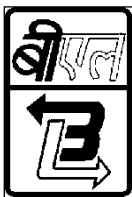


TENDER DOCUMENT
FOR
COMPOSITE CIVIL, MECHANICAL, ELECTRICAL WORK
FOR SETTING UP OF OUR BLABO TANK CLEANING
SYSTEEM NEAR CRUDE TANK NO. 20-D-117
AT

CHENNAI PETROLEUM CORPORATION LTD.,
MANALI REFINERY, CHENNAI
UNPRICED BID – PART – I

Tender No. : ROFS/2K19/CPCL-117/ENQ/02
Tender Date : 19.11.2019
Due Date & Time : 10.12.2019 Upto 15:00 Hours
Date & Time of Opening : 10.12.2019 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
INSTRUCTION TO BIDDERS

TENDER NO. ROFS/2K19/CPCL-117/ENQ/02 DUE ON 10.12.2019

Composite work of Civil, Mechanical and Electrical Work at CPCL, Manali Refinery

1.0 PROCEDURE FOR BID SUBMISSION

The Tender Document comprises of two Bids viz Unpriced Part – I and Priced Part – II having four Schedules viz. A, B, C & D for respective categories of Work. The submission of offer can be made through e-bidding only as per following procedures:

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 through online mode. The bidders shall submit offer comprising Notice Inviting Tender, pre-qualification documents, Vendors' Information, in the standard formats prescribed in the Tender documents & displayed in e-Procurement web site. The bidders shall download the tender document and 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, bulky documents need not be scanned and uploaded but physical copy of the same along with Unpriced Bid (Part-I) of the Tender Document, duly stamped and signed and EMD (in case of non-MSME) should be sent to the Tender Inviting Authority before the tender opening date. Similarly, all sections (A B, C & D) of Priced Bid should be downloaded, filled up, signed and stamped 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 along with techno commercial bid.

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:

Head (ROFS)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001
Phone : (033) 2222 706
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. Bandyopadhyay**)
Head (ROFS)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

NOTICE INVITING TENDER

Tender No. ROFS/2K19/CPCP-117/ENQ/02

Dated : 19.11.2019

Due Date & Time : 10.12.2019 Upto 15:00 Hours
Date & Time of Opening of Bid : 10.12.2019 at 16:00 Hours

Balmer Lawrie & Co. Ltd. (BL) invites offers through online mode for the composite work involving Civil, Mechanical and Electrical Work towards setting of its BLABO Tank Cleaning System towards mechanized cleaning of crude oil tank No. 20-D-117 at Chennai Petroleum Corporation Ltd. (CPCL), Manali Refinery, Chennai, Tamil Nadu.

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

1.0 SCOPE OF WORK

1.1. Shifting of Plant & Machinery

1.1.1. The scope involves loading of Plant & Machinery (P&M) from Crude Tank No. 20D-118 and movement/relocation, unloading & placement near Tank No. 117. The contractor requires to use suitable hydras/crane for lifting of P&M from dyke area of Tk-118, unloading & placement at Tk-117. The movement from one tank area to another should be done by truck & trailer under direction of Balmer Lawrie's Site in Charge. The list of materials is as under:

Sl. No.	Description	Qty.	Dimension	Approx Wight (MT)
(i)	Module – I	1	20'(L)x8'(W)x9.5'(H)	7
(ii)	Office-cum-Store Module	1	20'(L)x8'(W)x9'(H)	7
(iii)	Decanter Module	1	20'(L)x8'(W)x9.5'(H)	6
(iv)	Recovered Oil Tank – I	1	20'(L)x8.5'(W)x9'(H)	6
(v)	Settling Tank	1	20.4'(L)x8.5'(W)x9.5'(H)	4
(vi)	Mixing Tank-I	1	20.4'(L)x8.5'(W)x7'(H)	4
(vii)	Mixing Tank – II	1	20.4'(L)x8.5'(W)x9'(H)	3.5
(viii)	Vacuum Unit	1	15'(L)x8'(W)x7.3'(H)	3.5
(ix)	Mixing Tank – III	1	20.4'(L)x8.5'(W)x9'(H)	4
(x)	Recovered Oil Tank - II	1	20'(L)x8.5'(W)x9'(H)	4
(xi)	Loose Materials– (Centrifugal Pump (1No.), Screw Pump (2	Lot		9

