

**TENDER DOCUMENT**

**FOR**

**DESIGN, MANUFACTURE, TESTING AND  
SUPPLY OF PNEUMATIC OPERATED  
BUTTERFLY VALVES**

**Tender No : ROFS/R&M/21-22/ENQ/03  
PART-I (Unpriced)**

**Tender Date : 30.04.2021**  
**Due Date & Time:-10.05.2021 Upto 15:00 Hours**  
**Date & Time of Opening:10.05.2021 at 16:00 Hrs.**



**Balmer Lawrie & Co. Ltd.**

**REFINERY & OIL FIELD SERVICES**  
**21, Netaji Subhas Road,**  
**Kolkata 700 001**



## **NOTICE INVITING TENDER**

### **TENDER NOTICE NO: ROFS/R&M/21-22/ENQ/03 DUE ON 30.04.2021 AT 15:00 Hours**

M/S BALMER LAWRIE & CO. LTD(BL) invites sealed offers under Two Bid System from manufacturers or their dealers/distributors for **supply of Pneumatic Operated Butterfly valves** as per specification mentioned elsewhere in the tender document. The dealers/distributors must submit valid certificate from their manufacturer along with the offer.

#### **1.0 SCOPE OF WORK**

The scope of work under this tender covers design, manufacture, testing and supply of Pneumatic Operated Butterfly Valves with proper packing, transportation to the delivery location as stipulated elsewhere in the tender. This is a "NO-SPLIT" tender.

#### **2.0 PRE-QUALIFICATION CRITERIA**

The prospective tenderers shall fulfil the pre-qualification criteria and submit following documents in support of the same:

- a) Order copy and/completion certificate for supply of Pneumatic Operated Butterfly Valves executed during the last 5 years.
- b) Balance Sheet/Profit & Loss Account for last 3 years
- c) GST Registration Certificate
- d) PAN
- e) MSME certificate from Udyog Aadhaar Portal, if applicable
- f) "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 FIRM PRICES**

On placement of order, prices will remain firm till complete execution.

#### **4.0 GOODS & SERVICES TAX (GST)**

GST shall be payable as extra as per statute. Bidders should indicate percentage as well as rate and amount in the respective columns of the Price Bid. Our GST Registration No. 27AABCB0984E1ZV for the state of Maharashtra.

**5.0 DELIVERY ADDRESS**

All valves shall be delivered in packed condition to the following address :

Balmer Lawrie & Co. Ltd.  
C/o. Oil & Natural Gas Corporation Limited  
Uran Plant, Uran  
Dist : Raigad, Maharashtra – 400 702

**6.0 BILLING ADDRESS**

Balmer Lawrie & Co. Ltd.  
Balmer Lawrie Building  
5, J N Heredia Marg  
Ballard Estate  
Mumbai – 400 001, Maharashtra

**7.0 DELIVERY PERIOD**

Time is the essence of the contract. The time schedule for completion of supply shall be **Six (6) weeks** from the date of Letter of Intent (LOI) or Purchase Order(PO) whichever is earlier. Drawing should be submitted within 7 days from the date of receipt of order for our approval.

**8.0 TERMS OF PAYMENT**

8.1 97% payment shall be made after receipt of material at site in good condition, duly certified by the Engineer-in-Charge & submission of Invoices / Bills accompanied by the relevant documents.

- i) Delivery challan / lorry receipt duly acknowledged by the site-in-charge
- ii) Inspection / Clearance report
- iii) Manufacturer test certificate
- iv) Manufacturer Guarantee certificate.

8.2 Balance 3% payment shall be made against submission of equal amount of Performance Bank Guarantee (PBG). PBG will be released after expiry of defect liability and performance maintenance period, which shall be twelve (12) months from the date of supply or 18 months from the date of commissioning of valves whichever is earlier. In the event of non-submission of PBG, BL shall deduct the amount from the bill and retained till defect liability period.

**9.0 INSPECTION & TESTING**

All materials will be subject to inspection by BL or by its authorised representative/s as per the relevant codes, standards and specification. Quoted prices shall include Bidder's charges towards inspection.

