

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



**TENDER DOCUMENT
FOR**

**Service Contract for emergency jobs in offsite area in view of ensuing
monsoon (COMM/C26/6471)**

Tender No. OC26000093/NIR dtd. 13.04.2019

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:

Ms. N. Das; CM (Commercial)

Numaligarh Refinery Limited

Phone : 03776-265498; E-mail ID: nirmali.das@nrl.co.in

Our Tender No. OC26000093/NIR DTD. 13.04.2019

Date: 13.04.2019

Job: - Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

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** : **Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).**
2. **Earnest Money Deposit** : **Rs. 8,000.00** (Rupees eight thousand only)
(**The EMD must be submitted on line within 06.05.2019. 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 Udyog Aadhaar Memorandum (UAM) or EM-Part-II certificate any one with the technical bid.
3. **Contract Period** : 08 (eight) months.
4. **Online Bid Submission:** : **Before 11.00 AM of 06.05.2019**
5. **Bid Opening date & time** : **After 11.00 AM of 07.05.2019**
6. **Place of submission of Bid** : Online in the e-tender portal i.e.,
<http://eprocure.gov.in/eprocure/app>
7. **Date & Time of Pre bid Conference / Venue** : NA.
8. **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

9. Earnest Money Deposit:

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”. Pl. enter the tender ID as **OC26000093**.
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.

10. **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.

11. **Rate:**

- Rate should be quoted in figures in the Bill of Quantity uploaded in excel format in the e-tender portal i.e. **Priced bid**.

Evaluation criteria -

- The tender item is **non-splitable** and evaluation will be done on **overall lowest offer basis**.
- In case more than two agencies become L1, then discount on the quoted price will be obtained from the L1 bidders in sealed envelopes. The sealed envelopes will be opened in presence of the L1 bidders on a predetermined date.
- Even after the above exercise, if more than one agency remains at L1 then lottery will be conducted to determine the L1 position.

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

13. **Defect Liability Period:** Not Applicable

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:**

- Payment will be made against submission of RA bill and on certification of bill by Engineer-in-charge.

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

16. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices. GST as applicable will be extra on the contract value.

17. **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 05% of the contract value 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 (OPRNS - ETP&OMS), Effluent Treatment Plant, 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, GST, PF & ESI registration Certificate with their offer.

**GM (Commercial),I/c
Numaligarh Refinery Limited**

PRE-QUALIFICATION CRITERIA

Name of Work: Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

Technical Requirements:

- Contractor should have experience in Maintenance Nature of Job/ upkeepment Nature of job inside Hazardous continuous process industry.

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. 7.80 L
- Two similar works costing not less than= Rs.6.24 L each and
- Three similar works costing not less than=Rs.4.68 L each

***Similar Works:** *Experience of Maintenance Nature of Job/ upkeepment Nature of job inside Hazardous continuous process industry.*

AVERAGE ANNUAL TURNOVER

During the last 3 years, ending 31st March of the previous financial year shall be at least **Rs. 4.68 Lakh.**

ADDITIONAL REQUIREMENT

Possession of Income Tax PAN No.; PF code, GST registration certificate, etc.

SPECIAL NOTE TO THE BIDDERS:

The above mentioned requirement of prior turnover and prior experience will be relaxed if the bidder is Micro and Small Enterprise or Startup and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

Documents to be submitted in support of 'Micro & Small' and 'Start Ups'

Apart from the documents listed above, bidders who are willing to avail the benefit of 'Micro & Small Enterprises' and 'Start Ups' are required to submit the following documents.

For availing the benefits of 'Micro & Small Enterprise'

- I. MSE bidder must submit a copy of **Udyog Aadhaar Memorandum OR EM-Part-II** certificate any one.
- 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.

-For details please refer **Annexure – X** of the tender document.

For availing the benefits of ‘Start Ups’

Bidder who intends to participate as ‘Start-up’ company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

OTHER REQUIREMENT:

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.