	Nos.), Air Compressor (1 No.), SNS Tool (5 Nos.), Sea Pipe (1 No), Header Assembly (3 Nos.), Bracket Assembly (1 No.), 2"dia 6m length pipe(60 Nos.),Filter (1 No), 210 Lit. Hyd. Oil (2 Nos.), and misc. items etc.			
--	--	--	--	--

- 1.1.2 The lifting equipment and vehicles should have all necessary valid documents for entering into the Refinery premises. Obtaining gate passes shall be under bidder's scope.

1.2. Civil Work for Placement of Equipment inside Tank dyke area:

- 1.2.1. Cutting of RCC Dyke wall (length: 6.0 mtr, width: 0.20 mtr and height: 1.8 mtr) with necessary labour, tools and tackles complete including cleaning the area of all spoils/soil/debris outside the area or shifting the material inside the premises as per direction of Balmer Lawrie's Site in Charge. Cutting of RCC walkway (length 15m and width 0.20m).
- 1.2.2 Construction of RCC pump base of length 1.5m, height 0.7mtr(0.4m inside ground & width 1 m.
- 1.2.3 Compaction of the area properly with good quality earth (appx. 14.5 M3) & sand bags (appx. 5.0 M3) to take the load of trailers/hydra etc. of approx. 20 MT weight, including labour, material and transport cost.
- 1.2.4 Collection of free issued M.S. scrap plates (40 Pcs. of sizes 4.0 x 2.0 Mtr.) from various places of CPCL Refinery premises, transporting and unloading of the same near Tank no. T-117. Bidder may please note that issuance of free scrap plates will be taken place in phases from CPCL end. Hydra, truck, tractor trolley etc will be required to be deployed accordingly.
- 1.2.5 Uprooting, cutting and removal of trees (02 Nos) each tree approx. having periphery of 2.5 feet and height of 15 to 25 feet in pieces/logs of 5 feet each using necessary tools, tackles, manpower, hydra, tractor, trailers etc from tank dyke area

1.3. Electrical Work for installation of modules in dyke area:

- 1.3.1. Removal of existing Power Cables, Instrument Cables, Cable Trays, Support Trays etc. carefully and laying the same underground for safe approach and movement of Hydra, Trailer etc. with necessary tools, tackles, manpower, tractor etc.
- 1.3.2. Construction & installation of Earth pit using 2.5M long, 40NB GI perforated pipe, complete with earth treatment and necessary masonry work.

- 1.3.3. Supply, installation & termination of Earthing strip using 6 mm x 50 mm GI.
- 1.3.4. 8 SWG GI wire for earthing including provision of socket at both end of each piece.
- 1.3.5. Installation of Local Control Switch including necessary supporting arrangement and supply, installation of GI make Canopy.
- 1.3.6. Supply, installation of Sodium Vapour Lamp (500 W) with enclosure set.

1.4. Piping Work for installation of modules in dyke area:

- 1.4.1. 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 4" NB) with supply of all necessary tools, tackles, consumables, power etc. (1 inch-dia = 1" dia x 1 no. joint).
- 1.4.2. Placement and alignment of centrifugal pump set capacity 15 - 20 cum/hr.
- 1.4.3. Insulation of steam pipe with supply of required materials.

2.0 PRE-QUALIFICATION CRITERIA OF BIDDERS:

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

- (i) Order/completion certificate for multi-disciplinary Civil, Mechanical, Electrical Work of similar nature during the last 7 years.
- (ii) PAN Card
- (iii) GST Registration Certificate
- (iv) PF & ESI Registration
- (v) "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 be valid for a period of 12 months from the date of order. The work should be completed within the following time period:

- i) 5 days for shifting of Plant & machinery from the date of intimation.
- ii) 25 days for composite work from the date of handing over of site

4.0 PHYSICAL ASSESSMENT OF WORK

Bidders interested to participate in this tender should visit the worksite at CPCL-Manali Refinery, with prior intimation to Balmer Lawrie, to understand the entire scope of work before quoting. Bidders may contact Mr. Prabhat Kr. Gupta, Ph: 8511269755 for any further clarification.

