



NUMALIGARH REFINERY LIMITED

NOTICE INVITING TENDER

Sealed offers in **Two-bid-system** are invited from competent and experienced contractors for the following work:

Name of Work	Due Date & Time of Submission	Earnest Money Deposit	Contract Period
Construction of Boundary Wall around NRL Police Outpost(2143) Tender No. OC2000072	12-08-2010 upto 15.00 hrs	Rs.7,000.00	04 (Four) months

BRIEF SCOPE OF WORK:

Civil Construction jobs as per tender document.

QUALIFICATION REQUIREMENT:

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

- ❖ Experience of having successfully completed **similar works*** during **last 10 years ending 30-06-2010** should be either of the following :
 - **One** similar work costing not less than **Rs.4.10 lakhs** .
 - **Two** similar works costing not less than **Rs.3.30 lakhs**
 - **Three** similar works costing not less than **Rs.2.50 lakhs**

* **Similar Works** : Civil construction/repair jobs.

- ❖ Sales Tax / VAT Clearance Certificate, Service Tax registration certificate, Provident Fund Code & Income Tax PAN No.

TENDER DOCUMENT :

Tender document may be downloaded from NRL home page www.nrl.co.in. **There shall be no sale of tender document.** Further Addendum/Corrigendum (if any) shall be displayed in NRL website and notice boards only.

SUBMISSION AND OPENING OF TENDER:

The tenders duly completed as per requirement of the tender document shall be submitted to the office of Commercial Dept., Numaligarh Refinery Limited, NRL Site, during the specified date and time. Unpriced Bids shall be opened on the date of submission of bids after 15-30 hrs.

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.**

Date : July 21, 2010

**GM (Commercial & CC)
Numaligarh Refinery Limited,
Numaligarh, Dist : Golaghat,
Assam – 785 699.**

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA ENTERPRISE

TENDER DOCUMENT

FOR

**Construction of Boundary Wall around NRL Police
Outpost (2143)**

Tender No. : OC20000072

PART-I : UNPRICED BID

PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)

LETTER INVITING TENDER

Contact Person: Mr. Bivash Das; 03776-265774; email: bivash.das@nrl.co.in

To,
M/s

Date:

Sub : Bid document for "Construction of Boundary Wall around NRL Police Outpost(2143)" (Tender No.: OC20000072)

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 Boundary Wall around NRL Police Outpost(2143)**
2. **Earnest Money Deposit** : **Rs.7,000.00(rupees seven thousand) only.**
3. **Contract Period** : 04 (Four) months.
4. **Last date & time for receipt of bid** : 15.00 hours on **12-08-2010**
5. **Date & time of Opening of bid** : After 15.00 hours on **12-08-2010**
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 /265534
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.**

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 superscribed :

Quotation for the job
'Construction of Boundary Wall around NRL Police Outpost(2143)'
(Tender No. OC20000072)

Contd.. 2

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 form drawn on **State Bank of India** 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 superscribing 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 Schedule of Rates, Special Conditions of Contract as per the direction of Engineer-in-charge.

11. **Rate :**

Rate should be quoted both in figures and words as per enclosed Schedule of Rates of Priced Bid.

12. **Security deposit:**

Contractors have to submit Security deposit as per clause no. 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:**

Payment shall be made monthly against the work done during the preceding month on pro-rata basis based on certification made for payment by Engineer-in-Charge.

Further break-up of payment terms if deemed necessary shall be decided by the E-I-C. The above payments are subject to deductions towards security deposit, income tax, WCT(VAT) and other recoveries as applicable as per terms of the contract.

15. **Defect Liability Period** :

12(Twelve) months.

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 will be exclusive of Service Tax. Service Tax as applicable will be loaded by NRL.**

17. **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 in the '**REGRET FORM**' enclosed, 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) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (h) **SM (T&E), NRL** 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.
- (i) 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.
- (j) 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.
- (k) One authorized representative of the vendor/contractor may remain present during the tender opening on the due date, time and venue.

