

TENDER DOCUMENT

FOR

**MANUAL CLEANING OF RESIDUAL SOLIDS FROM
CRUDE TANK AT IOCL, GUJARAT REFINERY, VADODARA**

UNPRICED BID – PART – I

Tender No.: ROFS/2K17/01/ENQ/11

Tender Date : 05.12.2019

Due Date : 16.12.2019 UPTO 16:00 HOURS

Date & Time of Opening of Unpriced Bids: 16.12.2019 at 17:00 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/2K17/01/ENQ/11 DUE ON 16.12.2019
FOR MANUAL CLEANING OF RESIDUAL SOLIDS FROM CRUDE TANK
AT IOCL, GUJARAT REFINERY, VADODARA

1.0 PROCEDURE FOR BID SUBMISSION

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

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 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 online. 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 (as applicable). A copy of Price Bid without any rates should also accompany with Unpriced Bid. Similarly, Priced Bid under Part – II should be downloaded, filled it 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.

1.1.1 Registration with e Procurement platform

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., Shri Tuhin Ghosh, Mobile No. 08981165071, Shri Ujjal Mitra, Mobile No. 07702669806 or Ritabrata Chakraborty, Mobile No. 8697910411 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 with original Affidavit 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.

1.2 Submission of Bid

EMD (if applicable) along with other voluminous documents which bidders unable to upload should reach the Bid Inviting Authority on or before the due date and time at the following address:

Head (ROFS)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001

1.3 OPENING OF TENDER

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

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

Tender No.	ROFS/2K17/01/ENQ/11
Date	05.12.2019
Tender Due Date	16.12.2019 Upto 16:00 Hours
Date & Time of Opening	16.12.2019 at 17:00 Hours

M/s Balmer Lawrie & Co. Ltd. invite offers from competent bidders through online mode as described in 'Instruction to Bidders' for **Cleaning of Residual Solids manually or, otherwise** from Crude Tank No. 901 in Gujarat Refinery of Indian Oil Corporation Ltd. (IOCL), Vadodara, Gujarat. The detailed scope of work and other terms & conditions are as under.

1.0 JOB DESCRIPTION

Manual Cleaning of residual solids from Crude Tank no. 901 at IOCL, Gujarat Refinery after mechanical cleaning by Balmer Lawrie and disposal of the residues to the designated dumping yard within a radius of 5KM as per direction of Engineering In-Charge of IOCL. The scope also includes cutting & disposal of coils, construction of pit in front of cleanout door of the tank for intermediate storage of solid sludge, blinding of all oil inlet & outlet nozzles (blinds will be provided by BL). The tank should be free of hydrocarbon/sludge through scraping of tank internals with further cleaning by low pressure water jet and prepare the tank ready to carry out internal inspection & hot work by making it free of hydrocarbon vapours.

The Tender may be accessed or downloaded from our website www.balmerlawrie.com or e-procurement site at <https://balmerlawrie.eproc.in>

2.0 DEFINITION

Following expressions hereunder and elsewhere in the tender document used shall have the following meanings hereunder respectively assigned to them except where the context otherwise requires:

- 2.1 The "Prime Contractor" shall mean M/s. Balmer Lawrie & Co. Ltd., a company incorporated in India and having its registered office at 21, Netaji Subhas Road, Kolkata – 700 001 and shall include its successors and assigns.

- 2.2 “Tenderer” or “Bidders” shall mean such parties who have been issued Tender Document by the Prime Contractor and those parties who have submitted these offers to the Prime Contractor in response to the Tender Document issued to them.
- 2.3 The “Contractor/Successful tenderer” shall mean the tenderer selected by the Prime Contractor for the performance of the work and shall include the successors and assigns of the Contractor.
- 2.4 The “Job” shall mean Cleaning of Residual Solids from Crude Tanks manually or by other approved means at IOCL – Gujarat Refinery.
- 2.5 The “Engineer-In-Charge” shall mean the Engineer/Agency authorized by the Prime Contractor for the purpose of the Contract for overall supervision and co-ordination of site activity and certification of billing.
- 2.6 “Site” mean all such land, waters and other places on, under, in or through which the works for the Project are to be performed under the Contract.
- 2.7 The “Site Engineer” shall mean the Engineer(s) for the time being deputed by the Engineer-In-Charge as Site Engineer for the work to be performed by the Contractor at any and/or all job sites and to co-ordinate all activities of all parties at site.
- 2.8. The “Work” and “Scope of Work” shall mean the totality of the work by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/or for incorporation in the work.
- 2.9 The “Works” shall mean the product(s) of the work and shall include all extras, additions, alterations or substitution as required for the purpose of the contract.
- 2.10 The “Works Contract” or “Contract” shall mean the totality of the agreements between the parties as derived from the Contract Documents for the entire work.
- 2.11 “Order” and “Instruction” shall respectively mean any written Order or Instruction given by the Engineer-In-Charge or, Site Engineer within the scope of their respective powers in terms of the Contract and shall include alteration/variation order to effect additions to or deletion from and/or alteration in the work detailed in the contract.
- 2.12 “Completion Certificate” shall mean the Certificate to be issued by the Engineer-In-Charge after the work has been completed to his satisfaction.
- 2.13 “Running Account Bill” shall mean a Bill for the payment of “On Account” to the Contractor. All running account payments shall be regarded merely as an advance payment against the amounts due to the contractor in terms of the contract.

