

TENDER DOCUMENT
FOR
COMPOSITE WORK OF
CIVIL, MECHANICAL & ELECTRICAL WORK

AT
OIL & NATURAL GAS CORPORATION LTD, URAN
NAVI MUMBAI, MAHARASHTRA
UNPRICED BID – PART – I

Tender No. : ROFS/2K19/02/ENQ/12

Tender Date : 26.09.2019

Due date and time: 09.10.2019 upto 15:00 Hours

Date & Time of Opening: 09.10.2019 at 16:00 Hours

Balmer Lawrie & Co. Ltd.

REFINERY & OILFIELD SERVICES
21, Netaji Subhas Road, Kolkata 700 001



Balmer Lawrie & Co. Ltd.
SBU : Refinery & Oil Field Services

INSTRUCTIONS TO BIDDER

TENDER NO. ROFS/2K19/02/ENQ/12 DUE ON 09.10.2019

Composite work of Civil, Mechanical and Electrical Work at ONGC Uran

1.0 PROCEDURE FOR BID SUBMISSION

The Tender Document comprises of two Bids viz Unpriced Bid – I and Priced Bid – II. The submission of offer can be made through e-bidding only as per following :

1.1 BID SUBMISSION THROUGH E-BIDDING

The bidders shall submit their response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedures and steps given below. The bidders would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids on line. The bidders shall submit offer comprising Notice Inviting Tender, pre-qualification documents, Vendors' Information, EMD details in the standard formats prescribed in the Tender documents displayed in e-Procurement web site. The bidders shall download all the above documents, upload the same along with scanned copies of all the relevant certificates, documents etc., duly stamped and signed, in support of their eligibility criteria/NIT in the e-Procurement web site. However, for bulky documents which cannot be scanned and uploaded, physical copy of the same along with Unpriced Bid (Part-I) of the Tender Document, duly stamped and signed may be sent to the Tender Inviting Authority before the tender opening date along with EMD amount. Similarly, Priced Bid should be downloaded, filled up and uploaded in the specific online folder maintained at Balmer Lawrie's e-procurement site. No physical copy of the Priced Bid should be submitted by the vendors.

1.1.1 Registration with e Procurement platform

For registration and on line bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., Shri Tuhin Ghosh, Mobile No. 08981165071 or Shri Ujjal Mitra, Mobile No. 07702669806 and register themselves on line by logging in to the website <https://balmerlawrie.eproc.in>

1.1.2 Digital Certificate authentication

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

1.1.3 Submission of Hard copies

After submission on-line bid, the bidders are requested to submit the demand draft towards EMD (if applicable) along with original Affidavit and pre-qualification & documents which could not be uploaded due to its bulkiness to the Tender Inviting Authority on/before the due date of opening date under cover of Unpriced Bid, Part - I. These can be submitted either in person or through courier or by post. Under no circumstances, physical copy of Price Bid should accompany with these documents.

Balmer Lawrie 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 acknowledgment from the Tender Inviting Authority as proof of submission of hard copies.

1.1.4 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum/ Corrigendum's issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform. No separate newspaper advertisement will be published for this. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

1.1.5 Bid Submission Acknowledgment

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgment 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.

1.1.6 Disclaimer Clause

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.

2.0 BID SUBMISSION

Bidders should send EMD (if applicable) and other voluminous prequalification documents which could not be uploaded, along with copy of Unpriced Bid to the Bid Inviting Authority on or before the due date of opening of tender. If it is found that EMD (except MSME registered vendor/s) is not received before opening of the online bid on due date, such offers even qualify as per the tender requirement, shall be rejected.

Fax/e-mail offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post. Offers not conforming to the above mentioned requirements are liable to be rejected.

Documents which could not be submitted by the bidders (except Price Bid) along with EMD as stipulated in the tender should reach the Bid Inviting Authority at the following address within the due date and time:

Associate Vice President (ROFS)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001
Phone : (033) 22225706
e-mail id : biswas.s@balmerlawrie.com

1.3 OPENING OF TENDER

The Unpriced Bid (Part- I) will be opened on the due date and time as mentioned in the NIT.

Online Priced Offers of qualified and eligible bidders will be opened on a separate working day within the business hours of 09.30 to 18.30 Hours.

Thanking you,
For **Balmer Lawrie & Co. Ltd.**

(A.K. Basak)
Head (Technical)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

Tender Enquiry: ROFS/2K19/02/ENQ/12 Dated: 26.09.2019

Due date: 09.10.2019 upto 15:00 Hours

Balmer Lawrie & Co. Ltd. (BL) invites offers through online bidding for composite work of Civil, Mechanical & Electrical work at Oil and Natural Gas Corporation Ltd. (ONGC), Uran Plant, Navi Mumbai, Maharashtra.

The detailed scope of work and other terms & conditions are as under:

1.0 SCOPE OF WORK

A. Civil Work:

- I. Supplying, placing & compacting, machine mix concrete of grade M20 including formwork for all depths above and below ground level with all materials and labour as per specification and as directed by Engineer-in-Charge.
- II. Providing, bending, binding and laying in position, steel reinforcement as per drawings at all depths including removal of scales, dust, grease etc. and rendering of surface, placing concrete cover blocks, chair supports etc. complete with preparation of bar bending schedules and obtaining approval for the same. Ribbed tor steel or equivalent HYSD bar of Fe415 grade of approved make.

