

BALMER LAWRIE & CO. LIMITED.
GREASES & LUBRICANTS
SURVEY NO. 201/1, SAYLI
SILVASSA – 396 230.

PHONE NO. 09099084731 [Ext: 60]
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TENDER ENQUIRY

Tender Enquiry No: GLS/TE21/036

Dated: 08.09.2021

Due Date: 20.09.2021 till 4:00 PM

Subject: Online [Two Part Bid] “e” bidding for Supply of Self-Adhesive Labels for Balmerol PET Oil Containers

1. Introduction

Balmer Lawrie & Co. Ltd. [hereinafter referred as BL] is a multiple product, multiple-unit and multiple- technology conglomerate and manufacture of Greases and Lubricants forms one of the core businesses of the company. For the requirement of Labels for affixing on HDPE Containers, BL invites online Bids from competent vendors having sound technical infrastructure facilities along with financial capabilities.

2. Contract period

The contract period shall be for One Year [from the placement of LOI / Purchase order or till the completion of the order quantity whichever is earlier. The contract may be extended for another one year at same rate, terms and conditions with mutual consent in writing.

3. Technical Specification and Quantities & Call Up Schedule

Our detailed technical specifications are as under:

Paper: Silver Metallised BOPP: 43 gsm +/- 4 % ;48 MICRON

Release Paper: 57 gsm +/-4 %

Lamination: NOT Applicable

Adhesive: Rubber based adhesive; 18 gsm ± 2 gsm

Colour 6 colour with UV Varnish printing

PS: The labels should be preferably supplied in Roll Form with trimming and it should be usable with Label Applicator Machines.

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.”

1.2 Quantities & Call up Schedule

S.NO.	CAPACITY	QTY in Sets]	Sizes
		[Set= Front + Back]	W X L [mm x mm]
1	1 Litre/900 ml	14,00,000 ± 20% in different artworks (Max 10 Nos. of artworks)	73 X 160.5

Above mentioned quantities are indicative only and depends on actual operational requirement. Quantities are not fixed. These labels would be fixed by automatic label applicator machine. In case value is expended within contract period, or value remains at the end of contract agreement, both value or validity may be further extended in same terms and conditions on mutual agreement.

Call up requirements –

Total call up at one time

: Minimum 50,000 sets/ artwork

2. 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 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.

3. Provisions for Micro, Small and Medium Enterprises OR MSME

- a. **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. Tenderer should declare their UDYAM Registration Number on CPPP website as required by Ministry's circular no S.O.1702 (E) dated 01.06.2020.
- b. The Tenderer should confirm that they have declared the UDYAM Registration number in the CPPP (Central Public Procurement Portal).
The bidder needs to submit the Declaration as per the below format on their letter head duly signed and stamped by the authorised signatory.
"We hereby declare that we have declared / uploaded the UDYAM registration number / certificate in CPPP and that the tendered item is manufactured by us (in case of supply of goods)."
- c. Non-declaration of UDYAM number in CPPP shall make the tenderer ineligible to enjoy the benefits as per Public Procurement Policy for MSME Order, 2012.
- d. Required UDYAM Registration Certificate needs to be uploaded / provided along with the bid document.
- e. It is also to be noted that in UDYAM certificate, turnover and investment in Plant & Machinery for last completed F.Y must be mentioned, without the same the certificate will be treated as invalid for availing MSE benefits.
- f. UAM certificate is replaced by UDYAM Certificate. Hence, no UAM certificates will be acceptable for availing benefits of MSE.
- g. The above-mentioned provisions are meant for procurement of goods produced or service provided 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 by them in case of goods. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- h. 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

4. Security Deposit (SD):

Security Deposit amount equivalent to 3% of order value (basic), subject to minimum of Rs.10,000/- (Rupees Ten Thousand only), to be deposited by the successful tenderer (DD/pay order/ bank Guarantee) on receipt of LOI/PO for satisfactory completion of contract. The SD shall be furnished within 15 days from date of LOI / purchase order. In case of failure to furnish SD within the stipulated time, BL shall be entitled to terminate the order without further reference to the tenderer. No interest shall be payable on security deposit and the same will be refunded to the successful tenderer on the completion of contract to the company's satisfaction.

5. 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. (To be inserted in tenders for Works contracts, including Turnkey contracts) 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.

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.

6. Preference to Make In India Policy

Class I local service provider will be given purchase preferences as per preference to Make In India Policy 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 after netting off the quantity allotted to qualified MSE bidder (if any), as per the MSE clause of the Tender.

Only Class I & Class II bidders are eligible to participate 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, in case of procurement for value less than Rs. 10 Crores, you are required to furnish information in the following prescribed format and to provide a certificate on your letter head duly signed by authorized person and in case of procurement for a value in excess of Rs. 10 Crores, you are required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content of the items(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.

Sl. No	Services Description	Percentage of local content in your service(s)

Verification of local content

- 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.
- 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.

7. Delivery Schedule:

All deliveries are to be made within due date as indicated in our call-ups. The due date indicated will normally be 7-10 days from date of call up. Normally, schedule wise call ups will be issued to the vendors on monthly basis during first week of every month. Special terms of call-ups / delivery:

- The monthly requirements will be intimated from time to time by means of written call ups against Purchase Order quantities.
- Our monthly call-up quantities may not be on pro -rata basis of total ordered quantity but will be based on the actual demand for the month. Occasional additional call up in course of month will need to be accepted by vendors.
- Supplies against call-ups should be as per the delivery schedule given in the call ups.
- Vendors are required to accept occasional call ups if there any, which are significantly higher than the average monthly off-take of specific pack, sizes to enable BL meet market demand fluctuations.
- BL reserves the right to order any quantities at its sole discretion within total quantity offered by bidder.

