

TENDER DOCUMENT
FOR
MANUAL CLEANING OF RESIDUAL SOLIDS FROM CRUDE TANKS
NO. 601-B & 202-B AT
ONGC URAN
NAVI MUMBAI, MAHARASHTRA

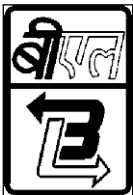
UNPRICED BID – PART – I

Tender No.: ROFS/2K19/02/ENQ/26

Tender Date : 23.02.2021

Due Date & Time : 05.03.2021 UPTO 15:00 HOURS

Date & Time of Opening of Unpriced Bids: 05.03.2021 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**
INSTRUCTION TO BIDDERS**TENDER NO. ROFS/2K19/02/ENQ/26 DUE ON 05.03.2021 Upto 15:00 Hours****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 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 on line. The bidders shall submit offer comprising Notice Inviting Tender, pre-qualification documents, Vendors' Information, Annexures, 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 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 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, Shri Tirtha Das Mobile No. +91-9163254290 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 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 shall be published on this account. 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 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.
SBU : Refinery & Oil Field Services

NOTICE INVITING TENDER

ROFS/2K19/02/ENQ/26

23rd Feb, 2021

Due Date & Time : 05.03.2021 Upto : 15:00 Hours

Due Date & Time of Opening : 05.03.2021 at: 16:00 Hours

M/s Balmer Lawrie & Co. Ltd. invites experienced and resourceful vendors to participate in this **Tender** through online bidding only as described in 'Instruction to Bidders' for **Cleaning of Residual Solids manually or, otherwise** from Crude Tanks No. 601-B and 202-B at Uran Plant of ONGC in Navi Mumbai, Maharashtra. The detailed scope of work and other terms & conditions are as under.

1.0 JOB DESCRIPTION

Cleaning of residual solids from Crude Tanks no. 601-B and 202-B (79 m Diameter) at ONGC Uran Plant, after mechanical cleaning by Balmer Lawrie by BLABO process and disposal of the residues to designated site within a radius of 5 KM inside the ONGC premises as per direction of Engineering In-Charge. The scope also includes construction of pits, blinding of all oil inlet & outlet nozzles (blinds will be provided by BL), removing & storing of foam seal, cutting of steam coils inside the tanks and its disposal. Tanks 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 vapour.

The Tender may be accessed or downloaded by registered vendors, from our 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 No. 601-B and 202-B manually or by other approved means at ONGC Uran Plant.
- 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 “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 for Manual Cleaning/ other manpower intensive jobs inside ONGC Uran Plant/any other oil refinery /oil installation within Mumbai region during the last 7 years (to be reckoned from the due date of tender).
- ii) PAN card
- iii) GST Registration certificate
- iv) PF & ESI 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.

4.0 BID EVALUATION CRITERIA

Balmer Lawrie & Co. Ltd. expects bidders to confirm compliance to tender terms & conditions, failing which the bidders 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. Non-submission of pre-qualification documents, duly stamped and signed along with EMD will be considered as incomplete bid and may be rejected without further information to the bidder. Bids shall be evaluated based on the information/documents available in the bid. Hence, bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their offers in the first instance itself. Bids not complying to requirements of Bid documents may be rejected without any further opportunity. Successful bidder will be selected based on pre-qualification documents, acceptance of terms & conditions and overall L1 Status. Rates quoted against each slab of residual solid will be applicable for T-601-B and 202-B and overall L1 status shall be decided based on the estimated quantity of sludge residue for the contract.

5.0 SCOPE OF WORK

- i) Bidders are specifically advised to visit the site 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.
- ii) Preparation of gate passes for men & material entry and continuous co-ordination with CISF.
- iii) 2 Nos. temporary pits of size of 5m x 4m x 1m in front of cleanout doors for each tank should be constructed with PCC at the bottom. The walls should be plastered. No leakage from pits shall be allowed.

- iv) 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 ONGC Uran. Necessary tools & tackles for opening the clean out door and shell manholes should be provided by the contractor.
- v) The scope involves cleaning and removal of left-over 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 ONGC's Engineer In-charge. The Tank Dyke area should be made free of any spillage and area dressing, if required shall be in the scope of the bidder.
- vi) 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.
- vii) Competent & qualified Supervisors are to be deputed for execution of entire job.
- viii) Execute the entire work including supply of entire workforce, material, equipment and other accessories required for the job.
- ix) Execution of work shall be carried out in compliance with the norms of ONGC as per the satisfaction of Balmer Lawrie & Co. Ltd.
- x) It shall be the responsibility of the bidder to complete the entire scope to the satisfaction of ONGC authority within the stated timeframe.
- xi) Necessary lighting arrangement with flameproof fixtures with lamps and cable shall have to be provided by the bidders.
- xii) Dumping of residual solids from the tank/pit to a designated place to be decided by EIC of ONGC shall be carried out using suitable means.
- xiii) 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.
- xiv) 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.
- xv) The bidder should specify the manpower & equipment proposed to be deployed for the job in the format given as Annexures – I & II.
- xvi) Bidder should take care of any other job required to clean the tanks and make it ready for subsequent repairing work.

xvii) Completion Time :

The tanks shall be handed over sequentially after completion of mechanized cleaning by Balmer Lawrie within contract duration of 18 Months. There shall be a time gap between handover of 2 tanks, depending on site conditions and no additional charges shall be payable for the same.

