



**Balmer Lawrie & Co. Ltd.**

**(G & L- SILVASSA)**

(A Government of India Enterprise)

Survey No.201/1,Sayli, Silvassa -396230

Phone- 9099084731(Ext-12) , E-mail - [srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com)

**TENDER ENQUIRY**

**Tender No. GLS/TE20/056**

**Date: - 08/02/2021**

**Due date:- 18/02/2021 till 6.00 PM**

Dear Ma'am/Sir,

**Subject :- "Supply, Installation and Commissioning of "Control Valve with Positioner, Actuator and Air Filter-Regulator" for existing reactor vessel to replace the old damage valve unit.**

Sealed offers are invited for the subject supply from our registered vendors as per the **General terms & conditions** & Technical Specification are mentioned in Annexure-A,B and C.

**Declaration for GeM:-**

"The tendered item(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM."

Kindly send your bid in sealed envelop along with all the supporting documents and tender enquiry duly signed and stamped on or before the due date.

For Balmer Lawrie & Co. Ltd.

Manager (Purchase)



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## General Terms & Conditions

## Annexure-A

**1.1 Submission of offer:** Bidder shall submit their price bid in a single bid/envelope, superscripting the envelope with tender no., date & due date along with following enclosures-

- [i] Covering letter
- [ii] Signed and Stamped tender document as a token of acceptance of tender terms.
- [iii] technical details of make offered
- [iv] Bid Security Declaration:

**1.2 a) Bid Security Declaration: -**

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

Penal Action in case any withdraws or modifies the bid after tender due date:

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable."

**1.2 b) Preference to Make In India Policy –**

"Class I Local Supplier" will be given purchase preference as per preference to Make In India Order of Govt. Of India ( Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT). However, this preference would be applicable only for bidders who meet the PQC and are technically qualified . This preference will be applicable after netting off the quantity allowed to qualified MSE bidder (if any), as per the MSE clause of the Tender.

Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under:

"Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class – I local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – II local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate from the statutory auditor of the company or from a practicing cost accountant or practicing chartered accountant regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

S.No.	Item Description	% of Local Content in your product



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Verification of local content

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

**1.3 Jurisdiction:** - All disputes are subject to **Kolkata** jurisdiction.

**1.4 Liquidated Damages:**-In case of failure to deliver the item (of acceptable quality) by the successful vendor, as per the delivery schedule, deduction/Penalty as 0.5% of Purchase Order Value per week subject to a maximum of 5.0% shall be applicable.

**1.5 Price schedule:** - Price bid over email/fax are not acceptable and bidder has to quote the price in sealed envelope only.

**1.6 Payment terms:** - (i) 100% within 30 days from the date of successful **Installation and Commissioning which has to be certified by our Maintenance department.**

**1.7 Guarantee Period:-** 12 (Twelve) months from the date of successful commissioning/supply or 18 months from the date of supply of each unit whichever is earlier. During this guarantee period the performance of the supplied item has to be in line with the expected / agreed quality as per tender/PO and if not then vendor has to replace/rectify the same at **no extra cost to BL** and to the satisfaction of BL/tender.

**1.8 Validity of offer & Completion Period:** - The offers shall remain valid for a period of 60 days from the date of closing of the

**1.9 Completion Period:** -The expected delivery & installation/commission period for the subject items within **60 days** from the date of Purchase Order (PO) or LOI whichever is earlier. However, the short/early completion period quoted by bidder for the job(s) may be preferred. The delivery shall be made to our works at **Survey No. 201/1, Sayli, Sayli-Rakholi Road, Silvassa – 396230 (UT of D&NH).**

**1.10 Selection & placement of offer :-** Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order should be placed on a single technically & commercially qualified vendor on the basis of lowest Landed cost.

**1.11 Arbitration** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of



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the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

**Governing Law and Jurisdiction:** The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

#### **1.12 GST Formalities and compliance with Regulations**

Bidder shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor agreements, working conditions and technical codes and requirements as applicable from time to time. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit. "The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor."

#### **1.13 Force-majeure**

Any delay in or failure of performance of either party 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, decrees of any government or governmental authority, 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 concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities.

#### **1.11 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 should not be responsible for any claims/problems arising out of this.



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**1.12 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. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

**1.13 TENDER CANCELLATION CLAUSE:**

Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

**1.14 Factory Rule:**

Your engineers/ workmen have to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

**1.15 Responsibility of the vendor:**

The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery. Vendor has to follow all HSE Norms of the company.

For Balmer Lawrie & Co. Ltd.