3.0 PRE-QUALIFICATION CRITERIA OF BIDDERS

Bidders shall submit copies of the following documents along with Unpriced Part – I of their bids:

- i) Order/completion certificate for similar nature of job which shall be considered as tank sludge cleaning or skilled/unskilled manpower supply in operation/maintenance activities or manpower intensive civil/mechanical jobs during the last 7 (seven) year. Bidders registered with IOCL, Gujarat Refinery are eligible to participate in this tender, a proof of which must accompany with their offers.
- ii) PAN card
- i) Goods & Services Tax Registration Certificate
- ii) PF & ESI Registration/Undertaking to provide Workmen Compensation Policy including medical & accidental benefit to workers/employees if ESI facilities are not applicable
- iii) "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.

4.0 SCOPE OF WORK

- (A) Bidders are specifically advised to visit the site at the following address 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 and existing site conditions.
- (B) Preparation of gate passes for men & material entry and continuous co-ordination with CISF.
- (C) 2 Nos. temporary pit of size of 5m x 4m x 1m in front of cleanout doors should be constructed with 10" brick wall and PCC at the bottom. The walls should be plastered. No leakage from pits shall be allowed.
- (D) Bidder should clearly indicate in writing the procedure to be followed for cleaning. The procedure to be followed will generally involve opening tank shell manholes and clean out door, taking out the premeasured residues into the pit manually with proper tools & tackles for processing and then dumping the residues at the bio-remediation site/ disposal pit at a location designated by IOCL, Gujarat Refinery. Necessary tools & tackles for opening the clean out door and shell manholes should be provided by the contractor.
- (E) The scope involves cleaning and removal of leftover solids from the tank bottom, scraping of tank internals and transportation and dumping of solids to the yard within 5KM radius as per direction of IOCL's Engineering In-charge.

- (F) The Tank's bottom plate, bottom of the roof (inside the tank) and shell upto 2.1 m height from bottom plate to be thoroughly scrapped. Proper scrapping tools are to be arranged by the contractor and final cleaning by low pressure water wash of all Tank internal parts and prepare the tank for carrying out internal inspection and hot work inside the tank by making it free of Hydrocarbons.
- (G) Competent & qualified Supervisors are to be deputed for execution of entire job.
- (H) Execute the entire work including supply of entire workforce, material, equipment and other accessories required for the job.
- (I) Execution of work shall be carried out in compliance with the norms of IOCL as per the satisfaction of Balmer Lawrie & Co. Ltd.
- (J) It shall be the responsibility of the bidder to complete the entire scope to the satisfaction of IOCL authority within the stated timeframe.
- (K) Necessary lighting arrangement with flameproof fixtures with lamps and cable shall have to be provided by the bidders.
- (L) Dumping of residual solids from the tank/pit to a designated place to be decided by EIC of IOCL shall be carried out using suitable means.
- (M) Tractor with trolley, dumper, bucket and other tools, safety equipment, personal protective equipment as per requirement for all workers/personnel deployed, shall be arranged by the bidders during execution of the job.
- (N) No spillage of oily sludge from Trolley / dumper is allowed during transportation from tank site to the disposal pit. Any stoppage of work on this ground (due to spillage) will be on contractor's account and no extension of time will be granted for the loss of time.

The bidder should specify the manpower & equipment proposed to be deployed for the job in the format given as Annexures – I & II.
- (O) Bidder should take care of any other job required to clean the tanks and ready for subsequent repairing work.
- (P) The contract shall be valid for 6 months from the date of placement of order.