Service Contract for emergency jobs in offsite area

Name of Work: Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

In addition to the General Conditions of Contract (GCC) of NRL, the following Special Conditions of Contract (SCC) will be applicable against the contract

Part-I-Emergency job in Offsite

Brief Description of job:

OMS unit of refinery monitors and maintains storm water channel inside refinery .Water received during rain from different catchment zones of all units of refinery flows through this storm water channel. . The rain water passes through no of oil catchers in the refinery before being routed out of refinery. However it has been observed that during heavy rain traces of oil from different catchment zones of units gets carried over to the storm water channel.

Further, during very heavy rain due to upsurge of inflow in OWS and CRW system of ETP, both the system gets overloaded resulting in overflow in OWS and CRWS pits occasionally.This results in oil carry over in the storm water channel.

Oil carried over in storm water channel gets accumulated in the final oil catchers posing a potential threat of slipping outside refinery which is considered as an emergency situation. This oil is required to be collected on urgent basis.

Scope of work

-Assistance in recovery and cleaning in case of accidental oil and chemical spillage in any process unit, offsite area and flare area

-Jobs involving emergency preparedness like placement of mobile oil recovery unit, gunny bags, oil containment boom at different locations of storm water channel as per requirement, cleaning of vegetation of nearby area of storm water channel for easy access as per requirement, emergency de-choking of OWS and CRWS pits etc.

-Shifting of oily sludge/silt etc. to the designated place

Other condition of contract:

-Supply of tools and tackles like kudal, belsa with long handle, rope, bucket, empty gunny bags etc.

Part-II (REIMBURSIBLE ITEM)

ITEM NO. 10: Overtime for emergency Job: Handling of emergency jobs may extend beyond normal working hours. Availability of manpower resource at odd hours to be ensured within 1-2 hrs of notice time.

ITEM NO. 20: Contractor's contribution against PF

Contractor shall deposit the employee as well as employer's contribution against PF, EDLI and Adm. charges, for nos. of workers engaged, to statutory body, on monthly basis. He will submit the challan along with monthly wage sheet to EIC. Payment shall be made against the submission of the challan after verification by EIC.

ITEM NO. 30: Contractor's contribution against ESI.

Contractor shall deposit the employee as well as employer's contribution against ESI, for nos. of workers engaged, to statutory body, on monthly basis. He will submit the challan along with monthly wage sheet to EIC. Payment shall be made against the submission of the challan after verification by EIC

ITEM NO. 40: Providing PPE for the workers.

It includes following items:

- (i) Contractor shall provide boiler suits 1 pc , for all his workers. Providing Boiler Suits for workers with following spec. : Medium/Large small 2t.made of 100% cotton fabric , GSQ not less than 200 Gram, Count 20x20 and Rid and pick108x56 as per NRL supplied material having the following : - Metallic Chain st108x56 a having the following : - Metallic Chain starting below the waist going up to neck with double zip. - Two front covered pockets(15cmx 16.5 cm) at chest with metallic chain./ - Two down pockets near waist with side openings. - one box type back pockets. - Elbow and knee guards. - Two side openings near side pockets to be provided to facilitate use of inner trousers. - Two flaps on shoulder on both sides of neck. Colour Green . Embroidery Back Side : Operation department
- (ii) Contractor shall provide safety shoes one pair, for all his workers. Providing Safety shoes for workers with following spec.: Size-5/6/7/8/9 with ankle protection. The safety shoe should be of black color. The shoe must have BIS marked {IS-15298(part I & part II)} . The shoe must confirm to IS 15298. The safety shoe should also possess the following properties. (a) Oil, grease and chemical resistant injection molded PU sole with double density (b)Collar Cushion (c)Fully leather lined with steel toe cap (d)Shoe sole to be antiskid and to provide adequate insulation (e)The shoe shall be provided with lace of flat black/brown (f) No nail shall be used. Color Black
- (iii) Contractor shall provide safety helmet one number, for all his workers. Providing Safety Helmet for workers with following spec :Made of HDPE complete with4 point stag-on-suspension (adjustable head band), Color - Blue, & non-elastic nylon chin strap with buckle for adjustment. Helmet shall have IS: 2925-84 marked. Color Blue
- (iv) Contractor shall provide hand gloves one pair per week, for all his workers. Providing hand gloves for workers with following spec.100% seamless knitted hand gloves with dot in one side.

