



**NUMALIGARH REFINERY
LIMITED**

A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

FOR

Painting of tanks at Refinery (Group-II);
Tender No. OC19000213

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:

Sri Abinas bora; AM (Commercial)
Numaligarh Refinery Limited
Tel: +91(0) 3776 265487; E-mail ID: <mailto:abinas.bora@nrl.co.in>

Ref.: OC19000213

Date: 26.08.2016

Sub: Painting of tanks at Refinery (Group-II); **(Tender No.: OC19000213).**

Dear Sirs,

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

1. **Name of the work** : **Painting of tanks at Refinery (Group-II);**
2. **Earnest Money Deposit** : Rs.44,000/-
3. **Contract Period** : 300 working days from the date of handing over of site.
4. **Bid submission end date online:** Up to 11 AM on **14-09-2016**
5. **Bid opening date** : After 11 AM on **15-09-2016**
6. **Place of submission of bid** : **At e-tender portal i.e. <https://eprocure.gov.in/eprocure/app>.**
7. **Submission of Bid:**

Being an e-tender the bid has to be submitted online in the e-tender portal i.e. **<https://eprocure.gov.in/eprocure/app>**. Kindly refer **Appendix-A** for the detailed procedure.

The Techno- Commercial Bid & Price Bid needs to be submitted online.

For any assistance, please contact the following person:

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

All corrections and alterations in the entries of tender paper shall be signed in full by the tenderer with date. No erasures or over writing are permissible.

8. **Earnest Money:**

The bidder shall deposit Earnest Money Deposit in the **online portal through the link <https://easypay.axisbank.co.in/nrl> i.e. within 13-09-2016 at 11.00 hrs.** Please note that EMD amount only in **online mode is acceptable** and no other mode i.e. offline or hard copy is not acceptable.

Procedure or Process for Online Submission of EMD:

- (i) 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".

- (ii) The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
- (iii) The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.
- (iv) 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.
- (v) The Bidder is then required to enter verification code as displayed in the web page and click on the option "Submit".
- (vi) The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).
- (vii) 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.
- (viii) 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.
- (ix) 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.
- (x) 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.
- (xi) 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.

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

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

10. **Rate:**

Rate should be quoted as per enclosed Schedule of **Rates in Online BOQ.**

Evaluation criteria:

- i) **The tender item is non-splitable and evaluation will be done on overall lowest offer basis. In case more than one agency becomes L1, the successful agency shall be decided through lottery.**

11. **Security deposit:**

Contractors have to submit Security deposit as per GCC of NRL.

A sum of 10% 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 2 ½ % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 7 ½ % to be recovered from bill against work done.

12. **Defect Liability Period:**

12 (Twelve) months

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 shall be made monthly RA bill against measurement of completed job based on submission of invoice and certification made for payment by Engineer- in-Charge.

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

15. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. **However, the quoted price will be exclusive of Service Tax. Service Tax as applicable will be loaded by NRL.**

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 Officer-in-charge 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) ***Short-listed Bidders not participating in the bid, should return the bid document immediately on receipt***, stating the reasons for non-participation in the 'REGRET FORM' enclosed, failing which tender may not be issued in the future to the bidder.
- (c) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (d) Variation in the value of the work will not vitiate the tender agreement.
- (e) 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.
- (f) 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.
- (g) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (h) **Mgr. (civil), NRL** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (i) 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.
- (j) **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.**
- (k) One authorized representative of the vendor/contractor may remain present during the tender opening on the due date, time and venue.

- (l) No escalation of contract value, in any form whatsoever will be entertained during the contract period.
- (m) For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer '**Circular of Wages for Contract Workmen**'. This circular is available at NRL Website www.nrl.co.in (**Tenders > Tender Manual** under heading "**Circular of Wages for Contract Workmen**").
- (n) No mobilization advance will be paid to the contractor for execution of this work.
- (o) 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).
- (p) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948**.
- (q) **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).
- (r) 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 Workman's Compensation Act.
 - (v) The Payment of Wages Act,
 - (vi) The Payment of Bonus Act,
 - (vii) The Employees Provident Fund & Misc. Provisions Act,
 - (viii) Family Pension Scheme,
 - (ix) 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.
- (s) 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.
- (t) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.

