

NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)

NOTICE INVITING TENDER

Sealed item rate tenders in **two -bid system** are invited from competent and experienced contractors having sound technical and financial capabilities for the following works

Name of the Work	Last Date & Time of Submission	Earnest Money Deposit
Construction of Interior Works and balance civil work for Pre-engineered Steel Building for NRL at GS Road, Guwahati (Tender No.: OC31000014)	04.02.10 Up to 3.00 P.M.	Rs.40,000.00

Pre- Qualifying Parameters:

The intending bidders for above tender should meet the qualifications as given below:

Past Experience and Annual Turnover

Experience of having successfully completed similar works* during last ten years, ending last day of the month previous to the one in which applications are invited should be either of the following. (Rs in lacs) (*Similar Job: Architectural /Interior works Interior partition wall, Flooring & False ceiling, Structural Glazing etc for a Office/Commercial Building Complex)			Average Annual Turn Over during last 3 years (Rs Lacs)
Single Work Order having at least	Two work orders each having at least	Three work orders each having at least	
39.71	31.76	23.82	23.82

Note:

- Value of past experience shall be adjusted at a simple rate of 7% for every completed year ending last day of the month proceeding the month in which bids are invited.
- For past experience with private organisation, TDS certificates should be submitted along with bid in addition to other required documents like work order, completion certificates etc.

EVALUATION PROCEDURE

The contract shall be awarded based on lowest quoted price.

CONTRACT PERIOD: 2 months from date of handing over of site

SUBMISSION AND OPENING OF TENDER:

The tenders duly completed as per requirement of the tender document shall be submitted to the office of Commercial, Numaligarh Refinery Limited, NRL Site, during the specified date and time. Techno-Commercial part (Part-I) of the above Tender shall be opened on the date of submission of bids after 15-00 hrs. Price part (Part-II) of the Techno-Commercially acceptable bids will be opened at a later date.

GENERAL:-

NRL takes no responsibility for delay, loss or non-receipt of tenders sent by post. NRL reserve the right to accept or reject any or all the tenders without assigning any reason thereof and to allow purchase preference to Public Sector Enterprise as admissible under existing Government Guidelines. **TENDER WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED. Corrigendum/extension/addendum (if any) pertaining to this tender will be published in the website www.nrl.co.in only**

GM (Commercial & CC)
Numaligarh Refinery Limited
Numaligarh, 15th January'10
Ph.:03776-265439
Fax: 03776-265514

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

FOR

**Construction of Interior Works and balance civil work
for Pre-engineered Steel Building for NRL at GS Road,
Guwahati**

Tender No. OC31000014

PART – I : UNPRICED BID

PREPARED & ISSUED BY

**NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)**

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DETAILED TENDER NOTICE

Date: 15/01/2010

Sub : Construction of Interior Works and balance civil work for Pre-engineered Steel Building for NRL at GS Road, Guwahati
(Tender No.: OC31000014)

Dear Sirs,

Sealed offer in **Two Bid** is invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : Construction of Interior Works and balance civil work for Pre-engineered Steel Building for NRL at GS Road, Guwahati
2. **Earnest Money Deposit** : Rs.40, 000.00(forty thousand)
3. **Contractual Period** : 2 months from date of handing over of site
4. **Last date & time for receipt of bid** : 15.00 hours on 04-02-2010.
5. **Date & time of Opening of bid** : After 15.00 hours on 04-02-2010.
6. **Place of submission of Bid** : GM (Commercial & CC)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh
Dist: Golaghat
Assam – 785 699
Fax No.: 03776-265514 / Phone: 03776-265545 /265439
7. **Submission of Bid:**
Bids should be submitted separately in two parts, viz. **PART I & PART II** in sealed envelopes superscribed with the Tender no., Due Date, and nature of bid (**priced or unpriced**).

PART I : One copy of **UNPRICED BID**, complete with Technical & Commercial details, relevant documents etc. **duly signed & stamped on each page & Earnest Money Deposit, other than prices.**

Contd.. 2

PART II : One copy of **PRICED BID** with **Schedule of Rates** duly filled, signed & stamped **on each page.**

The two envelopes containing Part I and Part II of bids separately should be enclosed in a single sealed envelope super scribed:

Quotation for the job

Construction of Interior Works and balance civil work for Pre-engineered Steel Building for NRL at GS Road, Guwahati
(Tender No. OC31000014)

All corrections and alterations in the entries of tender paper shall be signed in full by the tenderer with date. No erasures or over writing are permissible.

