



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services
NOTICE INVITING TENDER

Supply of SS Pipes: 4" dia, schedule 10 ASTM A – 312 Seamless SS 304

Tender No. : ROFS/2K19/02/ENQ/18 (R)
Date : 12/03/2020
Due Date & Time : 19/03/2020, 16:00 Hrs
Date & Time of Opening : 19/02/2020, 16:30 Hrs

M/S BALMER LAWRIE & CO. LTD. (BL) invites **online offers** in this prescribed format under Single Bid System from manufacturers or their authorized dealers/distributors supply of 4" dia Stainless Steel (SS) pipes, Schedule 10, ASTM – A – 312, seamless SS 304 as per specification mentioned elsewhere in the tender document.

1.0 SCOPE OF WORK

The scope of work under this tender covers supply & delivery to location stipulated elsewhere in the tender.

- | | | | |
|-------|---------------|---|-----------------------------------------------------------------------------------------|
| 1.1 | Item | : | 4" dia SS Pipes |
| 1.1.1 | Specification | : | Schedule 10 ASTM A-312 Seamless SS 304 |
| 1.2 | Quantity | : | 42 (Forty-Two) Nos |
| 1.3 | Length | : | 6 meters (Each pipe) |
| 1.4 | Application | : | Crude Oil Sludge from Oil storage Tank |
| 1.5 | Make | : | SAIL, TATA STEEL, JINDAL, RINL, UST, MSL
ISMT (Indian Seamless Steels & Alloys Ltd.) |

Or
"Equivalent approved make"

2.0 PRE-QUALIFICATION (PQ) CRITERIA

The prospective tenderers shall fulfil the pre-qualification criteria and submit following documents in support of the same:

- a) Order copy and/completion certificate for supply for similar supply during the last 7 years.
- b) Submission of Earnest Money Deposit of Rs. 3200 (Three thousand two hundred)
- c) GST Registration Certificate
- d) PAN
- e) Proof of IT return
- f) "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.

- g) In case of authorized dealer, the tenderer shall submit valid authorization letter/certificate from the manufacturer.
- h) In case of MSME, verifiable UAM no shall be submitted

3.0 COMPLETION PERIOD

Time is the essence of the contract. The pipes shall be delivered at delivery address (as per point no 4.0) within **21 (Twenty-One) days** from the date of Letter of Intent (LOI)/ Purchase Order (PO) whichever is earlier.

3.1 DISPATCH CLEARANCE

Successful bidder needs to submit Manufacturing Test Certificate and guarantee / warrantee certificate prior to dispatch. Balmer Lawrie & Co Limited will provide dispatch clearance based upon satisfactory review of MTC and acceptance of guarantee and warrantee certificate.

4.0 DELIVERY ADDRESS

Balmer Lawrie & Co Limited
C/o OIL & Natural Gas Corporation
URAN Plant, URAN
Dist. RAIGAD, Maharashtra – 400702
GSTN: 27AABCB0984E1ZV

5.0 VALIDITY OF OFFER

Tenderers shall keep their offer valid for a period of **60 (Sixty) days** from the due date of this tender. Validity may be extended, if so advised by BL.

6.0 Earnest Money Deposit (EMD)

Unpriced Bid should be accompanied by a Bank Draft of **Rs 3,200 (Rupees Three Thousand two hundred only)** favouring 'Balmer Lawrie & Co. Ltd.' payable at Kolkata towards Earnest Money Deposit (EMD). However, registered MSME vendors as mentioned in subsequent clause are exempted from submission of EMD. EMD of successful tenderer/s will be converted to Security Deposit. EMDs of unsuccessful tenderers will be released after finalization of order.

Registered MSE vendors shall be exempted from need to furnish EMD, subject to their submission of valid registration certificates (as per clause 15) covering the tendered items/services. Declaration of Udyog Aadhar Memorandum [UAM] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

6.1 EMD of successful tenderer/s will be converted into Security Deposit. No interest shall be payable towards EMD amount.

