

TENDER DOCUMENT

FOR

**LIFTING, LOADING, TRANSPORTATION AND
UNLOADING OF OILY SLUDGE FROM VARIOUS
PITS OF NAZIRA AND JORHAT SECTOR UNDER
ONGC, ASSAM ASSET**

UNPRICED BID – PART – I

Tender No.: ROFS/2K17/04/ENQ/01

Tender Date : 17.11.2017

Due Date :27.11.2017 UPTO 15:00 HOURS

Date & Time of Opening : 27.11.2017 AT 16:00 HOURS



Balmer Lawrie & Co. Ltd.

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



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services

INSTRUCTION TO BIDDERS

TENDER NO. ROFS/2K17/04/ENQ/01 DUE ON 27.11.2017

**FOR LIFTING, LOADING, TRANSPORTATION AND UNLOADING OF OILY
SLUDGE AT ONGC, ASSAM ASSET**

1.0 PROCEDURE FOR BID SUBMISSION

The Tender Document comprises of two Bids viz Unpriced Part – I and Priced Part – II. Part – I consists of Notice Inviting Tender, Vendor's Information while Part – II is Price Bid. The submission of offer can be made in two forms either through e-bidding or in physical form 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 given below. The bidder 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, Declaration regarding Deployment of Tankers etc. and Price Bid etc., in the standard formats prescribed in the Tender documents and displayed in e-Procurement web site. The bidders shall download the entire tender documents and upload the same along with scanned copies of all the relevant certificates, documents etc., duly stamped and signed, in support of their eligibility criteria 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 on or before the due date of the tender date along with Demand Draft for EMD amount. Similarly, bidders should down the Price Bid in Part – II, fill it up and uploading in prescribed folder of Balmer Lawrie's e-procurement site duly stamped and signed. No physical Priced Bid will be accepted under online bidding process.

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 Ujjal Mitra, Mobile No. 07702669806 or Ritabrata Chakraborty, Mobile No. 8697910411 and register themselves on line by logging in to the website <https://balmerlawrie.eproc.in>

1.1.2 Digital Certificate authentication

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

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

1.1.3 Submission of Hard copies

After submission of bid on line, the bidders are requested to submit the demand draft towards EMD along with stamped and signed copy of Unpriced Bid – I, pre-qualification Documents as required, to the Tender Inviting Authority on/before the due date of opening date. Under no circumstances Hard copy of Price Bid should be sent under e-procurement format. The bidder shall furnish the original DD and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder.

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 on time-to- time basis in the e-Procurement platform. 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 IN PHYSICAL FORM

Bidders interested to participate in this tender in physical form can access to company's website: www.balmerlawrie.com and download the tender document. Offers are to be submitted under two separate sealed envelopes as per the following:

- i) Unpriced Bid – Part – I - comprising Notice Inviting Tender (NIT), Instruction to the Bidders, Vendor's Information, duly stamped, signed and filled in (wherever required) along with all prequalification documents and EMD etc. No Priced Bid should accompany in this Part. Un-priced bid containing the priced bid shall be summarily rejected.
- ii) Part – II – Priced Bid duly filled in and stamped.

Unpriced Bid and Price Bid should be sealed in two separate envelopes. Thereafter, both the envelopes should be put in a big envelope. Subscribing Tender No, Date, Due Date and Bid No. (Unpriced and Price) on all the three envelopes. Priced bid shall be filled up with price figures only in the given schedule.

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.

Detailed offer complete in all respects as stipulated in the tender should reach the Bid Inviting Authority at the following address within the due date and time:

Sr. Vice President (Technical)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001
Phone : (033) 22225627
e-mail id : banerjee.a@balmerlawrie.com

1.3 OPENING OF TENDER

The Unpriced offers will be opened on the due date of the tender unless otherwise extended, as mentioned in the NIT and also in Balmer Lawrie's e-procurement site and website. No separate intimation will be sent in this regard. Bidders may attend the opening of the physical Unpriced offers on the due date and time at the address mentioned above.

Priced Bids of qualified bidders will be opened on a separate date. The intimation for opening of such bids will be sent to those bidders who are qualified upon fulfilment of tender terms and pre-qualification criteria.

