

(Regd. Office: 21, N.S.Road, Kolkata-700001)

Ph: 044-25946543 / 6500; Fax: 044-25941156; email : a.arun@balmerlawrie.com

Ref : SBULC/FISH OIL/04/237/1617

Date :30.12.2016

NOTICE INVITING TENDER
LIMITED TENDER (Under Dual Tendering Mode)

To

All Approved Vendors

Dear Sir,

Sub: Requirement of for Supply of FISH OIL FOR INDUSTRIAL USE in HDPE Barrels – reg.

Sealed offers are invited for supply of **Fish Oil for Industrial Use** to SBU Leather Chemicals, at M/s.Balmer Lawrie & Co. Ltd., 32, Sattangadu Village, Manali, Chennai – 68 as per the details below:

- **Refer enclosed tender document.**

The tender is proposed to be conducted in Dual Tendering Mode. Accordingly, the above tender will be simultaneously published in company's e-procurement portal at <https://balmerlawrie.eproc.in>. To participate in the above e-portal, the bidder need to obtain **Login & password** through registration at the above e-portal and must hold a valid **Digital Signature Certificate Class-II Or Class-III** to access the tender and submission of bids electronically.

In case your company has the above facility, you can submit your e-bid as above. Otherwise, the sealed envelope containing the complete bid with all the relevant documents, EMD/SSI certificate, etc. super scribing "Offer for supply of **Fish Oil for Industrial Use**" shall be submitted at the following address:

Senior Manager [SCM]
BALMER LAWRIE & CO. LTD.
SBU Leather Chemicals,
32, Sathangadu Village, Manali,
Chennai – 600068.

Tender Submission:

1. The tenderers participating in the off-line tender shall send their bids by courier or by post or in person to drop in the Tender Box kept at the above address. However, please note that off-line tender submission is allowed only for a limited period. Hence, it is suggested to get your company registered at our e-portal at the earliest.
2. The tenderers participating in the above e-portal should submit the DD towards EMD and supplier data form as per tender to the tender inviting authority at the above address on or before the due date. In case of submission of e-price bid, off-line price bid should not be submitted.
3. **The due date for submission of offer** for the above tender is on or before **12.01.2017.**

The tender details are also available at our company's website www.balmerlawrie.com.

Thanking you,

Yours faithfully,

for **Balmer Lawrie & Co. Ltd.,**

Arun A,

Senior Manager (SCM)



(Regd. Office: 21, N.S.Road, Kolkata-700001)

TENDER NO: SBULC/FISH OIL/04 /237/1617

Dated: 30.12.2016

Due date: 12.01.2017

Sub: Tender inviting offline bids/e-bids for Supply of FISH OIL FOR INDUSTRIAL USE in HDPE Barrels

1. INTRODUCTION

Balmer Lawrie & Co Ltd. [herein after referred as BL] is a multiple product, multi location and multi technology conglomerate and manufacture of Leather Chemicals forms one of the core businesses of the company. The company invites offline bids/e-bids for supply of **FISH OIL FOR INDUSTRIAL USE in Narrow Mouth HDPE barrels** only for their Chennai plant from competent and experienced manufacturers with sound infrastructural, technical and financial capabilities.

Note: Offers from new vendors will be considered for vendor development only and not for finalization of order.

2. TENDER QUANTITY

Tender quantity: **10 MT +/- 10%** in Narrow Mouth HDPE Barrels only.

3. DELIVERY

Supply in 2 lots. 5 MT per lot as per call up schedule. The material should be delivered immediately after receipt of Purchase Order as per our delivery schedule without fail. Vendor has to send the pre-shipment sample before supply and only after due quality clearance from BL of the pre-shipment sample vendor should dispatch the lot.

4. ITEM TECHNICAL SPECIFICATIONS

tem Description	Specifications
Appearance	Lovibond Gardener Colour 13 - 18
Specific Gravity	0.91-0.92
Acid Value	30.0 (Max)
Iodine Value	140-170

The material should strictly comply with the above mentioned specification. Material not meeting the above specification will be rejected.

