



NUMALIGARH REFINERY LIMITED (NRL)
NOTICE INVITING TENDER (NIT)

Date: 10.11.2022

(Subject job is a works contract and is not covered under the Public Procurement policy for MSEs)

To,

PROSPECTIVE INDIAN BIDDERS

Subject: Tender Document for - "Composite contract for supply & Erection of prefabricated both end swaged bank tube of CCU Waste Heat Recovery Boiler at NRL" (Tender No: OC16000384/PRA).

Dear Sir,

Numaligarh Refinery Limited (NRL), a Government of India Enterprise [having registered office at 122A, G.S. Road, Christianbasti, Guwahati-781005], invites bid in CPP Portal from competent and experienced Indian bidders for the following under two part bid system (Part-I: Techno-commercial Part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre-Qualification Criteria (PQC):

1. **Name of the work** : **Composite contract for supply & Erection of prefabricated both end swaged bank tube of CCU Waste Heat Recovery Boiler at NRL.**

2. **Earnest Money Deposit (EMD)** : **Rs.1,00,000/- (Rupees One Lakh only).**

Note: The EMD must be submitted online on the **portal of HDFC bank** (instructions at **Annexure-XVII** below) and its receipt must be uploaded along with offer. If the EMD is not received along with the offer, offer shall not be considered for further processing.

However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload their 'Udyam Registration' instead of the EMD deposit receipt.

3. **Validity of Contract & Contractual Period** : The contract will be valid for 18 months from the date of award of the contract. The job is tentatively scheduled for execution during opportunity/planned shutdown. The party will be informed about the exact date prior to 15 days of start of shutdown. The overall time of completion for entire works will be 30 days. For details, refer Technical Tender Document enclosed.

4. **Online Bid & EMD Submission:** : **Before 11.00 AM of 23.11.2022**

5. **Bid Opening date & time** : **After 11.00 AM of 24.11.2022**

6. **Place of Submission of Bid** : Being an e-tender the bid has to be submitted online in the e-tender portal i.e.
<http://eprocure.gov.in/eprocure/app>.

Note: Bids received by any other way of Post, Courier, Fax, Telex or Telegram or Email or in open condition shall not be considered.

7. **Pre-Bid Meeting** : **18.11.2022 (11 AM)** over MS Team. Link to join the Pre-Bid Meeting is provided under:

Link : [Click here to Join Pre-Bid Meeting](#)

[link is also given hereunder]

Note:

- **Bidders are requested to use their name and company name while joining the meeting.**
- Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.
- Prospective bidder(s) requiring any information or clarification of the Bidding Documents may notify NRL Official in writing over e-mail at least 01 day prior to scheduled date of pre-bid meeting. **Any Queries received after the above stipulated date will not be accepted.**
- Any modification of the Bidding Document, which may become necessary as a result of the bidder's query/ pre-bid discussion, shall be published in CPP Portal through the issue of an Addendum/ Amendment/ Corrigendum/ Clarifications.

Link for Pre-Bid Meeting:

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%2Fmeetup-join%2F19%3Ameeting_YjUxYmUxMTYtYzY2Mi00MjgxLTlhZDAtNzdmMjExNGE2NGRI%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522135b7fba-cc48-43b9-95ac-fce9085482a0%2522%252c%2522Oid%2522%253a%2522429b1392-83f9-4810-896a-81cf7c30fe82%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=6c1a8861-9138-41b9-bcea-b58c71e6dd0f&directDI=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

8. **Scope of Work and Supply:** The scope of work & supply of this work will be in accordance with the NIT, Technical Tender Document, Drawings, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (E-I-C).
9. **PRICE:** Firm rates should be quoted in the Online BOQ uploaded in Excel format.
10. **Priced Evaluation & Award Criteria:**

The tender items are non-splitable and evaluation will be done on '**Overall Lowest Offer Basis**'.

11. **Security Deposit:** Successful bidder has to submit Security deposit as per GCC of NRL.

*A sum of 3% of the accepted value of the tender or the actual value of work done whichever is applicable (due to any additional work or any other reasons) shall be deposited by the Contractor as Security Deposit. This may be deposited initially at 0.75 % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 2.25 % to be recovered from bill against work done. Alternatively, the Contractor may, at his option, deposit the full amount of 3% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract. CONTRACTOR can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form. Bank guarantee should be routed through SFMS platform. Relevant information are provided in **Annexure-XX***

12. **Defect Liability Period:** The defect liability period will be 12 (Twelve) months from the date of commissioning. Security Deposit shall be released after expiry of defect liability period.

13. **Terms of Payments :**

- For Supply of Materials (SOR Item-10 to 70): 30% of supply part shall be made within 30 days on receipt and acceptance of material at NRL Warehouse subject to acceptance of Assam IBR authority. Remaining 70% shall be released within 30 days of successful commissioning of the Boiler.
- For Services Part (SOR Item-80 & 90): 100% payment within 30 days of successful commissioning of the Boiler based on Certification by Engineer in charge (E-I-C), NRL.

