

NOTICE INVITING TENDER

Contact Persons for this tender:

Name/Designation: Ms. Nilakshi Thakur; Chief Manager (Commercial)

E-mail ID: nilakshi.thakur@nrl.co.in

Mobile Number: 9435599859

Our Reference: Tender No. OC18000099/NT

06th January' 2023

Tender document for the job: Calibration of field instruments during RTA'23 (Group-A & Group-B).

The subject job involves calibration of Field Instruments used for measurement of critical process parameters of Refinery units and related to product quality & safety. Hence, there will be no relaxation pertaining to 'prior turnover' and 'prior experience / technical requirements' for MSE and 'Start Up' bidders in this tender. Pre-Qualifying Criteria (PQC) mentioned in this tender should be complied by all participating bidders.

Dear Sirs,

Online offers in **Two Part Bid** is invited from competent and experienced domestic (Indian) bidders by Numaligarh Refinery Ltd. for the work as detailed below:

1.	Groups	The subject job of Calibration of Field Instruments during RTA'23 is divided into the following 02 (two) groups/categories: 1) Group-A: Calibration of field instruments at Instrument Workshop - (Item 10). 2) Group-B: Calibration of field instruments at CDU/HCU Field Area (Near CCR) - (Item 20).						
2.	Earnest Money Deposit (EMD):	Bidders have to submit EMD for participating in respective group as below: <table><tr><td>Group-A :</td><td>Rs.33,000.00</td></tr><tr><td>Group-B :</td><td>Rs.26,000.00</td></tr><tr><td>Total for both Group-A and Group-B:</td><td>Rs.59,000.00</td></tr></table> Bidder shall have to submit EMD amount corresponding to EMD amounts for the groups opted by them. e.g, if the bidder opted for all groups then they have to submit total EMD amount of Rs.59,000.00 (Rupees Fifty Nine Thousand Only). <i>The EMD must be submitted online on the portal of HDFC Bank (refer instructions at ‘Annexure-XVI’ 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 opening.</i> <i>However, MSE bidders are exempted from submission of EMD. MSE bidders must upload UDYAM Registration Certificate (the registration must be for the items / category of items / services relevant to the tendered items / category of items / services, as explained in “Annexure-X”).</i>	Group-A :	Rs.33,000.00	Group-B :	Rs.26,000.00	Total for both Group-A and Group-B:	Rs.59,000.00
Group-A :	Rs.33,000.00							
Group-B :	Rs.26,000.00							
Total for both Group-A and Group-B:	Rs.59,000.00							

3.	Contract Period	Jobs shall be executed in shutdown (RTA) which is planned to start tentatively from 26th March 2023 and shall continue for around 4 weeks. However, the exact start date shall be informed to the Bidder at least 01 month in advance for site mobilization. Bidder to provide the rate validity of the work order up to 31/12/2023 from the date of placement of PO. However, the Bidder must deploy appropriate & sufficient manpower at site to complete the prescribed jobs within maximum 20 days from the date of handover of Instruments even though contract duration is 30 days, In case of deferment of the shutdown schedule due to plant operation requirement, the deferred schedule will be intimated to the successful bidder 1 month ahead of the new shutdown schedule. Following shall be noted: ➤ Contract Validity: shall be up to 31/12/2023 ➤ Contract Duration: 30 days from the date of handover at site.	
4.	Place of submission of Bid	Online in the e-tender portal i.e., http://eprocure.gov.in/eprocure/app . Bids received by any other way of Post, Courier, Fax, Telex or Telegram or Email or in open condition shall not be considered.	
5(a)	Online Bid & EMD Submission	Before 11.00 AM of 19-01-2023	Please also keep a track of the tender portal / NRL website for any subsequent corrigendum / extension notice.
5(b)	Bid Opening date & time	After 11.00 AM of 20-01-2023	
6.	Bidder queries, if any/Site Visit:	Latest by 12-01-2023 Queries raised after the above date may not be entertained by NRL.	
<u>CLARIFICATION OF BIDDING DOCUMENT:</u>			
1) Although the details presented in this Bidding document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings which have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood. 2) Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request information / clarification of the Bidding Document in writing through E-mail so as to reach office of NRL not later than 07 days prior to the last date for submission of bids mentioned above. NRL may respond in writing to any request for any information or clarification or query of the Bidding Document received up to that date. NRL's response, if any, to queries raised during this time (including an explanation of the query) including publishing in writing in the tender portal (without disclosing source of such query). 3) Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement. 4) Bidders are requested to resolve all their clarifications/queries to the Bidding Document before submission of bid and submit their bid in total compliance to Bidding Document without any deviation /stipulation /clarification /assumption. Accordingly, bidder must submit format for "Compliance to bid requirement" as per ANNEXURE-V duly sealed & signed along with Un-priced part of bid. 5) The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/Addendum. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, or for any reason at NRL's initiative, shall be published as a Corrigendum /Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid / submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/Addendum are liable to be rejected.			

