

**Balmer Lawrie & Co Ltd,  
SBU : Grease and Lubricants  
32, Sattangadu Village, Manali Division  
Chennai- 600 068**

**Limited e-Tender Enquiry**

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.”

<b>e- Tender Enquiry No.</b>	<b>GLC/TE21/003</b>
<b>Date &amp; Time</b>	<b>18.11.2021 ; 15.00 Hours IST</b>
<b>Due Date &amp; Time</b>	<b>18.11.2021 ; 15.00 Hours IST</b>
<b>Sub</b>	<b>Supply of Bitumen VG 10 ( Bulk) – 80/100 (Bulk) Grade as per following specification</b>
<b>Period</b>	<b>One year from the date of Contract  (18.01.2022 to 17.01.2023)</b>
<b>Tender Quantity</b>	<b>60 MT (+/- 10%)</b>

**Subject: Supply of Bitumen VG 10 for period 18/01/2022 to 17/01/2023 for our Manali Plant in Tankers.**

Price Bid is invited with “Discount” on List Price for supply of Bitumen VG 10 for the period 18.01.2022 to 17.01.2023 for an Approx. Quantity of 60 MT ± 10% [on staggered Delivery Basis in tankers].

1. Basic (List) Price, Discount and GST must be quoted separately.
2. Discount Offered on List Price for Supply of Bitumen VG 10 should be firm for the period of Contract.
3. Freight Charges (if any) may be quoted separately which will be firm for the period of contract.
4. Approx. Quantity: 60 MT ± 10% would be required on Staggered Delivery basis as per our requirement/callup.
5. **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.
6. 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.
7. Order would be placed on the basis of lowest landed cost to Balmer Lawrie & Co. Ltd. at Manali Plant.
8. Payment Term: 30 days from the date of receipt of material.
9. Your Price Offer should be valid for 60 Days from the due date of the tender.
10. Vendor has to provide the HSN No. and GST No.

**Note:**

Quantity mentioned above is indicative and may vary depending upon the actual requirements of the Plant. However, rates will be firm during the month.

**Specification of Bitumen VG 10 – 80/100 (Bulk)**

Sl/No	Physical Property	Test Method	Specification
1	Appearance	Visual	Black, Viscous
2	Penetration @25 Deg C	IS 1203	80-100
3	K. Viscosity @135 Deg C, cSt min	IS 1206 (PART 3)	250
4	Solubility in trichloroethylene % min	IS 1216	99
5	Softening Point, Deg C (R&B), min	IS1205	40
6	Flash Point, COC Deg C, Min	ASTM D 92	220

**ONLINE OFFERS** are invited for supply of Bitumen VG 10 – 80/100 (Bulk) grades at Greases and Lubricants, Chennai of Balmer Lawrie & Co. Ltd. (BL).

Total quantity during the period mentioned above will be approx. 60 MT (+/- 10%) (16 MT per quarter). However the quantity mentioned is indicative only and actual requirement may increase/decrease from month to month depending upon our requirement.

Discount offered on list price for supply of Bitumen VG 10 – 80/100 (Bulk), should be Fixed/Firm during the contract period of one year.

**Terms and conditions:**

1.0 Bid Security Declaration (BSD)

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 of withdrawal or modification of bid during validity period etc.

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 18 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.

**2.0 Security Deposit (SD)**

On receipt of LOI /Contract, the successful vendor(s) must submit balance part of interest free Security Deposit @ 3% of order basic value subject to maximum of Rs.100,000/- for satisfactory completion of contract.

Public Sector Undertakings / Enterprises are exempted from payment of security deposit.

**3.0 Provisions for Micro & Small Enterprises ( MSE ) :**

**Following benefits would be extended to qualifying MSE vendors as per Public Procurement Policy for MSEs subject to meeting the qualification Criteria.**

- 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.”
- 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 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 only goods produced 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. 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 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.

## **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

#### **4.0 Preference to Make in India Policy:**

**Class I local supplier 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.

#### **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.

Sl No	Item(s) Description	Percentage of local content in your product(s)

#### **5.0 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:
  1. An entity incorporated, established or registered in such a country; or

2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or
7. 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 or 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. Price

- a) All prices should be quoted as per the price bid format given in BL e-proc site. Basic (List) Prices would be changed on fortnightly basis as per oil PSU's published price Ex- Chennai or nearest installation, whichever is applicable and vendor has to share the basic (list) price.
- b) **Discount:** The bidders should submit their offer as applicable discount on oil PSU listed prices and freight Charges (if any) to be quoted separately. The value of discount and freight charges (if any) will remain firm during the contract period and only the listed price of L D O will change as per the list being circulated by PSU Oil Companies on fortnightly basis.
- c) **Transportation:** The price quoted shall be on door delivery basis to BL works at Manali Chennai basis only. The transportation cost (if any) may be mentioned separately for delivery to location of BL from the point of delivery. However, BL may at its discretion may engage their own transporters to move the materials if it desires so.
- d) **Fixed Discount:** Vendor has to confirm the Fixed Discount in Rs/MT Basis which will be fixed during the contract period of one year.
- e) **Price Escalation/De-Escalation:**  
The price of Bitumen VG-10 is subject to change on every fortnight of the month as per list price published by Oil PSU's and the ruling price on the date of supply will be applicable as Basic (List) price and discount and freight charges (if any), offered by the vendors will remain firm throughout the contract period. The list price for Bitumen VG-10 on due date of tender with the applicable discount and freight Charges , if any, quoted by the vendor will be taken for evaluation and determination of L1 bidder purpose.