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

(A Mukhopadhyay)
Sr. Vice President (Technical)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services
TENDER ENQUIRY

Tender No. : ROFS/2K17/04/ENQ/01

Dated : 17th November, 2017

Due Date of Submission : 27.11.2017 Upto 15:00 Hours

Date & time of Opening : 27.11.2017 at 16:00 Hours

Balmer Lawrie & Co. Ltd. invite offer either on-line through e-bidding or in physical form from competent bidders as per the guidelines provided in the 'Instruction to Bidder', for lifting, loading, transportation of oily sludge from various pits of Nazira and Jorhat Sectors and unloading at the Central Pits at Geleki under Assam Assets of Oil & Natural Gas Corporation Ltd (ONGC).

1.0 Description of Work

M/s Balmer Lawrie & Co. Ltd., a Govt. of India enterprise under administrative control of Ministry of Petroleum & Natural Gas, Govt. of India, have received an order from Oil and Natural Gas Corporation Ltd. (ONGC) for Carrying out de-oiling of oily sludge available at Assam Asset using mechanized processing system on turnkey basis". The work involves lifting & loading, of oily sludge in tankers through suitable Diesel Engine Driven Pump System or manually from various pits and lagoons scattered in Nazira and Jorhat Sectors and transportation and unloading the same at Central Processing Pit at ONGC, Geleki.

2.0 Definitions

- 2.1 Client means Oil & Natural Gas Corporation Limited, Assam Asset, Nazira.
- 2.2 The Prime Contractor means M/s Balmer Lawrie & Co. Ltd. (BL), a Govt. of India enterprise under administrative control of Ministry of Petroleum & Natural Gas, having its registered office at 21, N. S. Road, Kolkata – 700 001 is hereinafter called the 'Company'.
- 2.3 Bidder means resourceful parties having experience in transportation of hazardous oily sludge and having its own fleet of tankers for the purpose.
- 2.4 Contractor / Transporter means the successful bidder who would be selected on culmination of this tendering process and the order is placed upon them by BL.

3.0 Pre-qualification criteria of bidders

- 3.1 The bidder should have minimum one year's experience in handling and transportation through public road of oily sludge/crude oil during last five (5) years.
- 3.2 The bidder should have executed at least one (01) contract of providing aforesaid services of at least 1000 KL of oily sludge within a span of 12 months during last five (05) years. The five years period will be reckoned from the closing date of the present tender.
- 3.3 Bidder should have ownership of at least two (2) tankers with all valid papers and approval of Pollution Control Board / should submit undertaking to obtain such approval within one month of placement of work order on them.
- 3.4 Goods & Services Tax Registration Certificate

4.0 Scope of Work

- 4.1 Lifting, loading and transportation of oily sludge from various pits/lagoons/other places of fields of Nazira and Jorhat Sector and unloading at centralized pits at Geleki, ONGC including providing all lifting equipment, tools and tackle, manpower etc. complete in all respect.

In general, oily sludge would be lifted from lagoons preferably by suitable positive displacement pump with strainer arrangement driven by diesel engine since power would not be available in such production fields. However, in some areas oily sludge may have to be collected manually and transported in barrels owing to the nature and area of deposition of such oily sludge in production fields. Bidders are advised to visit the actual deposit area to make themselves acquainted with the ground realities.

- 4.2 All these production fields are under the security cover of CISF provided by ONGC. Necessary gate passes would be required to operate in those areas. Bidder need to obtain the same from the competent authority for a trouble free operation.
- 4.3 Oily sludge is to be lifted and loaded to the tankers from the following pits/lagoons :
- 4.4 Nazira Sector includes fields of Lakwa (including Moran), Geleki, Rudrasagar (including Charali, Changmaingaon, Paniding etc), Lakhmani (including Laiplingaon/Demulgaon) and/or as instructed by Engineer In Charge of ONGC.
- 4.5 Jorhat Sector includes Borholla (including Merapani, CTF Jorhat), Nambar & Khoraghat fields and/or as decided by Engineer-In-Charge of ONGC.

