

TENDER DOCUMENT

FOR

**SUPPLY OF MANPOWER FOR RECOVERY OF HYDROCARBON FROM
THE TANK BOTTOM SLUDGE AND MECHANISED CLEANING OF SLUDGE
IN CRUDE OIL STORAGE TANK (T-111)**

AT

INDIAN OIL CORPORATION LTD., HALDIA REFINERY

UNPRICED BID : PART – I

Tender No.: ROFS/2K20/02/ENQ/03

Tender Date : 04.06.2020

Due Date : 24.06.2020 Upto 16:00 Hours

**Date & Time of Opening of Unpriced Bid: 24.06.2020 at 17:00
Hours**

Balmer Lawrie & Co. Ltd.



**REFINERY & OILFIELD SERVICES
21, Netaji Subhas Road
Kolkata 700 001**



INSTRUCTIONS TO BIDDER

TENDER NO. ROFS/2K20/02/ENQ/03 DUE ON 24.06.2020

FOR SUPPLY OF MANPOWER FOR MECHANISED CLEANING OF TANK AT IOCL, HALDIA REFINERY

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. No physical bid will be accepted.

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 Unpriced Bid comprising Notice Inviting Tender, pre-qualification documents, Vendors' Information, EMD details etc. 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. A blank Price Bid (Part- II), duly stamped and signed shall have to be uploaded with Unpriced Offer. 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. MSE bidders registered with MSME portal, shall upload/submit Udyog Aadhaar Registration along with their bid for EMD exemption. Similarly, Priced Bid (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 and register themselves on line by logging in to the website <https://balmerlawrie.eproc.in>

Contact Person	Location	e-mail ID	Contact No.	Opening of Helpdesk
Mr. Tirtha Das	Kolkata	tirtha.das@c1india.com	9163254290	Monday to Friday
Mr. Ch. Mani Sankar	Chennai	chikkavarapu.manisankar@c1india.com	6374241783	Monday to Friday
Ms. Ritu Patil	Mumbai	ritu.patil@c1india.com	0124-4302000 (Ex-236)	Monday to Friday
Helpdesk Support	Kolkata	blsupport@c1india.com	8017272644	Saturday

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
Contact : (033) 22225 706/9433092888
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

Tender No.	ROFS/2K20/02/ENQ/03
Date	04.06.2020
Tender Due Date	24.06.2020 Upto 16:00 Hours
Date & Time of Opening	24.06.2020 at 17:00 Hours

Balmer Lawrie & Co. Ltd. (BL) invites offers through online mode under two bid system from experienced vendors for supply of various categories of manpower towards Recovery of Hydrocarbon from the tank bottom sludge and Mechanised Cleaning of Sludge in Crude Oil Storage Tank (T-111) at Indian Oil Corporation Ltd. (IOCL), Haldia Refinery. 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 shifts.
- (2) Unskilled Labour working in 8 hour shift
- (3) Electrician working in General shifts but should be available at our beck and call.
- (4) Rigger working in 8 hour shifts
- (5) Supervisor working in General Shift.

2.0 PRE-QUALIFICATION CRITERIA OF BIDDERS:

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

- (i) Bidder should have experience in working as contractor/sub-contractor inside IOCL, Haldia Refinery. A copy of order/completion certificate from IOCL or principal contractor must be enclosed along with the Unpriced offer as proof.
- (ii) Order/completion certificate in manpower supply or other manpower intensive work such as Civil/ Mechanical/Maintenance work carried out in refineries/oil installations during the last 7 years ending last day of previous month.
- (iii) PF & ESI Registration Certificate
- (iv) PAN Card
- (v) Goods & Services Tax (GST) Registration Certificate
- (vi) "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 4 to 5 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 30 months from the date of order. 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 11 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 : 30 days approx.

Category of Manpower to be deployed

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

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 –15 days approx.

Category of Manpower requirement

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

Part – 3

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

Duration : 240 days approx.

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 sludge quantity in tank and may vary. However, payment shall be made based on the actual strength of manpower deployed and the duration of employment as certified by our Site-in-charge.

3.1 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.

3.1.1 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.

3.1.2 Skilled Person

The person shall have following attributes:

- (i) Familiarity with normal tools and tackles e.g., wrench, 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.

3.1.3 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.

3.1.4 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

3.1.5 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.

3.1.6 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, Haldia Refinery, 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.
- (vii) 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 IOCL Haldia Refinery.

