



Balmer Lawrie & Co. Ltd.

(G & L- Kolkata)

(A government of India Enterprise)

P-43, Hide Road Extension, Kolkata-700 088.

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail Jaiswal.r@balmerlawrie.com

Online Tender Enquiry

Tender No.: GLK/TE20/095

Date:15.09.2020

Due date: 28.09.2020 up to 6:00 PM

Sub: SITC of 2 Inch Pipeline for compressed Air as specified in Price schedule

"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."

Online offers are invited from the competent and experienced vendors in the field with technical and financial capabilities for the subject job as per following table of contents-

- 1.0.0 General Terms & Conditions:
- 2.0.0 Health, Safety & Environment (HSE) terms & conditions:
- 3.00 Price Schedule
- 4.0.0 Conditions for Online bid submission
- 5.0.0 Disclaimer Clause:

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd.

Ranjit Jaiswal
Executive (Maintenance)

Encl.: As above



1.0.0 General Terms & Conditions:

- 1.1.0 Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

R. Jaiswal
Executive (Maintenance)
Balmer Lawrie & Co. Ltd.,
P-43, Hide Road Extension, Kolkata-700088,
E-mail- jaiswal.r@balmerlawrie.com
Phone no. 033-24500102

- 1.2.0 Tenderer may **visit the site** and get them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal of unwanted material.
- 1.3.0 The **bidder shall not be allowed to deviate from their scope of work as mentioned in the tender and in such deviation case their offer shall be rejected.**
- 1.4.0 Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 1.5.0 The vendor is not allowed to give any “subcontract” without proper justification and approval of BL.
- 1.6.0 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors. Telex/Telegraphic/Fax 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.
- 1.7.0 **Job completion Period:** The expected completion period of entire job should be **8-10 weeks** from the issue date of Purchase Order (PO) or LOI whichever is earlier subject to handling over the site. However, the early completion period for the job(s) would be preferred.
- 1.8.0 **Submission Bid:** **Price bid must to be submitted online. Offline submission of price bid shall lead into rejection of offer.**
Bidders are requested to kindly visit our e-procurement website: <https://balmerlawrie.eproc.in> for the same. Bidder may upload **the other requisite document as required in the tender**. The DD/PO against the EMD (if applicable) shall be submitted in **hard copy** in a sealed envelope, superscripting the envelope with tender no., date & due date, covering letter. Additionally, any bulky technical bid or **relevant data sheet** may also be submitted in hard bid wherever it was not uploaded in e-bid portal within the due date of this tender.
- 1.9.0 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **technically & commercially qualified vendor**, whose total price of entire job **stands lowest in totality**.
- 1.10.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 1.11.0 **Risk purchase:** In case of failure to deliver the Items or /complete the job as per our specification & delivery/completion date indicated in Purchase order/tender, the Items/job will be procured from any other available sources and difference in cost will be recovered from the vendor.



- 1.12.0 **Guarantee/Warranty Period:** - Vendor shall guarantee against any and all defects in design, workmanship, materials and performance for a period of **twelve (12) months from the date of commissioning**. If any defects 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.
- 1.13.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:
- 1.13.1 Failure to complete the required supply/job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.
- 1.14.0 If any damage is 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, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.15.0 **Job site, working days & hours:** - All work required to be carried at BL's site shall be done only during working days between 8:30 am. To 5:00 pm (timing may be relaxed if required). The job site will be provided by BL after two months from date of issue of LOI/PO to the successful vendor for the job.
- 1.16.0 **Offers & Enclosures:** The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.
- 1.17.0 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 1.18.0 **Tender Response date & time:** Since the tendered job is of urgent nature, kindly response within the due date as no due date extension may be given (subject to management discretion & nos. of bid received).
- 1.19.0 **Payment terms: Supply Part:** 90 % of basic PO value with full tax within 30 days from date of supply, 10 % of basic shall be kept as retention amount for one year or will be released against submission of PBG.
Service Part: 100 % of PO value within 30 days from date of submission of invoice after completion of entire job.
In case of any deduction on the payable vendor invoice value arises due to short receipt, LD clause or due to any other reasons as per tender terms, vendor has to issue credit note to Balmer Lawrie & Co. Ltd. specifying GST amount separately based on the written communication of Balmer Lawrie & Co. Ltd. specifying the deduction amount along with GST and clarifying the reason for the deduction. Balmer Lawrie & Co. Ltd. will not issue any debit note to the vendor for the same.
- 1.20.0 **Tolerance:** The above quantities are indicative only, it may vary as per actual requirement. However, for calculation of contract value, initially the tolerance will be considered up to $\pm 20\%$. For amendment of quantities or total contract value more than 20%, a written acceptance and confirmation from the vendor will be obtained.
- 1.21.0 **GST Formalities and compliance with Regulations:** *"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."*



1.22 Provisions for Micro and Small Enterprises (MSE):

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

a. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

b. Preference for Price Quotation in tenders: Qualifying Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the particular grade(s)/item(s) at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band(L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid."

Qualification Criterion for MSE's for availing the above benefits:

a. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. **Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD**, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.

b. The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.

c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

Bidder should read **Government Notification dated 1st, June'2020 in respect of "New Definition of MSE" as under** before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

NOTIFICATION

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September,



2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

(i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

(ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

1.23 Preference to Make in India Policy – Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India.

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.

Vendor should note that only "Class I Local Supplier" are eligible to bid in this tender.

In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. 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.

In cases of procurement for a value less than Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a self-declaration certificate giving the percentage of local content.

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.



