

TENDER DOCUMENT
FOR COMPOSITE WORK OF
ENABLING CIVIL, MECHANICAL, ELECTRICAL WORK
FOR SETTING UP OF BLABO TANK CLEANING SYSTEM
AT
INDIAN OIL CORPORATION LTD.
GUJARAT REFINERY, VADODASRA
UNPRICED BID – PART – I

Tender No. : ROFS/2K20/01/ENQ/03
Tender Date : 03.01.2020
Due Date & Time : 24.01.2020 Upto 16:00 Hours
Date & Time of Opening : 24.01.2020 at 17:00 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/2K20/01/ENQ/03 DUE ON 24.01.2020 Upto 16:00 Hours
FOR COMPOSITE WORK OF ENABLING CIVIL, MECHANICAL & ELECTRICAL
WORK AT IOCL, GUJARAT 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 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 on line. 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 all the above documents, 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 EMD & Unpriced Bid (Part-I) of the Tender Document, duly stamped and signed should be sent to the Tender Inviting Authority before the tender opening date. MSE registered vendors are exempted from submission of EMD. However, an Udyog Aadhaar Registration copy should be uploaded/submitted with Unpriced Bid. Similarly, all sections of Priced Bids 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 online bid submission, bidders may contact HELP DESK of M/s C1 India Pvt., Ltd and register themselves on line by logging in to the website <https://balmerlawrie.eproc.in>

Contact Person	Location	e-mail ID	Contact No.	Opening of Helpdesk
Mr. Tirtha Das	Kolkata	tirtha.das@c1india.com	9163254290	Monday to Friday
Mr. Ch. Mani Sankar	Chennai	chikkavarapu.manisankar@c1india.com	6374241783	Monday to Friday
Ms. Ritu Patil	Mumbai	ritu.patil@c1india.com	0124-4302000 (Ex-236)	Monday to Friday
Helpdesk Support	Kolkata	blsupport@c1india.com	8017272644	Saturday

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 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 & EMD. 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 in this regard. 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.

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 shall be submitted in online format on our E-Procurement site. However, physical documents which could not be uploaded online, including EMD 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
Contact No. : (033) 2222 5624/7604094499
e-mail id : dutta.snehasish@balmerlawrie.com

1.3 OPENING OF TENDER

The Unpriced Offers (Part- I), will be opened on the due date and time as mentioned in the NIT No separate intimation will be sent to the bidders in this regard.

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

For **Balmer Lawrie & Co. Ltd.**

(A. Bandyopadhyay)
Head (ROFS)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

NOTICE INVITING TENDER

Tender No. ROFS/2K20/01/ENQ/03

Date : 03.01.2020

Due Date & Time : 24.01.2020 Upto 16:00 Hours
Date & Time of Opening of Bid : 24.01.2020 at 17:00 Hours

Balmer Lawrie & Co. Ltd. (BL) invites offers through online bids from experienced and resourceful bidders for the composite work involving enabling, Civil, Mechanical and Electrical Work for setting of BLABO Tank Cleaning Systems near Crude Oil Tanks at IOCL, Gujarat Refinery, Vadodara.

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

1.0 SCOPE OF WORK

The composite work shall have to be carried out for 4 (four) nos. crude tanks in a phase manner within a period of 30 (Thirty) months from the date of award of contract.

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

- 1.1.1. Supply and construction of RCC pump foundation having size of 1.5 mtrs. X 1 mtr. X 0.5 mtr height) near each crude tank inside Gujarat Refinery. The work comprises earthwork, shuttering, RCC work, proper back filling & ramming with necessary labour & tools.
- 1.1.2. Road 13A and approach road to calico sludge dumping pit for movement of laden trucks and crane etc. Levelling and hardening of the area/road is required by laying suitable gravels or any other suitable means as per direction of Balmer Lawrie's site in-charge.
- 1.1.3. 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.
- 1.1.4. Collection of free issued M.S. scrap plates (40 Pcs. of sizes 4.0 x 2.0 Mtr.) from various places of Gujarat Refinery premises, transporting and unloading of the same near crude tanks. Bidder may please note that issuance of free scrap plates will be taken place in phases from IOCL (GR) end. Hydra, truck, tractor trolley etc will be required to be deployed accordingly.

- 1.1.5. Uprooting, cutting and removal of trees (03 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

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

- 1.2.1. 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.
- 1.2.2. Laying of main power supply cable (185 sq.mm) from IOCL (GR) sub-station to our BLABO Unit for each crude tank.
- 1.2.3. Supply, construction & installation of earth pit using 2.5M long, 40NB GI perforated pipe, complete with earth treatment and necessary masonry work.
- 1.2.4. Supply, installation & termination of Earthing strip using 6 mm x 50 mm GI.
- 1.2.5. Supply of 8 SWG GI wire for earthing including provision of socket at both end of each piece.
- 1.2.6. Installation of Local Control Switch including necessary supporting arrangement and supply, installation of GI make Canopy.
- 1.2.7. Supply, installation of Sodium Vapour Lamp (500 W) with enclosure set.