18. **AMENDMENT OF BIDDING DOCUMENT:**

- i. NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. Addendum shall be issued to only those bidders, who have been issued the Bidding Document or submitted acknowledgement cum consent letter as per the Performa enclosed in the Bidding Document.
- ii. In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

19. **TENDERS FROM MICRO AND SMALL ENTERPRISES (MSE):**

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. Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under.

A. Qualifying Criteria for MSEs Bidder:

- (i) MSE bidder must submit Notarized copy of MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the following body(or any other body specified by the Ministry of MSME)
 - National Small Industries Corporation (NSIC)
 - District industries Centers(DICs)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
- (ii) The MSE registration shall be valid as on date of placement of order
- (iii) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

B. 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.
- 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 polity for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

C. Exemption of Earnest Money Deposit (EMD) from MSEs Bidder:

- i) Tenders shall be provided free of cost and tender documents are downloadable from the Central Public Procurement Portal (CPP) <http://eprocure.gov.in/eprocure/app> or same can be obtained from the office of General Manager (Commercial & Legal)
- ii) MSE units qualifying as at (A) above shall be exempted from paying of EMD.

GM (Commercial & Legal)
Numaligarh Refinery Limited

PRE-QUALIFICATION CRITERIA

Name of Work: Painting of tanks at Refinery (Group-II);

Tender No. : OC19000213

QUALIFICATION REQUIREMENT: The bidders should meet the qualification as given below:

1. Experiences of executing contract value of **similar work*** completed during last 10 years ending last month i.e. 31.07.2016 as follows:
 - One completed similar work costing not less than **Rs.44.35 lakhs**, or
 - Two completed similar works costing not less than **Rs.35.48 lakhs** each, or
 - Three completed similar works costing not less than **Rs.26.61 Lakhs** each.

Similar work*: “Bidder should have experience in Industrial painting works on structures, Tanks, Stacks, Vessels of Refinery/Hydrocarbon / petrochemical / fertilizer process Units”.

Note: The bidder must submit copy(ies) of relevant Work Order(s) and Completion Certificate(s) along with the un-priced bid in support of the above criteria. The value of past experience shall be adjusted at a simple rate of 07% for every completed year (ending last day of the month i.e. 31.07.2016).

2. Contractor has to submit orgnaogram for mobilization of manpower and resources to carry out painting job simultaneously at two bigger diameter tanks. It is to be noted that more than 25 nos. of painter along with adequate nos. of helpers shall be required per day to meet the specified target as outlined in para 6.2 of SCC and organogram should include this prominently. The self declaration should also include their ability that they have sufficient scaffolding etc to cater the target mentioned in SCC.
3. Average Annual Turnover during last 3 years, ending 31st March of previous Financial Year: At least **Rs.26.61 lacs. The bidder must submit copy(ies) financial documents (certified by CA)- Trading and P/L account(s) along with the un-priced bid in support of the above criteria.**
4. Bidder should have following valid documents on the date of Closing of tender.
 - i. Provident Fund registration number.
 - ii. ESI certificates
 - iii. Income Tax PAN number.
 - iv. Service Tax registration number.

Supporting documents to be submitted along with the technical Bid.

Non fulfillment of all the above mention Technical & Commercial Qualifying criteria will lead to disqualification of bidder.

Offer will be considered only when NRL is satisfied with experience and capability of the tenderer to take up this work.

SPECIAL CONDITIONS OF CONTRACT

Name of Work: Painting of tanks at Refinery (Group-II);

Tender No. : OC19000213

PRE-QUALIFICATION CRITERIA:

- 1.1 A Similar work for this job shall be as follows: Tenderer should have experience in industrial painting works on Tank, Stack, Vessel OR piping and structures at Refinery /Petrochemical units.
- 1.2 Contractor has to submit orgnaogram for mobilization of manpower and resources to carry out painting job simultaneously at two or more tanks It is to be noted that more than 25 nos. of painter along with adequate nos. of helpers shall be required per day to meet the specified target as outlined in para 6.2 of SCC and organogram should include this prominently.

SCOPE OF WORK & TECHNICAL SPECIFICATION:

Scope of Work & Technical specifications shall be read in conjunction with the NRL Painting Manual.

