



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

Tender No. : ROFS/2K20/01/ENQ/08
Job : Repairing & Painting of Existing Container
Modules & Tanks at IOCL Gujarat Refinery
Date : 10/03/2020
Due Date & Time : 17/03/2020, 16:00 Hrs
Date & Time of Opening : 17/03/2020, 16:30 Hrs

M/s BALMER LAWRIE & CO. LTD. (BL) invites **sealed offers** in this prescribed format **under Single Bid System** from experienced & resourceful fabricators/vendors repairing and painting of container modules and tanks as specified below:

1.0 SCOPE OF WORK

The scope of work under this tender covers repairing work with cuttings, welding etc., extensive cleaning, surface preparation, application of primer and finish paint with all materials, consumables, tools & tackles, labour etc. for following container modules and tanks available at the site of Balmer Lawrie within Gujarat refinery of IOCL at Baroda, Gujarat.

Detailed Specification of Surface Preparation & Painting

| | | | |
|-----|-----------------------------------|---|---|
| i | Surface Preparation | : | Entire surface of all structural members shall be properly cleaned through scrapping and power brushing as required to expose the bare metal surface. |
| ii | Painting: | : | The cleaned steel surface shall be painted by spray painting process. |
| iii | Inner & Outer surface: | : | Two coats of Polyurethane based paint over one coat of zinc rich primer. |
| iv | Under frame and surface: | : | Bituminous paint over one coat of zinc rich primer. |
| v | Thickness of Painting | : | The aggregate painting thickness shall not be less than 110 micron DFT for all the above categories. |
| v | Shade & Logo | : | After painting, Container Description, no and Logo of Balmer Lawrie/ Oreco to be painted on the container. |

List of Container Modules

| Sl. No. | Description | Qty. | Dimension |
|---------|---------------|------|----------------------|
| (i) | Module – I | 1 | 20'(L)x8'(W)x9.5'(H) |
| (ii) | Module -III | 1 | 20'(L)x8'(W)x9'(H) |
| (iii) | Module-V | 1 | 20'(L)x8'(W)x4'(H) |
| (iv) | Module-VII | 1 | 20'(L)x8'(W)x4'(H) |
| (v) | Module-VIII | 1 | 20'(L)x8'(W)x9'(H) |
| (vi) | Settling Tank | 1 | Rectangular |
| (vii) | Mixing Tank | 1 | Rectangular |

- The job shall be carried out in-situ.
- The bidder shall be responsible for obtaining necessary approvals and Hot Work Permit from IOCL for carrying the repairing work.
- All safety practices as laid down by IOCL shall be followed.
- The bidder shall indemnify Balmer Lawrie against all claims, charges, responsibilities and costs for which the company may be held liable due execution of this work.

2.0 PRE-QUALIFICATION (PQ) CRITERIA

- Order/completion certificate for similar nature of job.
- Copy of PAN Card, GST Registration Certificate shall be submitted.
- Tender document duly signed and company seal (as an acceptance of all our terms and conditions) shall also be submitted
- 'Affidavit' in non-judicial stamp paper in case of proprietorship firm, "Partnership Deed" in case of Partnership Firm, "Memorandum & Article of Association" in case of Limited Company.

3.0 COMPLETION PERIOD

Time is the essence of the contract. The contract shall be valid for **3 months**. The job must be completed within **3 (three) weeks** from the date of handing over of the last container module for doing repair work to the Contractor.

The work shall be carried out at following address:

Indian Oil Corporation Ltd.

Gujarat Refinery

P.O. – Jawarharnagar

Dist – Vadodara, Gujarat – 391 320

Contact Person : Sri. Prodyot Kr. Chand, Mobile No. 9664871359.

4.0 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.

5.0 TYPE OF BID

Single comprising of techno-commercial and price under single envelope.

6.0 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.

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

7.0 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.

8.0 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.

9.0 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

10.0 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 .

11.0 NON-CONFORMANCE

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

12.0 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.

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

- 13.1 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
- 13.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.
- 13.3 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.
- 13.4. 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.
- 13.5 Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.
- 13.4 Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs
- 13.5. 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 |

13.6 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.

13.7 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:

- 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.

13.8 To avail Purchase preference, the bidder must submit MSE certificate as stated above.

14.0 PAYMENT TERMS

- 90% Payment against individual items shall be made against RA bills, inspection of work and on certification of bill by our site in charge.
- Remaining 10% shall be made on completion of 100% of the total scheduled job.

15.0 INSPECTION & TESTING

The work carried out by the contractor will be subject to inspection by BL/authorised representatives of BL.

16.0 PHYSICAL ASSESSMENT OF WORK

Bidders interested to participate in this tender should visit the worksite at IOCL-Gujarat Refinery at Baroda, Gujarat with prior intimation to Balmer Lawrie, to understand the entire scope of work before quoting.

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 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 enclosing requisite documents as stipulated above must reach the office of

Head(ROFS)

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 within the due date.

For further clarification on tender document, please contact Sk Abu Jafor, Manager (Business Development), Phone no +9133 2222 5283 Fax no. : + 91-33 2222 5333, E-Mail: jafor.a@balmerlawrie.com.

Yours faithfully,

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

(Amitava Bandyopadhyay)

Head (ROFS)

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.

PRICE SCHEDULE

| Sl. No | Item Description | Qty (LS) | Rate (Rs) | Amount (in figures) (Rs) | Amount (in words) (Rs) |
|--------|--|----------|-----------|--------------------------|------------------------|
| | Repairing work with cuttings, welding etc., extensive cleaning, surface preparation, application of primer and finish paint with all materials, consumables, tools & tackles, labour etc. for following container modules and tanks available at the site of Balmer Lawrie with refinery of IOCL at Baroda, Gujarat. | | | | |
| 1 | Module – I | 1 | | | |
| 2 | Module -III | 1 | | | |
| 3 | Module-V | 1 | | | |
| 4 | Module-VII | 1 | | | |
| 5 | Module-VIII | 1 | | | |
| 6 | Settling Tank | 1 | | | |
| 7 | Mixing Tank | 1 | | | |
| | Subtotal | | | | |
| | GST (bidder to specify %) | | | | |
| | Grand Total with GST | | | | |

Name of the Bidder :

Signature :

Seal of the

Company :

Date :

Place :