4.0 PLACE OF WORK

Indian Oil Corporation Limited
Haldia Refinery
P.O. – Haldia Oil Refinery
Dist – Purba Medinipur, West Bengal – 721 606
Contact Person : Shri Aloke Ranjan Das, Mobile No. 9433124579

5.0 CONTRACT TENURE & OTHER TERMS & CONDITIONS

- i) The contract will be valid for 12 months from the date of order.
- ii) Bidders are specifically advised to visit the plant site inside the IOCL Haldia 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 and included in the quoted rates. 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 multiple shift of 8 hours duration, 7 days a week. However, no. of shifts and its timing shall be guided by IOCL authority. 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 rates quoted should be firm and there should be no variation in the rates quoted during the tenure of the contract.

- xv) The duration of the activities of mobilization, demobilization and operation may change depending on actual conditions and contract may be closed before the scheduled completion period. Rates should remain firm till the complete processing job.
- xvi) Contractor is advised to prevent pollution during any job carried out as required by the Environment Policy of West Bengal Pollution Control Board (WBPCB).
- (xvii) Contractor shall maintain Attendance Register & Wage Register for personnel engaged for plant operation.
- (xviii) Successful bidder shall execute an Indemnity Bond on Rs.100 stamp paper immediately upon receipt of order as per the standard format enclosed with this tender as Annexure – I.

6.0 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.

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 challans should be submitted along with their RA Bill.

7.0 GOODS & SERVICES TAX (GST)

GST, as applicable for manpower will be extra as per statute. The current rate is 18%.

The Billing address for the contract shall be as follows:

Balmer Lawrie & Co. Ltd.
21, Netaji Subhas Road
Kolkata – 700001, West Bengal
GSTIN: 19AABCB0984E1ZS

8.0 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 photo copies of the following:

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

Monthly RA bills should be submitted in the following month. In absence of above documents, bills will not be accepted / processed.

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

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), Kolkata, West Bengal.

11.0 PROVIDENT FUND

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, Haldia Refinery.

12.0 INSURANCE COVER FOR WORKMEN/MEDICAL BENEFIT INSURANCE

Contractor shall obtain Workmen Compensation policy in his name 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 declaring Balmer Lawrie & Co. Ltd, as principal contractor and the same has to be produced to the Engineer-in-Charge before start of the work.

13.0 EARNEST MONEY DEPOSIT

An EMD of Rs.17,000/- (Rupees Seventeen Thousand only) in the form of demand draft in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata and shall be submitted to the Bid Inviting Authority on or before the due date of the tender. Online 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. Udyog Aadhaar Registration from MSME portal). The MSE registration shall be valid as on date of placement of order.

EMD of the successful bidder shall be retained with us and adjusted with the Security Deposit after placement of order.

14.0 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.

15.0 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.

16.0 VALIDITY OF BID

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

17.0 CONTRACT PERIOD

12 (Twelve) months from the date of order.

18.0 SPLITTING OF JOB : The job is not splittable.

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

- 19.1 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 Balmer Lawrie (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME
- 19.2 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.
- 19.3 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.
- 19.4. 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.
- 19.5. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).
- 19.6. 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

- 19.7 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.
- 19.8 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.
- 19.9 To avail the price preference in this tender, the bidder has to submit MSE certificate issued from MSME Udyog Aadhaar.

20.0 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.

21.0 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

22.0 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.

23.0 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.

24.0 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.

25.0 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 alongwith other voluminous documents which bidders are unable to upload should be sent to the Bid Inviting Authority as per the instruction laid down in 'Instructions to Bidder' on or before the due date and time at the following address:

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

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

(**A. Bandyopadhyay**)
HEAD (ROFS)

ANNEXURE - I

INDEMNITY BOND

Whereas the Balmer Lawrie & Co. Ltd., (hereinafter called Balmer Lawrie) has awarded the work order No. Dated. to M/s or Sri (hereinafter called the Contractor).

Now, M/s or Sri represented by the authorized signatory, Sri..... hereby jointly and severally agree and undertake from time to time and at all times hereafter agree to indemnify the Balmer Lawrie, its officers, workmen, servants, agents, etc and keep the Balmer Lawrie and its officers, workmen, servants, agents, etc. indemnified from and against all claims, actions, demands, liabilities, expenses, interest, etc. whatsoever which the Balmer Lawrie and its officers, workmen, servants, agents, etc may suffer and/or incur by reason of any claims, actions, demands, liabilities, expenses, interest, etc arising out of Workmen's Compensation Act, Fatal Accident Act, Public Liability Act, Motor Vehicles Act, Contract Labour (Abolition & Regulation) Act, Employees Provident Fund Act, or any statutory act in force and including any personal and third party claims; and it is further agreed that the term Contractor shall include any approved sub-contractor or any other agent of the contractor.

