



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

INSTRUCTION TO BIDDERS
TENDER NO. ROFS/2K16/08/ENQ/04 : DESIGN, SUPPLY & ERECTION OF
STEAM DISTRIBUTION SYSTEM WITH IBR APPROVAL

1.0 PROCEDURE FOR BID SUBMISSION

The Tender Document is comprising of Notice Inviting Tender and Price Schedule in a single bid system. The submission of offer can be made in two forms through e-bidding or in physical form as follows :

1.1 BID SUBMISSION THROUGH E-BIDDING

The bidder shall submit their response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure 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 offer comprising Instruction to Bidders, Notice Inviting Tender, Vendors' Information, Drawings and Price Schedule in the standard formats displayed in e-Procurement web site. The bidders shall download the Tender Document, scan and upload the same duly stamped and signed, in Balmer Lawrie's e- Procurement web site. Similarly, bidders should download Price Bid format and upload after duly filled in, stamped and signed on BL e-procurement site. However, EMD must be sent by Speed Post/Courier or in person and reached at Bid Inviting Authority on or before the due date of the tender.

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. 8981165071, Shri Ritabrata Chakraborty, Mobile No. 8697910411 or Shri Ujjal Mitra, Mobile No. 07702669806 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 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

1.1.4 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 page of the NIT, owning responsibility for their correctness/authenticity.

1.1.5 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 IN PHYSICAL FORM

Bidders interested to participate in this tender in physical form can access to company's website: www.balmerlawrie.com and download the tender document. Offer consisting of 'Instruction to the Bidders', Notice Inviting Tender and Price Schedule- I, duly stamped, signed and filled up in, should be submitted along with EMD to the Bid Inviting Authority in single sealed envelope subscribing Tender No, Date, Due Date within due date of time.

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.

Detailed offer complete in all respects as stipulated in the tender should reach the Bid Inviting Authority at the following address within the due date and time:

Sr. Vice President (Technical)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001
Phone : (033) 22225569
e-mail id : mondal.cr@balmerlawrie.com

1.3 OPENING OF TENDER

The tender will be opened on the due date and time as mentioned in the NIT and also in Balmer Lawrie's e-procurement and Website. No separate intimation will be sent in this regard. Bidders who shall submit their bids in physical form may attend to witness the bid opening on the due date and time at the above address with authorisation letter.

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

(A Mukhopadhyay)
Sr. Vice President (Technical)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

NOTICE INVITING TENDER

No. : ROFS/2K16/08/ENQ/04

Date : 16.12.2016

Due Date : 02.01.2017 Upto 16:00 Hours

Tender Opening Date & Time : 02.01.2017 at 17:00 Hours

M/s Balmer Lawrie & Co. Ltd. (BL) invites sealed offer for “ Design, Supply, Installation, Testing, Commissioning and obtaining necessary IBR Approval” for Steam distribution system to their Lagoon Sludge Processing Unit to be installed in Digboi Refinery of Indian Oil Corporation Ltd., P.O.- Digboi, Tinsukia, Assam. Bidders are requested to visit the site before submitting their bid. The detailed scope of work and other terms & conditions are as under:

1.0 SCOPE OF WORK

The broad scope of work would cover (**but not limited to**) the following:

- a. Mobilization and demobilization at site with the arrangement of supply of materials, manpower, tools & tackles and all other consumables required for the work.
- b. Designing of entire Steam piping system from the basic **GA Diagram enclosed with this tender**
- c. Supply of all necessary pipes, valves, traps, fittings & flanges, insulation materials and all other accessories required to make the system functionally complete.
- d. Installation of the entire steam piping system along with the hook up of the existing steam header of IOCL and the steam coils of our plant as per GA Layout.
- e. Radiography, Pressure testing and other Non-Destructive testing required as per IBR guideline for the piping system.
- f. 50 mm Glass Wool Insulation covered with Aluminium sheet of the entire piping work
- g. Necessary IBR approval/ Approval from the Boiler Inspector of the piping system and Commissioning of the system.
- h. Handling of all local issues, entry passes, work permits etc. for smooth execution of the work.
- i. Compliance with all statutory clearances/ issues viz. Workmen Compensation, Labour License, PF, ESI etc. wherever required would be included in the scope.