8. Bid Evaluation Criteria: Selection of the L1 bidder will be based on the total lowest cost quoted. The prices are to be quoted in prescribed “ONLINE PRICE SCHEDULE” only.

9. Quality Assurance:

The vendor shall be responsible for complete quality assurance of the labels and it should strictly match with our tender specification. Any defective supply reaching our works shall be taken back by the vendor within 7 days of our intimation. No credit for material shall be payable on such supplies.

10. Liquidated damages clause:

In case of failure to deliver the materials as per our call ups, the vendor has to pay by way of liquidated damage @ 0.5% per week (or part thereof) subject to a maximum of 5% of the contracted value of the delayed materials.

11. Risk purchase clause:

If any vendor fails to supply the labels as per delivery schedule, BL reserve the right to get the labels procured from any other alternate sources at the risk of failed vendor and the differential cost will be recovered from them.

12. Taxes & duties:

All applicable statutory levies like GST and waybill would be applicable and has to be mentioned.

13. **Validity:** The offers shall remain valid for acceptance for a period of 60 days from the due date of the tender.

14. **Payment terms:** Our normal payment term is 30 days from the receipt / acceptance of materials at our factory.

15. Artwork development and printing

a) The labels shall be printed in upto 6 colours as per artwork provided by us. Printing shall be neat, legible and uniform and shall be strictly as per our 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 /Online Link/ Printouts etc. The samples of labels including artwork shall be approved by us.

c) The number of art works-will be maximum 10. All costs on account of development of the positive artwork, will be borne by the successful tenderers.

16. Approval of Sample:

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

17. Basis of selection:

Balmer Lawrie will open Technical/Unpriced Bid first and that would be evaluated on the basis of details asked in Pre-qualification/ Eligibility Criteria. After that, price bid would be opened of those bidders only who meet our Pre-qualification Criteria. The price bid of unsuccessful bidder/bidders would not be opened or considered for final evaluation. The on-line closed bids shall be used for grading the bidders. The lowest quoted bidder in the on-line closed bids shall be designated as " L1" and the next lowest quoted bidder as "L2" and so on in the grading system on totality basis. The bidders have no right to claim / disclaim or dispute anything during / in this process.

Prequalification Criteria

The photocopies/scan copies of following documents attested by concerned persons should be attached or uploaded online as a technical or unpriced bid.

1. Copy of **GST** registration should be submitted.
2. The bidder should have experience of at least three years in providing self-adhesive labels to any reputed FMCG/ Lubricant Company. Bidder has to share 3 Purchase Orders [1 Purchase Order of each year] of last three financial years 2018-19 2019-20 and 2020-21 of value not Less than Rs 10 Lacs [Basic Value excluding GST/Tax] of each Purchase Order.
3. Average Annual Turnover for last three financial years should be minimum Rs. 50 L i.e. for FY 2018-19 2019-20 and 2020-21. Profit Loss Statement of Balance Sheet duly certified by Practicing Chartered Accountant has to be submitted. In case results for 2020-21 are not audited, those for 2017-18 may be considered.

Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.

18. Compliance with Regulations:

Vendor shall warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, despatched, 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 excise paid invoice so that equivalent amount may be availed as Cenvat credit by BL, if applicable. Concessional form pertaining to Sales Tax shall be issued to the vendor by BL, if applicable.

19. Termination of contract:

In the event of dissatisfactory performance, Balmer Lawrie & Co. Ltd. reserves the right to terminate the contract without any notice. In this eventuality, the Security Deposit will be forfeited.

20. 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.

21. Arbitration/ Jurisdiction:

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.

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

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 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.

22. Procedure For Bid Submission

Bidders have to quote for all the sizes of each group failing which their offer shall not be considered for final evaluation for that group.

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.

23. 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>

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.

M/s C1 India Pvt Ltd.

C104, Sector 2, Noida - 201301

Contact person: Mr. Tuhin Ghosh, Ph- 08981165071: e-mail: tuhin.ghosh@c1india.com

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

24. 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. Tender Inviting Authority and C1 India Pvt. Ltd. will 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.

25. Submission of offer (Hard copies):

All bidders are required to submit the hard copies of the following in a sealed envelope along with those mentioned in Point no. 17 and if there is any difficulty to submit Hard Copies then all the documents to be uploaded on our e-portal.

a) Duly stamped and signed tender document. Each and every page of the tender document [but please note that no rates are to be quoted in hard copy] should be signed by the authorised signatory as a token of acceptance of terms & conditions of the tender.

b) UAM document in case of MSE Vendor.

c) Documents in support of Pre-Qualification criteria as mentioned in Pt. No. 17.

d) All Declarations like Bid Security Declaration, Local Content Declaration etc. as mentioned in Tender document.

The sealed envelope containing all the above documents super scribing "un-priced-pre-qualification bid for Supply of Labels for Oil Containers, Ref: Tender Enquiry No.: GLS/TE20/___ Dated _____ Due On _____" shall be submitted off-line at the following address:

Sagar Sengupta

Sr. Manager [SCM]

BALMER LAWRIE & CO. LTD.

Greases & Lubricants Division,

Sayli Rakholi Road, Sayli, SILVASSA – 396 230

Phone: 9099084731-Ext 60; e-mail: sengupta.s@balmerlawrie.com

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

26. 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.

27. 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, 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.

28. 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.

For Balmer Lawrie & Co. Ltd

Sagar Sengupta
Sr Manager- SCM