

## **TENDER DOCUMENT**

**FOR**

**Miscellaneous Maintenance Work for Balmer Lawrie's  
Sludge Processing Plant at IOCL Haldia Refinery**

**Unpriced Bid**

**Tender No. : ROFS/R&M/21-22/ENQ/03**

**Tender Date : 16.07.2021**

**Due Date & Time : 29.07.2021 Upto 16:00 Hours**

**Date & Time of Opening : 29.07.2021 At 17:00 Hours**



**Balmer Lawrie & Co. Ltd.**

**REFINERY & OILFIELD SERVICES**

**21, Netaji Subhas Road, Kolkata 700 001**

**INSTRUCTION TO BIDDERS****TENDER NO. ROFS/R & M/21-22/ENQ/03 DUE ON 29.07.2021 UPTO 16:00 HOURS****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 be made through e-bidding as follows:

**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, Annexures, EMD details 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 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 along with EMD amount. Similarly, Priced Bid should be downloaded, filled it up 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 opting for e-bidding.

**1.1.1 Registration with e Procurement platform**

For registration and on line bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., Shri Tuhin Ghosh, Mobile No. 08981165071, Shri Tirtha Das Mobile No. +91-9163254290 and register themselves on line by logging in to the website <https://balmerlawrie.eproc.in>

**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 these documents.

Balmer Lawrie shall not take any responsibility for any delay or non-receipt of said documents. 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 shall be published on this account. 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.

### **1.2 BID SUBMISSION**

Bidders should send EMD and other voluminous prequalification documents which could not be uploaded, along with copy of Unpriced Bid to the Bid Inviting Authority on or before the due date of opening of tender. If it is found that EMD (except MSME registered vendor/s) is not received before opening of the online bid on due date, such offers even qualify as per the tender requirement, shall be rejected.

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.

Documents which could not be submitted by the bidders (except Price Bid) along with EMD as stipulated in the tender 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  
Phone : (033) 22225706  
e-mail id : [biswas.s@balmerlawrie.com](mailto:biswas.s@balmerlawrie.com)

**1.3 OPENING OF TENDER**

The Unpriced Bid (Part- I) will be opened on the due date and time as mentioned in the NIT.

Online 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.

Thanking you,  
For **Balmer Lawrie & Co. Ltd.**

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



**Balmer Lawrie & Co. Ltd.**  
**Refinery & Oilfields Services**

ROFS/R &amp; M/21-22/ENQ/03

Date: 16<sup>th</sup> July, 2021

**TENDER ENQUIRY**

**Due Date & Time : 29.07.2021 UPTO 16:00 Hours**  
**Date & Time of Opening : 29.07.2021 at 17:00 Hours**

**Balmer Lawrie & Co. Ltd.** invites offers from competent contractors with sound technical & financial capabilities through online bidding as per instruction to bidders for Miscellaneous Maintenance Work for Balmer Lawrie's Sludge Processing Plant at IOCL Haldia Refinery

**1.0 Scope of Work**

The scope of work entails miscellaneous maintenance work at BL's Sludge Processing Plant, operating at IOCL Haldia refinery. The maintenance work is to be done phase wise, over a period of approximately 2 months, while the plant is in running condition. Interested parties are requested to **visit our IOCL Haldia Lagoon site** before submission of their offer to ascertain the actual quantum of work to be carried out.

The scope of work for Miscellaneous maintenance work shall be as follows:

- a. Fabrication and supply of base frame for recovered oil pump set including supply of all required materials, manpower, tools tackles etc.
- b. Assembly, placement and alignment of screw pump set, Capacity:20M3/hr.
- c. Inspection, Overhauling, repair & Maintenance of Screw pumps. Required spares shall be free issue items, supplied by BL.
- d. Overhauling, repair & Maintenance of Agitators set including supply of required spares.
- e. Overhauling, repair & Maintenance of Shaker unit including supply of required spares
- f. Fabrication, supply and erection of 1(One) steam coil along with 1(one) Holder/coil for injecting live steam at BL's IOCL Haldia oily sludge processing plant with 25 NB schedule 80 MS pipe and suitable valve, fittings/flange as per drawing.
- g. Providing & fixing LRB mineral wool mattresses 50 mm thk Insulation Over 2" dia Pipe including fixing cladding with plain AL sheet 24 SWG.
- h. Revamping of main electrical panel at IOCL Haldia sludge processing unit. Scope of work includes required manpower, tools tackles, consumables etc. Scope of work also includes preparation of gate passes, obtaining clearance from IOCL Haldia and arrangement of required PPE.
- i. Repair/Replacement of steam coils of RO Tank-1no, Settling tank- 1no and Mixing Tank-2 nos. Scope of work includes proper cleaning of tanks and making the same ready for hot work.