Note: *Bidder must note that IOCL Digboi is a running Refinery and Hot Job may not be permitted inside the Refinery premises. Hence the entire piping system may have to be fabricated outside the Refinery and installed subsequently in the Refinery. Bidders should be prepared for the same.*

2.0 PRE-QUALIFICATION CRITERIA OF BIDDERS

Bidders must satisfy the following criteria to make their bids technically and commercially acceptable for this tender. They shall submit copies of the following documents along with their bid:

- a) As per sub-section 6 of Section 5 of the Boiler Act, 1923 and its all amendment, the bidder who intends to participate in this tender must have valid Class-I registration certificate as per Regulation, 392 from the Boiler Directorate, Assam only (in the state of Assam) to undertake all sorts of job along with operation of boiler.
- b) Average annual financial turnover of the tenderer shall be minimum of Rs.32.5 lacs during last three financial year ending 31st March, 2016.
- d) The tenderer should have successfully executed similar work of the following values during past seven (7) years ending 31st March, 2016
 - 1. 3 jobs each of value not less than Rs. 7.2 lacs or
 - 2. 2 jobs each of value not less than Rs. 9.0 lacs or
 - 3. 1 job of value not less than Rs. 14.5 lacs

Copy of work order and/or completion certificate from the employer / Consultant should be enclosed as supportive documents

- e) Photocopy of PAN card
- f) Service Tax Registration Certificate
- g) "Affidavit" in non-judicial stamp paper in case of proprietorship firm "Partnership Deed" in case of Partnership firm/"Memorandum of Article of Association" in case of Limited Company

3.0 EARNEST MONEY DEPOSIT

Bid should be accompanied by a Bank Draft of Rs. 15,000.00 (Rupees Fifteen Thousand only) towards earnest money deposit executed by any schedule bank drawn in favour of M/s. Balmer Lawrie & Co. Ltd. payable at Kolkata. EMD will be released upon submission of Security Deposit.

4.0 GENERAL NOTES

- 1. Providing safety articles like helmets, goggles, gumboots, safety shoes, gloves, soaps, waste cloth etc. for workmen shall be under bidder's scope.
- 2. Obtaining all requisite clearance from statutory authorities and IOCL, including police verification from local Police Station, if required shall be in bidder's scope.

3. Compliance with all Safety & Environmental Regulations and Requirement of IOCL/BL
4. All local issues should be taken care of by the bidder for smooth execution of the work and Balmer Lawrie & Co. Ltd., under no circumstance, should be involved into these.
5. Labour license, if required, shall have to be obtained by the bidders and statutory compliance shall be met by the bidders.
6. The rates quoted should be firm and there should be no variation in the rates quoted during the tenure of the contract.
7. The duration of the activities of operation may change depending on actual conditions. Rates should remain firm till the completion of the contract.
8. The bidder needs to take all approvals from Pollution Control authority and abide by all the norms/take necessary corrective action for its compliance at any point of time during the contract period wherever required.
9. The quantities indicated in the GA Drawing are indicative only which may vary. Bidders are deemed to have visited the site and ascertained the actual quantum of work before submission of their bids. Non familiarity to the site condition would not be entertained for any change/ claims at a later date.
10. The rates to be quoted in the Price Schedule should be inclusive of all statutory payments such as PF, ESI, Insurance towards workmen compensation for working all days, supply of fuel, operation & maintenance including erection and commissioning of plant, all Statutory compliance including Boiler Inspectorate, State Pollution Control Board etc. any other prevailing Govt. levies, PPE, tools & tackles as mentioned in the tender.

5.0 POWER & WATER

Construction Power and water is in the scope of contractor.

