

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



**TENDER DOCUMENT
FOR**

**Annual Contract for Painting Job at Refinery & NRMT
[COMM/C19/3666]**

Tender No. OC19000215/ABI

E-Tender

Bidder's offer ref: _____ Dtd. _____

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)

LETTER INVITING TENDER

Contact person:

Mr. A. Bora; AM (Commercial (Commercial))
Numaligarh Refinery Limited
; E-mail ID: Abinas.bora@nrl.co.in

Our Reference: Tender No. OC19000215/ABI

Date: 18.10.2016

Tender document for the job: - **Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]**

Dear Sirs,

Online offers in **Two Part Bid** is invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : As above.
2. **Earnest Money Deposit** : **Rs. 84,000.00** (Eighty four thousand)
(The EMD must be submitted on line within 6.11.2016. If the EMD is not received within the stipulated date, offer shall not be considered for opening). In case of MSE registered bidders - bidder has to upload the scanned copy of EM-Part-II certificate with the technical bid.
3. **Contract Period** : **For Group A:** 280 working days considering 52980 Sqm finished area.
For Group B: 192 working days considering 35320 Sqm Finished area
4. **Online EMD Submission** : **Within 6.11.2016**
5. **Online Bid Submission:** : **Before 11.00 AM of 7.11.2016**
6. **Bid Opening date & time** : **After 11.00 AM of 08.11.2016**
7. **Place of submission of Bid** : Online in the e-tender portal i.e., <http://eprocure.gov.in/eprocure/app>
8. **Date & Time of Pre bid Conference / Venue** : Not applicable.
9. **Submission of Bid** :

Being an e-tender the bid have to submitted online in the e-tender portal i.e. <http://eprocure.gov.in/eprocure/app>. Kindly refer “instructions” provided in the NIT for the detailed procedure.

For any assistance, please contact the following nos. / mail ID:
Phone No 03776 – 265774, email : z_tender@nrl.co.in

10. **Earnest Money:**

Bidder(s) must follow the following for submission of online EMD:

1. Bidders will open the link <https://easypay.axisbank.co.in/nrl> and type the Tender ID for which EMD is to be paid and click on the option “Validate”.
2. The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
3. The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.
4. The bidder is also required to enter his preferred account No. and IFS Code twice for receiving EMD refund. In case of any mismatch in the account No. or IFS Code entered twice, the web page will prompt the bidder to correct the data and then allow to proceed with payment.
5. The Bidder is then required to enter verification code as displayed in the web page and click on the option “Submit”.

6. The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).
7. Bidder is required to accept the payment Terms and Conditions and select his preferred mode of payment from the options provided, viz., Net Banking (Axis Bank or Other Banks), Credit/ Debit Cards or NEFT/RTGS.
8. In case of Net Banking, the bidder will enter his User ID/ Password/ Transaction Password and One time password as per the online payment system of the Bidder's Bank.
9. For Credit/ Debit Card payment, the Bidder will enter his Card Number, Expiry Date, CVV and 'Verified by VISA' or 'Master Secure' password as applicable.
10. For bidders selecting the payment option of NEFT/ RTGS, the web page will generate a challan with a Dynamic/Virtual Account Number, IFS Code, Account Name and Amount. The bidders can take a print out of this challan or just note the relevant details and initiate the NEFT payment from their Bank.

A receipt will be generated after successful payment (irrespective of the mode of payment). Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

11. **Scope of work and Supply:**

The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates and as per the direction of Engineer-in-charge.

12. **Rate:**

Rate should be quoted both in figures and words as per enclosed Schedule of Rates i.e. **Priced bid**.

Bidders are requested to quote a **COMMON percentage variation within a range of (+)/(-) 10%** (plus or minus ten percentage)

Bidders are requested to quote in a price band of upper capping at estimated value to 15 % discount on the SOR i.e. Priced bid given as Part II: Percentage Variation sheet. The percentage quoted should be both in figures and words.

In case the offered percentage variation by any bidder is more than the range upper capping at estimated value to 15 % discount , their bid shall stands **CANCELLED** and shall not be considered for further evaluation.