B. Mechanical Work

- I. Supply of 150NB ERW medium MS Pipes as per IS 1239. Required length of pipes is 6.0 meter each and both side shall be fitted/welded with 6" RF MS Flange as per BS 10 Table ' E ', ANSI B16.5
- II. Installation of MS Pipe , Fittings and flanges including necessary Nuts, Bolts, Gaskets as per following : 6"/4"/2" NB M.S. B ERW M.S. pipe as per IS:1239. (Weld joints will be paid through separate line item)
- III. Carrying out of Butt / Socket / Fillet weld joints with face preparation(as required) as per good engineering practice and instruction of Site in Charge for various pipe diameters (upto 6" NB) with supply of all necessary tools, tackles, consumables, power etc. (1 inch-dia = 1" dia x 1 no. joint)

- IV. Miscellaneous steel supply, fabrication and erection.
- V. Supply of 6" X 4" size Reducer both side shall be fitted with 150 class MS flange, ANSI B16.5

C. Electrical Work

- I. Supply, installation & termination of 6 mm thickness x 50 mm (W) GI earthing strip.
- II. Supply and installation of 8 SWG GI wire for earthing including provision of socket at both end of each piece.

2.0 Pre Qualification Documents:

Bidders shall submit copies of the following documents along with their bids:

- Order/completion certificate for Civil/Mechanical/ Maintenance/ Misc. Work of similar nature.
- PAN Card
- GST Registration Certificate
- PF & ESI Registration (Declaration, if not applicable)
- "Affidavit on non-judicial stamp paper in case of proprietorship firm "Partnership Deed" in case of Partnership firm/"Memorandum and Articles of Association" in case of Limited Company.

3.0 Contract Period

The contract shall remain Valid for a period of 36 months.

4.0 Completion time

The work shall be done in phases for each tank, as per site requirement.

The completion period shall be **28 days** for completion of each phase from the date of handing over of each site.

5.0 PHYSICAL ASSESSMENT OF WORK

Bidders interested to participate in this tender should visit the worksite at ONGC Uran, with prior intimation to Balmer Lawrie & to understand the entire scope of work before quoting. Bidders may contact Mr. Sanjeev Kumar at Mob No. 9007646898 for any further clarification.

6.0 CONTRACT TENURE & OTHER TERMS & CONDITIONS

- i) Tenure of the contract will be as specified in Clause no. 3 and 4. However, the contract period may be curtailed/extended depending upon the variation of quantity & scope without any alteration of rates, terms & conditions of the contract.
- ii) Compliance with all statutory norms viz. Minimum Wages Act/ fixed wages for ONGC Uran, Provident fund, ESI/medical facility through proper insurance coverage if ESI facility is not available, Workmen Compensation etc. and any other rules required for this purpose and that may be enforced/ amended time to time by the statutory authorities are in the scope of the bidder and included in the quoted rates. Execution of work shall be carried out complying with the norms of ONGC and as per the satisfaction of BL.
- iii) Obtaining all requisite clearances from statutory authorities and/or ONGC Uran including police verification from local Police Station, for deployed manpower, shall be in bidder's scope
- iv) Compliance with all Safety & Environmental Regulations as per requirement of ONGC Uran.
- v) National Holidays & Local Political disruptions/strikes are not to be considered as working days. It should be noted that Sundays/ Holidays are to be considered as working days. Shift timing will be guided as per ONGC / local norms
- vi) The work shall have to be carried out in 8 hours shift duration, 7 days a week. Bidders should arrange to deploy sufficient resources so that entire job is completed within the stipulated time
- vii) All local issues should be taken care of by the bidder. Under no circumstance, Balmer Lawrie should be dragged into any such issues.
- viii) All categories of work and operations may change depending on actual conditions at site

7.0 TAXES & DUTIES

Goods & Services Tax (GST), contractor shall be payable extra, subject to contractor's compliance to the same.

8.0 EVALUATION CRITERIA

Goods & Services Tax (GST), contractor shall be payable extra, subject to contractor's compliance to the same.

8.0 PAYMENT TERMS

100% payment for each phase of work shall be made after completion and inspection of work for each phase, and certification of bill by our site in charge.

Quantity of work as indicated in the Priced Schedule may vary depending on site conditions. Payment will be made for the actual quantity of work done and material supplied, as certified by BL's site in Charge.

9.0 LEGAL JURISDICTION

All questions, disputes, differences, arising out of and/or in connection with this purchase order, shall be subject to the appropriate court(s) under the jurisdiction of the High Court at Kolkata.

10.0 LABOUR LAWS & REGULATIONS

It shall be the responsibility of contractor to obtain necessary labour license from the Licensing Authority under the "Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules made thereunder and produce the same to the Engineer-in-Charge before start of the job. You shall also comply with all obligations under the said Act/Rules as well as other applicable labour laws. Licensing Authority shall be Assistant Labour Commissioner (Central), Office of the Regional Labour Commissioner (Central), Maharashtra.

