



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

INSTRUCTION TO BIDDERS
TENDER NO. ROFS/2K17/05/ENQ/05 FOR MONTHLY HIRING OF CAR FOR SITE
PERSONNEL AT IOCL, BARAUNI REFINERY, BEGUSARAI
DUE ON 11.01.2018 UPTO 15:00.

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 either through e-bidding or in physical form as per following procedures :

1.1 BID SUBMISSION THROUGH E-BIDDING

The bidder shall submit their response through bid submission to the tender on Balmer Lawrie's 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 Notice Inviting Tender and Price Schedule in the standard formats displayed in e-Procurement web site. The bidders shall download the Tender Document, scan the NIT and uploading the same duly stamped and signed, to the e-Procurement web site. Bidders should fill the Price Schedule with rates, scan it and upload the same to Balmer Lawrie's e-procurement site along with other full tender document and required pre-qualification document.

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, Vendor's Information, Declaration and Price Schedule duly stamped, signed and filled up in, as required, should be submitted 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:

Head (Technical)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001
Phone : (033) 22225573
e-mail id : basak.ak@balmerlawrie.com

1.3 OPENING OF TENDER

The Offers, both on-line and offline will be opened on the due date and time as mentioned in the NIT. No separate intimation will be sent to the bidders 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.

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

(A K Basak)
Head (Technical)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

ROFS/2K17/05/ENQ/05

Dated : 05.01.2018

NOTICE INVITING TENDER
DUE DATE 11.01.2018 UP TO 15:00 HOURS
DATE & TIME OF OPENING :11.01.2018 AT 16:00 HOURS

M/s. Balmer Lawrie & Co. Ltd. (BL) invites offer through online or offline mode from pre-approved vendors for providing one non-AC car on monthly hiring basis for our site personnel mainly to commute between Balmer Lawrie's transit accommodation at Begusarai and IOCL, Barauni Refinery premises as per following terms and conditions:

1.0 TYPE OF VEHICLE

Non A/c. diesel car suitable for accommodating minimum of 4 persons.

2.0 AREA OF TRAVEL

Car will generally ply between Balmer Lawrie's transit accommodation at Begusarai to IOCL, Barauni Refinery, entire of Barauni/Begusarai, nearest Railway Station, Bus stand, Airport and adjacent areas as per our requirements. The car should also move inside the IOCL Refinery premises with proper permission as per our requirement.

2.0 SCOPE

The detailed scope of work is as follows :

- (i) Providing road worthy 4 wheeler within 4 year old having valid and relevant statutory documents as are required to ply on-road and inside the steel plant premises and the area specified in sl. no. 2 above. Car should report to our site personnel at the transit accommodation and/or to other predetermined locations, as informed by our officers every day.
- (ii) The car should be provided with experienced driver.
- (iii) Maintenance charges, fuel etc. will be borne by the bidder
- (iv) All necessary documents required for obtaining gate passes for car & the driver will have to be provided for entry into the steel plant.

- (v) The driver should have valid license, ESI & PF papers and any other statutory documents required for obtaining gate passes.
- (vi) A detailed logbook is to be maintained by the driver and this is to be signed every time this car is used by Balmer Lawrie personnel.
- (vii) Car should have licence to ply in Jharkhand and particularly in Bokaro City.
- (viii) Suitable alternative arrangement should be made by the bidder, if the car is not available due to maintenance or any other problem.

4.0 PRE-QUALIFICATION

Following pre-qualification criteria should be fulfilled and copies of same should be submitted along with the offer:

- (i) Goods & Service Tax Registration Certificate and/or Undertaking regarding non- applicability of GST (format attached).
- (ii) Car should not be more than 4 years' old at the time of its engagement.
- (iii) Car should have commercial licence.

5.0 DUTY HOURS

16 hours/day. However, the time may increase during our plant operation in two/three shifts except Sundays/National Holidays.

6.0 PERIOD OF HIRING

12 (twelve) months as per our requirement. However, the hiring can be extended for further period at the existing rates & terms and accordingly bidder should quote on monthly hiring basis and no additional charge shall be payable for extended period. Since IOCL shall hand over the tank in phased manner, there may be time gap between two tanks. In such cases, car will not be required for idle period and accordingly no payment shall be paid if such period is beyond 1 (one) month.

7.0 PRICE BASIS

Rates should be quoted on following basis :

- (i) Lumpsum all-inclusive charge per month for 16 hours per day and plying upto 2000 Km per month.
- (ii) Hourly rate for duty beyond 16 hours in a day.
- (iii) Rate per Km beyond the initial 2000 Km/month.
- (iv) Payment of GST will be as per Statute.

- (v) Toll tax will be reimbursed at actuals on submission of receipts along with your bill.
- (vi) The car services should be commenced within 7 (seven) days from the date of placement of order and the hiring period will be reckoned from the date of its use by our site personnel.
- (vii) KM and time will be calculated from Balmer Lawrie's Transit Accommodation at Begusarai and not from garage to garage.

8.0 SPLITTING OF JOB

The job is not splittable.