13. **Methodology for award of the work order shall be as under:**

- As the job is of annual maintenance contract nature and will be spited into 02 parts, pre-qualification criteria value shall be fixed corresponding to 60% of the estimated value for 280 working days [highest part of distribution] for similar works.
- The estimated rates will be displayed in the tender and bidder will quote percentage variation on the overall value within a band of upper capping at estimated value to 15 % discount to prevent abnormal variation from the estimated rate. L1 bidder will be awarded the part with highest financial implication (60%). L2 bidder will be asked to match the price of the L1 bidder and if they agree, they will be awarded the part with 2nd highest financial implication (40%). If L2 bidder does not match the price of the L1 bidder, then negotiation will be held with L3 bidder to match the rate of L1 bidder and so on till the two parts are awarded to different parties as 60%:40%. In no case shall two different rates for the same item shall be accepted for the successful two bidders.
- In case more than one agency becomes L1 during the exercise, then the successful agency shall be determined through **lottery**.
- In case the offered % variation by any bidder is more than price band of upper capping at estimated value to 15 % discount their bids shall stand **CANCELED** and shall not be considered for further evaluation.
- The Proposal recommends that all items be kept open as exact quantities aren't be estimated. However, overall limit be maintained at the Work order level value.

14. **Security deposit:** Applicable as per GCC.

15. **Defect Liability Period:** 12 months.

16. **Measurement of work:**

Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.

17. **Terms of payment:**

Monthly RA bill for executed quantity after joint certification by EIC and contractors representative. Contractor should submit the RA bill in bill desk/bill tracing along with all statutory payment documents like wage sheet, PF, ESI, paint Reconciliation statement etc with signature of NRL only. No bill will be accepted by billdesk/civil maint without NRL signature as mentioned above

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, works contract tax (VAT) and other recoveries as applicable as per terms of the contract.

18. **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.**

19. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, monetary penalty as deemed fit by the Officer-in-charge will be levied, subject to a maximum penalty of 10% of the contract value and the same shall be final and binding on the contractor.

20. **Other terms and conditions:**

- (a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) 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.
- (e) 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.
- (f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **Mgr. (Civil), 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.
- (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 Commercial Department of NRL site office on any working day during office hours or may visit our website www.nrl.co.in.
- (i) **Tenderer will fill up the all annexure 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) 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.
- (l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website www.nrl.co.in (Tender Room -> Circular of Wages for Contract Workmen).**

- (m) No mobilization 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 there-under:
 - (i) The Contract Labour (Regulation and Abolition) Act,
 - (ii) The Minimum Wages Act.
 - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
 - (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.

Provident Fund

- a) PF to be deposited against each worker engaged by the contractor. The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for PF.
- b) Contractor has to submit monthly return (ECR) and acknowledgement receipt of the PF deposits along with the bill.
- c) Actual calculated PF amount will be withheld from RA bill in case of non submission of the above document.

ESI Fund

- a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.
 - b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.
 - c) Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document
- (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) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.

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

**GM (Commercial & Legal)
Numaligarh Refinery Limited**

PRE-QUALIFICATION CRITERIA

Name of Work : Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No. : OC19000215/ABI

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

Past Experience of having successfully completed similar works during last 10 years ending last month should be either of the following:

- One similar work costing not less than = Rs.83.96 L
 - Two similar works costing not less than= Rs.67.17 L each and
 - Three similar works costing not less than=Rs.50.38 L each.
- ***Similar Works:** The bidders should have experience in "*Industrial Painting works on metallic surface in refinery and other hydrocarbon industry*".

Note: Relevant work order copies and completion certificates are to be enclosed with offer. 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).

AVERAGE ANNUAL TURNOVER

During the last 3 years, ending 31st March of the previous financial year shall be at least **Rs. 50.38 Lakh.**

OTHER REQUIREMENTS:

Possession of Income Tax PAN No.; Service Tax Registration no. , Sales tax registration certificate, PF code, etc.

ADDITION TO PRE-QUALIFICATION CRITERIA:

For accepting experience certificates issued by private organisations for the purpose of qualifying any bidder, TDS Certificate in addition to certificate issued by the Principal Contractor/Private Organisation letter of award and job completion certificate etc. shall form the basis for experience and value of work executed under a private organization.

It is to be noted 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 job executed elsewhere under PSUs, limited companies, Government Departments, Quasi government and autonomous bodies. However, in case of sub-contractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will also be acceptable provided the same is endorsed in original by Engineer-in-charge of NRL in terms of job description and value.

For accepting experience as sub-contractor(s) or contractors under Private Organizations, in addition to the requisite certificates (letter of award and job completion certificate etc.) TDS certificate issued by principal contractor / private organization shall form the basis for considering experience and value of work executed.