SL. No	Item(s) Description	Percentage of local content in Your Product(s)

Between MSE clause and Make In India (MII) clause:

If L1 is	Quantity Allocation	
MSE CLASS 1 supplier	100%	
Non – MSE CLASS 1 supplier	75%	<u>MSE</u> – 25% subject to fulfilment of MSE price preference clause above

Note:

1. MSE vendor will be given first preference – 25% of the split able quantity will be offered to the MSE vendors quoting within 15% of L1 price range and meeting MSE criteria as stated in 4.0 of tender clause.
2. Balance 75 % would go as per MII preference clause

- 1.24 **Tender Cancellation:** The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reasons at any stage of the tender processing as per sole discretion of BL is not liable to provide any reason to the applicants for the same.
- 1.25 **Arbitration:** If any dispute or difference arises between the supplier and seller as to the interpretation of the terms of the contract, the same shall be referred to an arbitrator appointed by C&MD of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and / or any other amendments thereafter.
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1) /2013-DPE(GM)/FTS-1835 dated 22.05.2018
- 1.26 **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.



2.0.0 Health, Safety & Environment (HSE) terms & conditions:

- 2.1.0 Proper safety precautions and measures to be taken care of on the principle of “**Safety comes first**” during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 2.2.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.3.0 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000mm high. **All scaffolding materials should be of MS tubular type.**
- 2.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 2.5.0 The portable tools should be of fiber body, and double insulation.
- 2.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.7.0 All lifting tools and tackles should have valid test certificate.
- 2.8.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -

Hot work permit : For any welding and Gas cutting, grinding works inside the BL premises

Work at Height permit: if any job to be done above 6 ft height

Work at confined Space: if have to work inside the any tank or kettle & duct in the premises.

No person will be allowed to work in the premises without work permit & absence of site supervisor.

- 2.10.0 **Security & safety of Contractor's persons:** Contractor will have to make all necessary arrangements for security & safety of his persons and material at work place like providing safety belts, shoes, helmets & other PPE as required, proper illumination of work place and necessary security arrangements, etc.
- 2.11.0 **Site safety:** During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ color tapes/ caution boards for smooth execution of the same.
- 2.12.0 **Site cleaning after work:** The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost otherwise @ 1% per complaint shall be recovered from the bills.
- 2.12.1 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning there name, father's name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.
- 2.12.2 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.
- 2.12.3 Within the BL's premises, the contractor or Contractor's personnel shall not do any private work other than their normal duties.
- 2.12.4 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 2.12.5 Contractor shall provide all necessary tools and tackles, equipment, safety belt, wheel burrow, scaffolding, ladders, safety equipment etc. required to carry out job at his cost.



- 2.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.12.8 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred hereon will be borne entirely by the tenderer/contractor.
- 2.13.0 Compliance **with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 2.14.0 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; In case of major safety violation, the vendor will be Panelise as per Company's HSE Progressive Disciplinary Policy.



3.0 Price Schedule: (for tender purpose) price must be quoted online only.

3.00	SITC of 2" Pipe line for compressed air with valves, fittings and painting							
SL No.	Description (Supply and Service) Make : Local	Qty	UOM	HSN/ SAC	Unit rate (₹)	Amount (₹)	GST %	Item total
3.1	Supply of 2" Seamless Pipe ASTM A106 GR.B, SCH.40 with IBR TC	300	Mtr					
3.2	Supply of 1" Seamless Pipe ASTM A106 GR.B, SCH.40 with IBR TC	19	Mtr					
3.3	Supply of CS SORF Flange 2", Class 150, A105	50	Nos					
3.4	Supply of CS SORF Flange 1", Class 150, A105	3	Nos					
3.5	Supply of CS SORF Blind Flange 2", Class 150, A105	3	Nos					
3.6	Supply of Short Bend 2", CS, seamless, Sch 40	20	Nos					
3.7	Supply of CS Ball Valve 2", Full port, Flanged Class 150, L&T/Audco	4	Nos					
3.8	Supply of CS Ball Valve 1", Full port, Flanged Class 150, L&T/Audco	3	Nos					
3.9	Supply of 3 mm thk, ring gasket ASA 150, 2"	50	Nos					
3.10	HT Bolt, Nut and Single washer, 5/8" x 2.5"	200	Set					
3.11	MS Structural Steel (angle/Channel etc)	100	Kg					
3.12	Fabrication and erection of 2" pipe line with fittings and valves, supports including interconnections etc with above materials. It also includes taping and interconnections with existing line.	300	Mtr					
3.13	Dismantling and Shifting of existing old line 1/2" MS pipe line [old line].	300	Mtr					
3.14	Providing and painting of various 2" pipeline with one coat of metal primer and Two coat of enamel paint, Colour: Sky Blue. (Berger /ICI make/Shalimar or approved make).	300	Mtr					
3.15	Subtotal of Basic Value							

The above quantities are indicative only, it may vary as per actual requirement. However, for calculation of contract value, initially the tolerance will be considered up to $\pm 20\%$. For amendment of quantities or total contract value more than 20%, a written acceptance and confirmation from the vendor will be obtained.



4.0 Conditions for Online bid submission

4.1 Procedure For Bid Submission

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the eProcurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. However, **bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date.** The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

4.2. Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s **C1 India Pvt., Ltd.**, or they can register themselves online by logging in to the website <https://balmerlawrie.govtprocurement.com>

4.3. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement 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.

4.4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the hard copies/documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL 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, may be leading to cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

4.5. Corrigendum/Amendment 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.

4.6. Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement 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.

5. Disclaimer Clause:

Neither 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.