## 2.0 Pre-Qualification Criteria of Bidders

Vendors interested to participate in this tender should submit/upload the following pre-qualification documents:

- i) Order copy/Completion certificate for multi disciplinary repair-maintenance work, executed inside IOCL Haldia Refinery.
- ii) GST Registration Certificate
- iii) PAN Card
- iv) Affidavit on non-judicial stamp paper in case of proprietorship firm, "Partnership Dees" in case of Partnership firm, "Memorandum & Articles of Association" in case of Limited Company

**3.0 Type of Bid:** The Bid shall be a 2 part bid i.e. Techno Commercial Bid & Price Bid.

## 4.0 Validity of Offer

Rates to be quoted by the bidders will have a validity of 90 days from the due date of the tender.

## 5.0 Quantity Variation

Quantities mentioned in the price schedule are our initial requirement. Balmer Lawrie may amend the quantity during placement of order at same rates and terms & conditions.

## 6.0 Procedure of Evaluation

Vendors will be techno-commercially evaluated based on submitted pre-qualification documents and acceptance of all tender terms. The Priced bids of only those bidders will be opened, who satisfy the pre-qualification criteria. L1 bidder shall be decided based over overall rates excluding GST.

## 7.0 Place of Work

The work is to be carried out at the following location:

Balmer Lawrie & Co. Ltd.  
C/o IOCL Haldia Refinery  
Haldia – 721605

Contact Person: Mr. Sanjeev Kumar (9007646898)

## 8.0 Splitting of Job

The Job is not shall not be split.

## 9.0 Tender Conditions for Benefits/Preference for Micro & Small Enterprises (MSES)

- 9.1 MSEs must have **Udyog Aadhar Number (UAN)** to avail the benefits/preference available vide Public Procurement Policy for MSEs
- 9.2 MSEs participating in the tender must submit UAM registration certificate along with their bid.
- 9.3 The successful bidder should ensure that the UAM is valid till the end of the contract period.
- 9.4 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.
- 9.5 The MSEs with valid Udyog Aadhaar number, duly declared on CPPP are exempt from payment of Earnest Money Deposit (EMD).
- 9.6 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

- 9.7 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.

98 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.

#### 10.0 TENDER CONDITIONS FOR BENEFITS / PREFERENCE UNDER 'MAKE IN INDIA':

**Purchase preference shall be given to 'Make in India' as per followings for subject tender**

1. This is a non – divisible tender and 'Class I local supplier' shall get purchase preference over 'Class – II local supplier' as well as 'Non-local supplier', as per following procedure –
  - a. Definitions
  - i. '**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 below (iv)
  - ii. '**Class II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement has local content 20% but less than 50% as defined below (iv)
  - iii. '**Non-local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than or equal to 20% as defined in 'iv'
  - iv. '**Local content**' means the amount of value added in India which shall, be the total value of item procured minus the value of imported content (including all custom duties) in the item as a proportion of the total value in percent
2. The margin of purchase preference shall be 20%
3. Purchase preference shall be as per following procedure –
  - a. Among all qualified bids, the lowest bid will be termed L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1
  - b. If L1 is not 'Class I local supplier', the lowest bidder among the 'Class I local supplier' will be invited to match the L1 price subject to Class I local supplier's price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class I local supplier' subject to matching the L1 price
  - c. In case such lowest eligible 'Class I local supplier' fails to match the L1 price, the 'Class I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder



## 4. Bidder to indicate followings for evaluation purpose –

Description	Bidder to Mention
Category of Bidder	
Country of Origin of Product / Location of Manufacturing facility	
% of Local content (Only % shall be mentioned, however breakup shall be provided after opening of price bid for verification), if % of local content not proven, BL will have right to reject the bid, for further details please refer order no P-45021/2/2017-PP(BE-II) issued by the Government of India	

**Resolution of conflict between bidders opting for PP-LC and PPP-2012 preference: (Kindly mention circular ref and date)**

In case a bidder opts for purchase preference based on PP-LC, the bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders as applicable for MSE bidders under PPP-2012.