5.0 CONTRACT TENURE & OTHER TERMS & CONDITIONS

- i. Completion period will be as specified in Clause no. 3. However, the such period may be 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 CPCL-Manali, 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 CPCL-Manali and as per the satisfaction of BL.
- iii. Obtaining all requisite clearances from statutory authorities and/or CPCL-Manali 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 CPCL-Manali.
- 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 & no overtime shall be payable. Shift timing will be guided as per CPCL / 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 and in compliance with the CPCL's contract with Balmer Lawrie.

6.0 TAXES & DUTIES

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

7.0 PAYMENT TERMS

90% Payment shall be made on completion of each category of work as mentioned in Price Bids (A,B,C &D) after inspection and submission of bill duly certified by our site-incharge. Remaining 10% shall be made on completion of 100% of the total scheduled job.

Quantity of work as indicated in the Priced Schedules may vary depending on site conditions. Payment will be made for the actual quantity of work done including materials, as certified by BL's Engineer in Charge.

8.0 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.

9.0 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), Tamil Nadu.

10.0 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.

11.0 ESI SCHEME

Contractor shall also comply with the provisions of the ESI Act, 1948 and Rules framed there under in respect of your workers to be engaged for this job. Contractor shall obtain ESI Code No. from the local ESI Authorities for the said purpose and furnish the Code No. allotted by ESI Authorities to the Engineer-in-Charge before starting the job.

12.0 INSURANCE COVER FOR WORKMEN

Contractor shall obtain Workmen Compensation policy in respect of workmen to be engaged for the work in the name of `Balmer Lawrie & Co. Ltd.” A/c “Contractor’s Name” towards compensations as admissible under the Workmen’s Compensation Act, 1923 and Rules framed thereunder upon death/disablement and also medical treatment (if not covered by ESI) of a worker and the same has to be produced to the Engineer-in-Charge before start of the work.

13.0 BASIS OF RATES AND EVALUATION CRITERIA

Bidders must quote for all categories of work delineated in the Priced Schedules. In case of any unquoted item in Price Schedules, bid/s shall be liable for rejection. The Contract cannot be split and the successful single bidder shall carry out all the work mentioned in Priced Schedules. The successful bidder shall be selected based on overall L1 rates. Balmer Lawrie reserves the right to carry out price negotiation with L1 bidder only.

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

14.1 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

15.2 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.

15.3 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.

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 registered with above mentioned agencies/bodies are exempted 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
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

- 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:
- 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.

- 15.9 To avail the price preference in this tender, the bidder has to submit MSME Udyog Aadhaar Registration Certificate.

16.0 FIRMNESS OF RATES

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

17.0 PENALTY

1% of the basic order value of this category of work per week of delay of part thereof subject to a maximum of 5%.

18.0 VALIDITY OF BID

The bid shall be kept valid for **90 days** from due date of this tender. Bid validity is subject to extension by written consent of participated & qualified bidders.

19.0 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.

20.0 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

21.0 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. In such case, the Security Deposit of the contractor will be forfeited by BL.

22.0 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. M/s Balmer Lawrie & Co. Ltd. reserve the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

23.0 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.

24.0 TENDER SUBMISSION

Offers should be submitted in online form to our e-procurement portal <https://balmerlawrie.eproc.in>

All parts of the priced bid schedule shall be duly filled up, signed and stamped by the bidder and a scanned copy of the same, uploaded in the designated priced bid folder on the e-procurement site.

Voluminous documents which cannot be uploaded by the vendors, shall be sent in physical form (except Price Parts), to the following tender inviting authority:

Head (ROFS)

Refinery & Oil Field Services
Balmer Lawrie & Co. Ltd.
21, Netaji Subhas. Road,
Kolkata – 700 001.
Phone No. (033) 22225706
e-mail : biswas.s@balmerlawrie.com

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	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 details and attach valid 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)	