

TENDER DOCUMENT

FOR

SUPPLY OF MANPOWER FOR MECHANISED CLEANING AND PROCESSING OF SLUDGE OF CRUDE TANKS AT INDIAN OIL CORPORATION LTD, BARAUNI REFINERY

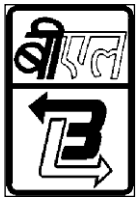
UNPRICED BID – PART – I

Tender No.: ROFS/2K19/04/ENQ/02

Tender Date: 27.11.2019

Due Date: 18.12.2019 UPTO 15:00 HOURS

Date & Time of Opening of Unpriced Bids: 18.12.2019 at 16:00 HOURS



Balmer Lawrie & Co. Ltd.

REFINERY & OILFIELD SERVICES

21, Netaji Subhas Road

Kolkata 700 001



Balmer Lawrie & Co. Ltd.
SBU : Refinery & Oil Field Services

INSTRUCTIONS TO BIDDER
TENDER NO. ROFS/2K19/04/ENQ/02 DUE ON 18.12.2019
FOR SUPPLY OF MANPOWER FOR MECHANISED CLEANING AND PROCESSING OF
SLUDGE OF CRUDE TANKS AT IOCL, BARAUNI REFINERY, BIHAR

1.0 PROCEDURE FOR BID SUBMISSION

The Tender Document comprises of two Bids viz Unpriced Bid – I and Priced Bid – II. The submission of offer can be made through e-bidding only as per following:

1.1 BID SUBMISSION

The bidders shall submit their response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedures and steps given below. The bidders would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids on line. The bidders shall submit offer comprising Notice Inviting Tender, pre-qualification documents, Vendors' Information, EMD details in the standard formats prescribed in the Tender documents displayed in e-Procurement web site. The bidders shall download all the above documents, upload the same along with scanned copies of all the relevant certificates, documents etc., duly stamped and signed, in support of their eligibility criteria/NIT in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same along with Unpriced Bid (Part-I) of the Tender Document, duly stamped and signed should be sent to the Tender Inviting Authority before the tender opening date along with EMD amount. Similarly, Priced Bid should be downloaded, filled up and uploaded in the specific online folder maintained at Balmer Lawrie's e-procurement site. No physical copy of the Priced Bid should be submitted by the vendors opting for e-bidding.

1.1.1 Registration with e Procurement platform

For registration and on line bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., Shri Tuhin Ghosh, Mobile No. 08981165071 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 Submission of Hard copies

After submission on-line bid, the bidders are requested to submit the demand draft towards EMD along and pre-qualification & documents which could not be uploaded due to its bulkiness to the Tender Inviting Authority on/before the due date of opening date under cover of Unpriced Bid, Part - I. These can be submitted either in person or through courier or by post. Under no circumstances, physical copy of Price Bid should accompany with these documents.

Balmer Lawrie shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false/fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgment from the Tender Inviting Authority as proof of submission of hard copies.

1.1.4 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum/ Corrigendum's issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform. No separate newspaper advertisement will be published for this. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

1.1.5 Bid Submission Acknowledgment

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

1.1.6 **Disclaimer Clause**

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of Internet or other connectivity problems or reasons thereof.

2.0 **BID SUBMISSION**

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

Fax/e-mail offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post. Offers not conforming to the above mentioned requirements are liable to be rejected.

Documents which could not be submitted by the bidders (except Price Bid) along with EMD as stipulated in the tender should reach the Bid Inviting Authority at the following address within the due date and time:

Head (ROFS)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001
Phone : (033) 22225706
e-mail id : biswas.s@balmerlawrie.com

1.3 **OPENING OF TENDER**

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

Online Priced Offers of qualified and eligible bidders will be opened on a separate working day within the business hours of 09.30 to 18.30 Hours.

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

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



Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services

NOTICE INVITING TENDER

ROFS/2K19/04/ENQ/02

Dated : 27.11.2019

Due Date : 18.12.2019 Upto 15:00 Hours
Date & Time of Opening : 18.12.2019 at 16:00 Hours

Balmer Lawrie & Co. Ltd. (BL) invites offers through e-bidding only for supply of manpower towards Mechanised Cleaning and Processing of Oily Sludge from Crude Oil Tanks through BLABO process at Indian Oil Corporation Ltd., Barauni Refinery, Begusarai in the State of Bihar.

