

TENDER DOCUMENT

FOR

OPERATIONAL ASSISTANCE FOR OILY SLUDGE PROCESSING AT

IOCL, BARAUNI REFINERY

UNPRICED BID – PART – I

Tender No.: ROFS/2K18/06/ENQ/03

Tender Date: 07.04.2021

Due Date : 16.04.2021 UPTO 16:00 HOURS

Date & Time of Opening of Unpriced Bids: 16.04.2021 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/2K18/06/ENQ/03 DUE ON 16.04.2021

OPERATIONAL ASSISTANCE FOR OILY SLUDGE PROCESSING AT IOCL, BARAUNI REFINERY

1.0 PROCEDURE FOR BID SUBMISSION

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

1.1 BID SUBMISSION

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

1.1.1 Registration with e Procurement platform

For registration and on line bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., Shri Tuhin Ghosh, Mobile No. 08981165071 or Shri Ujjal Mitra, Mobile No. 07702669806 and register themselves on line by logging in to the website <https://balmerlawrie.eproc.in>

1.1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

1.1.3 Submission of Hard copies

After submission on-line bid, the bidders are requested to submit the demand draft towards EMD along 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 intimation shall be provided regarding this. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

1.1.5 Bid Submission Acknowledgment

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

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

1.1.6 Disclaimer Clause

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

2.0 BID SUBMISSION

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

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

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

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

1.3 OPENING OF TENDER

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

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

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

(A. Bandyopadhyay)
Head (ROFS)



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

NOTICE INVITING TENDER

ROFS/2K18/06/ENQ/03 Dated : 07.04.2021

Due Date : 16.04.2021 Upto 16:00 Hours

Date & Time of Opening : 16.04.2021 at 17:00 Hours

Balmer Lawrie & Co. Ltd. (BL) invites offers from experienced and resourceful contractors, through e-bidding for Operational Assistance for oily Sludge Processing at Indian Oil Corporation Ltd., Barauni Refinery, Bihar

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

1. JOB DESCRIPTION

The scope of work shall involve providing operational assistance for recovery of approx. 3000 KL slop oil through processing of approximately 6250 KL of Oily sludge at IOCL Barauni Refinery. The processing of oily sludge would be carried out as per process developed by BL with their sludge processing equipment, under direct technical supervision of BL. Two sets of BL's sludge processing equipment are already mobilized and installed at the worksite for processing operations. The work is to be executed as per the instructions and overall supervision of BL's Project Manager.

The contractor for operational assistance shall broadly be responsible for:

- a. Providing suitable experienced manpower for Oily sludge processing,
- b. Ensuring smooth operation of the processing equipment to adhere to quality specifications and project schedule as specified,
- c. Preventive maintenance of BL's Sludge Processing equipment,
- d. Co-ordination with IOCL Barauni and other statutory authorities as required for project execution, with BL
- e. Providing assistance for follow-ups for payment collection from IOCL.
- f. Compliance to all HSE guidelines and IOCL/Statutory norms as applicable.

2. SCOPE OF WORK OF BL:

- a. The processing of oily sludge would be carried out under the technical guidance of BL. BL shall designate a Project Manager for overall supervision, management & co-ordination of the project. The contractor, responsible for operational assistance should operate as per instructions of BL's Project Manager.
- b. The work would be carried out with BL's equipment which is already installed at the worksite.
- c. All other works to make this job contractually and functionally complete would be in the scope of the contractor.

3. SCOPE OF WORK OF THE CONTRACTOR

The Scope of work for operational assistance would broadly cover the following:

- a. Mechanical handling/lifting of oily sludge from sludge storage area/pit through suitable means.
- b. Providing adequate manpower (supervisor, skilled, unskilled, rigger, electrician & safety supervisor) & experienced operators for operating both of BL's sludge processing plants as per BL's instruction.
- c. Executing dispatch of recovered oil, effluent water and separated solid to the IOCL designated location as per the direction of BL's Project Manager.
- d. Ensuring operational efficiency of the processing plant, to achieve the following parameters:

Quantity of Oily Sludge to be processed (KL)	Generation of Recovered Oil (KL)	Time Limit
6250	3000	10 Months from the date of placement of order

This is an item rate contract and the time and quantity may vary depending on requirement of IOCL Barauni & BL.