Manager (Purchase)



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## **Annexure-B**

**1- Technical Specification for Supply, Installation and Commissioning of “Control Valve with Positioner, Actuator and Air Filter-Regulator” for existing reactor vessel to replace the old damage valve unit.**

### **1.A Technical Specification:**

Valve Size	1.1/2"
Body Form with Design CV	Globe & 21
Trim Size	1.1/4"
Body rating class	300IBS
Maximum Leakage Class	IV
End connection/rating	Flanged R/F Serrated - rating 300
Body metal	A216 GR-WCB.
Trim metal	SS 316 +Face Stellateing + Special Lapping / as suitable
Gland packing	Grafoil /Equivalent
Plug char	Equal %
Travel	1.1/4"
Actuator Type	Diaphragm /Reverse / as suitable
Manual operating hand wheel	Top Mounted Handwheel/ Side Mounted Handwheel
Positioner unit	As suitable with Input Signal 4-20 mA through PID Controller.
Supply air pressure available	5-7bar
Make & Model	Vendor to specify

### **1.B Working Condition: -**

- Working pressure inside vessel – 8 kg/cm<sup>2</sup>.
- Working temperature - 300 deg. C.
- Purpose of use- To vent the steam mixed with Oil & Grease (Composition as mentioned in below) when vessel inside pressure cross the set pressure (set pressure range 0-8Kg/Cm<sup>2</sup> in PID)

### **1.C Raw material of our Product: -**

- Lithium hydroxide.
- 12 hydroxy stearic acid-(12HSA).
- hydrogenated castor oil- (HCO).
- Boric acid.
- Stearic acid.
- Sebacic acid.
- Azleic acid.
- Mineral based base oil like- SN-500, SN-150, BS-150, CBFS.
- Polyalpha olefin 9 &14.
- water.
- Lime.

**Note: 1. Vendor has to submit proposed “Control Valve with Positioner and Actuator” details specification/data sheet/Catalogue.**



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- 2- Supply, Installation and Commissioning of “Temperature Control Valve with Positioner, Actuator and Air Filter-Regulator”, to be install in Hot oil circulation line.

## 2.a Technical Specification:

<b>Actuator Details:</b>	
Type	Spring return, pneumatic control diaphragm. Normally close by spring action.
Diaphragm	Nitrile rubber/ equivalent.
Inlet Air supply	2.5 to 4Kg/Cm2 Pressure control through FR.
Steam Movement	Reversible
Manual operating hand wheel	Top Mounted Handwheel/ Side Mounted Handwheel
<b>Valve Details:</b>	
Type	50mm Globe valve, Modulating type 2-way control valve.
Valve Body	WCB
Internal	SS 316/ Equivalent.
Seat Material	SS 316 +Face Stellateing + Special Lapping / as suitable
Design temp	450 Deg. C
Working pressure	7 Kg/Cm2
Plug	Modulating Type.
End Fittings	Flanged end ANSI150#
Leakage Class	IV
Gland packing	Grafoil /Equivalent
<b>Electro Pneumatic Valve Positioner Details</b>	
Type	Linear
Input Signal	4 – 20mA
Supply Pressure	Up to 7 Kg/Cm2
Air connection	Size as suitable with SS pipe & pipe fittings.
Protection	IP65
Ambient	20 – 60 Deg. C. (Approx.)
Linearity	+1% F. S
Hysteresis	+0.5 %(Approx.)
Make & Model	Vendor to specify





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## Annexure-C

Tender No. GLS/TE20/056 Date: - 08/02/2021

Due date:- 18/02/2021 till 6.00 PM

### Price Schedule

It is Mandatory for each vendor to quote in the below format, otherwise quoted tender may cause to REJECTION.

#### Supply of Control Valve.

SI no.	DESCRIPTION OF MATERIALS	Preferred Make	UNIT	QTY	HSN CODE	RATE	AMOUNT
1	Supply of "Control Valve with Positioner and Actuator" in existing reactor vessel to replace the old damage valve unit.  Details as mentioned in Technical Specification.	R.K Control Instrument Pvt. Ltd./ Dembla/ Aira Euro Automation Pvt. Ltd./ Equivalent	Set	1			
2	Supply of "Temperature Control Valve with Positioner, Actuator and Air Filter-Regulator" in existing reactor vessel to replace the old damage valve unit.  Details as mentioned in Technical Specification.	R.K Control Instrument Pvt. Ltd./ Dembla / Aira Euro Automation Pvt. Ltd./ Equivalent	Set	1			
3	Installation and Commissioning Charges including traveling, food, lodging etc. During installation and Commissioning, vendor will arrange expert engineer/ engineers for supervision this job.		LS	2			
3.	<b>Sub total.</b>						
4.	<b>Delivery Charges if any (on door delivery basis)</b>						
5.	<b>GST as applicable @.....%</b>						
6.	<b>Total</b>						

**Note:** The above-mentioned supply & service is required to replace the existing damage unit, its dimension/type/properties/function etc. should same as our existing unit hence tenderer must visit the site and make them thoroughly acquainted with the nature and requirements of the service & supply.

Vendor's Name  
Contact Person  
Contact No.  
Email Id.

Signature with Stamp