8. **Earnest Money:**
The bidder shall deposit Earnest Money Deposit in the form of Demand draft of **STATE BANK OF INDIA** in favour of **Numaligarh Refinery Limited**, payable at **SBI, Numaligarh Refinery Complex Branch** (Code : 5377). **Tender without earnest money will be summarily rejected.**
9. **Submission of offer:**
Tender with 6 months validity from the date of opening under sealed cover and super scribing the name of the work and date of opening will be received at the Commercial Department of Numaligarh Refinery Limited, Numaligarh by the time and date mentioned above. If the last date of receipt of tender happens to be a non-working day, the last date will be the next working day at the aforesaid time.
10. **Scope of work and Supply:**
The scope of work & supply of this work will be in accordance with the Tender Document, Schedule of Rates and as per the direction of Engineer-in-charge.
11. **Rate:**
Rate should be quoted both in figures and words as per Schedule of Rates of Priced Bid.
12. **Security deposit:**
Contractors have to submit Security deposit as per clause no.10 and 25.0 of GCC of NRL
13. **Measurement of work**
Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.
14. **Terms of payment:**
As per the Special Conditions of Contract (SCC) attached.

The above payments are subject to deductions towards Income Tax and other recoveries as applicable as per terms of contract.

15. **Defect Liability Period:**
12 months after the job completion.
16. **Price, Taxes, Duties:**
Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. **However, the quoted price should be exclusive of SERVICE TAX. Service Tax as applicable will be loaded on the quoted price by NRL.**
17. **Penalty Clause:**
In case the contractor fails to comply with provisions of tender and requirement, monetary penalty as deemed fit by the Engineer-in-charge will be levied, subject to a maximum compensation of 10% of the contract value and the same shall be final and binding on the contractor.
18. **Evaluation Procedure:**
The contract shall be awarded based on lowest quoted price.
19. **Contractual Period:** 2 months from date of handing over of site.
20. **Other terms and conditions:**
 - (a) Transfer of tender documents issued to one shortlisted bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
 - (b) ***Short-listed Bidders not participating in the bid, should return the bid document immediately on receipt***, stating the reasons for non-participation, failing which tender may not be issued in the future to the bidder.
 - (c) The management of NRL does not bind itself to accept the lowest tender, and reserves the right to reject any or all the tenders received without assigning any reason thereof.
 - (d) Variation in the value of the work will not vitiate the tender agreement.
 - (e) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
 - (f) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
 - (g) **Project Co-ordinator, M/s Cadmetric Consulting** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
 - (h) The General Conditions of contract of NRL will be applicable for this contract also. Intending tenderer may see the General Conditions of Contract of NRL at the website www.nrl.co.in or at the Commercial Department of NRL site office on any working day during office hours.
 - (i) Tenderers will fill up the all annexures attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.

- (j) One authorized representative of the vendor/contractor may remain present during the tender opening on the due date, time and venue.
- (k) No escalation of contract value, in any form whatsoever will be entertained during the contract period.
- (l) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL.
- (m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 104.1 (ii) of GCC).
- (n) The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract.
- (o) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers shall be rejected.
- (p) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there under:
 - i) The Contract Labour (Regulation and Abolition) Act,
 - ii) The Minimum Wages Act.
 - iii) The Workman's Compensation Act.
 - iv) The Payment of Wages Act,
 - v) The Payment of Bonus Act,
 - vi) The Employees Provident Fund & Misc. Provisions Act,
 - vii) Family Pension Scheme,
 - viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work

21. **Corrigendum/extension/addendum (if any) pertaining to this tender will be published in the website www.nrl.co.in only**

The bidder *shall* submit Service Tax Registration Certificate, IT PAN No, PF code, VAT/TIN nos. *along* with their offer.