The quality specifications for oil to be recovered through sludge processing shall be:

Sl. No.	Parameters	Guaranteed Limit
1.0	Specification of Recovered Oil	BS&W < 4% by volume Ash < 0.2% by weight
2.0	Oil content in separated solid, as per IS 1448 (P 30) 1970	< 10 % by weight
3.0	Oil content in the effluent water from the process	< 100 ppm

- e. Preventive Maintenance of BL's equipment including replacement of Consumables viz. grease and lubricating oil, during the tenure of the operation. Utmost care should be taken to keep the plant & machinery healthy to avoid breakage. Other maintenance work, spare parts, hydraulic oil etc. would be in BL's scope.
- f. Necessary co-ordination and manpower deployment for sending samples for testing to IOCL Barauni laboratory as per required testing schedule and necessary coordination for receipt of the reports as per instructions of BL.
- g. To prepare and maintain weekly/fortnightly status report with necessary details as advised by BL and IOCL from time to time. The report of the preceding month should be submitted in the first week of the month.
- h. The contractor shall maintain "Hindrance Register" and intimate BL about delays attributable to IOCL, Barauni Refinery and other issues to take up with them in material time.
- i. Handling and management of all separated debris, solids and disposal to designated place inside refinery as per BL's instructions and up to the satisfaction of IOCL, Barauni Refinery.
- j. Cleaning/Rinsing of Sludge pit and surrounding area (up to 50 m) to make it free of any spillages of sludge or oil. Proper dressing of ground after completion of project.
- k. Measurement of each batch of sludge processed along with oil content shall be done jointly with BL and IOCL by taking dimension of measuring pit after draining water. Volume of water content will not be considered for determining the quantity of sludge treated.
- l. De-emulsifier, if required for separation of free/emulsified water shall be provided by contractor.
- m. The contractor shall be responsible for making necessary connections for the utilities (water, power, slop oil and steam) provided by IOCL, Barauni Refinery from a point nearest to the processing site. The diluent will be received at our plant area through pipeline and will be stored in Slop Oil Tank. The necessary accounting will be done from the tank gauging and to be recorded properly for verification and accounting at the end of each month.
- n. Maintaining proper records for utility consumption and ensuring processing operations using utilities within the specified limits as follows:

Specified Limit for Consumption per M3 of sludge processed:

1. MP Steam = 0.5 MT
2. Power = 30 KWH
3. Diluent / Slop oil =300 liter
4. Raw Water = 2.0 M3

Charges for additional utility consumption beyond specified limits shall be recovered from the contractor as per IOCL specified rates for each utility, at actuals. Indicative rates are as Follows:

- Steam MT = Rs. 1987.43 /-
 - Power KWH = Rs. 9.80/-
 - Solvent / diluent MT= Rs. 8056.20* (*Differential cost of LDO & FO)
- o.** Diluent will be provided by IOCL, Barauni Refinery free of cost as per the specified limit mentioned above. The diluent will be pumped back to refinery system along with separated oil of the sludge.
- p.** The Contractor shall also be responsible for any other work not specifically mentioned here but required during execution of the work.
- q. Other Responsibilities of the contractor as part of the contract shall include the following:**
- I. Arranging all gate passes/permits for working in shifts, special permits for working on Sundays/Holidays, renewal of gate passes periodically including Police verification as and when required. Entry and exit passes for men and vehicles carrying materials etc.
 - II. Providing Personal Protection Equipment, e.g., helmets, gumboots, gloves, safety goggles etc. for all the workers.
 - III. Compliance with all the Safety/Environmental related requirements, fire and work permit rules of IOCL, Barauni Refinery.
 - IV. Arranging local accommodation and transport for contractor's site personnel.
 - V. Area cleaning and house-keeping during the entire contract period to the satisfaction of IOCL & BL.
 - VI. All local coordination including submission of invoice and payment collection from IOCL.
 - VII. Preparing daily log, register and monthly report as per instruction of BL and IOCL. Any other requirement for smooth processing of oily sludge at IOCL, Barauni Refinery.
 - VIII. Dismantling and handover of BL's plant & machinery after successful completion of the job.