6.0 DURATION OF CONTRACT

The bidder needs to complete the entire mobilization, enabling work and IBR approval within 2(two) months from the date of handing over of site to make the installation functionally complete for the steam service.

7.0 SMART CARD ENTRY PASS INSIDE THE REFINERY

The Workmen to be deployed by the contractor will be issued Smart Card by IOCL for entry into the Refinery premises. A Security Deposit (SD) per card as per the prevailing rate of IOCL will be deposited by Balmer Lawrie on behalf of the contractor. Deductions towards loss or misuse and non-deposition of card by IOCL will be recovered from the Security Deposit/Bill from the contractor.

In case of loss of smart card, the same should be brought to the notice of Balmer Lawrie's site personnel who in turn immediately inform CERM through EIC. An FIR is to be lodged immediately at the nearest police station and a copy of the same is to be handed over to Balmer Lawrie's site in-charge for submission to CERM, IOCL.

8.0 PAYMENT OF WAGES

All workmen deployed by the contractor should have a bank account. Payment of wages to workers should be made through Electronic remittance directly to their bank accounts. A copy on on-line remittance should be submitted to Balmer Lawrie along with RA Bill.

9.0 TAXES & DUTIES

Rates should include all taxes & duties as applicable excluding service tax.

Prices should be firm till the completion of the job and no escalation for any reason, whatsoever, will be granted.

10.0 PAYMENT TERMS

Payment shall be released against completion of entire work with IBR Certification and against bill accompanying all statutory documents and proof of Bank Remittance towards payment of wages, duly certified by our Engineer-in- Charge.

11.0 SECURITY DEPOSIT

Contractor shall submit an interest free Security Deposit (SD) @ 2.5% of the basic value of the order in the form of Demand Draft from any scheduled bank in favour of `Balmer Lawrie & Co. Ltd., payable at Kolkata within 10 days from the date of placement of LOI/Work Order, whichever is earlier. The SD will be released after six months from the date of completion of work. EMD amount will be released after submission of SD.

12.0 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.

13.0 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 hereunder shall be filed in the courts in the city of Kolkata only.

14.0 **TERMINATION & DETERMINATION OF CONTRACT**

In case of violation/breach of any agreed terms and conditions of contract and if the contractor fails or neglects persistently to observe and perform all or any of the acts, deeds, matters or things by the contract to be observed and performed by the Agency requiring the employer to observe or perform the same, BL may cancel/terminate this contract.

- (i) If the Contractor being an individual or a firm commits any 'Act of Insolvency' or shall be adjudged as insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court

or shall be unable to carry out and fulfil the contract and to give security therefore, is so required by the Engineer-in-Charge.

Or if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or charge, encumber or sublet this contract without the consent in writing of the Engineer-in-Charge first obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the Contractor thereunder.

Or if the Engineer-in-Charge shall certify in writing to the employer that the Contractor -

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 7 days after receiving from the Engineer-in-Charge written notice to proceed or
- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-in-Charge under these conditions or
- e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or

has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Contractor requiring the Contractor to observe or perform the same, or

- f) has to the detriment of good workmanship or in defiance of the Engineer-in-Charge's instructions to the contrary, sub-let or sub- contracted any part of the contract, or
- g) has failed to comply with the Engineer-in-Charge's instructions, or
- h) has in the opinion of the Engineer-in-Charge committed any breach of this Contract, then and in any of the said cases the employer with the written consent of the Engineer-in-Charge may notwithstanding any previous waiver, after giving seven day's notice in writing to the Contractor terminate the Contract, but without hereby affecting the right of the employer of the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the contractor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Contractor. And further, the employer by its agents or servants shall be entitled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other contractor and the Contractor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-in-Charge shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within the period of 7 days after receipt thereof by him, the employer shall sell the same either by public auction or a private sale and shall be given credit to the contractor for the amount realised. The Engineer-in-Charge shall thereafter ascertain and certify in writing under this hand what (if anything) shall be due or payable to or by the employer, the expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified, shall thereupon be paid by the employer to the Contractor or by the Contractor to the employer, as the case may be and the Certificate of the Engineer-in-Charge shall be final and conclusive and binding on the parties hereto. In the event of termination under this Clause, the employer shall not be bound by any provision of this Contract to make any further payment to the Contractor until the said works are completed.
- (i) employer shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the employer the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified and approved by Engineer-in-Charge and of the value of the Work done to date by the Contractor