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

Tender No. : OC19000215/ABI

Name of Work : Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Special Conditions of Contract

Name of Work : Maintenance Contract for Painting Job at Refinery & NRMT.(Group A & B)

1.0 SCOPE OF WORK & TECHNICAL SPECIFICATION:

Scope of work & Technical specification shall be read in conjunction with the NRL Painting Manual which is available at website or may be collected from Civil Maintenance deptt.

Group A: Location of job will be basically in CDU/VDU to complete the balance painting area of it , saving quantity shall be used for painting of other Unit.

Group B: Location of job will be at DCU to complete the balance painting are of it and take up notification based painting job as per requirement from other Units , off sites, NRMT etc.

The EIC reserves the right to engage above contractor at any locations concerning interest of NRL as per the requirement.

Scope of work covered in the specification, Painting Manual shall include, but not limited to the following,

- 1.1 The SOR specification & updated Painting Manual (may be revised from time to time) defines the requirements for surface preparation, selection and application of paints on external surfaces of equipments, vessels, machinery, piping, ducts, steel structures, external & internal protection of storage tanks for all services, MS Chimney, Heater with or without Refractory lining and Flare lines etc.
- 1.2 The Refinery and the Marketing Terminal is fully operational, and the contractor will have to obey all the safety regulations and work permit system of NRL.
- 1.3 Job may require steel scaffolding which should be erected by the contractor with his material as per standard practice and no extra payment shall be made for the same.
- 1.4 Plant air will be given to contractor on free issue basis depending on the availability. However the contractor will have to make his own arrangement air hose, spray machine etc.

Extent of Works:

All activities including surface preparation, application of paints, physical and qualitative test of paint applied shall be inspected on random basis by NRL Inspector or authorized Inspection agency and shall be recorded. The contractor shall have to mobilize all quality assurance instruments and gadgets e.g. DFT meter, WFT Meter, surface profile meter etc. and must depute a competent site in-charge/ supervisor having sufficient knowledge in industrial application of protective coatings.

The following surfaces and materials shall require painting, in general.

- a. All uninsulated CS & AS equipment like bare columns, vessels, LPG Sphere, drums, storage tanks, heat exchangers, pumps, compressors, electrical panels and motors etc.
- b. All un-insulated carbon and low alloy piping fittings and valves (including painting of identification marks), furnace, ducts and stacks etc.
- c. All structural steel works, pipe structural steel supports, walkways, handrails, ladders, platforms, gratings etc.
- d. MS chimneys with or without refractory lining & Flare lines.
- e. All the Cable trays, Cable duct coverings, Canopys etc.
- f. Identification color bands on all piping as required including insulated aluminum clad, galvanized, SS and non ferrous piping.
- g. Identification lettering/numbering on all painted surfaces of equipment/piping insulated aluminum clad, galvanized, SS and non ferrous piping.
- h. Marking/Identification signs on painted surfaces of equipment/piping for Hazardous service.
- i. Repair work of damaged pre erection/fabrication shop primer and weld joints at field.
- j. The entire cemented surface for RCC beam, column, slab, Fire Proofing etc.

k. Internal painting of hydrocarbon tanks (ATF) with manual cleaning.

- 1.5 All the Steel Scaffolding work, Preparation of surface, Application of Primer , Painting, Color Coding, Lettering as per the Painting Manual, Removal of temporary facilities and as per instruction of the Engineer In Charge shall be in the scope of the contractor .Test certificate and purchase invoice of paint should be submitted by contractor to EIC for each lot of entry through gate pass
- 1.6 Contractor have to make his own arrangement for clearing the ground , vegetation, any short of fouling , particularly in the unpaved area to carry out the painting jobs.
- 1.7 Trolley, cart etc to be arranged by the contractor for carrying material as per requirement.

