

ROFS/2K19/03/ENQ/05 17<sup>th</sup> October, 2019

#### NOTICE INVITING TENDER

#### Due Date & Time: 28.10.2019 Upto 16:00 Hours

**Balmer Lawrie & Co. Ltd.** invites sealed offers under single bid system from manufacturers/dealers registered with its SBU: Refinery and Oil Field Services for supply of 2" internal diameter (id) OSD rubber Hose suitable for handling crude oily sludge, as per the following terms & conditions:

#### 1.0 Scope of Work

The scope of work covers supply of Wire braided OSD rubber hose suitable as described in the Price Schedule of this tender.

#### 2.0 Type of Bid: Single Bid (Limited Tender)

#### 3.0 Validity of Offer

Rates to be quoted by the bidders will have a validity of 90 days from the due date of the tender.

#### 4.0 Quantity Variation

Quantities mentioned in the price schedule are initial requirement. Balmer Lawrie may amend the quantity during placement of order at same rates and terms & conditions.

#### 5.0 Procedure of Evaluation

Successful vendor shall be selected based on acceptance of tender conditions and L1 rate inclusive of Packing & Forwarding (if any) & Freight Charges before GST.

#### 6.0 Freight charges & Delivery address

Bidders shall indicate lump sum freight charges in the Price Schedule for delivery of hose at the following address:

Balmer Lawrie & Co. Ltd C/o IOCL Haldia Refinery, PO: IOCL Haldia Oil Refinery Dist : Purba Medinipur West Bengal-721606 Contact Person : Shri Aloke Ranjan Das, Mob:9433124579

#### 7.0 Splitting of order

Supply is not splitable.

# 8.0 Tender Conditions for Benefits/Preference for Micro & Small Enterprises (MSES)

- 8.1 MSEs must declare <u>Udyog Aadhar Memorandum (UAM)</u> on Central Procurement Portal (CPPP) to avail the benefits/preference available vide Public Procurement Policy for MSEs
- 8.2 MSEs participating in the tender must submit UAM registration certificate along with their bid.
- 8.3 The successful bidder should ensure that the UAM is valid till the end of the contract period.
- 8.4. 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.
- 8.5. 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 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.

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		
Cannot be split	L1	Full Order on MSE		
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching		

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

- 8.7 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.
- 8.8 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.

# 9.0 Guarantee/Warranty

The vendor shall guarantee the owner & their authorized representatives against defects in design, workmanship, material and performance for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. Any defect brought to your notice within the guarantee period shall be made good/replaced/changed promptly free of cost/ charge.

#### 10.0 Inspection

Balmer Lawrie reserves the right to inspect the materials at your works prior to despatch and you will provide all assistance in carrying out such inspection free of any charges. Internal inspection reports should be provided by the vendor at the time of intimation of date of inspection to Balmer Lawrie.

#### 11.0 Delivery period

Hose should be dispatched for delivery, within 21 days from placement of order.

#### 12.0 Liquidated Damages

In case of delay in supply of the material beyond contractual delivery date, the following shall be applicable

**a.** Price reduction by a sum equivalent to one percent (1%) of the basic order value per week of delay or part thereof subject to a maximum of 5% of the basic order value.

#### 13.0 Goods & Services Tax (GST)

GST shall be paid as extra as applicable. The present rate is 18%.

#### 14.0 Payment Terms:

Payment shall be made after receipt of materials in good condition at site and on submission of invoice accompanied with receipted copy of challan, test and guarantee certificate.

- **15.0** No deviations whatsoever regarding specifications of the items or makes will be accepted and vendor should quote strictly on the basis of the specifications and makes mentioned in the tender.
- **16.0. Non Conformance**: Tenders not conforming to all the requirements mentioned herein are liable to be rejected.

#### 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

Bidders should submit their offers in this prescribed format along with copy of MSME Udyog Aadhaar Registration Certificate, as applicable, duly stamped and signed in sealed envelope within due date and time to the following Bid Inviting Authority :

Manager (Commercial) Balmer Lawrie & Co. Ltd. SBU : Refinery Oil Field Services 21, Netaji Subhas. Road, Kolkata – 700 001

Bidders may download the tender from Balmer Lawrie's website: www.balmerlawrie.com. For further information and clarification, please contact :

Shri S Biswas, Ph : (033) 22225706/ Mob : 9433092888 e-mail : <u>biswas.s@balmerlawrie.com</u>

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

( A Bandyopadhyay ) Head (ROFS)

## 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	Goods & Services Tax Registration No.	
3.0	PAN No.	
4.0	Is your company MSME Unit? If yes, please provide details and attach valid certificate	
5.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
6.0	Name of Bank	
6.1	Branch	
6.2	Branch Code	
6.3	Full Address of the Banker	
6.4	IFSC Code	
6.5	MICR Code	
6.6	Account No.	
6.7	Type of Account (Saving/Current)	

### NOTES ON PRICE SCHEDULE

- 1.0 Details of the items under this Schedule shall be read in conjunction with this note and corresponding Specifications, Drawings and other Tender Documents.
- 2.0 The work shall be carried out as per approved drawings, Specifications and the description of the items in this Schedule and/or Engineer's instructions
- 3.0 The tenderer should quote for all items in the Schedule of Rates. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- 4.0 The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- 5.0 All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.
- 6.0 Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.
- 7.0 Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Engineer-In-Charge.
- 8.0 The Quantities of the various items mentioned in the Schedule of Items are approximate and may vary up to any extent or be deleted altogether.
- 9.0 Engineer's decision shall be final and binding on the Contractor regarding clarification of items in this Schedule with respect to the other sections of the Contract.

# Balmer Lawrie & Co. Ltd. **Refinery & Oilfields Services**

#### PRICE SCHEDULE

Tender No. : ROFS/2K19/03/ENQ/05 Date : 17.10.2019 Due date & Time

: 28.10.2019 upto 16:00 Hours

SI. No.	Description	Quantity (Metre)	Rate (Rs,)	Amount (Rs,)
1.0	Wire braded OSD Hose (Rubber) suitable for working pressure of 16 kg/cm <sup>2</sup> and temperature of 100°C			
1.1	2" Internal Diameter	80 metre (40 metre x 2)		
2.0	Packing & Forwarding Charges			
3.0	Freight Charges upto IOCL, Haldia Refinery		Lumpsum	
4.0	Sub-Total			
5.0	Goods & Services Tax (GST)		18%	
6.0	Grand Total			

#### NOTE :

- (i) No column should be left blank.
- The quantities mentioned above may increase/decrease at the time of placement of (ii) order, however, prices should remain firm till complete execution of the same.