ITEM: 50 PROVIDING TOOLS AND TACKLES

Contractor shall purchase and provide various tools& tackle Party to arrange tools and tackles for effective cleaning of the manholes. EIC should be consulted to understand the cleaning procedure. Party should arrange mechanism for shifting of oily sludge/silt. Excavator /trolley, dumper etc. to be arranged by the party

I. Pre-qualification criteria:

1. Contractor should have experience in Maintenance Nature of Job/ upkeepment Nature of job inside Hazardous continuous process industry.

J. Job related conditions:

1. Worker should be able to read at least local language with suitable experience.
2. The list of workers is to be provided in the following format with photo copies of certificate of experience certificate from earlier employer /contractor.
 - a) Sl. No
 - b) Name and Designation
 - c) Qualification and Certificates
 - d) Experience
3. The worker engaged should have valid gate pass against the awarded Work Order no. only.
4. All working persons must use the PPE/safety gadgets as per the job requirement. Without PPE no person will be allowed to work inside the refinery premises. Contractor must ensure that required PPE has been provided to for all his workmen, on daily basis, as required. No Worker will be allowed to work without necessary PPE required as per the nature of job. Each worker has to be equipped with PPEs e.g. helmet, safety shoe, and boiler suit and cotton hand gloves.
5. The contractor will have to abide by all safety and statutory regulation prevailing inside the refinery premises
6. Official duty time will be as per general duty hours. Contractor may fix duty time of each Worker accordingly. Duty time should be 08 (Eight) Hours excluding Lunch Break. Lunch Break should be provided. Lunch Break should be maximum 01 (One) Hour and minimum 40 (Forty) Minutes.

K. Other terms and conditions:

1. Provident Fund
 - (i) 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. The contractor should submit system generated ECR, deposit challan, acknowledgement slip along with bill. No bills will be processed without above documents.
 - (ii) Contractor should not quote for PF.
2. ESI Fund
 - a) Contractor should register in ESI after getting the firmed Work Order.
 - b) 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 the register should be submitted along with the Challan for the reimbursement. No bills will be processed without above documents.
 - c) Contractor should not quote for ESI
3. Safety Items
 - a) Contractor should not quote for the safety items. Materials should be as per specification otherwise it will be rejected. Contractor has to supply with proper Challan & CISF gate pass entry and inspection will be done at E-I-C. Every bona-fide worker against the particular contract should get the PPE as per spec. The number of PPE supplied will be reimbursed to the contractor as per quoted rate.
 - b) Tools and Tackles : Tools and Tackles should not be quoted. Contractor has to supply following items in regular interval as per direction of EIC or his representative

L GENERAL

1. Payment shall be made against the work done based on certification made for payment by engineer in - charge.
2. Contractor has to maintain a wage sheet in standard format and wage to be paid within 10 th day of Every month to each bonafide worker.
3. However no bills will be processed without submission of required documents against wage, PF and ESI fund as mentioned above.

M. Documents to be submitted along with the RA bills for processing:

1. Wage Sheet.
2. Proof of PF as mentioned in PF column of above.
3. Proof of ESI as mentioned in ESI column

Further break up of the payment terms if deemed necessary shall be decided by EIC. The above payment terms are subject to deductions towards security deposit, income tax and other recoveries as appropriate as per the terms of the contract.

Contractual period: Contractual period of the contract is 8 months starting from the date hand over of site.

