8017272644</b>	<b>SAT</b>
<b>Escalation Level 1</b>			
<b>Mr.Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>	
<b>Escalation Level 2</b>			
<b>Mr.Sandeep Bhandari</b>	<a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a>	<b>+91-8826814007</b>	
<b>Escalation Level 3</b>			
<b>Mr.Achal Garg</b>	<a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>		
<b>In case, you are unable to get in touch with any of the Technical Support Associates, kindly drop a mail at <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> mentioning your Name and Mobile No. One of our associates will get back shortly.</b>			

Address: M/s C1 India Pvt Ltd., C104, Sector – 2, Noida 201 301.

You may also get in touch with their Representative Mr. Ritabrata Chakraborty [e-mail id: [ritabrata.chakraborty@c1india.com](mailto:ritabrata.chakraborty@c1india.com), Cell No. 09748708094 alternately you may contact Mr. Ujjal Mitra [07702669806], or Mr. Rajesh Kumar – 09650465143].

### **32.0 Bid Submission Acknowledgement**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BL and C1 India Pvt. Ltd. shall not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

### **33.0 Submission of offer (Hard copies Unpriced Bid)**

All bidders are required to submit the hard copies of the following in a sealed envelope.

- a) Duly stamped and signed tender document. Each and every page of the tender document including all Annexure should be signed by the authorised signatory as a token of acceptance of terms & conditions of the tender.
- b) Copies of Balance Sheets and Profit & Loss Accounts, duly certified by a practising Chartered Accountant, for last 3 financial years (2017-18, 2018-19 and 2019-20). In the

absence of the audited balance sheet and Profit & Loss Account, the turnover for the last three completed Financial Years should be certified by a practicing Chartered Accountant.

- c) Relevant Purchase Order Copies as stated in Eligibility Criteria explained in Page No.1.
- d) MSE Proof as per tender clause.
- e) All declarations as required under various clauses like 'Bid Security Declaration', 'Make In India clause', Self-attested certificate regarding declaration on restriction on bidders with border sharing countries and 'Integrity Pact'.

The sealed envelope containing all the above documents super scribing "un-priced-pre-qualification bid for Supply of Oil and Grease Cartons, Ref: Tender Enquiry No. GLS/TE20/050 Dated: 12/01/2021 Due on 02/02/2021 [6.00 PM]" shall be submitted off-line at the following address.

SHOBHIT KUMAR SRIVASTAVA  
Manager [Purchase]  
Balmer Lawrie & Co. Ltd.  
Greases & Lubricants Division,  
Sayli Rakholi Road, Sayli, SILVASSA – 396 230  
Phone: (0260) 3293118

**Special Note: - SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDER'S PARTICIPATION IN THIS TENDER.**

**34.0 Corrigendum to Tender**

The bidder has to keep track of any changes by viewing the addendum / Corrigendum issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**35.0 General**

BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

**36.0 Disclaimer Clause:**

Neither 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. Bids of any/all may be rejected by the company at any point of time if there any conflict of interest between the bidder/bidders and the company is detected. Incomplete offers are also liable to be rejected summarily.

**37.0 Delays:**

Delay in Bidding/ Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

**38.0 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.

**39.0 GST Clause:**

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.

**40.0 Rejection of Bid: -**

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

**41.0 Miscellaneous: -**

Offers received from related companies (definition of related companies as per Company Act of 1946 in India shall apply) shall be considered as one offer.

Offer(s) received after due date and time will not be considered for evaluation and the sealed envelope(s) will not be opened. BL will not take any responsibility for not reaching the offer within the due date and time.

In case of any discrepancies / difference between the English and Hindi version of the tender documents, the English version shall prevail and to be considered.

**42.0 GeM Declaration:**

The tendered item 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.

For Balmer Lawrie & Co. Ltd

SAGAR SENGUPTA

Manager [Logistics & Depot Management]

Encl:- Annexure – I, II, III & IV of Technical Specification, Formats for Integrity Pact, Bid Security & Class I Supplier Declaration.