	6) The bidder (s) or his designated representative, who have downloaded the bid document are invited to attend a PRE-BID MEETING (if applicable) as per the details given in the NIT. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage. Further, the minutes of the pre-bid meeting will form a part of the Tender and the bidder needs to submit the same duly signed & sealed. 7) Bidder is also advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Any loss to the property /life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep NRL indemnified from any legal consequences arising there from.
7.	Date & Time of Pre Bid Meeting / Venue / Contact persons: A pre-bid meeting cum site visit is desirable. This is highly recommended for better understanding of the proposal. Bidders are requested to post their queries at least one day prior to the pre-bid meeting and also queries can be raised during the meeting. NRL at its discretion may not respond to any techno-commercial query post pre-bid meeting. Time & Date: At 11.00 AM of 12-01-2023 Mode: Pre bid meeting shall be held over video conferencing through Microsoft Teams as per the following details: Link for Microsoft teams for the pre bid meet is provided below. <i>You will be required to install Microsoft Teams.</i> <u>Click here to join the meeting</u> We can also share the link on request. Please send us a mail for sharing the link to nilakshi.thakur@nrl.co.in; m.sarma@nrl.co.in; madhu.k.dyavanapelly@nrl.co.in Note: Attending pre-bid meeting is not mandatory. The minutes of "Pre-bid discussion" shall be uploaded in the portal within a day after the said pre-bid discussion. This minute shall form a part of the Tender and the bidder needs to submit the same duly signed & sealed.

8. **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>. Kindly refer **“instructions” provided in the NIT** for the detailed **Bid Submission** procedure.

For any assistance, please contact the following nos. / mail ID:

Mr. Dhiraj Mohan Saikia,
Phone No 03776 – 265774,
E-mail: z_tender@nrl.co.in

For any issues/assistance, please contact CPPP helpdesk at 0120-4200462 / support-eproc@nic.in

Note to Bidder:

- i. **MSE bidders are required to submit UDYAM Registration Certificate as explained below in “Annexure-X” instead of the EMD.**
- ii. **NON MSE bidders are required to deposit “Earnest Money Deposit (EMD)” as explained below**

9. **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, Any other Documents, Drawings, Specifications referred in the tender and as per the direction of Engineer-in-charge.

10. **Rates:**

Firm rates should be quoted in figures in the **Bill of Quantity (BOQ) uploaded with this tender in excel format.**

NOTE: Firm rate should be quoted in figures in the Bill of Quantity (BOQ) provided as BoQ_.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_.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 the downloaded priced bid template in any manner.** In case if the same is found to be tampered/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.

Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rate (SOR)' but is required to complete the work which could be reasonably implied/ inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract (SCC), Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document. Bidders are therefore advised to get themselves acclimatized with the site conditions before quoting.

Post priced bid opening, NRL at its discretion, may ask for a detailed rate analysis from the bidder(s) to ensure understanding of the scope of work by the bidder and for considering the reasonableness and workability of their quote.

Variation of quoted rate(s)/price(s) shall NOT be allowed on any account after due date & time of submission of offer.

Prices quoted by the bidder, shall remain firm, fixed and valid till completion of the contract. *However, in case of any revision of labour wages by NRL / Original Statutory Authority whose rates were referred in the NIT, NRL may enhance labour wage related rates, if applicable as per the relevant wage revision circular for that work location and as per conditions pre-defined in the tender document. NRL's decision w.r.t. any enhancement in labour wage related rates against a particular contract shall be final & binding.*

11. **Mode of Tender Evaluation:**

- There will be two (02) groups/categories i.e., Group-A and Group-B and bidder will have the option to participate for Group-A, or Group-B, or both Groups-A & B. Bidder has to indicate the same in the **TABLE** provided below. In case this Annexure is submitted blank, it will be deemed that bidder has opted for both groups.
- Separate BOQs for each of the group/category (Group-A, Group-B) are available with tender on CPP portal so that bidders can quote accordingly.
- For qualification in more than one group, sum of PQC value for individual groups have to be met by such bidder opting for more than one group. Technically and commercially acceptable L1 bidder for each category / group (Group-A, Group-B) shall be considered for placement of order for that group. **Bidder has to quote for all items**

of a particular group as per BOQ, otherwise their offer shall not be considered for evaluation for that group. In any case, partial purchase order shall not be placed.

