



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

Tender : Repair & Refurbishing of Existing Decanter Container Module

Tender No. : ROFS/2K19/04/ENQ/05

Date : 18/12/2020

Due Date & Time : 28/12/2020, 16:00 Hrs

Date & Time of Opening : 28/12/2020, 16:30 Hrs

BALMER LAWRIE & CO. LTD. (BL) invites **ONLINE** bids in **2 bid system** from experienced & resourceful fabricators/vendors for repair and refurbishing of Decanter module as detailed below:

1.0 SCOPE OF WORK

The detailed scope of work for repair and refurbishing of Decanter module (Size 20' x 8' x 9') covers generally but not limited to the followings:

- a) Transportation of the existing container module from our premises located at Balmer Lawrie & Co. Ltd., Warehousing and Distribution, 1, Sonapur Road, Kolkata-700088, West Bengal to vendor's works.
 - b) Unloading of the existing Container Module at vendor's work.
 - c) Cleaning of entire surface of all structural members of the container including gratings, platforms, pipelines, pump, recovered oil tank etc. through scrapping and power brushing as required to expose the bare metal surface.
 - d) Health checking of the existing pipeline and replacement of the same, if required.
 - e) FRP coating on the roof
 - f) Replacement of damaged Hinges of the door, foldable side wall panels
 - g) Supply, fabrication and fixing of a new foldable side wall panel along with new hinges
 - h) Transportation of the repaired decanter centrifuge from the factory of Hiller Decanters (India) Pvt. Ltd. located at Howrah to vendor's works.
 - i) Unloading of the repaired decanter centrifuge at vendor's works.
 - j) Installation of the decanter centrifuge inside the module on its base including supply of Rubber pads/cushy pads, as required.
 - k) Painting of the container as per specification provided below.
 - l) Loading of the container onto truck/trailer after completion of work.
- m) Transportation (including Transit insurance) of the decanter module from vendor's works till IOCL Barauni Refinery.- Price for this shall be quoted separately as per schedule.**

Painting Specification:

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	:	Shade of paint will be confirmed by BL later. After painting, Logo of Balmer Lawrie/ Oreco to be painted on the container.

2.0 PRE-QUALIFICATION (PQ) CRITERIA

- i) Order/completion certificate for similar nature of job.
- ii) Copy of PAN Card, GST Registration Certificate shall be submitted.
- iii) Tender document duly signed and company seal (as an acceptance of all our terms and conditions) shall also be submitted

3.0 DELIVERY/COMPLETION PERIOD-EX WORKS

Time is the essence of the contract. The Contract shall remain valid for **3 (Three) months**. However, the job at vendor's works must be completed within **3 (Three) weeks** from the date of handing over of the existing repaired/refurbished decanter centrifuge for pick up.

4.0 TYPE OF TENDER

Tender Documents comprise two parts viz. Part-I (Un-priced) and Part-II (Priced). The Un-priced Part consists of Notice Inviting Tender, Instruction to Bidders. The Priced Part consists of Price Schedule. This is NO-SPLIT type tender. The bidder must submit valid MSE certificate to get the benefit as mentioned above.

5.0 VALIDITY OF OFFER

Tenderers shall keep their offer valid for a period of **90 (ninety) days** from the due date of this tender. Validity may be extended, if so advised by BL.

6.0 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.

7.0 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.

8.0 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

9.0 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 . In such case, the EMD and/or Security Deposit of the Supplier will be forfeited.

10.0 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. Conditional offer or offer with

deviations will not be accepted. 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.

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 PAYMENT TERMS

100% of basic order value along with full taxes and duties shall be paid after completion of the job.

14.0 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.

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

- 15.1 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.
- 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 Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.
- 15.4 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

- 15.5. 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

- 15.6 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.
- 15.7 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.

16.0 PHYSICAL ASSESSMENT OF WORK

Bidders interested to participate in this Tender may visit the containers to be repaired for a better assessment of quantum of work. The same are presently stationed at Kolkata. Bidders interested for physical assessment of work may contact Sk Abu Jafor, Manager, Business Development (Mob: 7893422855 /Landline: 033-2225283) for the same.

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 pickup of the containers. 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 INSPECTION

Inspection of work is to be carried out by Balmer Lawrie at vendor's premises. Vendor shall make all necessary arrangements for inspection of work as per BL's instructions, without any additional charge.

19.0 LIQUIDATED DAMAGES

A reduction @**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 of work.

20.0 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. Prices should be firm till completion of the job and no escalation for whatsoever reason shall be granted. Our GST Registration No. 19AABCB0984E1ZS for the state of West Bengal.

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.**

(A Bandyopadhyay)
Head (ROFS)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

INSTRUCTIONS TO BIDDER REGARDING BID SUBMISSION

1.0 PROCEDURE FOR BID SUBMISSION

The Tender Document comprises of two Bids viz Unpriced Part – I and Priced Part – II. 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 (Part-I), 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. However, bulky documents which could not be uploaded may be sent along with Unpriced Bid (Part-I) of the Tender Document, duly stamped and signed to the Tender Inviting Authority before date of tender opening along with the bank draft towards EMD amount (unless otherwise MSME). A copy of Priced Bid **without rate and amount** but with percentage of taxes and duties should be submitted along with Unpriced Bid. **The price bid file in pdf format shall be downloaded from the website, bidder to fill in their item-wise rates & amounts on hard copy, stamp, sign, scan and upload the same. Total Contract Price with GST shall be entered as 'Project Contract Total' while uploading price bid.**

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> as mentioned below: during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
<u>Contact Person</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>	<u>Helpdesk Nos are open from</u>
1. Mr.Tirtha Das (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	MON - 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
Escalation Level 3		
Mr. Achal Garg	achal.garg@c1india.com	
In case, you are unable to get in touch with any of the Technical Support Associates, kindly drop a mail at blsupport@c1india.com mentioning your Name and Mobile No. One of our associates will get back shortly.		

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

The bidder shall submit all the documents in online ONLY. Hardcopy of bid document need not to be submitted. **Under no circumstances, physical copy of Price Bid should accompany with these documents. If price bid is submitted in hardcopy, the bid will summarily be rejected.**

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 on time-to- time basis in the e-Procurement platform. 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.

ATTACHMENT – I**VENDOR'S INFORMATION**

<u>Sl no.</u>	<u>Description</u>	<u>To be filled in by the Tenderer</u>
1	Name1 (max. 35 char.)	
2	Name2 (max. 40 char.)	
3	Street/House No. (max. 50 char.)	
4	Street1 (max. 40 char.)	
5	Street2 (max. 40 char.)	
6	PIN Code (Postal Index No. e.g. "700001") (max. 6 char.)	
7	City/Place (e.g. "Kolkata" or "Dehradun") (max. 40 char.) or as the name of the city	
8	Country ("India" or "England" or as the name of country be)	
9	State (Name the state from where the office of Vendor/Supplier operates)	
10	First Tel. No. (With STD Code): (e.g. 033-22225280 or 022-66552814) (max. 30 char.)	
11	First Fax No. (with STD Code)	
12	Contact Person	
13	First Mobile No.	
14	E-mail Address) (max. 40 char.)	
15	PAN No. :	
16	GSTIN Registration No. :	
17	GSP Name (GST Suvidha Provider)	
18	Bank Name (max. 60 char.)	
19	Street (max. 35 char.)	
20	City (max. 35 char.)	
21	Branch (max. 40 char.)	
22	IFSC Code	
23	MICR Code	
24	Account No.	
25	Type of Account (Current, Savings, etc.)	

Seal and Signature of the Vendor