



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

**INSTRUCTION TO BIDDERS**  
**TENDER NO. ROFS/2K19/02/ENQ/09 FOR MONTHLY HIRING OF CAR**  
**FOR THE WORK OF BALMER LAWRIE AT OIL & NATURAL GAS CORPORATION**  
**LTD., URAN PLANT, URAN, NAVI-MUMBAI**  
**DUE ON 02.09.2019 UPTO 16:00.**

**1.0 PROCEDURE FOR BID SUBMISSION**

The Tender Document is comprising of Notice Inviting Tender and Price Schedule under the single bid system. The submission of offer can be made through e-bidding only as per following procedures:

**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 procedure 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 offers comprising Notice Inviting Tender and Price Schedules in the standard formats displayed in e-Procurement web site. The bidders shall download the Tender Document, scan the NIT and Price Schedules and uploading the same duly stamped and signed along with all pre-qualification document, in the Balmer Lawrie's e-Procurement site. Price Schedule should be filled up before scan and uploading at site. Earnest Money Deposit, as applicable, should reach the Bid Inviting Authority on or before the due date and time.

**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.

Empaneled bidders not having 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**

No physical bid will be accepted by the Bid Inviting Authority.

## **1.3 Opening of On-line Bid**

e-bids will be opened on the date and time indicated in the e-procurement site and no intimation will be given to the bidders separately.

## **1.4 Bid Inviting Authority**

Bidders may also contact the following Bid Inviting Authority before and after submission of their bids for any clarifications.

Samir Biswas  
Manager (Commercial) – Refinery & Oil Field Services  
Balmer Lawrie & Co. Ltd.  
21, Netaji Subhas Road, Kolkata – 700 001  
Phone : (033) 22225706/Mob: 9433092888  
e-mail id : biswas.s@balmerlawrie.com

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

**( A K Basak )**  
**Head (Technical)**



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

ROFS/2K19/02/ENQ/09  
21<sup>st</sup> August, 2019

**NOTICE INVITING TENDER**

**Due Date: 02.09.2019 Upto : 16:00 Hours**  
**Date & Time of Opening : 02.09.2019 at 17:00 Hours**

Balmer Lawrie & Co. Ltd. (BL) invites offers in prescribed form through on-line mode under single bid system from bidders for providing a non-AC Car on monthly hiring basis to ply in Mumbai & Navi-Mumbai and inside Oil & Natural Gas Corporation Ltd. (ONGC), Uran Plant as per following terms and conditions:

**1.0 TYPE OF VEHICLE**

Diesel Car suitable for accommodating minimum of 4 persons.

**2.0 AREA OF TRAVEL**

The car will generally ply between Balmer Lawrie's transit accommodation at Ulwe/nearby place and ONGC Uran Plant, Railway Station, Bus stand, Airport and adjacent areas within Mumbai & Navi Mumbai as per our requirements. The car should move inside the plant premises with proper permission as per our requirement.

**3.0 SCOPE**

The detailed scope of work is as follows:

- (i) Providing road worthy Car with valid and relevant statutory documents as required to ply inside ONGC Uran Plant and the area specified in sl. no. 2.0 above. The place of reporting would generally be at Balmer Lawrie's transit accommodation at Ulwe.
- (ii) The car should be provided with experienced driver/s as per working duration/day.
- (iii) Maintenance charges, fuel etc. will be borne by the bidder
- (iv) All necessary documents like valid driving licence, PF, ESI, Insurance Policy, Pollution Certificate and Police Verification of driver/s etc. will have to be provided for obtaining gate pass to entry into ONGC Uran Premises. Obtaining of gate pass and compliance of formalities shall be the responsibility of the bidder.

- (vi) A detailed logbook will be maintained by the driver/s and this will be signed every time this car is used.
- (vii) Suitable alternative arrangement should be made by the bidder, if the existing car is not available due to maintenance or any other reason.
- (viii) Car with Commercial Licence must be provided
- (xi) Meter reading and time of reporting will be considered from the place of reporting and releasing and not from Garage to Garage.

#### **4.0 PRE-QUALIFICATION**

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

- (i) Goods & Service Tax Registration Certificate
- (ii) **Car should not be more than 4 years' old** at the time of its engagement. Relevant documents like Smart Card/Registration Certificate, Insurance Policy, Pollution Certificate etc. should be submitted along with offers.

#### **5.0 EARNEST MONEY DEPOSIT**

An EMD of ₹12,000/- (Rupees Twelve Thousand only) in the form of bank draft in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata should reach the Bid Inviting Authority on or before the due date. Bid submitted without EMD is liable for rejection, unless bidder is a registered with MSME. In order to qualify for EMD exemption, MSE units shall submit MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the body listed under Sl. No. 12.1 (or any other body specified by the Ministry of MSME)

The MSE registration shall be valid as on date of placement of order. The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

EMD of the successful bidder shall be retained with us as Security Deposit after placement of order. EMD of unsuccessful bidder/s shall be returned after finalization of order. EMD exempted bidder, shall submit the amount as security deposit by DD/Bank Guarantee in favour of Balmer Lawrie & Co. Ltd. within 15 days from the date of placement of order.