Before commencement of despatch, the goods shall be stamped clear for transportation to project site by the Inspector and a note of acceptance will be released by the Inspector to the Vendor indicating acceptance of the goods offered by the Vendor for inspection. Only after the release of such note, it will be deemed that the goods (or concerned part thereof) are acceptable to BL or its authorised representative.

It shall be the option of BL or its authorised representative to allow the Vendor to replace the rejected goods or to cancel the Order for the goods rejected.

All costs for carrying out inspection including that required for making arrangements for the same shall be borne by the vendor.

#### **10.0 WARRANTY & GUARANTEE**

Vendor shall guarantee BL against any and all defects in manufacturing, workmanship, materials and performance for a period of twelve (12) months from the date of commissioning or eighteen (18) months from the date of supply whichever is earlier. 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.

#### **11.0 VALIDITY OF OFFER**

Offers to be submitted by the bidders shall have a validity of 90 (Ninety) days from the due date of the tender.

#### **12.0 LIQUIDATED DAMAGES**

A pre-determined liquidated damages @ 1% 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.

#### **13.0 RIGHT OF ACCEPTANCE / REJECTION**

Mere registration and submission of online bids does not necessarily qualify for consideration of bids. M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever.

#### **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
- 14.2 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.
- 14.3 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.
- 14.4. 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.
- 14.5. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).
- 14.6. 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:**

<b>Type of Tender</b>	<b>Price Quoted by MSE</b>	<b>How to Finalize the Tender</b>
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

- 14.7 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.
- 14.8 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.
- 14.9 To avail the price preference in this tender, the bidder has to submit MSE certificate issued for services involved in tender.

#### **15.0 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.

#### **16.0 ARBITRATION**

Any dispute or difference arising out of the contract/agreement shall be referred for adjudication to a Sole Arbitrator to be appointed by the Chairman & Managing Director (C&MD) of Balmer Lawrie & Co. Ltd. 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.

#### **17.0 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

#### **18.0 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.

#### **19.0 NON-COMPLIANCE**

Bidders participating in this tender must submit their quotes for the entire quantities as mentioned in NIT and accepting all terms & conditions of this tender failing which their offers shall be rejected.

#### **20.0 SUBMISSION OF OFFER**

Eligible bidders are requested to submit their offers comprising Unpriced Bid –Part I and Priced Bid – Part – II in two separate envelopes. Part – I should contain NIT, duly stamped & signed, all pre-qualification documents, MSME Certificate (if applicable) and Part – II should only contain Price Bid, duly filled in in all respect with signature & stamp. Now, both the sealed envelopes should be put in a single big envelope subscribing Tender No., Date, Due Date and submitted to the following bid inviting authority:

Head (ROFS)  
Balmer Lawrie & Co. Ltd.  
Refinery & Oil Field Services  
21, Netaji Subhas Road  
Kolkata – 700 001  
Contact no. : (033) 2222 5558  
e-mail id : kumar.sanjeev@balmerlawrie.com

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

( **A. Bandyopadhyay** )  
**Head (ROFS)**





NOW THIS GUARANTEE WITNESSETH as follows:

1. In consideration of the aforesaid premises at the request of the Supplier, we ..... (set out the full name of the Bank) the Bankers of the Supplier shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the ..... day of ..... entered into by and between the Company of the one part and the Supplier of the other part, the terms and conditions of the said Tender and the said Order.
2. We, ..... (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees ..... only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Supplier or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, ..... (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Supplier.
6. We ..... (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.
8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.

- 9 Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees ..... only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of ..... (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
- 10 We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the ..... day of ..... granted to him by the Bank.

Place :

Date :

## **TECHNICAL SPECIFICATIONS & DATA SHEETS**

### **1.0.0 INTENT OF SPECIFICATION**

The scope of supply of the vendor under this specification and associated data sheets is intended to cover design, fabrication, manufacture, assembly, testing and supply including packing / forwarding and transportation to site.