2.0 SCOPE OF SUPPLY:

- 2.1 Contractor shall arrange all the facilities, Steel Scaffolding, Paint, materials, equipment, testing appliances, tools, tackles, Personnel Protective Equipment, etc., required for completing the work shall be procured and supplied by the contractor at his own cost.
- 2.2 Contractor must adhere to the time schedule as per the requirement and instruction of EIC.
- 2.3 The job shall be allocated through Job card system as outlined separately. After getting the job card contractor engineer / supervisor shall complete that job as per NRL painting manual / direction of the inspection Department, get the joint measurement signed with departmental engineer. **The contractor should maintain sufficient inventory stock of frequently used paint item like Zinc phosphate primer (P2),tie coat (T1),Finish paint of shades like Smoke grey,sea green,sky blue, fire red,white,black,aluminium, yellow etc. Delay in executing any assigned job through job card due to non availability of above mentioned paints will not be acceptable. Jobs should not get stopped due to non availability of above mentioned paints at any point of time.**
The contractor will prepare drawing along with quantity and type of paint for every sub area in a unit with submission of each RA bills. No Running bill shall be acceptable without that.
Contractor would personally attend weekly review meeting wherein performance of the contract shall be reviewed. Issues such as status of the work value executed / manpower / consumable paints deployment status shall be discussed.
- 2.4 Supervisors must be aware of industrial safety norms, permit system etc, apart from job specific technical competence and owner may decide to take interview to cross check competence level of such key personnel.
- 2.5 Work has to be executed in any location, height and position.
- 2.6 Contractor is to arrange personal protective appliances for own people.
- 2.7 For urgent requirement from NRL , additional mobilization has to be arranged on crash basis.
- 2.8 Following activities will be required for completion of any work:
 - i. Return of safety permit / work instruction (where applicable).
 - ii. Return of temporary facility / equipment mobilized for the work including fire protection apparatus etc.
 - iii. Submission of completion status to Engineer In-charge for detail activity, man-hour consumed, pertaining to the work executed.
 - iv Maintaining daily site activity, hindrance register, DFT,WFT register etc.
 - v Incoming/outgoing job notification/job card register.
 - vi Inventory stock/reconciliation register of paints and other consumables.
- 2.9 Management of work force in all respect including its availability , additional mobilization , gate passes, safety , security, ESI , PF , labour license , good conduct undertaking etc shall be sole Responsibility of the respective contractor.All material required for execution of the will be under the scope of the contractor. **NO MATERIAL SHALL BE SUPPLID BY NRL IN GENERAL.**

3.0 WATER & POWER:

- 3.1 The contractor shall make his own arrangements for water and power for executing the entire work.
- 3.2 Alternatively, the OWNER subject to availability may endeavor to provide water and power free of cost to the contractor for construction work only at one point within battery limit of project site provide contractor make his own arrangement for meters, switch board etc.
- 3.3 However, the OWNER does not guarantee the supply of water and power and this does not relieve the contractor of his responsibility for the timely completion of the WORK as stipulated in the Contract.

4.0 WORK SCHEDULE , Performance Monitoring and Penalty

Contractual period : For Group A : It will be 280 working days considering 52980 Sqm finished area. This may proportionately vary depending upon finished area assigned .

For Group B : It will be 192 working days considering 35320 Sqm Finished area. This may proportionately vary depending upon finished area assigned.

Following shall be considered Non- working days : Rainfall , Strike , Sunday , Assam Bandh , Holidays declared by NRL .

- 4.1 After the award of the contract the 15 days shall be considered for mobilization activities such as getting gate passes , painting materials and other related activities .
- 4.2 After the initial 15 days contractor has to complete 6000 Sqm of Finished surface painting area which includes [surface preparation , prime coat / Tie coat , MIO [if applicable] , coats of Finished paint] in each 30 working days time . In case of Heat Resistant painting only finished coat shall be considered.
- 4.3 If they fail to paint the 6000 Sqm of finished area with 30 working days as stated in para 4.2 above, contractor will be penalized at the rate of 10 % of the monetized value of deficit surface area considering [prime coat, MIO and 2 coat of finished paint] .
- 4.4 For example if a contractor complete 5000 Sqm of finished painting area, the deficit area against the target shall be 6000- 5000 sqm i.e 1000 sqm . Monetised value corresponding to 1000 sqm for the Prime coat plus MIO plus 2 coat of finished coat shall be worked out at the awarded value of the contract and 10 % of the total monetized value shall be deducted from the Running bill of the contractor .
- 4.5 Proportionate calculation on per day basis shall be carried out against the nos of days for which a bill is submitted .
- 4.6 It will be responsibility of the contractor / his authorized engineer to submit correct measurement and progress report on regular basis within 10 days after every 30 working days for the actual finished painting area completed in last 30 working days .
- 4.7 **The contractor shall have to depute one technically qualified engineer as site-in-charge** [Degree or diploma (with 02 yrs experience) in Civil Engineering] having adequate knowledge in industrial application of protective coatings. **Deduction from RA bill will be made for non deployment of site Engineer at the rate of 2% of the bill value.**
- 4.8 Contractor shall be required to execute the job as per priority set by the Owner.
- 4.9 Some equipment may not be possible to hand over for painting during running of the Plant, however those shall be completed during opportunity resulting from planned/unplanned Plant shutdown.
- 4.10 The contractor has to provide their contact telephone /Fax numbers, e-mail address etc. in their offer which shall be exercised for contacting them at any hours on round the clock basis asking them to report to site with all their accessories to negotiate any normal/emergency job.
- 4.11 The Contractor or his representative shall report at site for daily instruction from the NRL Site Engineer
- 4.12 The Site Supervisor shall have adequate knowledge on painting application.
- 4.13 All statutory requirements to be fulfilled by the contractor.