(Q) **Completion Time**

The following completion schedule to be maintained

- | | |
|--------------------------------------------------|---------|
| i) For solid volume up to 400 KL | 30 days |
| ii) For every additional solid volume upto 100KL | 7 days |

Time for construction of pits are not included in Completion Time for Manual Cleaning. An advance intimation with 7 days mobilization time would be given to the contractor.

- (R) Bidders interested to participate in this tender should visit IOCL, Gujarat Refinery, Vadodara site to understand the entire scope of work before quoting. Bidder must contact our site in-charge at the following address prior to their visit:

Shri Prodyot Kr. Chand, Mobile No. 966487359
Indian Oil Corporation Limited
P.O. – Jawaharnagar
Dist. – Vadodara
Gujarat – 391 320

5.0 EARNEST MONEY DEPOSIT

An EMD of Rs.11,000 (Rupees Eleven Thousand Five Hundred only) by demand draft 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. 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. 18.1 (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 and adjusted with the Security Deposit after placement of order.

6.0 SECURITY DEPOSIT

An amount @ 2% of the order value in the form of Bank Draft favouring `Balmer Lawrie & Co. Ltd., payable at Kolkata or Bank Guarantee valid throughout the contract period from any schedule bank shall be submitted by the successful bidder after adjustment of EMD amount towards security deposit (SD) within 15 days from the date of placement of order.

The SD shall be returned after successful completion of the project.

7.0 GENERAL NOTES

- (i) Providing safety articles like helmets, goggles, gumboots, safety shoes, gloves, masks, soaps, waste cloth etc. for contractor's workmen shall be in contractor's scope.
- (ii) Obtaining all requisite clearance from statutory authorities and/or, IOCL including police verification from local Police Station, if required for workmen's gate passes shall be in bidder's scope.
- (iii) Compliance with all Safety & Environmental Regulations as per Contractor's/ IOCL requirement.
- (iv) 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, if, IOCL issue permit to work & no overtime shall be paid to the workmen.
- (vi) The work shall have to be carried out in single - shift basis of 8 hours duration, 7-days a week. Work may be carried out for extended period subject to approval of EIC of IOCL. Contractor should arrange to deploy sufficient manpower to stick to the completion schedule as mentioned in Clause no. P of Scope of Work.
- (vii) All local issues should be taken care of by the contractor and Balmer Lawrie, under no circumstances, should be dragged into these.
- (viii) Labour license, if required, shall have to be obtained by the contractor and statutory compliance shall be met by the contractor.
- (ix) All sorts of co-ordination with CISF for obtaining shift-wise permits should be done by the contractor.

8.0 SPLITTING OF JOB

The job cannot be split.

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 VALIDITY OF BID

The bid shall be kept valid for 90 (Ninety) days from the due date. Validity shall be extended if so advised by Balmer Lawrie.

11.0 FIRMNESS OF RATES

The quoted rates will be firm till completion of work.

12.0 LIQUIDATED DAMAGES

Time is the essence of the contract. There will be a reduction in price @ ½% of the basic order value per week subject to a maximum of 10% of the basic value for delay in completion beyond the stipulated completion periods against quantities as mentioned in Clause no. Q of Scope of Work.

13.0 QUANTITY OF RESIDUE

The quantity of residue inside the tank in compacted form shall be jointly assessed by the contractor and Balmer Lawrie and removal of solids from the tank and transportation to designated place shall be completed as per Scope of Work from the date of handing over of the tank by Balmer Lawrie. The quantity arrived during the joint measurement shall be the final and no claim for excess quantity after handing over of tank will not be entertained.

14.0 BID EVALUATION CRITERIA

Balmer Lawrie & Co. Ltd. expects bidders to confirm compliance to tender terms & conditions, failing which the bids are liable to be rejected. Hence, all bidders in their own interest are advised to submit their bids in all respects confirming to all terms & conditions of the bid document. Successful bidder will be selected based on pre-qualification documents, acceptance of terms & conditions and overall L1 Status. Balmer Lawrie reserves the right to carry out price negotiation with the L1 bidder only if the quoted rates are found to be on the higher side.

15.0 PAYMENT TERMS

Payment shall be made against actual quantity cleaned and disposed of within the overall limit frozen during joint measurement at the time of handing over of the tank.

Monthly RA bills against completion of each slab, duly certified by our Engineer-in-charge should accompany with photocopy of PF & ESI Challans/Medical Insurance coverage in absence of ESI, Wage Register, Workman Compensation Policy etc. statutory documents without which the bill will not be accepted / processed for payment.