Note: The above payments are subject to deductions towards security deposit, income tax and other recoveries as applicable as per terms of the contract.

An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.

14. **Price, Taxes, and Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of **all transportation cost, insurance charge, IBR inspection & testing charge, all taxes, duties, levies & all other charges, but exclusive of GST.** It is for the Bidder to assess and ascertain all above mentioned charges, taxes, duties, levies applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of above charges, taxes & duties which are based on Bidder's wrong assessment / interpretation of applicability of said charges, taxes & duties. Any variation(s), including statutory, in the charges, taxes & duties included in the quoted price, shall be to Bidder's account and Owner shall not be liable for the same.

The quoted price will be exclusive of GST. GST as applicable will be loaded extra by NRL on the quoted value.

14. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, penalty (monetary or otherwise) as deemed fit by the Engineer-In-Charge (E-I-C) will be levied as per the provisions in NRL GCC and provisions of the tender and the same shall be final and binding on the contractor.

15. **Other Terms and Conditions:**

- (a) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (b) Bids from consortium / joint venture shall not be considered.
- (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) **DGM (Mechanical Maintenance), NRL Numaligarh** shall be the Engineer-in-charge (E-I-C) of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (g) The General Conditions of Contract (GCC) of NRL will be applicable for this contract. The General Conditions of Contract of NRL is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → General Conditions of Contract and Annexures.
- (h) **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.**
- (i) No mobilization advance will be paid to the contractor for execution of this work.
- (j) 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.
- (k) 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 {Tenders -> Tender Manual -> Circular of Wages for Contract Workmen (New)}].
- (l) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 (ii) of GCC).
- (m) **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 8 of GCC).

- (n) 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

- (o) Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT- wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclone and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administration, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org .

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
 - ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
 - iii) Area liable to floods and Probable max. surge height
 - iv) Thunderstorms history
 - v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
 - vi) Landslides incidences with Annual rainfall normal
 - vii) District wise Probable Max. Precipitation
- (p) 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. All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 12.08.2021, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f. 12.08.2021) Link: https://www.nrl.co.in/upload/HolidayListingPolicy_12082021.pdf
- (q) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (r) **Contractors' Performance Evaluation:** NRL has adopted a dynamic performance monitoring /evaluation procedure for continuous monitoring and evaluation of contractors, to maintain their accountability and performance. A rating, based on performance shall be assigned for each work executed by a contractor. This rating shall be used in determining eligibility of the bidder in subsequent tenders issued by NRL (or by NRL authorized agencies / PMC / EPCM).

Following are the areas to be covered under continuous evaluation process:

1. Compliance of safety and housekeeping at worksite
2. Resource mobilization/delay in completion
3. Quality of works and documentation
4. Compliance of statutory / regulatory guidelines

Contractor whose performance is evaluated as Unsatisfactory based on pre-defined scoring criteria shall be debarred for 1 year from participating in NRL's tenders from the date of issuing notification by NRL.

Detailed Contractors' Performance Evaluation methodology is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Contractors' Performance Evaluation Procedure

Performance evaluation shall be applicable for the contract(s) to be awarded under this tender.

- (s) NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidders credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / original letter

of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

- (t) After issuance of order to the successful Bidder by NRL, NRL will return the EMD to all unsuccessful Bidders. The EMD submitted by successful Bidder will be returned after depositing Initial Security Deposit. Alternatively, EMD of successful bidder can also be converted to security deposit for due performance of the contract if the contractor so desires.
 - (u) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
 - (v) In case any bidder is found to be involved cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future.
 - (w) NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids without assigning any reason thereof.
 - (x) **Gate Pass System:** "SaraI Pravesha" is a platform developed by Numaligarh Refinery Ltd. for applying & issuing of smart card-based Photo Gate Pass required for entering Numaligarh Refinery premises. This is a web based application and web link is available on NRL web site (<https://www.nrl.co.in/>) under "Day to Day Applications" (Link: <https://www.nrl.co.in/icwcs/>). Any contractor, consultants, service provider, vendor who is required to deploy their employees, executives, workers, experts etc. at Numaligarh Refinery premises for execution of any work or training shall register in the "SaraI Pravesha" system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA / Work Order.
16. **ADDENDA/CORRIGENDA OF BIDDING DOCUMENT:** NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum/corrigendum during the bidding period or subsequent to receiving the bids. Any Addendum/corrigendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum/corrigendum duly signed and stamped in token of his acceptance.

The bidder must submit IT PAN No, GST registration Certificate and PF registration Certificate, ESI with their offer.

**CGM (Commercial)
Numaligarh Refinery Limited**

Contact Person: Prasanta Barman
Email ID: prasanta.barman@nrl.co.in
Mob: [9435351372](tel:9435351372)