Seal and Signature of the tenderer:

Date:

5. PRE-QUALIFICATION & ELIGIBILITY CRITERIA

5.1 Vendors shall submit the samples of 1/2 kg of the material along with the Certificate of Analysis meeting the specifications as given in the tender to reach us before the due date of tender **(12.01.2017)**. **Price offers of those vendors, whose samples meet our quality parameters alone will be considered/opened for price evaluation. Samples received after due date will not be considered.**

5.2 EARNEST MONEYDEPOSIT (EMD)

The bidder shall furnish a sum of Rs. 5,000 /-(Rupees Five Thousand only) as EMD along with the bid by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format as enclosed) in favour of Balmer Lawrie & Co Ltd payable at Chennai. DD should be valid for the period atleast for 75 days from the due date of tender. The bank guarantee (BG) shall remain in force for 90 days and shall be extendable on request made by BL prior to expiry of the BG.

- a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b. For the successful bidder, the EMD will be converted to Security Deposit (SD) and shall be refunded only after they successful completion of the contract, in all aspects. EMD will carry no interest.
- c. For the unsuccessful bidders, the EMD will be refunded only after the PO is released to the successful supplier.
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- f. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered product/service.

5.3 The bids may be rejected at any stage during the techno commercial evaluation or during the price evaluation. The decision in regard to acceptance and / or rejection of any / all offers in part/full shall be at the sole discretion of BL, and decision in this regard shall be binding on the bidder. Necessary documents in confirmation of fulfilment of above pre-qualification criteria are required to be submitted by the vendor.

Seal and Signature of the tenderer:

Date:

6. PRICE

6.1 The price quoted should be as per format below in the e-procurement portal: (However, parties submitting offline offer shall submit the duly filled price bid form as sought Annexure-1)

Item	Particulars	Formula (if any)
1	Basic Price , Rs./kg	A
2	Excise Duty, Rs./kg	B
3	VAT (C)/ CST (C1)	$C = (A+B) * 5\%$ $C1=(A+B) * 2\%$
4	Freight Charges	E
5	Total Cost	$F = \text{SUM}(A+B+C \text{ or } C1+E)$
6	Less: Cenvat	Not applicable
7	Less: VAT	$H = C$
8	Landed Cost	$I = F-H$
9	Terms of payment	30 days from date of delivery

Price quoted should be on FOR Manali basis (inclusive of Insurance & Freight Charges.) in **Rs/kg**.

Changes in statutory levies like **excise duty**, sales tax or octroi charges as applicable on the product shall be reimbursed at actuals based on documentary proof. Taxes and duties as applicable shall be clearly mentioned. Form-C will be issued by BL as required.

6.2 No Change in the accepted price structure on the basis of landed cost at our Manali works shall be permitted during the period of contract under any circumstances.

7. PAYMENT TERMS

7.1 100% payment with minimum 30 days credit from the date of receipt of material at our works. Bills in triplicate along with copy of call up letter shall be submitted. In case the supplier wants to offer a credit period other than 30 days the same should be clearly mentioned in the quote itself. For any change in the credit period offered by the supplier, suitable adjustments will be made in arriving at the landed cost for our company

7.2 Preferred mode of payment is by NEFT for which relevant details shall be furnished on placement of order.

7.3 Payment will be made only to the bidder or principal on whom the Purchase Order is placed. If offer states that payment is to be made to bidder's financier / creditor, the offer will stand rejected.

Seal and Signature of the tenderer:

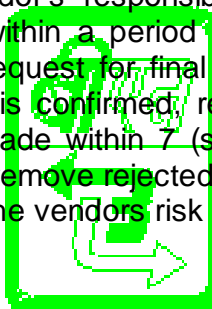
Date:

8. RISK PURCHASE

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the stipulated lead time, BL shall have the right and option to procure the products from alternate sources, at the risk and cost of the vendor, without further intimation. In case of rejection and with no request for re-test from vendor against the rejection or on confirmation of rejection after re-test, if dispatch of replacement material is not made within one week of intimation, BL shall have the right to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

9. ACCEPTANCE QUALITY PLAN

All supplies shall be accompanied by batch-wise test certificate. The company reserves the right to test the received material for conformance of quality. In the event of rejection of material at BL after quality testing, the vendor shall be informed about rejections and causes thereof. The vendor may within 3 days of intimation, request for another test and witness the same, subject to prior arrangement with BL's authority. Such testing, if warranted, shall be completed within a period of 7(seven) days of intimation of rejection. Removal of any rejected material shall be vendor's responsibility. Rejected material shall be removed from BL's premises within a period of 10 (ten) days of intimation of rejection to the vendor, if no request for final testing is made to BL. If re-test request is made and rejection is confirmed, removal of such rejected material from BL's premises must be made within 7 (seven) days of the re-test. In the event of failure of the vendor to remove rejected material on time, BL reserves the right to dispose the material at the vendors risk and cost without further reference to the vendor.



