

## **INSTRUCTION TO BIDDERS**

#### TENDER NO. ROFS/R & M/20-21/ENQ/05 DUE ON 20.01.2021 UPTO 15:00 HOURS

#### 1.0 **PROCEDURE FOR BID SUBMISSION**

The Tender Document is comprising of Notice Inviting Tender and Price Schedule under the single bid system. The submission of offer can be made by interested vendors, through physical bidding as per following procedures:

#### 1.1 BID SUBMISSION IN PHYSICAL FORM

Bidders interested to participate in this tender can access the company's website: <u>www.balmerlawrie.com</u> and download the tender document. Offer consisting of `Instruction to the Bidders', Notice Inviting Tender and Price Schedule, duly stamped, singed and filled up in the Price Schedule, should be submitted to the Bid Inviting Authority in single sealed envelope subscribing Tender No, Date, Due Date within due date of time.

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.

Detailed offer complete in all respects as stipulated in the tender should reach the Bid Inviting Authority at the following address within the due date and time.

Head(ROFS) Balmer Lawrie & Co. Ltd. Refinery & Oil Field Services 21, Netaji Subhas Road Kolkata – 700 001 Phone : (033) 22225558 E-mail:kumar.sanjeev@balmerlawrie.com

Bidders may also contact the Bid Inviting Authority for any clarifications.

#### 1.2 Opening of Bids

Bids will be opened on the date and time indicated in the tender document and no intimation will be given to the bidders separately.

#### For Balmer Lawrie & Co. Ltd.

(A. Bandyopadhyay) Head (ROFS)



ROFS/R & M/20-21/ENQ/05

13<sup>th</sup> January, 2021

# TENDER ENQUIRY

# Due Date & Time: 20.01.2021 UPTO 15:00 Hours Date & Time of Opening: 20.01.2021 at 16:00 Hours

**Balmer Lawrie & Co. Ltd.** invites offers under single bid system from competent suppliers with sound technical & financial capabilities for supply of hydraulic rubber hoses, as per the following terms & conditions:

# 1.0 Scope of Work

The scope of work covers supply of hydraulic rubber hoses with fittings as detailed in the Price Schedule.

# 2.0 Pre-Qualification Criteria of Bidders

Empaneled Vendors interested to participate in this tender should submit/upload the following pre-qualification documents :

- i) Order copy/completion certificate for supply of Hydraulic hose for last 7 years. (To be reckoned from the due date of the tender)
- ii) GST Registration Certificate
- iii) PAN Card
- iv) Affidavit on non-judicial stamp paper in case of proprietorship firm, "Partnership Dees" in case of Partnership firm, "Memorandum & Articles of Association" in case of Limited Company.
   Note: offers of such bidders shall not be accepted, who have supplied hoses to

Balmer Lawrie previously and the hoses supplied by them have not performed satisfactorily/found leaking.

3.0 Type of Bid: Single Bid

#### 4.0 Validity of Offer

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

#### 5.0 Quantity Variation

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

#### 6.0 Procedure of Evaluation

Vendors will be evaluated based on submitted pre-qualification documents and acceptance of all tender terms. L1 bidder shall be decided based over overall rates excluding GST.

#### 7.0 Delivery address

The material is to be delivered at the following delivery address:

Balmer Lawrie & Co. Ltd. C/o Oil and Natural Gas Corporation Ltd. Mumbai Region,Uran Plant Uran-400702

Contact Person: Mr. Prabhat Kumar M: +91- 8511269755

Packing forwarding shall be in the bidder's scope and included in the quoted price.

#### 8.0 Splitting of order

Supply is not splitable.

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

- 9.1 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
- 9.2 MSEs participating in the tender must submit UAM registration certificate along with their bid.
- 9.3 The successful bidder should ensure that the UAM is valid till the end of the contract period.
- 9.4. 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.

- 9.5. The MSEs with valid Udyog Aadhaar number, duly declared on CPPP are exempt from payment of Earnest Money Deposit (EMD).
- 9.6 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.

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:

- 9.7 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.
- 9.8 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.

#### 10.0 Inspection

Balmer Lawrie reserves the right to inspect the materials at your works prior to dispatch 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**

The material 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. Bidder Shall Mention HSN Code and GST Rate as part of priced bid

#### 14.0 Billing Address:

The invoice shall be raised against the following billing address:

Balmer Lawrie & Co. Ltd. 5,J N Heredia Marg,Ballad Estate,Balmer Lawrie Building Mumbai, Maharashtra-400001 GSTIN: 27AABCB0984E1ZV

#### 15.0 Payment Terms:

Payment shall be made after receipt of materials in good condition at site and on submission of Tax invoice.

**16.0** 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.

**17.0.** Non - Conformance: Tenders not conforming to all the requirements mentioned herein are liable to be rejected.

# 18.0 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.

# **19.0 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

# 20.0 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.

# 21.0 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.

# 22.0 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.

# 23.0 TENDER SUBMISSION

Offers should be submitted as per instruction laid down in `Instructions to Bidder's to

# Head(ROFS)

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

# 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

Tender No.: ROFS/R & W20-21/ENQ/05Due date & Time: 20.01.2021 at 15:00 Hours

# PRICE SCHEDULE

SI. No.	ltem	UOM	Qty	Rate	Amount
	Hydraulic Hose				
1	<ul> <li>1/2" Wire braided flexible(rubber) hydraulic hose</li> <li>20 mtrs length suitable for 200 Bar Working</li> <li>Pressure, both end fitted with swivel end fittings</li> <li>(female type).</li> </ul>		30		
2	1 "Wire braided flexible(rubber) hose 60 mtrs length suitable for 85 Bar Working Pressure, both end fitted with swivel end fittings (female type).		1		
3	Freight Charges (Delivery to ONGC Uran,)	LS	1		
4	Sub Total (Basic Price)				
5	GST @% (HSN Code:)				

# NOTE :

- (i) Vendor must quote all items and no column should be left blank.
- (ii) The quantities mentioned above may increase/decrease at the time of placement of order, however, prices should remain firm till complete execution of the same.
- (iii) Packing & Forwarding shall be in the scope of the bidder and the prices quoted shall be inclusive of the same. The vendor shall be responsible for any damage to material in transit and payment will only be made after receipt of material in good condition at designated site.