In witness whereof, the contractor signs this Indemnity Bond on this day of.....

Contractor

Witness

- 1.
- 2.

ANNEXURE – II**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 Certificate	
3.0	PAN No.	
4.0	PF Registration No. & Date	
5.0	ESI Registration No. & Date	
6.0	Is your company MSME Unit? If yes, please provide details and attach valid certificate	
7.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
8.0	Name of Bank	
8.1	Branch	
8.2	Branch Code	
8.3	Full Address of the Banker	
8.4	IFSC Code	
8.5	MICR Code	
8.6	Account No.	
8.7	Type of Account (Saving/Current)	

TENDER DOCUMENT

FOR

**SUPPLY OF MANPOWER FOR RECOVERY OF HYDROCARBON FROM
THE TANK BOTTOM SLUDGE AND MECHANISED CLEANING OF SLUDGE
IN CRUDE OIL STORAGE TANK (T-111)**

AT

INDIAN OIL CORPORATION LTD., HALDIA REFINERY

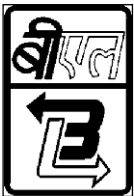
PRICED BID : PART – II

Tender No.: ROFS/2K20/02/ENQ/03

Tender Date : 04.06.2020

Due Date : 24.06.2020 Upto 16:00 Hours

Balmer Lawrie & Co. Ltd.



**REFINERY & OILFIELD SERVICES
21, Netaji Subhas Road
Kolkata 700 001**

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 approved drawings, 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 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.
- 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 BID – II

Tender no. : ROFS/2K20/02/ENQ/03
 Dated : 04.06.2020
 Due Date : 24.06.2020 UPTO 16:00 HOURS

1.0 DAILY WAGES OF LABOURER

Sl. No.	Minimum Wages & other components	UNSKILLED Rate (₹) per day of 8 hours shift	SUPERVISOR Rate (₹) per day of 8 hours shift	SKILLED/RIGGER/ELECTRICIAN Rate (₹) per day of 8 hours shift
(i)	Basic Minimum Wages	420.00	492.00	593.00
(ii)	Provident Fund (with EDLI) @ 13.16%	55.27	64.75	78.04
(iii)	Employees State Insurance/Medical Insurance (in case ESI not applicable) @ 3.25%	13.65	15.99	19.27
(iv)	Workmen Compensation Policy, PPE and other statutory & non-statutory allowances as application at IOCL, Haldia Refinery	DO NOT QUOTE HERE		
(v)	Total Wages (Sl. No. i to iv)			
(vi)	Contractor's margin in percentage on Sl. No. (v)			
(vii)	Total Including Margin (total of v + vi)			

2.0 MONTHLY REMUNERATION

Serial No.	Category	Rate (₹)per month (in Words & Figures) (Normal upto 8 hours/day)
(i)	Safety Supervisor	DO NOT QUOTE HERE

Special Notes :

- (i) Basic Wages, PF and ESI/Medical Insurance percentage rates are pre-filled and cannot be changed by the bidders. Bidders should mention lump sum rate in Column Sr. No. (iv) under Sl. No. 1.0 and percentage (%) of Contractor's margin on total wage (ref. sl. no.v.) in Sl. No. (vi).
- (ii) Applicable GST charges shall be paid as extra.
- (iii) The above rates for working all days on 8 hour-shift basis and inclusive of probable expenses for taking care of local issues, any hidden cost whatsoever, any other prevailing Govt. levies.
- (iv) While Supervisor is considered as `Semi-Skilled', Rigger and Electrician are considered as `Skilled' labour.
- (v) The minimum wages mentioned above is as per Notification No. 1/VDA(3)/2020-LS-II dated 08.05.2020 issued by Ministry of Labour & Employment, Gov. of India and subject to revision. In the event of any statutory revision in minimum rate of wages per day through notification by Govt. of India/State Government or Circular issued by IOCL Haldia Refinery in respect of implementation of minimum wage to contractor's labourer, the differential amount along with incremental payment on PF & ESI will be reimbursable to/deductible from the contractor's bill. Other components shall remain unchanged. The Contractor's % of profit margin will remain same and paid on the revised wages. Bidders can claim the such revision with proof of Notification.
- (vi) Bidder should quote monthly remuneration against Safety Supervisor under Sl. No. 2.0 (i). No. of such Safety Supervisor shall be one per shift and shall be decided as per our site requirement. The monthly remuneration shall be paid at actuals based on attendance (except Sundays & Holidays). No increase shall be allowed during the tenure of the contract.