**GM (Commercial & CC)
Numaligarh Refinery Limited.**

Qualification Criteria

Name of job: Construction of Interior Works and balance civil work for Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC3100014

The intending bidders for above tender should meet the qualifications as given below:

: Past Experience and Annual Turnover

Experience of having successfully completed similar works* during last ten years, ending last day of the month previous to the one in which applications are invited should be either of the following. (Rs in lacs) (*Similar Job: Architectural /Interior works Interior partition wall, Flooring & False ceiling, Structural Glazing etc for a Office/Commercial Building Complex)			Average Annual Turn Over during last 3 years (Rs Lacs)
Single Work Order having at least	Two work orders each having at least	Three work orders each having at least	
39.71	31.76	23.82	23.82

Note:

- Value of past experience shall be adjusted at a simple rate of 7% for every completed year ending last day of the month proceeding the month in which bids are invited.
- For past experience with private organisation, TDS certificates should be submitted along with bid in addition to other required documents like work order, completion certificates etc.
- Bidder has to submit along with their offer the documentary evidence (Work Order copies and Completion certificates) of having **successful completion similar works**.
- **Experience** as main contractor will only be taken into cognizance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractor can also be considered provided their work completion certificate is issued by client organization in case of jobs executed elsewhere under PSUs, limited companies, Government departments, quasi government and autonomous bodies. However, for subcontractors who operated or are operating under contractors at NRL, the credentials will be acceptable if the subcontract is certified by the concerned EIC in terms of job description and value.

XXXXXXXX

DETAILS OF SIMILAR PAST EXPERIENCE IN LAST TEN YEARS

Name of job: Construction of Interior Works and balance civil work for Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

Name of Bidder :

Sl.No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual compln. time in months	Year of Compln.	Remarks
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(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS

Name of job: Construction of Interior Works and balance civil work for
Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

Name of Bidder :

We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.

(SIGNATURE OF BIDDER)

ANNEXURE - III

BID VALIDITY

Name of job: Construction of Interior Works and balance civil work for
Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

Name of Bidder :

We hereby undertake that our bid for the above stated work shall remain valid for a period of 6 (six) months from the date of opening. In case of our revoking or cancelling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

(SIGNATURE OF BIDDER)

ANNUAL TURNOVER IN LAST THREE YEARS

Name of job: Construction of Interior Works and balance civil work for
Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

Name of Bidder:

Sl. No	Financial Year	Turnover
1	2008-09	
2	2007-08	
3	2006-07	

Copy of Audited Balance Sheet and Profit & Loss Account of respective years to be provided.

(SIGNATURE OF BIDDER)

Name of job: Construction of Interior Works and balance civil work for
Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

CLAUSES RELATED TO ARBITRATION SHALL BE AS PER THE AMENDMENT BELOW
WHEREVER THE TERM GCC APPEARS:

110.0 ARBITRATION:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral an / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.
- d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider an deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Managing Director.

- e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
 - f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
 - g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
 - h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.
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ANNEXURE-B

Name of job: Construction of Interior Works and balance civil work for
Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

01. NAME OF BIDDER :

ADDRESS

PHONE NO
02. REGISTRATION NO. & CLASS:
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT:
WITH DETAILS
04. VAT/TIN No :
05. WHETHER SSI UNIT:
(If yes, please furnish the copy
of the Registration Certificate)
06. PAN No issued by Income Tax Dept:
(Please furnish the copy, if any)
07. Provident Fund Code No.:
(Please furnish the copy, if any)
08. SERVICE TAX REGISTRATION NO. :
(Please furnish documents)

I/We hereby offer to execute the above mentioned work as per enclosed SOR (Priced Bid) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :

Place :

TENDER DOCUMENT RECEIPT

Name of job: Construction of Interior Works and balance civil work for
Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

Received the tender document for the above mentioned job.

Name of the bidder : M/s.

Address :

Phone & fax :

Contact Person :

Sign of the Bidder/Representative

Date :

Kindly return this receipt to **Commercial Dept. NRL Site**

Paste This Slip On the Envelope of the Offer:

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Quotation for the job of:

Name of job: Construction of Interior Works and balance civil work for
Pre-engineered Steel Building for NRL at GS Road, Guwahati

Tender No.: OC31000014

Due date: 04-02-2010.

To,

GM (Commercial & CC)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat
Assam – 785 699
Phone : 03776 – 265534 / Fax No.: 03776-265514

From:

M/s.....

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