



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

**Supply of Single Deck Steel Tank Roof Cutting Machine**

**Tender No.** : ROFS/CAPEX/19-20/ENQ/08  
**Date** : 21/08/2019  
**Due Date & Time** : 11/09/2019, 16:00 Hrs  
**Date & Time of Opening** : 11/09/2019, 16:30 Hrs

**M/S BALMER LAWRIE & CO. LTD. (BL)** invites **sealed offers** in this prescribed format under Single Bid System from manufacturers or their dealers/distributors supply of Single Deck Pneumatically Operated Tank–Roof Cutting Machine as per specification mentioned elsewhere in the tender document.

**1.0** **SCOPE OF WORK**

The scope of work under this tender covers design, fabrication and supply Single Deck Pneumatically Operated Tank–Roof Cutting Machine along with pneumatic motor and other accessories with proper packing, transportation to the delivery location stipulated elsewhere in the tender.

1.1	Item	:	Single Deck Pneumatically Operated Tank Roof Cutting Machine
1.2	Quantity	:	<b>1 (One)</b>
1.3	Hole to be cut in Tank	:	9 inch
1.4	Thickness of Plate to be cut	:	5-6 mm
1.5	Pneumatic Motor	:	To be provided (make: IR/Atlas Copco)
1.6	Gear Box	:	To be provided (Make: ELEcon/Shanthi/Allen Bradley)
1.7	Coupling Link	:	To be provided
1.8	Cutting Tool Bit	:	1 set to be provided
1.8	Suitable FRL unit	:	To be provided
1.10	Application	:	Cutting Roof of Crude Oil Sludge Storage from Oil Tank
1.11	Weight of the Machine	:	To be mentioned by the bidder

Note: In case of emergency the machine shall have the provision to be operated manually (with hand wheel) disassembling the gearbox from coupling.

## **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 Tank Roof Cutting machine during the last 7 years.
- b) Balance Sheet/Profit & Loss Account for last 3 years
- c) GST Registration Certificate
- d) PAN
- e) "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.
- f) In case of authorized dealer, the tenderer shall submit valid authorization letter/certificate from the manufacturer.

## **3.0 COMPLETION PERIOD**

Time is the essence of the contract. The cutting machine shall be delivered within **2 (Two) months** from the date of Letter of Intent (LOI)/ Purchase Order (PO) whichever is earlier.

## **4.0 DELIVERY ADDRESS**

The place of delivery of the machine will be intimated later on. Accordingly, freight charges will be reimbursed at actual.

## **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 TYPE OF BID**

Single covering techno-commercial and price under single envelope.

## **7.0 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.

## **8.0 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.

#### **9.0 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.

#### **10.0 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

#### **11.0 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 .

#### **12.0 NON-CONFORMANCE**

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

#### **13.0 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.

#### **14.0 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.

#### **15.0 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.

**16.0 INSPECTION & TESTING**

All materials and components will be subject to inspection by BL/authorised representatives of BL as per the relevant codes, standards and specification. All arrangement & costs, if any, for conduction tests during inspection at vendor's works will be deemed to be included in the quoted prices.

**17.0 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.

**18.0 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.

**19.0 TENDER SUBMISSION**

The detailed offer (in hardcopy) enclosing requisite documents as stipulated above must reach the office of

**Associate Vice President  
Balmer Lawrie & Co. Ltd.  
Refinery & Oilfield Services  
21, Netaji Subhas Road  
Kolkata 700 001**

superscribing the tender no., subject and the due date on the envelope before due date. In case of any clarification/confirmation, please contact at Ph : 033 2222 5706 , Cell : 9433092888 , e-mail : biswas.s@balmerlawrie.com.

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

**(Amitava Bandyopadhyay )  
Associate Vice President (ROFS)**

**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.)	Rate (Rs)	Amount (in figures) (Rs)	Amount (in words) (Rs)
1.0	Design, fabrication and supply Single Deck Pneumatically Operated Tank-Roof Cutting Machine with pneumatic motor and FRL and other accessories.	1			
2.0	Packing & Forwarding	%			
3.0	Subtotal				
4.0	<b>GST (bidder to specify %)</b>				
5.0	<b>Grand Total with GST (6+7)</b>				

**Note :**

- 1) The quantities mentioned above may change, however the rates should remain firm.
- 2) The place of delivery of the machine will be intimated later on. Accordingly, freight charges will be reimbursed at actual.

**Name of the Bidder :**

**Signature :**

**Seal of the**

**Company :**

**Date :**

**Place :**