

TENDER DOCUMENT
FOR
HIRING OF CAR
FOR WORK OF BALMER LAWRIE
AT IOCL, BARAUNI REFINERY, BIHAR

UNPRICED BID – PART - I

Tender No.: ROFS/2K19/04/ENQ/03

Tender Date: 06.12.2019

Due Date : 26.12.2019 UPTO 15:00 HOURS

Date of Opening of Bids: 26.12.2019 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

INSTRUCTIONS TO BIDDER
TENDER NO. ROFS/2K19/04/ENQ/03 DUE ON 26.12.2019
FOR HIRING OF CAR AT IOCL, BARAUNI REFINERY, BIHAR

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 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 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 and pre-qualification & documents which could not be uploaded due to its bulkiness to the Tender Inviting Authority on/before the due date of opening date under cover of Unpriced Bid, Part - I. These can be submitted either in person or through courier or by post. Under no circumstances, physical copy of Price Bid should accompany with these documents.

Balmer Lawrie shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false/fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgment from the Tender Inviting Authority as proof of submission of hard copies.

1.1.4 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum/Corrigendum's issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform. No separate newspaper advertisement will be published for this. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

1.1.5 Bid Submission Acknowledgment

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

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

1.1.6 Disclaimer Clause

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

2.0 **BID SUBMISSION**

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

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

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

Head (ROFS)
Balmer Lawrie & Co. Ltd.
Refinery & Oil Field Services
21, Netaji Subhas Road
Kolkata – 700 001
Phone : (033) 22225706/9433092888
e-mail id : biswas.s@balmerlawrie.com

1.3 **OPENING OF TENDER**

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

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

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

(**A. Bandyopadhyay**)
Head (ROFS)



Balmer Lawrie & Co. Ltd.
Refinery & Oilfield Services
NOTICE INVITING TENDER

Tender No.	ROFS/2K19/04/ENQ/03
Date	06.12.2019
Tender Due Date	26.12.2019 Upto 16:00 Hours
Date & Time of Opening	26.12.2019 at 17:00 Hours

M/s. Balmer Lawrie & Co. Ltd. (BL) invite offers under two bid systems comprising Part – I and Part – II through e-bidding from competent vendors for providing one non-AC car on monthly hiring basis for our work mainly to commute between Balmer Lawrie's transit accommodation at Begusarai and IOCL, Barauni Refinery premises as per following terms and conditions:

1.0 TYPE OF VEHICLE

Non A/c. diesel car suitable for accommodating minimum of 4 persons.

2.0 AREA OF TRAVEL

Car will generally ply between Balmer Lawrie's transit accommodation at Begusarai to IOCL, Barauni Refinery, entire of Barauni/ Begusarai, nearest Railway Station, Bus stand, Airport and adjacent areas as per our requirements. The car should also move inside the IOCL Refinery premises with proper permission as per our requirement.

3.0 SCOPE

The detailed scope of work is as follows :

- (i) Providing road worthy 4 wheeler, **registered as a commercial vehicle and a model not earlier than 2016**, having valid and relevant statutory documents as are required to ply on-road and inside the refinery premises and the area specified in sl. no. 2. Car should report to our site personnel at the transit accommodation and/or to other predetermined locations, as informed by our officers every day.
- (ii) The car should be provided with experienced driver.
- (iii) Maintenance charges, fuel etc. will be borne by the bidder
- (iv) All necessary documents required for obtaining gate passes for car & the driver will have to be provided for entry into the refinery.

- (v) The driver should have valid license, ESI & PF papers and any other statutory documents required for obtaining gate passes at IOCL Barauni Refinery.
- (vi) A detailed logbook is to be maintained by the driver and this is to be signed every time this car is used by Balmer Lawrie personnel.
- (vii) Car should have all necessary documents for plying in Bihar. The vendor shall also comply all applicable norms of IOCL Barauni refinery for usage of car inside refinery premises.
- (viii) Suitable alternative arrangement should be made by the bidder, if the car is not available due to maintenance or any other problem.

4.0 PRE-QUALIFICATION CRITERIA

Following pre-qualification criteria should be fulfilled and copies of relevant documents should be submitted along with Unpriced Offer (Part – I):

- (i) The Bidder shall presently have at least 1 Car, available for deployment, of model 2016 or later, registered as commercial vehicle, as per specifications of Clause 3.i of the tender document. Certificate of Registration as commercial vehicle shall be submitted as proof of the same.
- (ii) The Bidder shall submit Proof of ownership/ Lease agreement/ Undertaking from car owner, as proof of availability of car for deployment.
- (iii) The Bidder shall have experience in similar nature of work i.e. supply of Passenger Vehicles on hiring basis during last 7 years. Proof of the same shall be submitted in the form of Work Order/ Completion certificate.
- (iv) Goods & Service Tax Registration Certificate.

5.0 EARNEST MONEY DEPOSIT

An EMD of Rs. 7,500/- (Rupees Seven Thousand, Five Hundred only) through DD, drawn on any scheduled bank, in favour of 'Balmer Lawrie & Co. Ltd.' payable at Kolkata shall be submitted along with the offer. Bid submitted without EMD is liable to be rejected.

Bidders registered as Micro & Small Enterprises (MSEs) with valid **Udyog Aadhar Number**, shall be exempted from submission of EMD.