While evaluating a particular bid, bidder's option (to avail any one out of two applicable purchase preference policies i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- I. PPP-2012
- II. PP-LC

**Scenario 1:**

- a) L1 bidder is non MSE, non PP-LC bidder
- b) L2 bidder is PP-LC (within 20%)
- c) L3 bidder is MSE (within 15%) whether Class I or Class II (qualification in case of bidding against clause 4.4 a items shall apply as usual)

**(1) Non divisible item:**

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPLC).

**(2) Divisible item**

If MSE and PP-LC bidders match the L1 price, 25% and 50% of the tendered quantity shall be ordered respectively on the MSE and PP-LC bidders and balance 25% of the tendered quantity shall be awarded to original L1 bidder.

**Scenario 2**

- a) L1 bidder is PP-LC
- b) L2 bidder is MSE (within 15%) whether a Class I or Class II Bidder (qualification in case of bidding against clause 4.4 a items shall apply as usual)

**(1) Non divisible item**

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise the order shall be placed on PP-LC bidder.

**(2) Divisible item**

If MSE matches the L1 price, 25% and 75% of the tendered quantity shall be ordered respectively on the MSE and PP-LC bidders.

**Scenario 3**

a) If L1 bidder is MSE, the entire order shall be awarded to him.

**11.0 PF, ESI & Workmen Compensation and Statutory compliance:**

Compliance with all statutory norms viz. Minimum Wages Act/ fixed wages for IOCL Barauni, 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 IOCL and as per the satisfaction of BL.

**12.0 Completion period**

The work shall be completed in phases as per site requirement.  
Each Phase of work shall be completed within 14 days from the date of site handover.

**13.0 Liquidated Damages**

In case of delay in completion of work beyond contractual date for each phase of work, the following shall be applicable

- a. Price reduction by a sum equivalent to one percent (1%) of the basic order value per week of delay or part thereof subject to a maximum of 5 % of the basic order value.

**14.0 Goods & Services Tax (GST)**

GST shall be paid as extra as applicable.  
Bidder Shall Mention HSN Code and GST Rate as part of priced bid.

**Billing Address:**

The invoice shall be raised against the following billing address:

Balmer Lawrie & Co. Ltd.  
21, Netaji Subhas Road, Kolkata -700001  
GSTIN: 19AABCB0984E1ZS

**15.0 Payment Terms:**

100% payment shall be made after completion of work to the satisfaction of site-in Charge followed by inspection and certification of bill by site in charge.

**16.0** No deviations whatsoever regarding specifications of the items or makes will be accepted and vendor should quote strictly on the basis of the specifications and makes mentioned in the tender.

**17.0. Non - Conformance:** Tenders not conforming to all the requirements mentioned herein are liable to be rejected.

**18.0 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.

**19.0 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

**20.0 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 and the Security Deposit of the contractor will be forfeited.

**21.0 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. Balmer Lawrie & Co. Ltd reserves the right to accept or reject any tender without assigning any reason whatsoever.

## **22.0 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.

## **23.0 TENDER SUBMISSION**

Offers should be submitted in online form to our e-procurement portal <https://balmerlawrie.eproc.in> after downloading the tender document.

EMD, and other voluminous documents shall be sent in physical form, to the following tender inviting authority:

### **Head (ROFS)**

Balmer Lawrie & Co. Ltd.  
21, Netaji Subhas. Road,  
Kolkata – 700 001.

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

**( A. Bandyopadhyay )**

**HEAD (ROFS)**

**VENDORS' INFORMATION**

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>DETAILS</b>
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	Goods & Services Tax Registration No.	
3.0	PAN No.	
4.0	Is your company MSME Unit? If yes, please provide UAM details and attach valid certificate	
5.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
6.0	Name of Bank	
6.1	Branch	
6.2	Branch Code	
6.3	Full Address of the Banker	
6.4	IFSC Code	
6.5	MICR Code	
6.6	Account No.	
6.7	Type of Account (Saving/Current)	