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

- 1.3.1. 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)
- 1.3.2. Cutting and removal of 6" M.S. pipe line into disposable length i.e .6 mtr each for enabling movement of vehicles inside dyke area of each tank.
- 1.3.3. Placement and alignment of 37.5 KW centrifugal pump set , capacity 100 cum/hr.

1.4 Scaffolding Work/Walk Way

- 1.5.1 Two scaffolding walk way of 02 mtr. Width x 25 mtr. long x 02 mtr. height are to erected from the clean out door of each tank to Road – 13 for easy approach to the drain point as well as the feed pump.

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 Civil/ Mechanical/ Electrical Work of similar nature during last 7 years.
- (ii) Bidders should be registered vendor of IOCL, Gujarat Refinery and a proof has to be submitted along with their Unpriced offer.
- (iii) PAN Card
- (iv) GST Registration Certificate
- (v) PF & ESI Registration
- (vi) "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 EARNEST MONEY DEPOSIT

An EMD of Rs.6,000/- (Rupees Six Thousand only) DD in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata and shall be submitted along with the offer. Bid submitted without EMD is liable to be rejected. In order to qualify for EMD exemption, MSE units shall submit MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the body listed under Sl. No. 17.1 (or any other body specified by the Ministry of MSME)

The MSE registration shall be valid as on date of placement of order. The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

EMD of the successful bidder shall be retained with us and adjusted with the Security Deposit after placement of order.

4.0 SECURITY DEPOSIT

An amount @ 2% of the order value in the form of Bank Draft favouring "Balmer Lawrie & Co. Ltd.", payable at Kolkata or Bank Guarantee valid throughout the contract period from any schedule bank shall be submitted by the successful bidder after adjustment of EMD amount towards security deposit (SD) within 15 days from the date of placement of order. The SD shall be returned after successful completion of the project.

5.0 Contract Period

The contract shall be valid for a period of 30 months from the date of award of contract.

6.0 Completion time

The time is the essence of the contract. Contractor should adhere the following time schedules to suite Balmer Lawrie's contractual obligation with IOCL, Gujarat Refinery.

30 (Thirty) days for enabling work for each tank, from the date of handing over of site.

7.0 PHYSICAL ASSESSMENT OF WORK

Bidders interested to participate in this tender should visit the worksite at Indian Oil Corporation Limited, Gujarat Refinery, P.O.- Jawaharnagar, Dist – Vadodara, Gujarat – 391 320 with prior intimation to Balmer Lawrie, to understand the entire scope of work before quoting. Bidders may contact Mr. Prodyot Kr. Chand, Mob : 9664871359 to plan their visits.

8.0 CONTRACT TENURE & OTHER TERMS & CONDITIONS

- i. Tenure of the contract will be as specified in Clause no. 6. However, the contract period may be curtailed/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 IOCL – Gujarat Refinery. 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 IOCL-Gujarat Refinery 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 IOCL – Gujarat Refinery.
- 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 IOCL / 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 IOCL's contract with Balmer Lawrie.

9.0 TAXES & DUTIES

Goods & Services Tax (GST), shall be payable at extra, as applicable. Our GST Registration for Gujarat State is : 24AABCB0984E1Z1.

10.0 PAYMENT TERMS

Payment shall be made after successful completion of each category of work mentioned in Price Schedule A, B, C duly certified by our site in-charge.

Quantity of work as indicated in the Priced Schedule may vary depending on site conditions. Payment will be made for the actual quantity of work done and material supplied, as certified by Balmer Lawrie's site in-charge.

11.0 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.

12.0 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), Gujarat.

13.0 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.

14.0 EMPLOYEES STATE INSURANCE (ESI)

Subject to applicability, contractor shall also comply with the provisions of the ESI Act, 1984 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.

15.0 INSURANCE COVER FOR WORKMEN

Contractor shall obtain Workmen Compensation policy in his name in respect of contractor's workmen to be engaged for the work towards compensations as admissible under the Workmen's Compensation Act, 1923 and Rules framed thereunder upon death/disablement and also medical treatment of a worker and the same has to be produced to the Engineer-in-Charge before start of the work.

16.0 BASIS OF RATES AND EVALUATION CRITERIA

Bidders shall have to quote for all categories of work delineated in the Priced Schedule. Such rates shall be applicable for all 4 nos. crude tanks to be handed within a contract period of 24 months from date of order. In case of any unquoted item in Price Schedule, bid/s is liable to be cancelled. L1 bidders shall be decided based on overall rates of all Price Schedules.

The Contract cannot be split and the successful single bidder shall carry out all the work mentioned in Priced Schedules.

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

17.1 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

17.2 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.

17.3 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.

- 17.4. 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.
- 17.5. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).
- 17.6. 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

- 17.7 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.
- 17.8 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.

c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

17.9 To avail the price preference in this tender, the bidder has to submit MSE registration certificate from MSME Udyog Aadhaar.

18.0 FIRMNESS OF RATES

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

19.0 PENALTY

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

20.0 VALIDITY OF BID

The bid shall be kept valid for **90 days** from due date of this tender.

21.0 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.

22.0 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

23.0 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.

24.0 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.

25.0 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.

26.0 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.

Contact No. (033) 2222 5624/7604094499

e-mail : dutta.snehasish@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)	