6.0 DUTY HOURS

16 hours/day. However, the time may increase during our plant operation in two/three shifts except Sundays/National Holidays.

7.0 PERIOD OF HIRING

30 (thirty) months from the date of deployment of car as per our requirement. Since IOCL shall hand over the tank in phased manner, there may be time gap between handing over of tanks. In such cases, car will not be required for idle period and accordingly no payment shall be paid if such period is beyond 1 (one) month.

In case of non-requirement of car for a particular month, the same shall be communicated by our site-in-charge, 15 days in advance.

8.0 PRICE BASIS

Rates should be quoted on following basis :

- (i) Lumpsum all-inclusive charge per month for 16 hours per day and plying upto 2000 Km per month: Estimated hiring period is 30 Months, however there may idle months during which car may not be required.
- (ii) Hourly rate for duty beyond 16 hours in a day: Estimated as 600 Hours during the total contract period, however the same may vary to any extent and may even not be required. Payment shall be made based on actual usage.
- (iii) Rate per Km beyond the initial 2000 Km/month.: Estimated as 4500 Km over the contract period, however the same may vary to any extent and may even not be required. Payment shall be made based on actual usage.

9.0 Taxes & Duties

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

Billing Address: 10, ABHISEK PLAZA
EXHIBITION ROAD
PATNA-800001
GSTIN: 10AABCB0984E1ZA

10.0 Other Terms & Conditions

- a. Toll tax will be reimbursed at actuals on submission of receipts along with your bill.
- b. The car services should be commenced within 7 (seven) days from the date of placement of order and the hiring period will be reckoned from the date of its use by our site personnel.
- c. KM and time will be calculated from Balmer Lawrie's Transit Accommodation at Begusarai and not from garage to garage.

11.0 SPLITTING OF JOB

The job is not splittable.

12.0 LEGAL JURISDICTION

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

13.0 LABOUR LAWS & REGULATIONS

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

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

- 14.1 MSEs must have a valid **Udyog Aadhar Number (UAN)**, duly declared on Central Procurement Portal (CPPP) to avail the benefits/preference available vide Public Procurement Policy for MSEs
- 14.2 MSEs participating in the tender must submit UAN registration certificate along with their unpriced bid.
- 14.3 The successful bidder should ensure that the UAN is valid till the end of the contract period.
- 14.4. 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.
- 14.5. The MSEs with valid Udyog Aadhaar number are exempt from payment of Earnest Money Deposit (EMD).

- 14.6. Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty percent of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15 percent shall be allowed to supply up to 20 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

For Further clarity in this regard a table is furnished below:

Type of Tender	Price Quoted by MSE	How to Finalize the Tender
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	20% order on MSE subject to matching
Cannot be	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

- 14.7 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.
- 14.8 To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling BL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
- In case of proprietary MSE, proprietor (s) shall be SC/ST
 - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

15.0 ARBITRATION

Any dispute or difference arising out of the contract/agreement shall be referred for adjudication to a Sole Arbitrator to be appointed jointly by both the parties in terms of Arbitration and Conciliation Act 1996 (as amended). Arbitration proceedings shall be conducted in English language and place of arbitration will be Kolkata. The Arbitrator so appointed will pass a speaking award which will be binding on both the parties. Cost of Arbitration will be shared equally between the parties, unless agreed otherwise.

16.0 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

17.0 TERMINATION OF CONTRACT

In case of violation/breach of any agreed terms and conditions of contract and persistently failure/negligence to observe and perform all or any of the acts, deeds, matters or things to be observed and performed by the Contractor requiring the Owner to observe or perform the same, BL may cancel/terminate this contract .

18.0 RIGHT OF ACCEPTANCE/REJECTION

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

19.0 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.

20.0 SECURITY DEPOSIT

The successful bidder, in case of award of job, shall deposit 2% of 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 valid till expiry of contract period.

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

21.0 PAYMENT OF DRIVER'S WAGES

The car driver/s' should have bank account and wages/salary will have be paid by direct remittance to his bank account. A copy of such remittance should be attached with monthly RA bill.

22.0 PAYMENT TERMS

Against monthly bill duly certified by Balmer Lawrie's site-in-charge. Photocopy of the relevant pages of the log-book duly certified by BL should be attached with monthly bill.

23.0 VALIDITY

Offer shall be valid for 90 days from the due date of enquiry.

24.0 PENALTY

Alternate arrangement must be made on the day when regular car is not available due to break down, repair work or any other reason. Failure to provide alternate vehicle, will attract proportionate deduction from the RA bill.

For **Balmer Lawrie & Co. Ltd.**

(**A. Bandyopadhyay**)
Head (ROFS)

VENDOR'S 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.	
1.6	Are you Registered with MSME. Mention Udyog Aadhar No. and attach valid certificate	
1.7	Do you belong to SC/ST Category (indicate Yes/No)	
2.0	Goods & Services Tax No. (Please attach a copy)	
3.0	PAN No.	
4.0	Name of Banker	
4.1	Branch	
4.2	Branch Code	
4.3	Full Address of the Banker	
4.4	IFSC Code	
4.5	MICR Code	
4.6	Account No. (Attach Cancelled Cheque)	
4.7	Type of Account (Saving/Current)	