shall be paid for in full at the specified in the Contract. A notice in writing from the employer to the Contractor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the employer.

- (ii) Should the Contract be determined under sub-clause of this clause and the Contractor claims payment to compensate expenditure incurred by him in the expectation of completing the Work, the employer shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to the satisfaction of the Engineer-in-Charge. The employer's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Contractor.

13.0 Labour Laws & Regulations

It shall be the responsibility of bidder to obtain necessary labour license from the Licensing Authority under the "Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules made thereunder and produce the same to the Engineer-in-Charge before start of the job. You shall also comply with all obligations under the said Act/Rules as well as other applicable labour laws. Licensing Authority shall be Assistant Labour Commissioner (Central), Office of the Regional Labour Commissioner (Central), Assam.

14.0 Provident Fund

The provisions of the EPF & MP Act, 1952 and Rules/Scheme framed thereunder, shall be complied by the contractor for their manpower to be engaged for this job. Contractor shall furnish the code no. allotted by RPFC Authority to the Engineer-in-Charge. For this purpose, contractor shall be liable to submit copy of each wage sheet and Challan showing PF deposit with each bill to the Engineer-in-Charge duly signed.

15.0 ESI Scheme

Contractor shall also comply with the provisions of the ESI Act, 1984 and Rules framed thereunder in respect of your workers to be engaged for this job. Contractor shall obtain ESI Code No. from the local ESI Authorities for the said purpose and furnish the Code No. allotted by ESI Authorities to the Engineer-in-Charge before starting the job.

16.0 Insurance Cover for Workmen

Contractor shall obtain Workmen Compensation policy in respect of contractor's workmen to be engaged for the work towards compensations as admissible under the Workmen's Compensation Act, 1923 and Rules framed thereunder upon death/disablement of a worker and the same has to be produced to the Engineer-in-Charge before start of the work. Balmer Lawrie & Co. Ltd. should be the beneficiary.

17.0 Third Party Liability

Third party liability coverage shall be taken against loss or damage from any cause shall cover up to a value of Rs.1,00,000/- per occurrence covering two occurrences in a year.

18.0 Safety Regulation

- a) Contractor shall follow safety regulations of IOCL
- b) Contractors are advised to prevent pollution during any job carried out as required by the Environment Policy of the plant.

19.0 Validity of bid

The bid shall be kept valid for **90 days** from due date of this tender.

20.0 Right of Acceptance / Rejection

Mere issue of tender document and submission of bids does not necessarily qualify for consideration of bids. 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.

21.0 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

22.0. Tender Submission :

Offers should be submitted either on online to our e-procurement portal <https://balmerlawrie.eproc.in> Or in physical form after downloading from company's website : www.balmerlawrie.com to our Bid Inviting Authority :

Sr. Vice President (Technical)

SBU : Refinery & ONGC Field Services

Balmer Lawrie & Co. Ltd.

Refinery & Oil Field services,

21, Netaji Subhas. Road,

Kolkata – 700 001.