- (l) No escalation of contract value, in any form whatsoever will be entertained during the contract period.

Applicable Labour Wage: (NEW)

- a. The minimum wages per day (Inclusive of all allowances and benefits) of contract workers w.e.f. 01-01-2007 will be as below:
- Unskilled : Rs.147.00 (Rupees one hundred and forty seven only)
 - Skilled : Rs.162.00 (Rupees one hundred and sixty two only).
- b. For the purpose of calculating PF and other statutory payments, basic wage of unskilled and skilled category of contract workers per day will be Rs. 103.00 and Rs.122.00 respectively.
- c. Bonus is to be paid to the contract workers by the contractors as per the payment of Bonus Act, 1965.
- d. The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- e. The contract workers will also be entitled to the following leave annually:
- f. An annual increment of Rs.5.00 (Rupees five only) to the total wages of both Unskilled and Skilled category of workers will be given every year w.e.f. 1st January starting from 01-01-2008 till 31-12-2010.
- (m) No mobilisation advance will be paid to the contractor for execution of this work.
- (n) 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).
- (o) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause 107.2 of GCC)
- (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 thereunder:
- 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

- (q) 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.
- (r) Bidders to note that experience as main contractor will only be taken cognizance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of jobs executed elsewhere under PSU's, limited companies, Government departments, quasi government and autonomous bodies. However, in case of subcontractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will only be acceptable provided the subletting has been authorized as per GCC and the same is endorsed in original by Engineer-in-charge of NRL.

Offers of agencies who are already blacklisted or against whom there is adverse report on committing criminal offence will be rejected.

The bidder must submit PF Code, IT PAN No, Service Tax registration Certificate and valid Sales tax / VAT Clearance Certificate with their offer.

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

PREQUALIFICATION CRITERIA

Name of Work : **Construction of Boundary Wall around NRL Police Outpost(2143)**

Tender No. : **OC20000072**

i) Experience of having successfully completed ***similar works** during **last 10 years ending 30-06-2010** should be either of the following :

- Three similar works costing not less than Rs.2.50 lacs each.
- Two similar works costing not less than Rs.3.30 lacs each.
- One similar work costing not less than Rs.4.10 lacs.

* **Similar Works** : Civil construction/repair jobs.

For your information the value of past experience shall be adjusted at a simple rate of **07%** for every completed year (ending last day of the month, preceding the month in which bids are invited).

Name of Work : **Construction of Boundary Wall around NRL Police Outpost(2143)**
Tender No. : **OC20000072**
Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

The bidder shall submit herein details of equipments, tools, tackles proposed to be deployed for this work and shall indicate in each case whether the same is (a) already owned by bidder and available for use on this Contract. (b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor. In case of (a) present location shall be stated. In case of (b) and (c) location of hirer or supplier shall be stated.

Item proposed to be deployed	Description make model & capacity	Numbers	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks
1	2	3	4	5	6	7

Contractor agrees to augment the above chart with additional number/categories of equipment if required to complete the work within the agreed time schedule of completion, as directed by the Engineer-in-Charge.

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Name of Work : **Construction of Boundary Wall around NRL Police Outpost(2143)**

Tender No. : **OC20000072**

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)

CONCURRENT COMMITMENTS OF THE TENDERER**Name of Work** : **Construction of Boundary Wall around NRL Police Outpost(2143)****Tender No.** : **OC20000072****Name of Bidder** :

SL. NO.	Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled completion period	Percentage completion as on date	Expected date of completion
1	2	3	4	5	6	7	8

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANISATION

Name of Work : **Construction of Boundary Wall around NRL Police Outpost(2143)**
Tender No. : **OC20000072**
Name of Bidder :

Our site organisation shall consists of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge

(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS

Name of Work : **Construction of Boundary Wall around NRL Police Outpost(2143)**
Tender No. : **OC20000072**
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 - VI

BID VALIDITY

Name of Work : **Construction of Boundary Wall around NRL Police Outpost(2143)**
Tender No. : **OC20000072**
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)

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (√) the box for this details furnished in the bid.