The detailed scope of work and other terms & conditions are as under:

1.0 JOB DESCRIPTION

Supply of Manpower for BLABO Operation as per the following :

- (1) Skilled Labour working in 8 hour shift.
- (2) Unskilled Labour working in 8 hour shift
- (3) Electrician working in General shift but should be available during exigencies.
- (4) Rigger working in 8 hour shift
- (5) Supervisor working in General Shift.
- (6) Safety Supervisor on Monthly basis.

2.0 PRE-QUALIFICATION CRITERIA OF BIDDERS :

Bidders shall submit/upload copies of the following documents along with their bids:

- (i) Order/completion certificate in manpower supply or other manpower intensive job such as Civil/ Mechanical/ Maintenance work carried out in refineries/oil installations during the last 7 years ending last day of previous month.
- (ii) PF & ESI Registration Certificate
- (iii) PAN Card
- (iv) Goods & Services Tax (GST) Registration Certificate
- (v) "Affidavit on non-judicial stamp paper in case of proprietorship firm "Partnership Deed" in case of Partnership firm/"Memorandum and Articles of Association" in case of Limited Company.

3.0 SCOPE OF WORK

Various categories of manpower are required for Mechanised Cleaning and Processing of Sludge from 3 Nos. Crude Tanks to be handed over one after another. The Tanks will be mechanically cleaned and processed through operating our BLABO Tank Cleaning System within a span of 3 years. The tanks are expected to be handed over by IOCL in phased manner/one by one. Following are the categories of manpower required in various stages. Quantity shall vary from 6 to 9 per day.

Part – 1

During mobilization/inter tank shifting i.e., placement of the tank cleaning modules near the tank, lifting of materials on the tank roof, laying of inter-modular piping, blinding of nozzles, pre-commissioning activities etc. and any other job as instructed by our Site-in-charge.

Duration : 20 days approx (for each tank)

Category of Manpower to be deployed

- (1) Supervisor
- (2) Unskilled
- (3) Rigger
- (4) Electrician
- (5) Safety Supervisor

Part – 2

During demobilization i.e., dismantling of pipelines, cables, bringing down materials from the roof, stacking the materials properly in the containers, assisting the transporter in loading the modules/skids on to trucks/trailors cleaning of SS pipes, SNS, de-blinding any other job as instructed by our Site-in-charge etc.

Duration – 20 days approx

Category of Manpower requirement

- (1) Supervisor
- (2) Rigger
- (3) Unskilled
- (4) Electrician
- (5) Safety Supervisor

Part – 3

During operation i.e., daily work such as operation of valves, cleaning of filters, dechoking of pipelines etc. and any other job as instructed by our Site-in-charge. Workers will be deployed in shifts.

Duration : 70 days approximate (for each Tank)

Category of Manpower requirement

- (1) Rigger
- (2) Skilled
- (3) Unskilled
- (4) Electrician
- (5) Supervisor
- (6) Safety Supervisor

The strength of manpower to be deployed for the job mentioned against Parts 1,2 & 3 shall be decided by our Site-in-Charge and his decision will be final. The duration of each part will depend on the site conditions and may vary. In case of delay in handing over of 2nd and 3rd tanks by IOCL, no idling charges will be paid for manpower. Payment shall exclusively be made based on the actual strength of manpower deployed and the duration of employment as certified by our Site-in-charge.

3.1.1 Skill level Requirement of Manpower to be provided

The requirements described below are general in nature. This is not exhaustive / limiting but shall be considered as guidance only. The manpower provided shall have adequate expertise and familiarity with the nature of work. The site in-charge of Balmer Lawrie & Co. Ltd. (BL) shall be the deciding authority and if he so advises any / all personnel shall be replaced promptly without protest and without any extra compensation to his satisfaction.