11.0 PROVIDENT FUND

The provisions of the EPF & MP Act, 1952 and Rules/Scheme framed thereunder shall be complied by the contractor for the contractor's manpower to be engaged for this job. Contractor shall furnish the code no. allotted by RPFC Authority to the Engineer-in-Charge.

12.0 FIRMNESS OF RATES

The rates as quoted by the contractor shall remain valid for the entire duration of the contract.

13.0 PENALTY

1% of the basic value for each phase/tank shall be deducted for each week of delay of part thereof subject to a maximum of 5%.

14.0 VALIDITY OF BID

The bid shall be kept valid for **90 days** from due date of this tender.

15.0 TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)

15.1 MSEs must have a valid **Udyog Aadhar Memorandum (UAM)** identification No., declared on CPPP to avail the benefits/preference available vide Public Procurement Policy for MSEs

15.2 MSEs participating in the tender must submit UAM registration certificate along with their unpriced bid.

- 15.3 The successful bidder should ensure that the UAM is valid till the end of the contract period.
- 15.4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 15.5. The MSEs with valid Udyog Aadhaar number are exempt from payment of Earnest Money Deposit (EMD).
- 15.6. Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty percent of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15 percent shall be allowed to supply up to 20 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

For Further clarity in this regard a table is furnished below:

Type of Tender	Price Quoted by MSE	How to Finalize the Tender
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	20% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- 15.7 Out of the twenty percent target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price four percent sub-target so earmarked shall be met from other MSEs.
- 15.8 To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling BL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
- a. In case of proprietary MSE, proprietor (s) shall be SC/ST

b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.

c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

16.0 EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

An EMD of Rs. 12,000/- (Rupees Twelve Thousand only) through DD in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata and shall be submitted along with the offer. Bid submitted without EMD is liable to be rejected.

Bidders registered as Micro & Small Enterprises (MSEs) with valid Udyog Aadhar Memorandum (UAM) shall be exempt from submission of EMD.

The successful bidder, in case of award of job, shall deposit **2%** of contract value as security deposit, by way of Demand Draft in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata or through bank guarantee in prescribed format from any scheduled bank.

The security deposit shall be submitted within 15 days from the date of work order.

17.0 ARBITRATION

Any dispute or difference arising out of the contract/agreement shall be referred for adjudication to a Sole Arbitrator to be appointed jointly by both the parties in terms of Arbitration and Conciliation Act 1996 (as amended). Arbitration proceedings shall be conducted in English language and place of arbitration will be Kolkata. The Arbitrator so appointed will pass a speaking award which will be binding on both the parties. Cost of Arbitration will be shared equally between the parties, unless agreed otherwise.

18.0 JURISDICTION

Notwithstanding anything contained in any other law, the courts in the city of Kolkata along shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator

19.0 TERMINATION OF CONTRACT

In case of violation/breach of any agreed terms and conditions of contract and persistently failure/negligence to observe and perform all or any of the acts, deeds, matters or things to be observed and performed by the Contractor requiring the Owner to observe or perform the same, BL may cancel/terminate this contract and the Security Deposit of the contractor will be forfeited.

20.0 RIGHT OF ACCEPTANCE/REJECTION

Mere issue of tender document, participation in e-procurement portal and submission of bids does not necessarily qualify for consideration of bids. Balmer

Lawrie & Co. Ltd. reserves the right to accept or reject any tender without assigning any reason whatsoever.

21.0 CONFLICT OF INTEREST

The bids of any tenderer may be rejected if a conflict of interest between the bidder and the company is detected at any stage.

22.0 TENDER SUBMISSION

Offers should be submitted through online to our e-procurement portal <https://balmerlawrie.eproc.in> as per instruction laid down in 'Instructions to Bidder'. However, voluminous documents may be submitted to:

Associate Vice President (ROFS)

SBU : Refinery Oil Field Services

Balmer Lawrie & Co. Ltd.

21, Netaji Subhas. Road, Kolkata – 700 001.

for **BALMER LAWRIE & CO. LTD.**

**(A K Basak)
HEAD (TECHNICAL)**

Annexure – I**VENDORS' INFORMATION**

SL. NO.	PARTICULARS	DETAILS
1.0	Name of the Company/Firm	
1.1	Full Address – HO/Regd. Office	
1.2	Full Address of Branch Office	
1.3	e-mail id	
1.4	Contact Person	
1.5	Landline No. Mobile No. Fax No.	
2.0	GST Registration No.	
3.0	PAN No.	
4.0	PF Registration No. & Date	
5.0	ESI Registration No. & Date	
6.0	Is your company MSME Unit? If yes, please provide UAM and attach certificate	
7.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
8.0	Name of Bank	
8.1	Branch	
8.2	Branch Code	
8.3	Full Address of the Banker	
8.4	IFSC Code	
8.5	MICR Code	
8.6	Account No.	
8.7	Type of Account (Saving/Current)	