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

(A MUKHOPADHYAY)

SR. VICE PRESIDENT (TECHNICAL)

Enclosure : i) Drawing No. ROFS/2K16/08/02/1

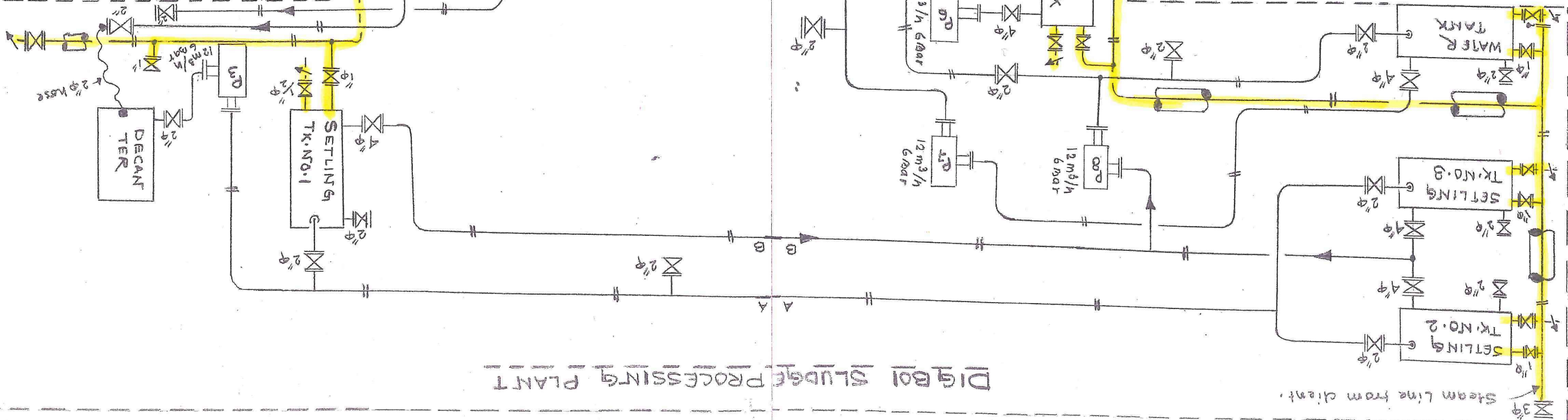
ii) Drawing No. ROFS/2K16/08/02/2

VENDORS' INFORMATION

SL. NO.	PARTICULARS	DETAILS
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	Service Tax Registration No.	
3.0	PAN No.	
4.0	CST No. VAT No.	
5.0	Is your company MSME Unit? If yes, please provide details and attach valid certificate	
6.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
7.0	PF Registration No. & Date	
8.0	ESI Registration No. & Date	
9.0	Name of Bank	
9.1	Branch	
9.2	Branch Code	
9.3	Full Address of the Banker	
9.4	IFSC Code	
9.5	MICR Code	
9.6	Account No.	
9.7	Type of Account (Saving/Current)	

DIGEST SLUDGE PROCESSING PLANT

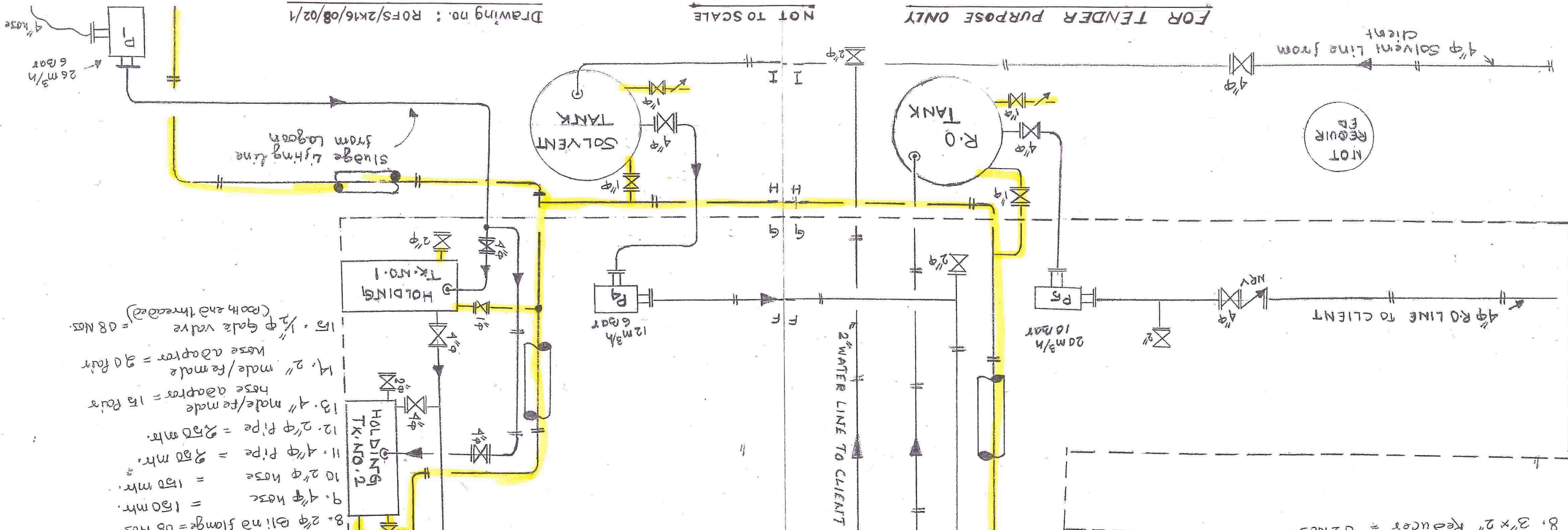
Steam line from client.



