

NOTICE INVITING TENDER

Contact Persons for this tender:

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Our Reference: Tender No. **OC04000276**

Date: 10.04.2024

Tender document for the job:- Periodic drain cleaning, jungle cutting and other Miscellaneous housekeeping jobs at NRL Site.(Group A & B)

The subject job falls under the category of public safety, health etc. Hence, there will be no relaxation pertaining to 'prior turnover' and 'prior experience / technical requirements' for MSE and 'Start Up' bidders in this tender.

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.	Earnest Money Deposit	Rs.3,35,000.00. (Rupees Three Lakh Thirty-Five Thousand only) [#] <i>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 accepted.</i> <i>However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload valid MSE registration certificate (as explained in Annexure-X), instead of the EMD deposit receipt, with the bid. Start-ups, as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD. Valid start-up certification in lieu of the EMD deposit receipt should be uploaded with the bid.</i>	
2.	Contract Period	12 months from the date of site handover.	
3.	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 etc. shall not be considered.	
4(a)	Online Bid & EMD Submission:	Before 11.00 AM of 24.04.2024	Please also keep a track of the tender portal / NRL website for any subsequent corrigendum / extension notice.
4(b)	Bid Opening date & time	After 11.00 AM of 25.04.2024	
5	Bidder queries, if any / Site Visit:	Latest by 17.04.2024 Queries raised after the above date may not be entertained by NRL.	
CLARIFICATION OF BIDDING DOCUMENT 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. Clarification on bidding conditions: a) Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, ambiguity, 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.			

	(b) Where there is disqualification of bidder on non-meeting techno-commercial requirement bidder may submit any representation within 48 hours from the date of uploading technical recommendation (TR). NRL may respond in writing to any request for any information or clarification or query on the bidding conditions, bidding process and/or rejection of its bid - directly to the concerned bidder or by publishing in the e-tendering portal - depending on the nature & content of the information/clarification sought. 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. 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.	
6	Date & Time of Pre Bid Meeting / Venue / Contact persons:	Not applicable for this tender

7. **Submission of Bid:** Being an e-tender the bid has 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 **Bid Submission** procedure.

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

8. **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.
9. **Rates:**
This is a partial price display tender. Refer Schedule of Rates for details.

A) SOR Item 1 to 4: MANPOWER ITEMS WITH DISPLAYED ESTIMATES:

Sl. nos. 1 to 4; TOTAL DISPLAYED AMOUNT = Rs.1,27,69,692.46

These estimates are **for one Group** and are based on manpower rates of NRL are displayed in the SOR and do not include profit/overheads. So, a common percentage (overhead above the displayed estimate) should be

quoted in the **Bill of Quantity (BOQ)** uploaded with this tender in excel format. **Percentage quote below (+5%) and above (+15%) of SOR rates are not allowed.**

B) SOR Item 5 to 11: REIMBURSEMENT ITEMS:

These items are NOT REQUIRED TO BE QUOTED by bidders. NRL will keep additional provision for reimbursement for these items.

NOTE: Firm rate should be quoted in figures in the Bill of Quantity (BOQ) provided as BoQ_OC04000276.xls along with this tender document at <http://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_OC04000276.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, offer 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.*

10. Mode of tender evaluation:

- This is a common tender document for 02 identical & equal groups i.e., Group A and Group B, with the same SOR items, SOR quantities and estimated value.
- Job shall be awarded on overall L1 basis and complete order for one group shall be placed on a single agency.
- A bidder will be technically qualified for both of the groups if he / she satisfies the common Pre-Qualification Criteria.
- Only one contract (one group) will be awarded to one bidder.
- Job shall be awarded on L1 basis.
 - First Group A will be awarded.

In case of more than one L1 bidder, discount on the quoted price will be obtained from the L1 bidders in sealed envelopes (**only if the quoted percentage is not equal to minimum allowable percentage**). 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 percentage is equal to minimum allowable percentage**) then lottery will be conducted to determine the successful agency without asking for further/any discount.

Bids of the successful agency will be ignored (not considered) for the subsequent group, i.e. Group B.

- Thereafter, L2 bidder will be given the opportunity to accept the finalized rate of the L1 bidder. If he agrees, he will be considered for Group B. If he does not agree, next lowest bidder(s) i.e., L3, L4 etc. will be similarly approached one by one.

It may also be decided that in case the L1 agency selected through lottery refuses or fails to execute the job, the job (or balance part of the job) may be subsequently offered to any of the other L1 agencies (not selected for award so far), adopting appropriate selection process by NRL like lottery among the remaining interested agencies.

- In case of “refusal”, subsequent award to next eligible agency shall be done within original or extended offer validity.
- In case of “failure”, unexecuted quantities shall be offered to the next eligible agency within maximum one year from the original date of award.

Defaulting supplier/contractor shall be subject to penalties as per procedure.

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

A sum of Ten percent (3%) of the accepted value of the tender shall be deposited by the CONTRACTOR as Security Deposit with the OWNER (NRL). This may be deposited initially at two and half percent (.75%) of the value of CONTRACT (referred as Initial Security Deposit) within Twenty one (21) days of receipt by him of the Work Order / LOA and the balance Seven and half percent (2.25%) will be recovered in instalments through deductions at the rate of Ten percent (3%) of the value of each running account bill till total Security Deposit amount is collected, after which no further deductions from Bills will be made on this account.

Alternatively, the contractor may, at his option, deposit the full amount of Ten percent (3%) of the accepted value of the Tender towards the Security Deposit within Twenty one (21) days of receipt by him of the Work Order / LOA. contractor can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form.

Please refer GCC for further details w.r.t. security deposit.

Bank guarantee should be routed through SFMS platform. Relevant information are provided in Annexure-XX

12. **Defect Liability Period:** Not applicable for this tender

13. **Measurement of work:**

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

14. **Terms of payment:** Payment will be made against work done through **RA Bills**.

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, effective from 1st Oct'2022. Govt. has further reduced the threshold aggregate turnover for applicability of E-invoicing to Rs.5 Crores from 1st August 2023 onwards. 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

15. 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.

16. 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.

17. 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) **SM (Civil Maintenance), 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 (or digitally sign the filled-in bid document file) before submission of the tender. All requisite supporting documents should be enclosed. 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 - 2023
- (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 -> 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).

It may be noted that labour license is required from the contractor only when there is requirement for deployment of 20 (twenty) or more workers or where there is possibility of increase in number of workers to twenty or more during the contract period.

- (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) All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 07.11.2022, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f. 07.11.2023). It may be noted that NRL's policy for holiday listing/ banning/ debarring of contractors/ suppliers, as prevailing on the date of issue of the show-cause notice, shall be applicable. For updated holiday listing policy, the NRL website www.nrl.co.in shall be referred.
- (q) **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.

- (r) **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.

- (s) **Gate Pass System:** "Sara! 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 "Sara! Pravesha" system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA / Work Order.
- (t) **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.
- (u) **Integrity Pact:** All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid of estimated value of Rs. 1 Crore and above not accompanied by Integrity Pact duly signed by the bidder or the bidder not agreeing to submit a copy of the signed integrity pact shall be considered to be a non-responsive bid and shall be rejected. In case any bidder

who has signed the integrity pact and subsequently makes any transgression of this code, the bidder is liable for punitive actions such as cancellation of contracts, banning and blacklisting and so on.

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

Jyotishman Kakoty, SM(Comm)

“ 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> ”