9.0 LEGAL JURISDICTION

All questions, disputes, differences, arising out of and/or in connection with this purchase order, shall be subject to the appropriate court(s) under the jurisdiction of the High Court at Kolkata.

10.0 LABOUR LAWS & REGULATIONS

It shall be the responsibility of contractor 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), Patna, Bihar.

9.0 TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)

- 9.1 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

- 9.2 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.

- 9.3 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.
- 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 registered with above mentioned agencies/bodies are exempted 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.
- 9.8 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:

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.

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

10.0 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.

11.0 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

12.0 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 .

13.0 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. 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.

14.0 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.

15.0 GOODS & SERVICES TAX

GST will be as per statute. Bidder should percentage of GST in the Price Schedule.

16.0 PAYMENT OF DRIVER'S WAGES

The car driver/s' should have bank account and wages/salary will have be paid by direct remittance to his bank account. A copy of such remittance should be attached with monthly RA bill.

17.0 PAYMENT TERMS

Against monthly bill duly certified by Balmer Lawrie's site-in-charge. Photocopy of the relevant pages of the log-book duly certified by BL should be attached with monthly bill.

18.0 VALIDITY

Offer shall be valid for 90 days from the due date of enquiry.

19.0 PENALTY

Alternate arrangement must be made on the day when regular car is not available due to break down, repair work or any other reason. Failure to provide alternate vehicle, will attract proportionate deduction from the RA bill.

2.0 BID SUBMISSION

Submission of online offer shall be as per guidelines given in the 'Instructions to the Bidder'. Tender Document may be accessed from Balmer Lawrie's e-procurement portal <https://balmerlawrie.eproc.in>

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

(A K Basak)
Head (Technical)

VENDOR'S 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.	
1.6	Are you Registered with MSME (indicate Yes/No)	
1.7	Do you belong to SC/ST Category (indicate Yes/No)	
2.0	Goods & Services Tax No. (Please attach a copy)	
3.0	PAN No.	
4.0	Name of Banker	
4.1	Branch	
4.2	Branch Code	
4.3	Full Address of the Banker	
4.4	IFSC Code	
4.5	MICR Code	
4.6	Account No.	
4.7	Type of Account (Saving/Current)	

Seal and Signature of the Vendor

DECLARATION BY BIDDER FOR GST**Enquiry No. :**

I/We hereby declare the following on behalf of M/s. _____
regarding GST:

(Tick whichever is applicable)

- ☐ A) We are registered with GST and the GSTIN of our firm/company is : _____
Copy of GSTIN allotment letter is attached herewith.
- ☐ B) We have applied for GST registration and not yet received the GSTIN.
Copy of GST application reference number (ARN) is attached herewith as proof.
We further declare that "In case of order placement on us for this tender, we will submit GSTIN before first payment under the order is released".
- ☐ C) We declare that "Our firm/company is eligible for exemption from GST Registration as per GST law/act owing to our turnover being less than Rs.20 Lacs"

It is understood that if this declaration is found to be false in any particular, Balmer Lawrie & Co. Ltd. shall have the right to reject our bid/if the bid has resulted in a contract, the contract is liable to be terminated and Balmer Lawrie & Co. Ltd. shall have the right to take further suitable actions as deemed fit.

Signature of the authorised person : _____
(Proprietor/Partner/Director)

Name :

Date :

Stamp :

NOTES ON PRICE SCHEDULE

- 1.0 Details of the items under this Schedule shall be read in conjunction with this note and corresponding Specifications, Drawings and other Tender Documents.
- 2.0 The work shall be carried out as per Scope of Work, specifications and the description of the items in this Schedule and/or Engineer's instructions
- 3.0 The tenderer should quote for all items in the Schedule of Rates. The rates should be expressed in English both in figure and words. Where discrepancy exists between the two, rates expressed in words will prevail. Similarly, if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- 4.0 The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- 5.0 All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.
- 6.0 Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.
- 7.0 Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Engineer-In-Charge.
- 8.0 The Quantities of the various items mentioned in the Schedule of Items are approximate and may vary up to any extent or be deleted altogether.
- 9.0 Engineer's decision shall be final and binding on the Contractor regarding clarification of items in this Schedule with respect to the other sections of the Contract.



**BALMER LAWRIE & CO. LTD.
REFINERY & OIL FIELD SERVICES
PRICE SCHEDULE**

TENDER ENQUIRY NO. : ROFS/2K17/05/ENQ/05
 DATE : 05.01.2018
 DUE ON : 11.01.2018 UPTO 15:00 HOURS
 DATE & TIME OF OPENING : 11.01.2018 AT 16:00 HOURS

Hiring of Non-AC Car for our site personnel at Indian Oil Corporation Limited, Barauni Refinery, Begusarai as per scope mentioned in the Enquiry			
Sl. No	Particulars	Rate (₹) (In Figure)	Rupees (In Word)
1.0	Lump sum all inclusive charges per month for 16 hours/day duration and 2000 KM/month		
2.0	Hourly rate beyond 16 Hours/day		
3.0	KM rate beyond 2000 KM/month		
4.0	Goods & Services Tax (in percentage %)		