REQUIREMENTS FOR STEAM PIPING.

1. 1" gate valve - 12 NOS.
2. 1/2" gate valve - 12 NOS.
3. Steam trap - 12 NOS.
4. 1" steam hose - 30 mtrs.
5. 3" steam pipe - 150 mtrs.
6. 2" steam coil - 140. (8mtr. x 2mtr)
7. 3" steam flange - 45 NOS.
8. 3" x 2" Reducer - 02 NOS.

- ## REQUIREMENTS FOR PLANT PIPING.
1. 4" gate valve - 15 NOS.
 2. 2" gate valve - 30 NOS.
 3. 4" flange - 45 NOS.
 4. 2" flange - 150 NOS.
 5. 2" con. Reducer - 03 (4" x 2")
 6. 4" NRV - 1 NOS.
 7. Pressure gauge - 08 NOS.
 8. 2" blind flange - 08 NOS.
 9. 4" hose - 150 mtr.
 10. 2" hose - 150 mtr.
 11. 4" pipe - 250 mtr.
 12. 2" pipe - 250 mtr.
 13. 4" male/female hose adapter - 15 Pairs
 14. 2" male/female hose adapter - 30 Pairs
 15. 1/2" gate valve - 08 NOS. (both end threaded)



Drawing no. : R0FS/2K16/08/02/1

NOT TO SCALE

FOR TENDER PURPOSE ONLY

4" solvent line from client

NOT REQUIRED

4" R.O. line to client

20 m³/h