Final bill shall be released after surrendering of gate passes of workmen, submission of all clearances from all departments of IOCL and successful completion of work.

16.0 LEGAL JURISDICTION

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

17.0 LABOUR LAWS & REGULATIONS

It shall be the responsibility of contractor to obtain necessary labour license, if required from the Licensing Authority under the "Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules made there under and produce the same to the Engineer-in-Charge before start of the job. The contractor 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), Ahmedabad, Gujarat. Contractor has to execute an Undertaking on non-judicial stamp paper of Rs.500 through Notary public upon placement of order, a draft of which is enclosed as Annexure – III.

18.0 PROVIDENT FUND

The provisions of the EPF & MP Act, 1952 and Rules/Scheme framed thereunder, shall be complied with 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 Engineer-in-Charge duly signed. Upon failure by contractor to do so - BL will not process any Bill for payment.

19.0 ESI SCHEME

Contractor shall also comply with the provisions of the ESI Act, 1984 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 the event, ESI is not applicable, medical insurance coverage shall have to be taken by the contractor separately or under WC Policy.

20.0 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 there under upon death/disablement/medical treatment of a worker and the same has to be produced to the Engineer-in-Charge before commencement of the work. Balmer Lawrie & Co. Ltd. shall be declared as the Principal Contractor.

21.0 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

22.0 JURISDICTION

Notwithstanding anything contained in any other law, the courts in the city of Kolkata along shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the courts in the city of Kolkata only.

23.0 TERMINATION OF CONTRACT

In case of violation/breach of any agreed terms and conditions of contract and if the Contractors fails or neglects persistently to observe and perform all or any of the acts, deeds, matters or things by the contract to be observed and performed by the Contractor requiring the Owner to observe or perform the same, Balmer Lawrie may cancel/terminate this contract. In such case, the Security Deposit of the Contractor will be forfeited by Balmer Lawrie.

24.0 RIGHT OF ACCEPTANCE / REJECTION

Mere issuance of tender document 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 either in part or full without assigning any reason whatsoever. The bids of any tenderer may be rejected if a conflict of interest between the bidder and the company is detected at any stage.

25.0 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.

26.0 OPENING OF BIDS

Unpriced Bids – Part – I will be opened on the due date & time, as mentioned in Bid document or Corrigendum. Priced Bids of qualified bidders will be opened at a later date within the office hours between 9:30AM to 6.30 PM on working days.

27.0 TENDER SUBMISSION

Offers should be submitted through online bidding to Balmer Lawrie's e-procurement portal <https://balmerlawrie.eproc.in> as per the Instruction to Bidders. EMD and other required documents (except Priced Bid) should be sent to the Bid Inviting Authority as per the instruction laid down in 'Instructions to Bidder' :

Head (ROFS)

SBU : Refinery & Field Services
Balmer Lawrie & Co. Ltd.
21, Netaji Subhas. Road,
Kolkata – 700 001

In case of any clarification / confirmation, please contact Shri Snehasish Dutta, Sr. Manager (Operations) at

Tel : 033 2222 5624
Cell : 7604094499
e-mail : dutta.snehasish@balmerlawrie.com

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	Goods & Service Tax Registration No.	
3.0	PAN No.	
4.0	Is your company MSME Unit? If yes, please provide details and attach valid certificate	
5.0	Is/are Proprietor/s belong to SC/ST category? If any, provide details	
6.0	Name of Bank	
6.1	Branch	
6.2	Branch Code	
6.3	Full Address of the Banker	
6.4	IFSC Code	
6.5	MICR Code	
6.6	Account No.	
6.7	Type of Account (Saving/Current)	

ANNEXURE – I**INFORMATION REGARDING MANPOWER WHICH THE TENDERER
PROPOSES TO DEPLOY FOR THIS WORK**

Sl. No.	Category of Manpower	Number	Period of Deployment
1.0	Supervisor		
2.0	Skilled		
3.0	Unskilled		
4.0	Electrician		
5.0	Total Number of Manpower		

ANNEXURE – II**INFORMATION REGARDING EQUIPMENT WHICH THE TENDERER
PROPOSES TO USE FOR THIS WORK**

Sl. No.	Description	No.	Make	Capacity	Owner	Period of retention at site.
1.0						
2.0						
3.0						
4.0						
5.0						
6.0						
7.0						
8.0						
9.0						
10.0						