Safety Supervisor

- (i) Qualified Safety Supervisor to be approved by EIC, IOCL with experience in Oil & Gas Industries and well versed with Safety Management System like OHSAS 18001.
- (ii) Should lead & ensure daily tool box talks are done.
- (iii) Ensure permit systems are rigorously followed (work at height/confined spaces/Haz waste management)
- (iv) Facilitate in making method statement & job safety analysis wherever required
- (v) Should lead in investigation to all near misses & accidents
- (vi) Ensure Safety Committee meeting with executives & workmen once in fortnight/month
- (vii) Ensure PPEs are adhered at all point of time.
- (viii) Thorough knowledge of the process and the safety aspects of each equipment.

- (ix) Ability to guide the workmen to undertake safety measures during our operation in line with rules and provisions of IOCL.
- (x) Ability to Co-ordinate with IOCL for obtaining clearances/permits in shifts during operation.
- (xi) Preparedness to attend in shifts in case of emergency.
- (xii) Ability to monitor/observe all the safety aspects.
- (xiii) To carry out tool box meeting every day, to prepare & record daily report covering safety aspect of activities carried out.
- (xiv) Knowledge in preparing report on safety measures adopted in line with IOCL guidelines as and when advised.

Skilled Person

The person shall have following attributes:

- (i) Familiarity with normal tools and tackles e.g., wrenches, spanners etc.
- (ii) Familiarity with pipeline materials e.g., pipes, valves, fittings, flanges, nuts and bolts, gaskets, welding electrodes etc.
- (iii) Expertise in assembly and Fit up of pipelines
- (iv) Expertise in erection and Fit up of Simple machines
- (v) Knowledge of maintenance & operation of valves.
- (vi) Basic knowledge of gas cutting and welding.

Unskilled Person

The person shall have following attributes:

- (i) Identification of industrial equipment e.g., pumps, compressors etc.
- (ii) Ability to work under the guidance of skilled personnel.

Electrician

The person shall have the following attributes:

- (i) Knowledge in panel wiring
- (ii) Ability to read and understand wiring diagrams
- (iii) Ability to lay, terminate and join cables
- (iv) Ability to use megger, tong tester and multimeter
- (v) Conversant with motor cabling and motor terminal box wiring
- (vi) Possess license for working in 440 V and 230 V line
- (vii) Basic knowledge of cable jointing compound

Rigger

The person shall have following attributes:

- (i) Shifting of equipment and placement on foundation
- (ii) Ability to lift pipes, equipment and erection of the same.

Supervisor

The person shall be able to carry out the following jobs :

- (i) Co-ordination with and direction to operating personnel engaged in BLABO plant operation for processing of oily sludge at IOCL, Barauni Refinery, Bihar as required,
- (ii) Obtaining all required permits/clearances from IOCL on daily basis for smooth operation,
- (iii) Co-ordination with IOCL authority, local agencies, police station, statutory bodies, if required, in connection with operation and uninterrupted running of the plant.
- (iv) Any other co-ordination job not specifically mentioned,
- (vi) Should be able to assist during actual operation of the plant in terms of sending samples to laboratory, co-ordination with production for getting diluent and pumping of recovered oil, getting the daily register signed by Production and any other department of Barauni Refinery, IOCL.

4.0 PLACE OF WORK

Indian Oil Corporation Ltd.

Barauni Refinery

P.O. – Barauni Oil Refinery, Bihar – 851 114

Contact Person : Shri Amit Kr. Mallick, Mobile No. 8617872401

5.0 CONTRACT TENURE & OTHER TERMS & CONDITIONS

- i) The contract will be valid for 3 years from the date of order. Since tanks will be handed over by IOCL in phased manner, no payment will be paid for the idle period in case of delay in handing over of 2nd and 3rd tanks. In Case of tanks not being handed over by IOCL, manpower for the same shall not be required and scope of contract may be reduced as per BL's requirement.
- ii) Bidders are specifically advised to visit the plant site inside the IOCL Barauni Refinery with prior appointment for assessing the requirement of the work in totality. It will be deemed that bidders have submitted their bid only after verification of the requirement of the work
- iii) Preparation of gate passes for men & material and continuous co-ordination with CISF/IOCL Authorities.
- iii) Supervisor is to be deputed for execution of the entire job.