### **2.0.0 SCOPE OF SUPPLY**

2.1.0 Pneumatic Operated Butterfly Valve (complete unit)

2.2.0 Actuator

### **3.0.0 TECHNICAL REQUIREMENTS**

#### **3.1.0 Design and Constructional Features**

3.1.1 Valves shall be designed, manufactured and tested as per requirement of the valve data sheet.

#### **3.1.2 Material of Construction**

i) All materials shall be as per the data sheet attached with the Tender. However, vendor may offer equivalent / better quality material and the same shall be indicated in the offer.

ii) Flanges will be as per ANSI B 16.5, 150#, RF

3.1.3 Valves shall operate frequently for quick opening / closing and shall be suitable for outdoor locations.

#### **3.2.0 Operating conditions/Performance Requirements**

3.2.1 Operating conditions are detailed out in the Data sheet.

3.2.2 Actuator Torque vs Valve Torque should be selected accordingly by the vendor.

3.2.3 Valve operation should be quick opening / closing type.

### **4.0.0 TESTING AND INSPECTION**

#### **4.1.0 Materials Test Certificates**

4.1.1 All materials used for construction shall be of tested quality. Materials shall be tested as per relevant standards and Test Certificates are to be furnished to Purchaser. In case Mill Certificates are not available, vendor shall carry out physical and chemical tests from approved Testing Agency (ies) at his own expenses.

4.1.2 Material Test Certificates shall be related and verified with the actual materials used before construction by Purchasers' Inspector(s) who will approve the materials.

**4.2.0 Performance Tests (at Vendor's works)**

The following Performance Test for valve shall be conducted at vendor's works in presence of the Purchaser's Inspector(s). The test results will be subject to approval by inspector(s) before dispatch.

4.2.1 Operational / valve function test ( quick opening & closing )

4.2.2 Dimensional Check

4.2.3 Visual Check

4.2.4 Manual override function test

4.2.5 Fail safe / Air failure test

**4.2.0 Performance Tests (after installation at Site)**

4.2.1 After installation, Valve shall be tested for above performances. In case, the site tests are found not to meet the specified requirements, the valve shall be re-calibrated by the vendor at his own expenses.

**5.0.0 PAINTING**

All preparation for surface protection shall commence only after removal of water used for inspection & testing has been completed. All surfaces shall be dried and metal-wire brushed to bare metal in order to achieve the maximum durability

**6.0.0 DOCUMENTATION**

Vendor shall submit drawings, data, information, test certificates, catalogs etc. in the manner prescribed below:

**6.1.0 With the offer**

6.1.1 Preliminary outline drawings indicating principal dimensions, weight etc.

6.1.2 Cross-sectional drawings of the Valve along with materials of construction.

6.1.3 Valve Torque Vs Actuator Torque

6.1.4 Schematic drawings

6.1.5 Catalogs and illustrated literatures of the valves.

**6.2.0 Drawings, Data and Information required from Vendor after award of order**

The following drawings and data must be submitted within the stipulated time mentioned against each item from the date of placement of Order/issue of Letter of Intent, for the Purchaser's approval.

6.2.1 Final data sheets and drawings as requested in 6.1.1., 6.1.2 & 6.1.4 above.

6.2.2 Material test certificates,

6.2.3 Operation and maintenance manual of valves (before dispatch).

**TECHNICAL SPECIFICATION****Item : Pneumatic Operated Butterfly Valve****Data sheet no. PBU-01**

Quantity : 8 Nos.

Service : Crude oil

Basic code : BS 5155

Size :100NB

Basic rating : 150#

Operating Temperature : upto 80°C

Operating Pressure : 14 kg/cm<sup>2</sup>(g)

Hydrostatic Test Pressure : As per code

<b>Construction Details</b>	Type Body Disc Operation Wafer Fastener	Pneumatic Operated type Wafer One Piece One Piece Pneumatic Operated Butterfly Valve To Suit in Between Flanges As per Code
<b>Material of Construction</b>	Body Internal Seat Disc Fastener	Ductile Iron to ASTM A 536 Gr. 60-40-18 CF8M / SS-316 35% min. Acrylonitrile Moulded type Ductile Iron to ASTM A 536 Gr. 60-40-18 IS: 1363
<b>Actuator</b>	Type Air Pressure	Spring return pneumatic actuator 6.0 kg/.cm <sup>2</sup> (g)
<b>Action</b>	Closed at Open at	Air Failure Air supply