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

Name of Bidder :

Sl.No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual compln. time in months	Year of Compln.	Remarks

(SIGNATURE OF BIDDER)

ANNEXURE-II

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

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)

COMPLIANCE TO BID REQUIREMENTS

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

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 - IV

BID VALIDITY

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

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 : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

Name of Bidder :

Sl. No	Financial Year	Turnover
1	2015-2016*	
2	2016-2017	
3	2017-2018	
4	2018-2019	

Copy (ies) of audited Trading & P/L accounts of respective years to be provided

** (Turnover for FY 2015-2016 shall be considered in absence of supporting documents for FY 2018-2019)*

(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 GST Registration Certificate	:	☐
6. Equipment proposed for deployment as per tender requirement (with supporting documents, if any)	:	☐
7. Organogram with qualification and experience of the personnel to be deployed at site	:	☐
8. Details of concurrent commitment.	:	☐
9. Copy of PAN card.	:	☐
10. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you	:	☐
11. Compliance to the requirement of bidding document	:	☐
12. Copy of Audited Trading and profit & loss accounts as proof of turnover.	:	☐
13. 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 : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

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. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
06. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
08. GST Tax Registration No. :
(Please furnish the copy of GST
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 :

Annexure -A

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

110.0 ARBITRATION:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- (b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or Company, as the case may be.
- (c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.
- (d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- (e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-

enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.

- (f) The party(ies) 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(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.
- (g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties.
- (h) The parties hereby agree that, unless the Arbitration and Conciliation Act,1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties):

As per Government guidelines / circulars, etc prevailing at the time of reference of the disputes.

JURISDICTION

All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat only.

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

PROFORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

We hereby declare that we are not currently serving any holiday listing orders issued by NRL or MOPNG debarring us from carrying on business dealings with NRL / MOPNG or serving a banning order by another Oil PSE.

It is understood that any wrong declaration in this context shall make my agency / company liable for action under Holiday Listing procedure of NRL.

Date:

Authorized Signatory

Place:

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 GST.

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)

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

Tender No. : OC26000093/NIR DTD. 13.04.2019

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”.

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:

MSE bidder has to mandatorily submit copy of MSE registration document (i.e. Udyog Adhaar Memorandum (UAM) or Entrepreneurs Memorandum (EM Part-II)) from any of the following body :-

- 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
 - Udyog Adhaar Acknowledgment / Udyog Adhaar Memorandum issued by MoMSME
 - Any other body specified by the Ministry of MSME (MoMSME)
- (i) If the bidder fails to submit MSE registration certificate mentioned above in the original tender, the bidder shall not be considered for evaluation as MSE.
- (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.

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),I/c.

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:

- 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.

In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity)

- 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 spirit 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.



NUMALIGARH REFINERY LIMITED

Name of Work : Service Contract for emergency jobs in offsite area in view of ensuing monsoon (COMM/C26/6471).

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ADDITIONAL CONDITION OF THE TENDER:

The requirement of Prior Turnover and Prior Experience (if any, indicated in the tender document) will be relaxed if the bidder is Micro and Small Enterprise (MSE) or Startup and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

This relaxation of prior turnover and prior experience will not be applicable for items related to public safety, health, critical security operation and equipment etc.

Supporting documents for MSE bidders:

- (i) Udyog Aadhaar Memorandum OR EM-Part-II wherein bidder is registered as 'Micro/ Small Enterprise'.
- (ii) The MSE registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

Supporting documents for Startup:

- (i) Bidder who intends to participate as 'Start-up' company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

Note: Above supporting documents are required to be uploaded by bidder along with un-priced bid only. It is the responsibility of the bidder to upload the above supporting documents along with their un-priced techno-commercial bid for availing relaxation on Prior Turnover and Prior Experience (if applicable in this tender). In case of non-receipt of above documents along with bidder's un-priced bid, no further communication in this regard will be carried out to ascertain bidder's qualification as 'MSE bidder/ Startup' and relaxation on Prior Turnover and Prior Experience (if applicable in this tender) under the above mentioned additional condition will not be passed on to bidder.

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POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

MOP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

NRL reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) as specified in the Table below.