10.DELIVER TO PLANT

10.1 The vendor shall supply the call up quantity from their factory / warehouse by road transport, conforming to all safety and security regulations. Freight charges quoted by bidder shall be for transportation of supplies to our Manali, Chennai factory from vendor's factory / warehouse and shall be inclusive of loading and unloading expenses at either end.

10.2 Purchase Orders under this tender will be placed for DELIVERED supplies and Transit Risk for the supplies for the supplied material and insurance coverage thereof will be borne by the vendor and BL will not be responsible for in-transit damage / short delivery of material, if any. Necessary support will be provided to vendor by BL in respect of claim on insurance company by the latter.

11.EVALUATIONS OF BIDS

The on-line/offline closed bids shall be used for grading the bidders. Evaluation of price bids of **technically qualified bidders** will be done and lowest landed rate shall be taken as L1 price and next lowest as L2 price and so on.

Seal and Signature of the tenderer:

Date:

100% order will be awarded to L1 quoted bidder.

In case bids are received from related Companies (manufacturers or their dealers or their sister concerns), only the lowest among such bids shall be considered for evaluation. The other bids of related Companies will stand rejected.

12. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

13. SALES TAX / EXCISE FORMALITES & COMPLIANCE WITH REGULATIONS

Vendor shall warrant that all goods covered by this agreement / contract are dispatched and delivered 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.

The vendor shall issue the excise/tax paid invoice so that equivalent amount may be availed as Cenvat / VAT credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of excise paid invoice for availing Cenvat to the Company at the time of delivery of the consignment. Form pertaining to applicability of concessional rate of Sales Tax shall be issued to the vendor by BL, as necessary.

All laws and regulation required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and / or their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods covered by this agreement / contract.

14. 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 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 buyer arrived at after consultation with vendor, shall be final and binding. Such period of time shall be extended by the buyer to

Seal and Signature of the tenderer:

Date:

Tender Ref: SBULC/FISH OIL /04/237 /1617

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.

During the pendency of Force Majeure conditions, the Agreement and the obligations there under shall stand suspended provided the notice as required above is given in time. If such event continues beyond 14 days, the parties to this Agreement hereby agree to discuss and decide the course of action to be adopted in this regard including the possibility and manner of terminating the Agreement.

15.CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online. **However, offline price bids shall also be accepted by the Tender Inviting Authority for this tender.**

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., in support of their eligibility criteria / technical bids in the eProcurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

16.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>

HELPPDESK 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.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. Sivakumar (Chennai)	siva.kumar@c1india.com	+91-9042773377
2. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290
4. Mr. Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-022-66865633
5. Mr. Ujjal Mitra	ujjal.mitra@c1india.com	+91-8986678058

Seal and Signature of the tenderer:

Date:

17. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before 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.

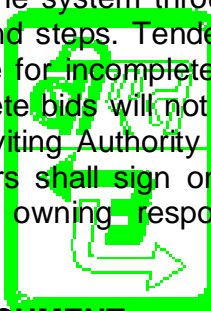
All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

18. 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 eProcurement platform and BL's website. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

19. 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.



20. SUBMISSION OF TENDER DOCUMENT

BL expects bidders's compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms & conditions / quality should be mentioned in the deviation sheet as per format of the tender documents and furnished along with the offer. BL shall not take cognizance of any deviation stipulated elsewhere in the bid.

Tender documents shall comprise the following documents:

1. Copy of our Tender Enquiry No **SBULC/FISH OIL/04/237/1617 DT 30.12.2017** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. EMD as pay order / demand draft / irrevocable BG as per our format or if exempted with a copy of valid relevant certificate
3. For Agents/Dealers- Authorization from their manufacturing Principal.