- iv) The contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Mines Act 1952, Contract Labour (Abolition & Regulation) Act 1970, payment of Bonus Act, Gratuity Act, Factories Act and the Employees Provident Fund and Miscellaneous provisions Act 1952 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time. Compliance with all statutory norms viz. payment of Minimum Wages Act, Provident fund ESI, Workmen Compensation etc. and any workers benefit and/or revision in wages that may be enforced/ amended time to time by the statutory authorities are in the scope of the bidder. Execution of work shall be carried out complying with the norms prevalent in the area and as per the satisfaction of Balmer Lawrie.
- v) Providing safety articles like helmets, goggles, gumboots, safety shoes, gloves, soaps, waste cloth etc. for the workmen shall be in bidder's scope
- vi) Manpower to be provided with all normal tools and tackles e.g., wrenches & spanners (both ring and double ended) up to 36 mm size, 6" & 12" adjustable wrenches, 12" & 24" pipe wrenches, hacksaw frame and blades, screw drivers, testers etc.
- vii) Obtaining all requisite clearances from statutory authorities and/or IOCL including police verification from local Police Station, if any, shall be in bidder's scope
- viii) Compliance with all Safety & Environmental Regulations as per the requirement of specific job.
- ix) National Holidays & Local Political disruptions/strikes are not to be considered as working days. It should be noted that Sundays/ Holidays are to be considered as working days & no overtime shall be paid to the workmen. Shift timing will be guided as per local norms.
- x) The work shall have to be carried out in 8 hours shift duration, 7 days a week. Bidders should arrange to deploy sufficient manpower so that entire job is completed within the stipulated time.
- xi) All local issues should be taken care of by the bidder. Under no circumstance, Balmer Lawrie should be dragged into any such issues.
- xiii) Labour license, if required, shall have to be obtained by the bidder and statutory compliance shall be met by the bidder.
- xiv) The minimum wage rates including VDA are subject to change as per notification Govt. of India/IOCL Barauni Refinery.

- xv) Salary to Safety Supervisor shall be made on monthly basis and vendors should put their quote rates accordingly. His salary shall be fixed throughout the tenure of the contract. Sunday is holiday for him. Proportionate deduction shall be made for any absenteeism.
- xvi) The duration of the activities of mobilization, demobilization and operation and also the number of tanks to be cleaned may change depending on actual conditions and contract may be closed before the scheduled completion period.
- xvii) Contractor is advised to prevent pollution during any job carried out as required by the Environment Policy of Bihar Pollution Control Board (BPCB).
- (xviii) Contractor shall maintain Attendance Register & Wage Register for personnel engaged for plant operation.

6.0 SPLITTING OF JOB

The job is not splittable.

7.0 PAYMENT OF WAGES

The bidders should quote rates inclusive of all statutory payments such as PF, ESI, Workmen Compensation Insurance for working all days on 8 hour-shift basis, any hidden cost whatsoever, any other prevailing Govt. levies, PPE, tools & tackles as mentioned in tender.

In case of revision of minimum wages prescribed by Govt. of India or IOCL, the differential amount, along with PF, ESI and contractors' margin shall be paid to the contractor, based on suitable justification by the contractor along with a copy of Govt./IOCL circular. The Contractor's margin percentage shall remain fixed for the entire tenure of the contract.

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 of remittance along with Wage Register, PF & ESI challans should be submitted along with their RA Bill.

8.0 TAXES & DUTIES

Goods & Services Tax (GST), as applicable shall be paid extra, as per applicable rate.

Billing Address: 10, ABHISEK PLAZA
EXHIBITION ROAD
PATNA-800001
GSTIN: 10AABCB0984E1ZA

9.0 PAYMENT TERMS

Payment shall be released against monthly RA bills duly certified by our Site-in-charge after submission of all statutory documents.