- 1.3 Contractor has to mobilize minimum two different groups at two tanks (bigger diameters) respectively so that painting jobs are carried out simultaneously in all these two bigger diameter tanks.
- 1.4 The specification & Painting Manual (may be revised from time to time) defines the requirements for surface preparation, selection and application of paints, Colour Coding, Lettering on external surfaces of equipments, vessels, machinery, piping, ducts, steel structures, external & internal protection of storage tanks for all services, Stack, Heater with or without refractory lining and flare lines etc.
- 1.5 All activities including surface preparation, application of paints, physical and qualitative test of paint applied shall be inspected on random basis by NRL Inspector or authorized Inspection agency and shall be recorded. The contractor shall have to mobilize all quality assurance instruments and gadgets e.g. DFT meter, WFT meter, surface profile meter etc.
- 1.6 Contractor has to make his own arrangement for clearing the ground, vegetation, any short of fouling to carry out the painting jobs.

Extent of Works:

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

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

- a. All uninsulated CS & AS equipment like bare columns, vessels, LPG Sphere, drums, storage tanks, heat exchangers, pumps, compressors, electrical panels and motors etc.
- b. All uminsulated carbon and low alloy piping fittings and valves (including painting of identification marks), furnace, ducts and stacks etc.
- c. All items contained in a package units as necessary.
- d. All structural steel works, pipe structural steel supports, walkways, handrails, ladders, platforms, gratings etc.
- e. MS chimneys with or without refractory lining & Flare lines.
- f. All the Cable trays, Cable duct coverings, Canopys etc.
- g. Identification color bands on all piping as required including insulated aluminum clad, galvanized, SS and non ferrous piping.
- h. Identification lettering/numbering on all painted surfaces of equipment/piping insulated aluminum clad, galvanized, SS and non ferrous piping.
- i. Marking/Identification signs on painted surfaces of equipment/piping for Hazardous service.

- j. Insulation surfaces of equipments and pipes wherever required.
- k. Painting under insulation of carbon steel and stainless steel.
- l. Repair work of damaged pre erection/fabrication shop primer and weld joints at field.
- m. The entire cemented surface for RCC beam, column, slab, Fire Proofing etc.
- n. Internal painting of hydrocarbon tanks (ATF) with manual cleaning.

The following surfaces and materials shall not require painting:

- a. Uninsulated austenitic stainless steel
- b. Plastic and/or plastic coated materials.
- c. Non ferrous materials Aluminum.

2.0 SCOPE OF SUPPLY under the contractor :

- 2.1 The contractor shall have to deploy sufficient manpower & resources to take up the painting jobs at more than one work fronts simultaneously at two different tanks of largest diameter at Refinery as per the instruction of EIC .
- 2.2 Contractor shall arrange all the facilities, Steel Scaffolding, Paint, materials, **spray machines**, equipment, testing appliances, tools, tackles, Personnel Protective Equipment, etc., required for completing the work shall be procured and supplied by the contractor at his own cost. The scaffolding erected should only be removed after clearance of the department.
- 2.3 **Contractor shall seek approval from manufacturer from whom paints shall be purchased.**
- 2.4 Test Certificates & entry challan for painting materials have to be submitted for each lot before their use at site.
- 2.5 **The contractor shall have to depute one technically qualified engineer as site-in-charge** [Degree or diploma (with 02 yrs experience) in Civil Engineering] having adequate knowledge in industrial application of protective coatings. **For any absent of Engineer on the any working days at NRL site a deduction shall be made at the rate of 1.2 times of the skilled worker's wage applicable per day.**
- 2.6 **Dedicated supervisors should be deployed at each site/work front (tank).** Supervisors must be aware of industrial safety norms, permit system etc, apart from job specific technical competence and owner may decide to take interview to cross check competence level of such key personnel.
- 2.7 List of skilled technicians and documentary evidence of their qualification, experience, valid certificate etc. to be submitted on demand before starting critical nature of work or as decided by Engineer In-charge.
- 2.8 Management of work force in all respect including its availability, additional mobilization, gate passes , safety , security, ESI , PF , labour license , good conduct undertaking etc shall be sole responsibility of the contractor. Contractor shall mobilize sufficient manpower proportionate to volume of work assigned to them.
- 2.9 The contractor has to provide their contact telephone /Fax numbers, e-mail address etc. in their offer which shall be exercised for contacting them. The Contractor or his representative shall report at site for daily coordination of works with the department.
- 2.10 Contractor shall have to execute the job as per priority set by EIC/ his representatives.
- 2.11 Some equipment may not be possible to hand over for painting during operating condition; however those shall be completed during opportunity.
- 2.12 Contractor shall arrange for Quality Inspector from the Paint manufacturer on regular basis or as instructed by EIC without additional cost to NRL.
- 2.13 Work has to be executed in any location, height and position, day and time.
- 2.14 Contractor has to arrange personal protective appliances for own people.
- 2.15 For emergency requirement, additional mobilization has to be arranged on crash basis.
- 2.16 Assigned activity must be completed, as per stipulated completion schedule and in the event of impending delay, advance permission has to be obtained from Engineer in-charge.