- 4.6 Approximately 1100 KL of oily sludge to be lifted from Nazira Sector and Jorhat Sector within a span of 12 months from the date of order. However, the quantity may vary to any extent depending on availability and based on instruction of ONGC..
- 4.7 Oily sludge collection from both the sectors would run simultaneously and Contractor need to deliver an average quantity of 40-50KL/day (for 25 days of operation/month) to match the plant processing capacity of Balmer Lawrie.
- 4.8 Selection of the areas from where oily sludge would be lifted is purely in the control of the owner i.e ONGC and Balmer Lawrie is no way responsible for non-availability of oily sludge in any pit or field in Nazira and Jorhat Sector of Assam Asset. No compensation will be paid in the event tanker/s are not in use for any particular period/s during the tenure of the contract.
- 4.9 All necessary statutory clearances from Pollution Control Board, Assam, RTO and other relevant department for the said activities are in the scope of the bidder.
- 4.10 All local issues for handling and transportation of oily sludge would be in the scope of the contractor and BL in no way would be involved in the same.
- 4.11 All necessary insurances required for this activity would be in the scope of the contractor. Contractor must abide by all safety norms and regulations of ONGC and local statutory authorities and any failure incidents may attract fines/ cancellation of the contract depending on the severity of the failure.

5.0 Terms and Conditions

- 5.1 The contractor shall provide requisite number of tankers suitable for oily sludge transportation of capacity not less than 9 KL/each with diesel driven pumping arrangement for lifting and loading of sludge to the tankers. The tankers preferably should not be more than 10 years old.
- 5.2 Wherever loading of sludge is not possible through pump because of nature of sludge, space constraint etc. bidder must arrange manual/other suitable method for lifting and loading of sludge into the tanker.
- 5.3 The quantity of oily sludge shall be calculated based on dip measurement and the valid calibration certificate of the tanker. Payment will be made monthly as per actual quantity of sludge lifted from each sector and duly certified by ONGC.
- 5.4 All PPE required for the workmen should be provided by the contractor to the satisfaction of BL.
- 5.5 Contractor should have valid license for transportation of oily sludge, local Pollution Board clearance for transportation of hazardous goods on public roads, valid calibration certificate of the tanker and relevant GST Registration etc.

- 5.6 Contractor should completely empty out one pit before taking up the next pit unless otherwise instructed by ONGC/BL.
- 5.7 All safety measures for lifting, loading, transportation and unloading must be done as per safety and pollution control guidelines of ONGC and local Pollution Control Board.
- 5.8 Necessary co-ordination with all concerned for obtaining gate pass for tankers, men and materials for lifting, loading & unloading at respective locations shall be the responsibility of the contractor.
- 5.9 Contractor should ensure that there is no spillover of sludge at loading, unloading points and on the road during transportation. In case of spillage at loading / unloading point the contractor must clean the areas immediately.
- 5.10 Bidders must visit all locations of fields/pits/lagoon sites under Nazira and Jorhat sector to familiarize themselves prior to quoting for the tender.
- 5.11 Contractor should ensure placement of 2 (two) tankers for transportation of oily sludge from Nazira and Jorhat Sector. Alternative arrangement must be made in the event of breakdown of any tanker(s).
- 5.12 The contractor must meet concerned RTO regulations.
- 5.13 Measurement for quantity of sludge will be taken jointly by BL/ONGC personnel and their decision will be final.
- 5.14 The contractor / transporter shall keep BL fully indemnified from all legal responsibilities arising out of any incident/accident, injury, death etc. to his staff / labours and third party involved in the operation.
- 5.15 Rates quoted should remain firm and no escalation shall be payable till execution of the total quantity.
- 5.16 No deviation from the tender condition is acceptable.
- 5.17 Responsible person/s from and on behalf of the contractor should be deputed at the lifting, loading and unloading pits/lagoons to ensure that the sludge are lifted, loaded and unloaded properly and safely without damaging the environment and to take necessary instruction from BL/ONGC.
- 5.18 The driver of the tankers shall keep the following documents under his possession all the time, while carrying out the road transportation job:
 - a) Registration Certificate (RC) book of the Vehicle.
 - b) Valid Fitness Certificate of the Vehicle
 - c) Valid Insurance Policy of the Vehicle including third party
 - d) Driving License of the Driver

- e) Valid Pollution Control Certificate of the Vehicle
- f) Photo Identify of the Helper/Khalasi accompanying the driver
- g) Calibration Certificate
- h) License for carrying hazardous materials on public road

5.19 The quantity carried by each tanker shall be jointly measured at central receiving pit and measurement shall be recorded after draining of free water jointly in a measurement register with vehicle number, date and time of unloading etc.