10 bar

12 m³/h
6 bar

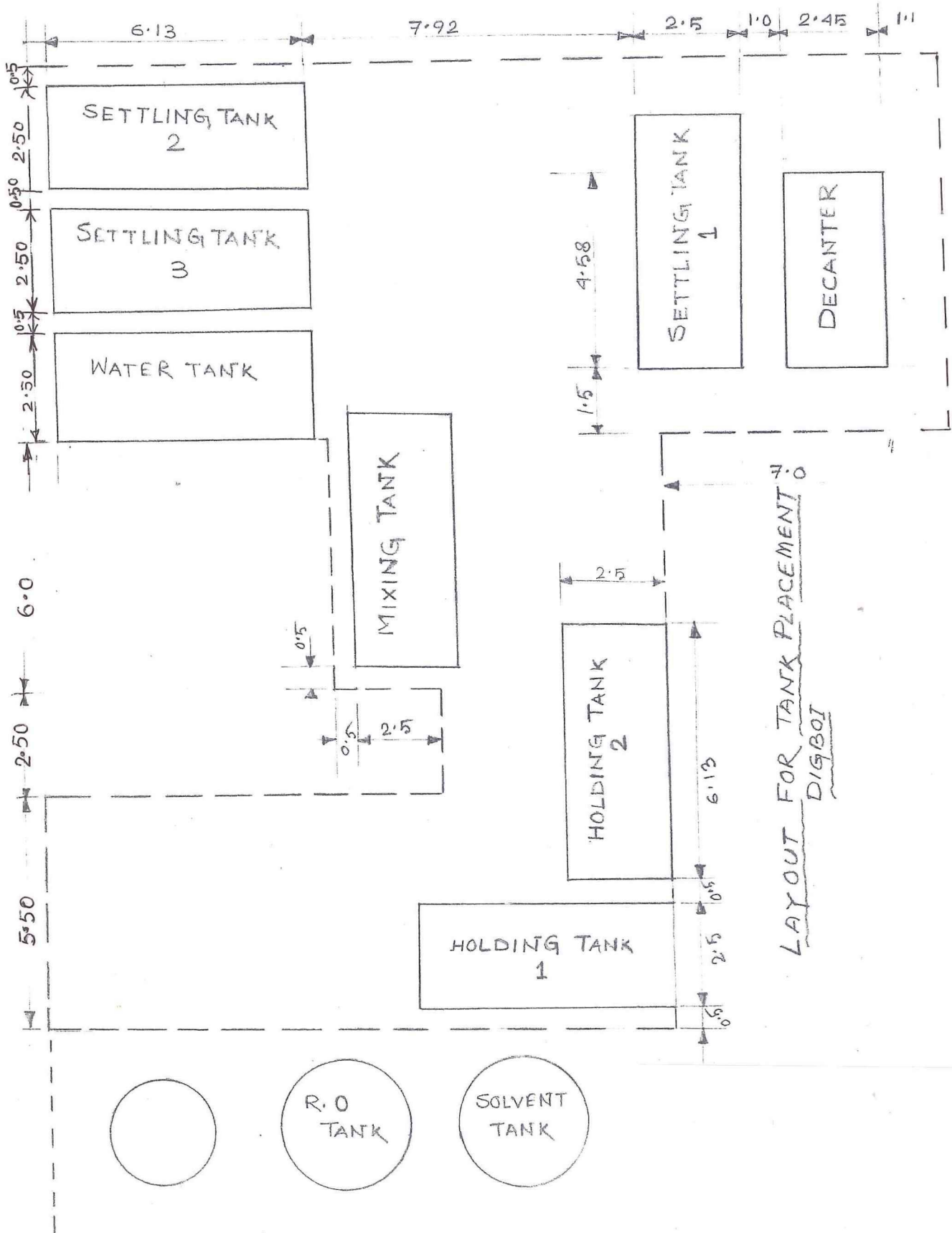
26 m³/h
6 bar

sludge lifting line from lagoon

FOR TENDER PURPOSE ONLY

NOT TO SCALE

Drawing no. : R0FS/2K16/08/02/2



LAYOUT FOR TANK PLACEMENT
DIGBOI

BALMER LAWRIE & CO. LTD.
REFINERY & OIL FIELD SERVICES

PRICE SCHEDULE

Tender No. ROFS/2K16/08/ENQ/04

Dated : 16.12.2016

Due Date : 02.01.2017 at 16:00 Hours

SI No.	Item Description	Unit	Qty	Unit Rate (₹)	Total Amount (₹)
1.0	Design (from the basic GA Drawing enclosed with this tender), Supply, Installation, Testing, Commissioning and obtaining necessary IBR Approval” for Steam distribution system to Balmer Lawrie’s Lagoon Processing Unit to be installed in Digboi Refinery of Indian Oil Corporation Ltd., Tinsukia, Assam. Lump sum Price as per scope of work including all taxes & duties except Service Tax	LS	1		
2.0	Basic Price				
3.0	Service Tax on Works Contract				
4.0	Total				