The following completion schedule to be maintained for each tank

- | | |
|---|---------|
| a) For solid volume up to 500 KL | 25 days |
| b) For every additional solid volume upto 250KL | 7 days |

- xviii) Bidders interested to participate in this tender should visit ONGC Uran 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 P K Chand, Mobile No. 9664871359
 Balmer Lawrie & Co. Ltd
C/o. ONGC Uran Plant.
Uran, Navi Mumbai, Maharashtra - 400702

6.0 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, ONGC 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/ ONGC 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, ONGC issues permit to work & no overtime shall be payable.
- v) 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 ONGC. Contractor should arrange to deploy sufficient manpower to stick to the completion schedule as mentioned in Clause no. xvii of Scope of Work.
- vi) All local issues should be taken care of by the contractor and Balmer Lawrie, under no circumstances, should be dragged into these.
- vii) Labour license, if required, shall have to be obtained by the contractor and statutory compliance shall be met by the contractor.
- viii) All sorts of co ordination with CISF for obtaining shift-wise permits should be done by the contractor.

7.0 FIRMNESS OF RATES

Rates quoted by the bidder shall be firm for the entire duration of the contract. Irrespective of the time of handover of tank or any variation in volume of sludge residue.

8.0 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 tank.

Payment shall be released against monthly RA bills duly certified by our Engineer-in-charge. Bill should be accompanied with Xerox copies of PF & ESI Challans, Wage Register, Workman Compensation Policy etc. without which the bill will not be accepted / processed for payment.

Final bill for each tank shall (In case of time gap between 2 tanks) be released after surrendering of gate passes of workmen, after submission of all clearances from all departments of ONGC.

9.0 EMD / SECURITY DEPOSIT

Bidders shall submit EMD in the form of a Bank Draft of Rs. 41,000/- (Rupees Forty Four Thousand only) executed by any Scheduled Bank, drawn in favour of M/s. Balmer Lawrie & Co. Ltd. payable at Kolkata.

Bidders may submit Bid Security Declaration as per Annexure III, in lieu of EMD amount, accepting that they may be suspended from participating in any tender issued by Balmer Lawrie & Co. Ltd. in case of withdrawal/modification of the bid within bid validity period or failure to execute the contract as per tender terms.

Micro and Small Enterprises with valid Udyog Aadhar Number shall be exempt from payment of EMD. Requisite registration certificate shall be enclosed as part of the unpriced bid to claim EMD exemption as MSE.

The successful Bidder shall be required to submit a security deposit of 2% of estimated basic contract value, by DD in favour of Balmer Lawrie & Co. Ltd. Payable at Kolkata, within 14 days of placement of work order. Security Deposit amount of successful bidder would be forfeited in the event of failure to execute the job as per the tender terms after award of contract.

10.0 VALIDITY OF BID

The bid shall be kept valid for 120 (One Hundred Twenty) days from due date. Validity shall be extended if so advised by BL.

11.0 LIQUIDATED DAMAGES

Time is the essence of the contract. There will be a reduction in price @ 1% of the basic order value for each tank, per week subject to a maximum of 5% of the basic order value for delay in completion beyond the stipulated completion periods against quantities as mentioned in Clause no. xviii of Scope of Work.

12.0 QUANTITY OF RESIDUE

The quantity of residue inside each 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 within stipulated time schedule 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.

13.0 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.

14.0 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), Maharashtra.

15.0 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.

16.0 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 Case of non applicability of ESI, Workmen Compensation policy with medical benefit is to be obtained for workers.

17.0 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.

18.0 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.

19.0 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.

20.0 SPLITTING OF JOB

The job cannot be split.

21.0 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.

22.0 CONFLICT OF INTEREST AND RIGHT OF ACCEPTANCE / REJECTION

The bids of any tenderer may be rejected if a conflict of interest between the bidder and the company is detected at any stage.

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.

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

- 23.1 MSEs must have a valid **Udyog Aadhar Number (UAN)** to avail the benefits/preference available vide Public Procurement Policy for MSEs
- 23.2 MSEs participating in the tender must submit UAN registration certificate along with their unpriced bid.
- 23.3 The successful bidder should ensure that the UAN is valid till the end of the contract period.
- 23.4. The MSEs who have applied for registration or renewal of registration but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 23.5. The MSEs with valid Udyog Aadhaar number are exempt from payment of Earnest Money Deposit (EMD).
- 23.6. 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 L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

- 23.7 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.

23.8 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.

24.0 OPENING OF BIDS

Unpriced Bids – Part – I will be opened on the due date & time, as mentioned in Bid document. No separate intimation in this regard will be given. Accordingly, all bidders are advised to attend the opening of the Unpriced Bids at the aforesaid time and date at the undernoted address. However, Priced Bids of successful bidders will be opened at a later date.

25.0 TENDER SUBMISSION

Offers should be submitted in online form to our e-procurement portal <https://balmerlawrie.eproc.in> after downloading the tender document.

EMD, and other voluminous documents shall be sent in physical form, to the following tender inviting authority:

Head (ROFS)

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.	
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 TENDERDER
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 TENDERDER
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**Bid Security Declaration**

Date: _____

Tender No. _____

To Balmer Lawrie & Co. Ltd.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **one year** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We a) have withdrawn/modified my/our Bid during the period of bid validity specified in tender document or b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, fail or reuse to execute the contract, as per tender terms.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ in the capacity of _____

Bidders Name: _____

Date: _____

Corporate Seal:

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

INTEGRITY PACT

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

_____, hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - B.**

Section 4: Compensation for Damages

- a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (i) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Note : *(The periods may be extended to suit the individual unit's requirements)*

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

Section 10 - Other provisions

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