5.20 The bidder must confirm the number of tankers and capacity of each which will be engaged by them in their offer along with copies of all the documents.

6.0 Taxes & Duties

All statutory charges shall be borne by the contractor. However, Goods & Services Tax, as applicable, will be paid by Balmer Lawrie directly to the statutory authority.

7.0 Incidental Charges

All incidental charges during lifting/loading, unloading and during transportation shall be borne by the contractor.

8.0 Payment Terms

Payment shall be made against monthly R/A bills for the quantity lifted and transported from each sector duly certified by Balmer Lawrie along with ONGC's certified Challan and a copy of Workmen Compensation Policy for the workers. Valid document for tankers shall also be submitted

9.0 Insurance Cover for Workmen

- i) Bidder shall obtain Workmen Compensation policy in respect of 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 of a worker and the same has to be produced to the Site-in-Charge before start of the work.
- ii) All the tankers / vehicles under use shall have valid third party insurance. A copy of such policy must be submitted to Balmer Lawrie prior to engagement of tankers for transportation.

10.0 Duration of Contract

The contract will be valid for a period of 1 year from the date of placement of Order/LOI whichever is earlier.

11.0 Earnest Money Deposit

Offer must be accompanied by an earnest money deposit of ₹12,000.00 (Rupees Twelve thousand only) in Demand Draft in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata, without which the offer may be rejected. EMDs of unsuccessful bidders will be returned upon finalization of order.

12.0 Security Deposit

The successful bidder is to be submitted a Security deposit of 2% of the basic order value within 15 days from the date of receipt of LOI/Purchase Order. EMD will be refunded to the successful bidder on submission of Security Deposit.

13.0 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

14.0 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.

15.0 Termination

Without prejudice to any other rights of Company, if contractor breaches any provision of this Tender/Order or if any proceedings in bankruptcy, insolvency or receivership or similar proceedings are taken out against Contractor, Company may terminate the order (or in part) forthwith by giving written notice to Contractor and without any liability whatsoever to the Contractor. Contractor agrees that, in the event that the Company incurs additional expenditure including deployment of any other contractor for completion of such Services (or part thereof) due to a breach of obligations under the Order by the contractor, then the Company shall be entitled to recover all such amount incurred by Company for completion of such Services, from the Contractor including by way of deduction from outstanding invoices. In addition, Company may terminate all or part of the Order at any time and without cause on giving notice to Contractor, in which event Company's sole liability to Contractor in respect of such termination

shall be to make payment for any Goods actually delivered prior to the date of such termination together with the actual direct, reasonable and substantiated costs incurred by Contractor as a result of the Order upto the date of termination. Termination of the Order shall be without any prejudice to the rights and obligations of this parties upto and including the date of termination and shall not affect or prejudice any term of the Order that is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

16.0 Validity of Bid

Bidders should keep the validity of their offer for 60 days from the due date of the tender.

17.0 Site Visit by Bidders

Bidders willing to participate in the tender may visit the following site for future information prior to submission of offer:

Balmer Lawrie & Co. Ltd.
C/o Oil & Natural Gas Corporation Limited
Central Tank Farm (CTF)
P.O. Geleki (Atakhel), P.S. - Geleki
Dist: Sivasagar, Assam – 785696
Contact person : Mr. Tarun Das, Mobile No. 7662928727

18.0 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.