#### **6.0 PERIOD OF HIRING**

36 (thirty six) months to be reckoned from the date when it enters inside ONGC, Uran Plant after complying necessary formalities.

Hiring of car is intended for the support service for De-sludging of 3 Nos. crude tank at ONGC Uran in a phase manner within a span of 3 years with intervening gaps. There will be about 4 months for each tank when work shall be carried out in general shift aggregating 12 months period within the entire contract period and balance portion would be on three shifts basis. Usage of the car will be guided and paid accordingly as per the relevant price schedule. Necessary prior intimation would be given to the contractor for the same.

Further, there may be a time gap between handing over of tanks after completion of each tank. The successful bidder shall be intimated for temporary suspension of car services if such period is beyond one month or above. No payment shall be made during such idle period.

## **7.0 DUTY HOURS**

The duration of daily duty shall be 12 hours for general shift operation. 17 hours/day duty shall be required during three shifts operation at ONGC, Uran Plant. However, these periods are estimated and may vary as per our operational requirements. Similarly, the duty hours may increase to 24 hours/day during operation of our plant depending upon our site requirements. Counting of time and KM will be based on the time of reporting and releasing of the car at our transit accommodation and not from garage to garage.

## **8.0 PRICE BASIS**

Bidders should quote their rates in the Price Schedule as per following basis:

- (i) Lump sum all-inclusive charge per month for 12 hours duty per day and plying upto 2200 Km per month.
- (ii) Lump sum all-inclusive charge per month for 17 hours duty per day and plying upto 4700 Km per month.
- (iii) Hourly rates for duty beyond stipulated hours in a day.
- (iv) Rate per Km beyond fixed monthly KM
- (v) Toll tax, if any, will be reimbursed at actuals on submission of receipts along with your month RA bill.
- (vi) The successful bidder must commence the hiring services within 7 days from the placement of order and the hiring period will be reckoned from the date the car enters into the Uran Plant premises after complying with all formalities.

## **9.0 SPLITTING OF JOB**

The job is not splittable.

**10.0 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.

**11.0 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), Mumbai, Maharashtra.

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

- 12.1 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
- 12.2 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.
- 12.3 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.
- 12.4. 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.
- 12.5. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).

- 12.6. 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

- 12.7 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.
- 12.8 To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling BL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
- In case of proprietary MSE, proprietor (s) shall be SC/ST
  - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
  - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 12.9 To avail the price preference in this tender, the bidder has to submit MSE certificate (Udyog Aadhaar) along with the offer.



**13.0 EVALUATION CRITERIA**

Bidders must quote two monthly rates in the Price Schedule as described elsewhere in this NIT. Successful bidder shall be decided based on combined overall L1 rates. Balmer Lawrie reserves the right to carry out price negotiation with L1 bidder only.

**14.0 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.

**15.0 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

**16.0 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, Balmer Lawrie may cancel/terminate this contract .

**17.0 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.

**18.0 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.

**19.0 GOODS & SERVICES TAX**

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



**20.0 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.

**21.0 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 Balmer Lawrie should be attached with monthly bill.

**22.0 VALIDITY**

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

**23.0 PENALTY**

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

**24.0 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**

<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.	
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)	

**NOTES ON PRICE SCHEDULE**

- 1.0 Bidders must quote two fixed monthly rates in the Price Schedule along with extra KM and Hour failing which offer shall be considered as incomplete and rejected.
- 2.0 Details of the items under this Schedule shall be read in conjunction with this note and corresponding Specifications and other Tender Documents.
- 3.0 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
- 4.0 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.
- 5.0 The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- 6.0 All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.
- 7.0 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.
- 8.0 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.
- 9.0 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.
- 10.0 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 NO. : ROFS/2K19/02/ENQ/09

DATE : 21.08.2019

DUE ON : 02.09.2019 UPTO 16:00 HOURS

Sl. No	Particulars	Estimated Quantity	Unit	Rate (₹)	Amount (₹)
1.0	Monthly Hiring of Non-AC Car for Balmer Lawrie's work at Oil & Natural Gas Corporation Ltd., Uran Plant as scope mentioned in the NIT	XXXXXX	XXXX	XXXXXX	XXXXXXXXXX
1.1	Lump sum fixed monthly hiring charges for providing a car for 12 hours duty/day and 2200 KM/month	12	Month		
1.2	Lump sum fixed monthly hiring charges for providing a car for 17 hours duty/day and 4700 KM/month	24	Month		
2.0	Hourly rate beyond stipulated hours/day	936	Hour		
3.0	KM rate beyond stipulated KM/ Month	9360	KM		
4.0	<b>Total Basic Price</b>				
5.0	Goods & Services Tax		Percentage	5%	
6.0	<b>Grand total (Rupees in word :</b>				

- Notes : (i) Rates should be inclusive of all. No other charges will be paid.  
(ii) Toll Tax, if any will be payable at actuals.  
(iii) Extra KM and Hours beyond monthly fixed parameters shall be used as and when necessary as per operational requirements and not guaranteed.  
(iv) Monthly rate against 1.1 is applicable during single shift operation. Rate against 1.2 shall be applicable when three shift operations shall be carried out. Quantities mentioned above are estimated for the entire contract period of 36 months and may vary. However, rates will be firmed throughout the contract period.