Seal and Signature of the tenderer:

Date:

4. **Duly filled price bid as sought in Annexure-1 (Only in case of offline tender submission)**
5. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
6. Vendor details as per format given in Annexure-2.
7. Other applicable documents, if any.

The sealed envelope containing all the above documents super scribing **"Offer for- Fish Oil for Industrial Use**, Ref: Tender Enquiry No **SBULC/FISH OIL/04/237/1617 DT 30.12.2016** shall be submitted off-line at the following address:

Senior Manager [SCM]
BALMER LAWRIE & CO. LTD.
SBU Leather Chemicals
32, Sathangadu Village, Manali,
Chennai – 600068.

Phone : 044 – 25946543 / 25946500
Fax : 044 – 25941156
email: a.arun@balmerlawrie.com

21.PRICE BID SUBMISSION

In case of parties submitting both e-bid as well as normal offer (hard copy), only the e-bid price will be considered.

22.VALIDITY OF OFFER

Your offer should be valid for acceptance up to **45 days** from the due date of this tender **(ie. From 12.01.2017)**.

23.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.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute

Seal and Signature of the tenderer:

Date:

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Offer(s) tenderer(s) may be rejected if a conflict of interest between the tenderer(s) and the company is detected at any stage.

24. 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.

25. AWARD OF CONTRACT

100% order will be placed on the L1 quoted tenderer based on the rates provided in the e-procurement portal as per the indicative price format as per clause 6.0 or rate provided in Annexure-1

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates

For Balmer Lawrie & Co Ltd

Senior Manager (SCM)



Seal and Signature of the tenderer:

Date:

Tender Ref: SBULC/FISH OIL /04/237 /1617

Annexure-1

Price Bid

(To be filled by vendors who are submitting their offer offline only)

SL NO.	DESCRIPTION	UNIT	QTY	RATE/UNIT IN Rs.	AMOUNT IN Rs.
A	FISH OIL FOR INDUSTRIAL USE AS PER SPECIFICATION	kg	10,000		
B	EXCISE DUTY, If any @)_____	%			
C	VAT/CST ON (A+B)@_____	%			
D	FREIGHT	LUMPSUM			
E	INSURANCE	LUMPSUM			
F	TOTAL [FOR MANALI, CHENNAI-68] (A+B+C+D+E)				

Price quoted should be on FOR Manali basis (inclusive of Insurance & Freight Charges.) in **Rs/kg.**

AWARD OF CONTRACT:

- 100% order will be placed on the overall L1 quoted tenderer**
- If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

Seal and Signature of the tenderer:

Date:

Annexure-2

Vendor Details

(Vendor shall fill in all the fields. If not applicable, please mention 'Not Applicable')

1.	Vendor Name	
2.	Address	
3.	Postal Code	
4.	Contact Person	
5.	Telephone No. (Landline)	
6.	Telephone No. (Mobile)	
7.	Fax	
8.	email	
9.	Industry/ Company Type (Mfr / Dealer etc.)	
10.	Taxes applicable	
11.	TIN No.*	
12.	CST No.*	
13.	Service Tax Regn No.	
14.	PAN No.*	
15.	ECC No.*	
16.	ECC Range*	
17.	ECC Division	
18.	Whether SSI/NSIC/MSME* unit? If yes, enclose valid certificate copy.	
19.	If SSI/NSIC/MSME, whether under category SC/ST?	

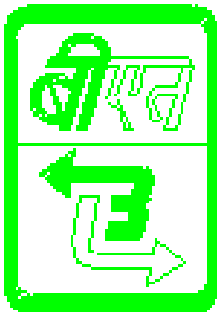
*Valid registration
certificates to be
enclosed

Seal and Signature of the tenderer:

Date:

Tender Ref: SBULC/FISH OIL /04/237 /1617

DEVIATION SHEET

CI No. of Tender	Tender Requirements	Deviation
		

Seal and Signature of the tenderer:

Date:

Proforma of the Guarantee
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the (purpose) (hereinafter called "the Bid") against Tender reference No: dated of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. (Rupees only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, (Name of the Bank) having our office at (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, (name of the bank) of (address of the bank) having our office, inter alia, at (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. (address) (hereinafter called "the Purchaser") in the sum of Rs (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of, 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only.)
 - ii) This Bank Guarantee shall be valid upto
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)
- (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of , 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)