19.0 Tender Submission

Detailed offer complete in all respect along with following pre-qualification documents should be submitted either in physical form or on on-line as per the Instruction:

- (i) Proof of ownership of at least 2 tankers
- (ii) Copy of Work Order and Completion Certification/proof of execution of sludge transportation work
- (iv) Valid certificate from Assam Pollution Control Board for the above tankers for transportation through public road.
- (v) Copy of Goods & Services Tax Registration
- (vi) Copy of PAN Card.
- (vii) Registration Certificate as an approved transporter for sludge transportation, if any.
- (viii) EMD of ₹12,000.00 (Rupees Twelve Thousand only) in Demand Draft
- (ix) Tender document duly stamped and signed on all pages as a token of acceptance.

20.0 Right of Acceptance/Rejection

Mere downloading 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.

Detailed offer complete in all respects should be submitted either in physical form or on-line as per the Instruction to Bidders to the following Bidding Authority within the due date and time:

**Sr. Vice President (Technical)
Balmer Lawrie & Co. Ltd,
Refinery & Oil Field Services,
21, Netaji Subhas Road,
Kolkata-700 001**

Thanking you,

Yours faithfully
for **Balmer Lawrie & Co. Ltd.**

**(A Mukhopadhyay)
Sr. Vice President (Technical)**

VENDORS' INFORMATION

SL. NO.	PARTICULARS	DETAILS
1.0	Name of the Company/Firm	
1.1	Full Address – HO/Regd. Office	
1.2	Full Address of Branch Office	
1.3	e-mail id	
1.4	Contact Person	
1.5	Landline No. Mobile No. Fax No.	
2.0	Goods & Services Tax Registration No.	
3.0	PAN No.	
4.0	Is your company MSME Unit? If yes, please provide details and attach valid certificate	
5.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details with supporting documents	
6.0	Name of Banker	
6.1	Branch	
6.2	Branch Code	
6.3	Full Address of the Banker	
6.4	IFSC Code	
6.5	MICR Code	
5.6	Account No.	
5.7	Type of Account (Saving/Current)	

TENDER DOCUMENT

FOR

**LIFTING, LOADING, TRANSPORTATION AND
UNLOADING OF OILY SLUDGE FROM VARIOUS
PITS OF NAZIRA AND JORHAT SECTOR UNDER
ONGC, ASSAM ASSET**

PRICED BID – PART – II

Tender No.: ROFS/2K17/04/ENQ/01

Tender Date : 17.11.2017

Due Date : 27.11.2017 UPTO 15:00 HOURS



Balmer Lawrie & Co. Ltd.

**REFINERY & OILFIELD SERVICES
21, Netaji Subhas Road, Kolkata-700001**



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services
PRICE BID

Tender No. : ROFS/2K17/04/ENQ/01

Dated : 17.11.2017

Sl. No.	Item Description	Quantity KL	Rate/KL (₹)	Amount (₹)
1.0	Lifting, Loading and transportation of oily sludge from various pits/lagoons/other places of fields of Nazira and Jorhat Sector in tankers including suitable diesel driven pumps and unloading the same at centralized Pit at ONGC CTF Geleki, Assam as per scope of work of the Tender Document			
1.1	From Nazira Sector	800		
1.2	From Jorhat Sector	200		
2.0	Lifting, Loading of semi-solid/solid sludge manually and transportation in drums or dumper from various pits/lagoons/other places of fields of Nazira and Jorhat Sector and unloading the same at centralized Pit at ONGC CTF Geleki, Assam as per scope of work of the Tender Document			
2.1	From Nazira Sector	70		
2.2	From Jorhat Sector	30		
2.0	Basic Price			
3.0	Goods & Services Tax (GST)			
4.0	Grand Total			

Notes

- (i) Quantities mentioned above are tentative and approximate. Quantities may vary at any extent and may be deleted altogether.
- (ii) Payment shall be made based on certified challan quantity of sludge by Oil & Natural Gas Corporation and & Balmer Lawrie
- (iv) Bidder must transport sludge as per the instruction of our site in-charge based on permission of ONGC and availability of sludge in the above mentioned pits/fields.

- (v) The price offered by the bidder **should include all necessary statutory and incidental expenses if any other than Goods & Services Tax.**
- (vi) L1 bidder will be decided based on cumulative value of rates before taxes.