4. PRE-QUALIFICATION CRITERIA OF BIDDERS:

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

- (i) The Bidder should have Average Annual Turnover of Rs. 36 Lakhs or above for the previous 3 financial years, ending 31st March 2020. Proof to be submitted in the form of Financial Statements.

- (ii) The bidder should have successfully executed jobs of similar nature for Recovery of Oil/Processing of oily sludge of the following values during past 7 (seven) years, to be reckoned from the due date of the tender. Proof of experience is to be submitted through Copy of work orders and completion certificates/proof of execution (viz. Certified Bill/ Certified SES/ Invoice Copy + Payment voucher.)
- a) 3 jobs, each of executed value not less than Rs. 48.00 Lakhs
 - b) 2 jobs, each of executed value not less than Rs. 60.00 Lakhs
 - c) 1 job, of executed value not less than Rs. 96.00 Lakhs

Similar Nature of Work shall be defined as providing Operational Assistance/Execution of Oily Sludge Processing for recovery of oil, from pits/lagoons in Oil refinery/Oil Installation.

- (iii) Other Documents To be submitted:

- a) PAN Card
- b) GST Registration Certificate
- c) PF & ESI Registration (Declaration in case of non-applicability)
- d) "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.

5. EARNEST MONEY DEPOSIT

An EMD of Rs. 60,000/- (Rupees Sixty Thousand) by DD in favor 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. This EMD will be returned to the unsuccessful bidder and to the successful bidder after submission of Security Deposit. No interest will be payable against this EMD.

Bidders may submit Bid Security Declaration as per Annexure II, 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.

6. CONTRACT TENURE & OTHER TERMS & CONDITIONS

- i) The contract will be valid for 10 months from the date of order.
- ii) The contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Mines Act 1952, Contract Labour (Abolition & Regulation) Act 1970, payment of Bonus Act, Gratuity Act, Factories Act and the Employees Provident Fund and Miscellaneous provisions Act 1952 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time. Compliance with all statutory norms viz. payment of Minimum Wages Act, Provident fund ESI, Workmen Compensation etc. and any workers benefit and/ or revision in wages that may be enforced/ amended time to time by the statutory authorities are in the scope of the bidder. Execution of work shall be carried out complying with the norms prevalent in the area and as per the satisfaction of Balmer Lawrie.
- iii) The work shall have to be carried out in 2 shifts of 8 hours duration, 7 days a week. Bidders should arrange to deploy sufficient manpower so that entire job is completed within the stipulated time.
- iv) All local issues encountered during execution of work should be taken care of by the bidder. Under no circumstance, Balmer Lawrie should be dragged into any such issues.
- v) Labour license, if required, shall have to be obtained by the bidder and statutory compliance shall be met by the bidder.
- vi) Contractor is advised to prevent pollution during any job carried out as required by the Environment Policy of Bihar Pollution Control Board (BPCB).
- vii) Contractor shall maintain Attendance Register, Wage Register, PF & ESI deposit records and challans for personnel engaged for plant operation.
- viii) All workmen deployed by the contractor should have a bank account. Payment of wages to workers should be made through Electronic remittance directly to their bank accounts. A copy of remittance along with Wage Register, PF & ESI challans should be submitted to IOCL as per instructions of BL.

7. SPLITTING OF JOB

The job is not splittable.

8. PAYMENT TERMS

Payment for the contract shall be made on every Kilo Liter of Recovered Oil, as per mentioned quality parameters generated during processing operations. Reprocessing fees are not admissible for the products not adhering to the specifications.

Payment will be made against monthly RA Bills, duly certified by BL's Project Manager. The Payment for operational assistance shall be released after receipt of payment from IOCL for the corresponding quantity claimed in each bill by BL.

Any deduction made by IOCL from BL's bills for the project, on account of utility consumption, quality mismatch, or any other reason attributable to the contractor shall be fully recovered from the contractor.