6.2 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the work/purchase order and the acknowledgment of the same has been received by BL/the owner.

6.3 EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of order.
- c) Any unilateral revision made by the bidder during the validity period of the offer.
- d) Non-performance of the bidder during the tenure of work.

e) Bidders submitting false/fabricated/bogus documents in support of their credentials

EMD is exempted for bidders who have participated in Tender No. ROFS/2K19/02/ENQ dated 19.02.2020. Proof of earlier submission of EMD will be acknowledged.

7.0 SECURITY DEPOSIT

Successful bidder's EMD will be converted into Security Deposit

8.0 TYPE OF BID

Single covering techno-commercial and price under single envelope.

9.0 PROCEDURE OF EVALUATION

Placement of order will be decided based on overall L1 status of the bidder subject to acceptance of all other terms & conditions of this tender and without any deviation on technical specification.

10.0 FORCE MAJEURE

Any delay in or failure of the performance of either part 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, expropriation or confiscation of facilities by Government authorities, 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 Engineer-In-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the delivery period. On decision of BL/Owner arrived at after consultation with the Vendor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the Vendor to deliver the items within such extended period of time.

If Vendor is prevented or delayed from the performing any of its obligations under this agreement by Force Majeure, then Vendor shall notify Owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the event.

11.0 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration 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 & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

12.0 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

13.0 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 Supplier requiring the Owner to observe or perform the same, BL may cancel/terminate this contract.

14.0 NON-CONFORMANCE

Tenders not conforming to the above-mentioned requirements are liable to be rejected.

15.0 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.

16.0 PAYMENT TERMS

- i) **90% of the basic order** value along with full taxes shall be paid after receipt of materials in good conditions and submission of bill/invoice along with relevant test certificates and guarantee certificates.
- ii) **10% of the basic order** value shall be paid against submission of PBG (Performance Bank Guarantee) of equivalent amount as per ATTACHMENT-I with validity of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier. PBG shall be submitted after completion of delivery.

17.0 WARRANTIES & GUARANTEES

Vendor shall guarantee BL and their authorized representative against any and all defects in manufacturing, workmanship, materials and performance for a period of twelve (12) months from the date of commissioning or eighteen (18) months from the date of supply whichever is earlier. Should any defect develop during the guarantee period, it shall be remedied promptly free of charge by the Vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.

18.0 LIQUIDATED DAMAGES

A reduction at **0.5% of the basic order** value per week or part thereof subject to a maximum of **5% of the basic order** value will be applicable for delay in completion schedule.

19.0 TAXES & DUTIES

GST shall be mentioned separately as per price schedule. Any taxes and duties other than GST shall be included in the basic rate.

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

20.1 As Per Public procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012

- a. District Industries Centers (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village industries Board and Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Any other body specified by Ministry of MSME

20.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.

20.3 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

20.4. 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.

20.5. Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% 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% shall be allowed to supply 25% 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% 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%	25% 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

20.6 Out of the 25% target of annual procurement from micro and small enterprises, 4% has been earmarked for procurement from MSEs owned by SC or ST entrepreneurs and 3% from within 25% has been earmarked from supply from the MSEs owned by Woman entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4%/ 3% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs and woman entrepreneurs respectively shall be met from other MSEs.

20.7 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:

- In case of proprietary MSE, proprietor (s) shall be SC/ST
 - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 20.8 To avail the price preference in this tender, the bidder has to submit MSE certificate issued for goods/services involved in tender.

21.0 TENDER SUBMISSION

Bidder should submit offer on single bid envelop through on-line in Balmer Lawrie's e-procurement portal. (Please go through ITB for bid submission)

For further clarification on tender document, please contact Sri Samir Biswas, Manager (Commercial), Phone no +9133 2222 5706, Fax no. : + 91-33 2222 5333, E-Mail : biswas.s@balmerlawrie.com.