5.0 MOBILISATION ADVANCE:

- 5.1 No Mobilization Advance is applicable under this contract.

6.0 EXTENDEDSTAY COMPENSATION:

- 6.1 No Extended Stay Compensation is applicable under this contract.
- 6.2 No idle charge in any form will be payable to the contractor.

7.0 TEMPORARY WORKS:

- 7.1 All temporary and ancillary works including enabling works connected with the work shall be in responsibility of the Contractor and the Rates quoted by them shall be deemed to have included in the cost of such works, which shall be removed including all the Contractor's property at his own cost, immediately after completion of his work.

8.0 TERMS OF PAYMENT:

- 8.1 Payment will be made through running account bill proportionately to the physical progress of the job.

9.0 PRICES, TAXES, DUTIES:

- 9.1 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. No deviations to above shall be allowed and offers with deviations to above shall be rejected.

10.0 DEPLOYMENT OF CONSTRUCTION TOOLS, TACKLES AND EQUIPMENTS:

- 10.1 The contractor shall deploy adequate equipment, tools and tackles and augment the same as decided by the Engineer In Charge depending upon the exigencies of the work so as to suit the schedule. The Tendered shall submit a list of equipment he proposes to deploy for the subject work alongwith deployment schedule. No Equipment shall be supplied by the OWNER. Contractor should maintain sufficient inventory stock of different types of paint as per instruction of EIC.

11.0 UTILISATION OF LOCAL RESOURCES:

- 11.1 The contractor shall maximise the employment of local labour, skilled and/or unskilled, to the extent possible. **Workers highly experienced in the field of painting jobs from last couple of years under civil maintenance deptt should be given preference.**

12.0 **ADDITIONAL/EXTRA WORKS:**

- 12.1 Since the items of work and their quantities to be executed could not be exactly assessed in advance, tentative quantities with items as per NRL painting manual have been considered. Some of the items may be executed extensively where as some of the items may not be executed. Accordingly the contractor should keep his rate firm for execution of any excess quantity beyond sor quantity.
- 12.2 OWNER reserves their right to execute any additional work/extra works, during the execution of work, either by themselves or by appointing any other agencies, even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by OWNER, contractor is required to extend necessary co-operation, and act as per the instruction of Engineer-In-Charge.

13.0 **LIST OF RECOMMENDED MANUFACTURERS:**

The paints shall conform to the specifications given in painting manual and the best quality in their products range of any of the following manufacturers:

- i. Berger Paints Limited
- ii. Caboline India Pvt Ltd
- iii. Akzonobel India limited.
- iv. Asian Paints India Limited
- v. Goodlass Nerolac Paints Limited.
- vi. Jenson & Nicholson Paints Limited..
- vii. Bombay Paints Limited.
- viii. Shalimar Paints Limited
- ix. JOTUN PAINTS

In case of any problem with the above, approved manufacturer of EIL shall be recommended

Contractor shall seek approval from NRL for manufacturer from whom paints shall be Purchased

14.0 **Operation of the contract: -**

14.1 Whole job will be initially distributed to Two Group in the ratio of: 60 % and 40% of the total estimated quantity at the successful L1 rate.

14.2 Depending on the actual performance of the contractor, their mobilization of manpower and construction machineries , efficient site work management, the poor performers area may be assigned to other party and their final executed value may change from their initial allocation .

14.3 NRL reserves right to deploy full or part of contractors' activities within a contract to any work location within the refinery and NRMT for the interest and progress of the work.

14.4 All the items shall be uncapped so that there is no restriction on execution on the quantities of the items as per site requirement.