9. LIQUIDATED DAMAGES

A pre-determined liquidated damage, of 1% of basic contract value per week of delay, limited to a maximum of 5% shall be deducted from contractor's bill in case of delay in completion of work, attributable to the contractor beyond the project schedule specified in clause 3.d in Scope of work.

10. TAXES & DUTIES

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

Billing Address: 10, ABHISEK PLAZA
EXHIBITION ROAD
PATNA-8000011

GSTIN: 10AABCB0984E1ZA

11. 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.

12. LABOUR LAWS & REGULATIONS

It shall be the responsibility of contractor to obtain necessary labour license from the Licensing Authority under the "Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules made thereunder and produce the same to the Engineer-in-Charge before start of the job. You shall also comply with all obligations under the said Act/Rules as well as other applicable labour

laws. Licensing Authority shall be Assistant Labour Commissioner (Central), Office of the Regional Labour Commissioner (Central), Bihar.

13. PROVIDENT FUND & ESI COVERATE

The provisions of the EPF & MP Act, 1952 and Rules/Scheme framed thereunder, shall be complied by the contractor for the contractor's manpower to be engaged for this job. Contractor shall furnish the code no. allotted by RPFC Authority to the Engineer-in-Charge. For this purpose, contractor shall be liable to submit copy of each wage sheet and Challan showing PF deposit for each month to BL's Project Manager. .

Contractor shall also comply with the provisions of the ESI Act, and Rules framed there under in respect of your workers to be engaged for this job. Contractor shall obtain ESI Code No. from the local ESI Authorities for the said purpose and furnish the Code No. allotted by ESI Authorities to the Engineer-in-Charge before starting the job.

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

14. INSURANCE COVER FOR WORKMEN

Contractor shall obtain Workmen Compensation policy in respect of contractor's workmen to be engaged for the work towards compensations as admissible under the Workmen's Compensation Act, 1923 and Rules framed thereunder upon death/disablement and also medical treatment of a worker and the same has to be produced to the Engineer-in-Charge before start of the work.

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

15. SECURITY DEPOSIT

The successful bidder, in case of award of job, shall deposit **3%** of basic contract value as security deposit, by way of Demand Draft in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata or through bank guarantee in prescribed format from any scheduled bank.

The security deposit shall be submitted within 15 days from the date of work order.

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

- 17.1. MSEs must have a valid **Udyog Aadhar Number (UAN)** to avail the benefits/preference available vide Public Procurement Policy for MSEs
- 17.2. MSEs participating in the tender must submit UAN registration certificate along with their unpriced bid.
- 17.3. The successful bidder should ensure that the UAN is valid till the end of the contract period.
- 17.4. 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.
- 17.5. The MSEs with valid Udyog Aadhaar number are exempt from payment of Earnest Money Deposit (EMD).
- 17.6. 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.
- 17.7. 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

- 17.8. 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.
- 17.9. 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.

18. 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.

19. 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.

20. RIGHT OF ACCEPTANCE/REJECTION

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

21. 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.

22. TENDER SUBMISSION

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

Head (ROFS)

SBU : Refinery Oil Field Services

Balmer Lawrie & Co. Ltd.

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

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

(A. Bandyopadhyay)
HEAD (ROFS)

VENDORS' INFORMATION**Annexure I**

SL. NO.	PARTICULARS	DETAILS
1.0	Name of the Company/Firm	
1.1	Full Address – HO/Regd. Office	
1.2	Full Address of Branch Office	
1.3	e-mail id	
1.4	Contact Person	
1.5	Landline No. Mobile No. Fax No.	
2.0	GST Registration No.	
3.0	PAN No.	
5.0	PF Registration No.	
6.0	ESI Registration No.	
7.0	Is your company MSME Unit? If yes, please UAN and attach certificate	
8.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
9.0	Name of Bank	
9.1	Branch	
9.2	Branch Code	
9.3	Full Address of the Banker	
9.4	IFSC Code	
9.5	MICR Code	
9.6	Account No. (Attach Cancelled Cheque)	
9.7	Type of Account (Saving/Current)	

ANNEXURE-II

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)