ANNEXURE- III

Dated: -----

**AN UNDERTAKING BY MAIN CONTRACTOR WRT SUB-CONTRACTOR
ENGAGEMENT FOR COMPLIANCE OF ALL LAWS, AS APPLICABLE**

REF: WORK ORDER NO. _____ DATED _____

I _____ S/O _____
(Proprietor/Partner/Director of M/s _____ being contractor of
M/S Indian Oil Corporation Limited, unit Gujarat Refinery, PO: Jawaharnagar, Vadodara-391320, do
hereby declare and undertake as under with regard to engagement of the Sub-contractor
M/s _____ against the aforesaid work order:

1. That in the capacity of independent Contractor of M/S Indian Oil Corporation, I shall ensure compliance with the provisions of all applicable Statutory Provisions and all other applicable labour laws for the engagement of Contract Labours. That I shall ensure payment of wages for each month at rates not less than the minimum rates as applicable, to all my employees as well as Sub-Contractor employees and shall duly ensure that no other dues remain un-paid to any employee as well as Sub-Contractor employees engaged against the aforesaid work order.
2. That I shall ensure coverage of all the eligible employees as well as sub-contractor employees under Employees' Provident Funds & Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948/ Employees' Compensation Act, 1923 and shall duly deposit the contributions for the full period of the aforesaid work order for all my employees as well as sub-contractor employees and as such no amount towards contributions whatsoever shall remain un-paid towards all statutory dues, as applicable. Appropriate Insurance Cover shall be obtained for all such employees as well as sub-contractor employees engaged under my Contract (including uncovered) under EDLI Scheme or any other scheme as notified by the appropriate government from time to time.
3. If any violation or noncompliance is discovered at a later date, I shall be answerable to the authorities, courts for such violations and non-compliance and the Principal Employer shall not be responsible or liable for such violations and non-compliances in any manner whatsoever. I hereby fully agree to indemnify the Principal Employer from associated losses, costs and risks suffered by it in the event of any violations and non-compliances on my part as well as on the part of the Sub-Contractor.

SIGNATURE WITH SEAL

NAME _____

DESIGNATION _____

CONTACT NO. _____

Note: Duly notarized undertaking to be obtained on Rs.500 stamp Paper from Main Contractor at the time of Sub-Contractor approval by the Principal Employer/HOD/Engineer-in-Charge

NOTES ON PRICE SCHEDULE

- 1.0 Details of the items under this Schedule shall be read in conjunction with this note and corresponding Specifications and Tender Document.
- 2.0 The work shall be carried out as per the scope of work and the description of the items in this Schedule and/or Engineer's instructions
- 3.0 The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- 4.0 The tenderer should quote for all items in the Schedule of Rates. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the 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 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 annexures / 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.
- 10.0 Out of 3 slabs of quantities, 400KL is guaranteed. Balance quantities are variable and not guaranteed.
- 11.0 The above rates should be inclusive of all statutory payments such as PF, ESI, and Insurance towards workmen compensation for working all days on single shift basis (8 hours duration), any other prevailing Govt. levies, PPE, tools & tackles and any other cost as mentioned in the tender



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

Serial No.	Description	Unit	Qty.	Rate/KL (₹)	Amount (₹)
1.0	Manual cleaning of leftover solids from Crude Tank No. 901, scraping of tank internals and dumping of residual solids in designated place within a radius of 5 KM at IOCL, Gujarat Refinery, Vadodara including construction of 2 Nos. Pit, blinding of all oil inlet & outlet nozzles (blind will be provided by BL) and make the tank hydrocarbon free and ready for hot work as per Scope of Work and specific requirement of the tender.				
1.1	For Solid volume upto 400 KL	KL	400	Lumpsum	
1.2	For solid volume from 401 to 700 KL	KL	400		
1.3	For solid volume above 700 KL	KL	200		
2.0	Cutting and removing of steam coils inside 56 dia tank and disposal/stacking at a designated place as per directive of Engineering In-charges of IOCL, Gujarat Refinery				
3.0	Basic Price				
4.0	Goods & Services Tax			@ 18%	
5.0	Total Price				

- Note :** i) Out of 3 slabs of quantities, 400 are guarantee. Balance quantities are variable and not guaranteed. Steam coil cutting as mentioned in Sl. No. 2.0 is subject to approval by IOCL authority.
- ii) The above rates should be inclusive of all statutory payments such as PF, ESI, and Insurance towards workmen compensation for working all days on single shift basis (8 hours duration), any other prevailing Govt. levies, PPE, tools & tackles and any other cost as mentioned in the tender