ANNEXURE –I**Name of Work** : **Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]****Tender No.** : **OC19000215/ABI****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:** Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]**Tender No.** : OC19000215/ABI**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	Yearof Compln.	Remarks
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(SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No. : OC19000215/ABI

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: Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No. : OC19000215/ABI

Name of Bidder :

Our site organisation shall consist 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: Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No. : OC19000215/ABI

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: Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No. : OC19000215/ABI

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 canceling 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 Work: Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]****Tender No. : OC19000215/ABI****Name of Bidder :**

Sl. No	Financial Year	Turnover
1	2013-2014	
2	2014-2015	
3	2015-2016	

Copy (ies) of audited Trading & P/L accounts of respective years to be provided.**However, bidder may submit copy (ies) of audited Trading & P/L accounts for the year 2012-2013 also in case of non-availability of P/L accounts for the year 2015-2016.**

(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.	:	☐
2. Submission of bid letter along with one set of bidding document.	:	☐
3. Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	☐
4. Earnest Money Deposit.	:	☐
5. Copy of valid STCC	:	☐
6. Copy of Service Tax Registration Certificate (PAN based)	:	☐
7. Equipment proposed for deployment as per tender requirement (with supporting documents, if any)	:	☐
8. Organogram with qualification and experience of the personnel to be deployed at site	:	☐
9. Details of concurrent commitment.	:	☐
10. Copy of PAN card.	:	☐
11. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you	:	☐
12. Compliance to the requirement of bidding document	:	☐
13. Copy of Audited Trading and profit & loss accounts as proof of turnover.	:	☐
14. Each page of the submitted tender document duly sealed & signed.	:	☐

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

(SIGNATURE OF THE BIDDER)

Name of Work: Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No.: OC19000215/ABI

01. NAME OF BIDDER :
- ADDRESS :
- PHONE NO :
- E-MAIL :
- CONTACT PERSON :
02. REGISTRATION NO. & CLASS :
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :
WITH DETAILS
04. PREVIOUS EXPERIENCE :
(Contractor 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. Service Tax Registration No. :
(Please furnish the copy of PAN based
Service tax registration certificate)

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 :

TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):

This tender is guided by the Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as per **ANNEXURE “X”**.

ANNEXURE “X”

TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):

With reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

A. Qualifying Criteria for MSEs Bidder:

- (i) MSE bidder must submit Notarized copy of MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the following body (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District industries Centers(DICs)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
- (ii) The MSE registration shall be valid as on date of placement of order
- (iii) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.
- (iv) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

B. Benefits Under The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012

1. Issue of Tender Sets Free of Cost

Tenders shall be provided free of cost and tender documents are downloadable from NRL Website www.nrl.co.in, The Indian Government tenders information system www.tenders.gov.in or Central Public Procurement (CPP) Portal

<http://eprocure.gov.in/eprocure/app> or can be obtained from the Office of General Manager (Commercial & Legal).

2. Exemption from payment of EMD (Earnest Money Deposit)

MSE units qualifying as at (A) above shall be exempt from paying EMD if EMD is applicable against the tender.

3. Price preference for MSEs Bidder:

For Service Tender

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.
- ii) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the total tendered value to MSE, considering sprit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to accept and execute the contract at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.

For Procurement Tender

- i) Indemnity Bond (on Rs. 100 Stamp Paper) stating that “The Bidder” shall offer and supply the entire tender quantity from the plant (situated at _____Plant Address _____), which is having MSE Certification.

Note: Scan copy of Indemnity Bond and Notarized copy of MSE Registration documents (all the pages of the EM Acknowledgement – Part II Certificate to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid and Original/True copy to be submitted in a sealed envelope super scribed as - “Submission of Original Indemnity Bond & Original Notarized copy of MSE Registration document against Tender No: _____ dated _____ and to be send to the undersigned at the following address on or before bid submission close date. In absence of above documents, benefit to MSE will not be passed on to bidders.

- ii) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.
- iii) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the total tendered value to MSE, considering sprit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to supply the item at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.

Name of Work: Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No. : OC19000215/ABI

110.0 ARBITRATION:

a) **Arbitration Clause for PSEs / Govt. Deptt.** (except a dispute or difference concerning the Railways, income-tax, Customs and Excise Duties),

1. "in the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts , such dispute or difference shall be referred by either for Arbitration to the sole arbitrator in the Department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises . The arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

2. Arbitration Clause tor others:

a) Any dispute on 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 on 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 or 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 there from 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 on awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.

Paste This Slip On the Envelope of EMD submission:

-----✂-----

EMD for the job of:

Name of Work: Annual Contract for Painting Job at Refinery & NRMT [COMM/C19/3666]

Tender No. : OC19000215/ABI

To,

GM (Commercial & Legal),
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat

Assam – 785 699

Phone : 03776 – 265545 / Fax No.: 03776-265514

From:

M/s.....

.....

✂-----✂-----✂

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid in the form of BOQ XXXX .xls

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NRL .

TENDER ACCEPTANCE LETTER

Appendix- C

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)