- **Bidder(s) to note that jobs against all categories (Group-A and Group-B) shall be carried out in parallel during RTA'23 (referred shutdown period).**
- In case more than one agency becomes L1, then discount on the quoted price will be obtained from the L1 bidders in sealed envelopes (**only if the quoted L1 value is not deemed to be on lower side**). The sealed envelopes will be opened in presence of the L1 bidders on a pre-determined date. The bidder offering the highest discount shall be considered as the successful bidder.
- Even after the above exercise, if more than one agency remains at L1 (**or the originally quoted L1 value is deemed to be on the lower side; and any further discount is felt to lead to unworkable situation**) then lottery will be conducted to determine the successful bidders without asking for further/any discount.

TABLE:

I / WE WISH TO PARTICIPATE IN THE FOLLOWING GROUPS UNDER THIS TENDER:-

GROUP NUMBER	Whether participated (bidders to fill) Yes / No
Group-A	
Group-B	
<i>Above portion of this document, if left blank/unfilled, would mean that bidder has participated for both groups.</i>	

12. **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

13. **Defect Liability Period:**

There will be no defect liability period for this contract.

14. **Measurement of work:**

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

15. **Terms of payment:**

Pro-rata basis, on submission of invoice against item wise actual completion of quantity certified by NRL's Engineer-In-Charge and subject to receipt of calibration certificates.

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 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.

Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.20 crores to Rs.10 crores, which will be effective from 1st Oct'2022. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-complied invoices shall not be accepted for further processing.

For payment administration or issues related to clearance of Tax Invoices, contractors/suppliers may send their request / query etc. to the e-mail ID: livdesk@nrl.co.in

16. Price, Taxes, Duties:

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices including all taxes. It is for the Bidder to assess and ascertain the rate of above taxes & duties applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of above taxes & duties which are based on Bidder's wrong assessment / interpretation of applicability of said taxes & duties.

However, GST as applicable will be loaded extra by NRL on the quoted value.

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

If there is delay beyond contractual completion period for reasons attributable to Contractor, any increase in taxes & duties will be borne by the Contractor and any decrease shall be passed on to Owner.

17. 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.

18. 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) **Chief Manager (Instrumentation), NRL Site, Numaligarh** 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) **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 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
- (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 [Tenders -> Tender Download Manuals -> Circular of Wages for Contract Workmen (New)].**
- (m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 of GCC).
- (n) **The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract**, wherever applicable. (Refer clause 8 of GCC).
- (o) 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

- (p) **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
- (q) 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)
- (r) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (s) **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.

- (t) **Recovery rate of materials issued to contractor on chargeable basis:** Generally in NRL contracts, scope of supply of all materials, tools & tackles, equipment, machineries and labour is entirely kept under the contractor. However, in the interest of expediting the work NRL may supply cement and reinforcement bars to the contractor on chargeable basis on their request and subject to availability at NRL. In such case the contractor has to lift the materials from NRL's warehouse in Refinery premises and transport to the worksite at his own cost.
Wherever materials are issued to contractor on chargeable basis, NRL shall recover the landed cost of the materials (as per rates of latest executed NRL PO, at the time of issuance of materials) plus 15% overhead and applicable GST from contractors RA bills or any other dues.
- (u) **Gate Pass System:** "Saral Pravesh" 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 "Saral Pravesh" system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA / Work Order.
- (v) **Trade Receivables Discounting System (TReDS):** Interested bidders are requested to on-board their firm in the TReDS platform and may communicate to NRL in order to avail the facilities that the portal provides.

The bidders are advised to submit IT PAN No, GST registration Certificate, PF & ESI registration Certificate with their offer.

For CGM (Commercial)
Numaligarh Refinery Limited

Ms. Nilakshi Thakur
Chief Manager (Commercial)
Numaligarh Refinery Limited
Email: nilakshi.thakur@nrl.co.in

All Business Partners are requested to register in GeM through their Local (State) Business Facilitator following the link mentioned as below:-

<https://gem.gov.in/training/facilitators>