Yours faithfully,

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

**(Amitava Bandyopadhyay)
HEAD (ROFS)**

INSTRUCTIONS TO BIDDER REGARDING BID SUBMISSION

1.0 PROCEDURE FOR BID SUBMISSION

This is a single envelop tender. The submission of offer can only be made through e-bidding as per following guidelines:

1.1 BID SUBMISSION

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 given below. The bidder 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 their offers comprising the Tender Document, duly filled up (wherever required), stamped and signed along with all pre-qualification documents, EMD. The bidders shall download the tender document, upload the same along with scanned copies of all the relevant certificates, documents etc., duly filled in, stamped and signed, in support of their eligibility criteria/NIT in the e-Procurement web site. Priced part of Bid, as displayed in the site, should be downloaded, filled up the rates, amount and uploaded to Balmer Lawrie e-procurement site under 'Uploading Priced Bid' link in 'Bid common Form'.

1.1.1 Registration with e Procurement platform

For registration and online bid submission tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr.TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007	

ATTACHMENT-I**To**

Balmer Lawrie & Co. Ltd.
 Refinery & Oilfield Services
 21, Netaji Subhas Road
Kolkata – 700 001

BG No. : _____
 DATED : _____
 VALID UPTO : _____

This deed of Guarantee made this ____ day of ____ 20__ by the _____ a Bank registered under the _____ and having its registered office at _____ and wherever the context so requires includes its successors and assigns (hereinafter called 'The Surety') in favour of Balmer Lawrie & Co. Ltd. a Company registered under Indian Companies Act and having its registered office at 21, Netaji Subhas Road, Kolkata 700001 and wherever the context so requires include its successors and assign (hereinafter called the Company).

Whereas

1. The Company has placed a Purchase Order No. _____ dated _____ (hereinafter referred to as the Order) on M/s. _____ a Company registered under Indian Companies Act 1956 having its registered office at _____ and whereas the context so require includes its successors and assigns (hereinafter called or referred to as the Supplier).
2. Under the terms of the order, the supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) being the amount equivalent to ____% of the total value of the order for fulfilling the contract.
3. The Surety at the request of the Supplier, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost equipment, machinery, its parts and components found defective on account of Workmanship or defective material or inferior manufacturer, as mentioned in Warranty & Guarantee clause of the order for a period of 12 months from the date of last delivery or 18 months from the date of commissioning.
4. The Surety binds himself to pay to the extent of Rs. _____ in case of failure on the part of the Supplier to perform this guarantee provided the Company inform the Surety in writing to this effect.
5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this guarantee is restricted to Rs. _____ being ____ % value of the order.
6. The Surety shall not be discharged or released from this guarantee by any arrangement between the Company and the Supplier with or without consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance whether as to payment time performance or otherwise.
7. Notwithstanding anything contained hereunder, our liability under this Guarantee shall be restricted to Rs. _____ and the guarantee shall remain in force upto _____ 20__ unless a claim is lodged under this Guarantee within three months from the date of expiry of Bank Guarantee, your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof the said Surety subscribed and set its name and seal here onto _____ the day of 20____.

Place : _____
 Date : _____

PRICE SCHEDULE

Sl. No	Item Description	Qty (No.)	Length (Meter)	Total Length (Meter)	Rate (Rs)	Amount (in figures) (Rs)
1.0	<u>Supply of SS Pipes: 4" dia, schedule 10 ASTM A – 312 Seamless SS 304</u>	42 Nos	6	252		
2.0	Transportation at ONGC – Uran (Refer Clause No. 4.0)	1 LS				
3.0	Subtotal					
4.0	GST (bidder to specify %)					
5.0	Grand Total with GST (6+7)					
Grand Total with GST in Words:						

Note :

- 1) The quantities mentioned above may change, however the rates should remain firm.
- 2) The language of bid shall be English

Name of the Bidder :**Signature :****Seal of the****Company :****Date :****Place :**