Items	Local Content (%)		
	2017-18	2018-19	2020-22
Service Contract	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (Others)	30%	35%	40%

The Policy shall be implemented in the following manner:

- a) In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b) In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- c) In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d) In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- f) The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP - 2012) from MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:

i) The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC 2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, his offer would be evaluated considering PPP-2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the detail of LC in his offer and this LC meets the stipulated LC criteria).

ii) In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.

g) In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.

h) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under :

- MSE bidder (PPP-2012)
- PP-LC complied bidder (PP - LC)

Examples of Purchase Preference

Non divisible item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him; otherwise option for matching the L1 price shall be given to L2 bidder (PP-LC)

Divisible Item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC) Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

i) In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.

j) In case lowest bidder is a PP-LC bidder purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.

k) Certification of Local Content

Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, services or EPC contracts as under:

At bidding stage

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.

The bidder claiming the PP-LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

☐ ☐ Where the total quoted value is less than INR 5 Crore –

The LC content shall be self assessed and certified by the authorized signatory of the bidder signing the bid.

☐ ☐ Where the total quoted value is INR 5 Crore or above –

i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.

ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm in case of a partnership firm.

iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country, where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

1. Sample formats for calculation of LC are given below as Table 1 (for Supply Contracts), Table 2 (for Service Contract), Table 3 [for EPC Contracts (Others)] .

2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost; factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same. However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

After award of contract:

- Where the estimated value is less than INR 5 Crore:

The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder

- Estimated value is INR 5 Crore or above:

Supplier shall provide the necessary local content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

Failure of bidder in complying with the local content post award:

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company:

- a. Pre-determined penalty @ 10% of total contract value
- b. Banning business with the supplier/contractor for a period of one year.

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

Purchase Preference in case where Negotiation is also required:

In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or LC complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

Table 1: CALCULATION OF LOCAL CONTENT – SUPPLY CONTRACTS (GOODS)

Name of Manufacturer	Calculation of manufacturer Cost per ne unit of Product			
Cost Component	Cost (Domestic Component)	Cost (Imported Content)	Cost Total Rs./US\$	% Domestic Component
	a	b	c = a+b	d = a/c
I. Direct Material Cost				
II. Direct Labour Cost				
III. Factory Overhead				
IV. Total Production Cost				

Note :

$$\% \text{ LC Goods} = \frac{\text{Total Cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total Domestic component cost (IV.a)}}{\text{Total cost (IV,c)}} \times 100$$

Table 2: CALCULATION OF LOCAL CONTENT – SERVICE CONTRACTS

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			Cost Summary				
			Domestic	Imported Rs./US\$	Total	LC	
						%	Rs./US\$
			b	c	d	e=b/d	f=d X e
A	Cost Component						
	I. Material Used Cost	Rs. US\$					
	II. Personnel & Consultant Cost	Rs. US\$					
	III Other services cost	Rs. US\$					
	IV Total Cost (I to IV)	Rs. US\$					
B	Taxes and Duties	Rs. US\$					
C	Total Quoted Price	Rs. US\$					

$$\% \text{ LC Service} = \frac{\text{Total Cost (A. IV.d) - Total imported component cost (A. IV.c)}}{\text{Total cost (A. IV.d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV.b)}}{\text{Total cost (A. IV.d)}} \times 100$$

Table 3: CALCULATION OF LOCAL CONTENT – EPC (GOODS & SERVICES)

A	Cost Component (Rs./US\$)	Cost Summary				
		Domestic	Imported Rs./US\$	Total	LC	
					%	Rs./US\$
		b	c	d	e=b/d	f=d X e
I	GOODS					
1	Material used cost					
2	Equipment cost					
3	Sub Total I					
II	SERVICES					
1	Personnel & Consultant Cost					
2	Equipment & Work Facility Cost					
3	Construction/Fabrication Cost					
4	Other Services Cost etc.					
5	Sub Total II					
III	TOTAL COST OF GOODS + SERVICES					
B	Non Cost Component					
C	Total Quoted Price					

$$\% \text{ LC Combination} = \frac{\text{Total domestic component cost of goods (A.I.3.b) + Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A. III .d)}}$$

Above tender clause to be incorporated in all new tenders with immediate effect

Sd/-
General Manager (Commercial),I/c