The reference / bench mark price for escalation / de-escalation clause will be applicable as per Oil PSUs periodical published price Ex Chennai whichever is applicable on which the Basic price will change. The Fixed Discount and Freight Charges (if any) would remain same during the contract period

7. Terms of Delivery

Suppliers are to be made on BL-Manali plant basis only. Exemption may be accorded to PSU's only.

8. Payment terms

Preferably 30 days from the receipt of materials at our factory.

Advance payment terms are not acceptable. However, exemptions may be allowed to PSU oil companies only.

9. Taxes & duties

All applicable statutory levies, duties and taxes like IGST,CGST (SGST/UTGST) is to be mentioned clearly in the offer.

10. Call ups and Supply

The supply period would be on one year from the date of placement of LOI/Contract. The supplies shall be as per our grade wise call-ups given by the individual manufacturing units. The **delivery must commence within 2 working days of issuance of call-ups from respective location**. In exceptional circumstances, BL may agree to accept supplies received beyond tender delivery period with duly discounted price, if required, to ensure no additional cost is incurred by BL considering prevailing market conditions.

In case the successful bidder is incapable of supplying Bitumen VG as per our call up and/or delay in delivering the requisite grade, they may not be allowed to participate in our future tenders for one year towards supply of Bitumen VG.

The Vendor shall follow all the safety and security regulations while transporting Bitumen VG from their works to our plants through tanker lorry (ies). Freight charges inclusive of loading and unloading charges at either end.

11. Shortage allowance

No shortage allowance is allowed. All shortages shall be deducted from the bills and payment shall be made against actual quantity of materials received. Vendors are requested to provide the weighment slip along with the documents for each consignment.

12. Bid Evaluation:

- a) Basic (list) price needs to be quoted as applicable on the due date of tender opening. Lowest bidder shall be calculated on Net Landed Cost Basis (Rs/MT).
- b) Basic (list) price is the listed price of Bitumen VG-10 Ex-Chennai or nearest installation applicable as per the price list circulated by oil PSU's.



### 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.

### 14. 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. 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) /2013DPE(GM)/FTS-1835 dated 22.05.2018

### 15. 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.”***

16. Risk purchase

Without prejudice to other provisions in the tender, in the event of the vendor failing to deliver within the **3 (three) working days** of issuance of call-up by e-mail/fax, BL shall have the right and option to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

17. 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 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 of such occurrences. The period 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.

18. Validity of offer : Your offer should be valid for our acceptance for a period of 60 days from the due date of the tender.

19. Corrigendum/Amendment

Any amendment /Corrigendum, as and when required, will be uploaded only on the website of the Company [www.balmerlawrie.com](http://www.balmerlawrie.com) and <https://balmerlawrie.eproc.in> and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for update.

20. Submission of Offer

**The offers are to be submitted online only. However, Oil PSUs may submit their bid either online or in sealed envelope.**

for **Balmer Lawrie & Co. Ltd**

P.G. Santhana Krishnan  
Sr. Manager (SCM)

Mobile : 9445551793  
Phone No. : 044 – 25946621  
Fax No . : 044 – 25941436  
e-mail : [santhanakrishnan.pg@balmerlawrie.com](mailto:santhanakrishnan.pg@balmerlawrie.com)

ANNEXURE- A

We request you to quote in the following format only:-

<b>BITUMEN 80/100</b>	<b>Unit</b>	<b><u>Remarks</u></b>
List price as on date of submission of your offer which is variable on monthly or Fortnight basis.	<b>Rate Rs./MT</b>	
<b>Discount per MT which is fixed during the contract period</b>		
<b>Freight Charges per MT which is fixed during the contract period</b>		
<b>TOTAL LANDED COST</b>		
<b>GST %</b>		
<b>GRAND TOTAL</b>		

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

## **2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
  - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
  - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.

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### **CONDITIONS FOR ONLINE BID SUBMISSION**

#### **Procedure For Bid Submission**

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place at <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the eProcurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

#### **Registration with eProcurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India 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.

1. Mr. Tirtha Das(Kolkata)	<a href="mailto:tirtha[dot]das[at]c1india[dot]com">tirtha[dot]das[at]c1india[dot]com</a>	+91-9163254290
2. Mr. Partha Ghosh(Kolkata)	<a href="mailto:partha[dot]ghosh[at]c1india[dot]com">partha[dot]ghosh[at]c1india[dot]com</a>	+91-8811093299

3. Mr. P.Lakshmanan (Chennai)	<a href="mailto:lakshmanan[at]c1india[dot]com">lakshmanan[at]c1india[dot]com</a>	+91-8248990022
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala[dot]shimpi[at]c1india[dot]com">ujwala[dot]shimpi[at]c1india[dot]com</a>	+91-022- 66865608

**Submission of Hard copies:**

After submission of bid online, the bidders are requested to submit the demand drafts /Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of Techno-commercial /Unpriced bid. The bidder shall furnish the original DD / Bank Guarantee and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. 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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

**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 shall not be responsible for any claims/problems arising out of this.

**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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.