1. Power of Attorney in the name of the signatory of the bid.	:	<input type="checkbox"/>
2. Submission of bid letter along with one set of bidding document.	:	<input type="checkbox"/>
3. Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	<input type="checkbox"/>
4. Validity of Earnest Money Deposit for 6 (six) months from the date of opening of the bid.	:	<input type="checkbox"/>
5. Compliance of schedule of labour rates	:	<input type="checkbox"/>
6. Solvency certificate	:	<input type="checkbox"/>
7. Valid STCC / VAT	:	<input type="checkbox"/>
8. Registration certificate under sales tax act	:	<input type="checkbox"/>
9. Equipment proposed for deployment	:	<input type="checkbox"/>
10. Details of concurrent commitment.	:	<input type="checkbox"/>
11. Details of past experience	:	<input type="checkbox"/>
12. Copy of work order and completion certificate of the work mentioned	:	<input type="checkbox"/>
13. Compliance to the requirement of bidding document	:	<input type="checkbox"/>

Bidder should list the exclusion, if any, along with the reasons thereof.

(SIGNATURE OF THE BIDDER)

Name of Work : Construction of Boundary Wall around NRL Police Outpost(2143)

Tender No. : OC20000072

01. NAME OF BIDDER :
ADDRESS
PHONE NO
02. REGISTRATION NO. & CLASS :
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :
WITH DETAILS
04. PREVIOUS EXPERIENCE :
(Bidder should submit the
work order copy and completion
certificate along with the offer)
05. SALES TAX / VAT CLEARANCE :
CERTIFICATE
06. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
07. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
08. Provident Fund Code No. :
(Please furnish the copy, if any)
09. 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 :



NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

REGRET FORM

To,

Date :.....

GM (COMMERCIAL & CC)
NUMALIGARH REFINERY LTD.,
DIST- GOLAGHAT,
ASSAM – 785699

Dear Sir,

Sub : Tender Enquiry for ‘Construction of Boundary Wall around NRL Police Outpost(2143)’

Tender No. : OC20000072

With reference to your above mentioned Tender Enquiry, we regret our inability to quote for the same due to _____

Yours faithfully,

Signature

Name : _____

Designation : _____

For M/s : _____
Name of the party/seal

NOTES :

1. Please mention in the blank space, the reason for not being able to quote for this enquiry.
2. The “Regret Form” shall be sent under sealed envelope so as to reach before due date of the Tender Enquiry.

Paste This Slip On the Envelope of the Offer:

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Quotation for the job of:

**‘Construction of Boundary Wall around NRL Police Outpost(2143)’
(Tender No. OC20000072)
Due date: 12-08-2010**

To,

GM (Commercial & CC)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat
Assam – 785 699
Phone : 03776 – 265545 / Fax No.: 03776-265514

From:

M/s.....

.....

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TENDER DOCUMENT RECEIPT

Name of Work : Construction of Boundary Wall around NRL Police Outpost(2143)

Tender No. : OC20000072

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**

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 and / 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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TENDERS FROM NSIC / SSI UNITS

The following procedures are applicable in regard to invitation of tenders from NSIC /SSI Units:

I. Earnest Money / Security Deposit need not be taken from these Units.

II. Tender sets may be given free of cost.

The above are subject to the fulfilling of under mentioned conditions, which should be clearly indicated in the tender conditions: .

- a) SSI Units should be registered with National Small Scale Industrial Corporation Limited (NSIC).
- b) The Unit should be registered for the item tendered.
- c) The monetary limit indicated in NSIC registration certificate should cover value of items ordered.
- d) Registration Certificate is valid as on date of order.
- e) Photostat copy of valid NSIC registration certificate should be submitted in support.

Registration with DGS&D will not entitle a Tenderer to claim exemption from Security Deposits.