All bills shall be accompanied with copies of the following:

- i) PF Challan with ECR copy
- ii) ESI Challan
- iii) Workmen Compensation Policy
- iv) Wage Register
- v) Attendance Register
- vi) Bank remittance for wages to workers' bank accounts

In absence of above, bills will not be accepted / processed.

Final bill shall be released after surrender of gate passes, obtaining all clearances from IOCL EIC and on successful completion of the job.

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), Bihar.

12.0 PROVIDENT FUND & ESI COVERATE

The provisions of the EPF & MP Act, 1952 and Rules/Scheme framed thereunder, shall be complied by the contractor for the contractor's 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 Site In-charge of Balmer Lawrie posted at IOCL, Barauni Refinery, Barauni, Begusarai.

Contractor shall also comply with the provisions of the ESI Act, and Rules framed there under 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.

In case ESI is not applicable in the area, insurance coverage should be taken for medical benefit of workmen. Medical insurance benefit coverage under WC Policy or separate Medclaim Policy can be taken in such case.

13.0 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 and also medical treatment of a worker and the same has to be produced to the Engineer-in-Charge before start of the work.

Balmer Lawrie & Co. Ltd. shall be mentioned as **Principal contractor** in the policy and work order No. of the order placed by BL shall be mentioned in the policy.

14.0 EARNEST MONEY DEPOSIT

An EMD of Rs. 24,000/- (Rupees Twenty Four Thousand only) through DD in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata and shall be submitted along with the offer. Bid submitted without EMD is liable to be rejected.

Bidders registered as Micro & Small Enterprises (MSEs) with valid **Udyog Aadhar Number** shall be exempted from submission of EMD.

15.0 SECURITY DEPOSIT

The successful bidder shall deposit within 15 days from the date of award Security Deposit @2% of contract value as interest free security deposit, by way of Demand Draft in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata or through bank guarantee in prescribed format from any scheduled bank valid for 3 (three) years from the date of issue.

16.0 PENALTY FOR NON-DEPLOYMENT OF MANPOWER

Time is the essence of the contract. If the bidder fails to provide manpower as specified during mobilization, demobilization and operation due to reasons attributable to the bidder, then penalty shall be levied per day of delay or part thereof @ 150% of per diem rate for each category.

17.0 VALIDITY OF BID

The bid shall be kept valid for **90 days** from due date. Validity shall be extended if so advised by BL.

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

- 18.1 MSEs must have a valid **Udyog Aadhar Number (UAN)** to avail the benefits/preference available vide Public Procurement Policy for MSEs
- 18.2 MSEs participating in the tender must submit UAN registration certificate along with their unpriced bid.
- 18.3 The successful bidder should ensure that the UAN is valid till the end of the contract period.
- 18.4. 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.
- 18.5. The MSEs with valid Udyog Aadhaar number are exempt from payment of Earnest Money Deposit (EMD).
- 18.6. 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	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

- 18.7 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.
- 18.8 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.

19.0 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.

20.0 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

21.0 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 . In such case, the Security Deposit of the contractor will be forfeited by BL.

22.0 RIGHT OF ACCEPTANCE/REJECTION

Mere issue of tender document, participation in e-procurement portal and submission of bids does not necessarily qualify for consideration of bids. Balmer Lawrie & Co. Ltd. reserves the right to accept or reject any tender without assigning any reason whatsoever.

23.0 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.

24.0 TENDER SUBMISSION

Offers should be submitted through online to our e-procurement portal <https://balmerlawrie.eproc.in> as per instruction laid down in 'Instructions to Bidder'. However, voluminous documents along with EMD amount are to be submitted to:

Head (ROFS)

SBU : Refinery Oil Field Services

Balmer Lawrie & Co. Ltd.

21, Netaji Subhas. Road, Kolkata – 700 001.

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

(A. Bandyopadhyay)

HEAD (ROFS)

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	GST Registration No.	
3.0	PAN No.	
5.0	PF Registration No. & Date	
6.0	ESI Registration No. & Date	
7.0	Is your company MSME Unit? If yes, please UAN and attach certificate	
8.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
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. (Attach Cancelled Cheque)	
9.7	Type of Account (Saving/Current)	