- 2.17 Following activities will be attributable for completion of any work as and if applicable:
- i. Return of safety permit / work instruction (where applicable).
 - ii. Return of temporary facility / equipment mobilized for the work including fire protection apparatus etc.
 - iii. Submission of completion status to Engineer in Charge for detail activity pertaining to the work executed.
- 2.18 Following materials will be organized by contractors:
- i. All facilities for handling of materials like trolley, cart etc.
 - ii. All tools and tackles, machinery.
 - iii. All materials required for scaffolding.
 - iv. All personal protective appliances for own personnel.

3.0 WATER & POWER:

- 3.1 Water & power will be given to the contractor free of cost

4.0 WORK SCHEDULE:

- 4.1 The time of completion shall be **300 working days** from the date of handing over of site for each group. The job has to be completed in all respect within the contractual period.
- 4.2 **Job Monitoring:**

A. Target for Group II: 7200 sqm of completed job within 75 working days.

Note: In Gr II 04 nos tanks out of total 6 are having floating roof where there are several restrictions like only few limited nos of workers may be allowed to work while the tank is in operation, deposition of hydrocarbon material above floating roof cleaning/ draining of which is time consuming and draining and cleaning of stagnant rain water etc.

If workers are not allowed to work by operation due to the above mentioned reasons then that day will be considered as non working day.

The contractor shall be given 30 days duration from the date of awarding of contract for mobilization of resources [e.g. worker gate pass, supply of required paints at site, scaffoldings, tools and tackles, Worker's PF, ESI etc].

Period for demobilization and re-scaffolding for another set of tanks shall be taken as 30 days. Camouflage works shall be taken as 30 days against two tanks parallel.

- B. If the contractor does not meet the target as mentioned above, a penalty of 10% on the balance job [Target job – Executed job] shall be imposed; however, the overall penalty imposed will be limited to 10% of the total executed value of the contract.
- C. Rain, labor strikes, Bandh etc shall be considered as hindrance/non working days.
- D. Contractor/his Engineer have to submit detailed progress report of the job on monthly basis in line with the targets assigned to him.

5.0 SCHEDULE OF RATES:

- 5.1 The Schedule of Rates shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Technical Specifications, NRL painting manual and other document forming a part of this contract.

6.0 VARIATION IN CONTRACT QUANTITY:

- 6.1 The Bidder must keep his prices firm for any increase or decrease in SOR quantities for the entire duration of contract.

7.0 MOBILISATION ADVANCE:

7.1 No Mobilization Advance is applicable under this contract.

8.0 EXTENDED STAY COMPENSATION:

8.1 No Extended Stay Compensation is applicable under this contract.

8.2 No idle charge in any form will be payable to the contractor.

9.0 TEMPORARY WORKS:

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

10.0 TERMS OF PAYMENT:

10.1 Payment will be made through R/ A bills against measurement of completed job.

11.0 ESCALLATION:

11.1 No escalation of contract value, in any form whatsoever will be entertained during the contract period. However, escalation due to labour wage revision by NRL may be considered in line with NRL's standard formulae/ Administrative decision.

12.0 LIST OF RECOMMENDED MANUFACTURERS:

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

- i. Asian Paints India Ltd.
- ii. Berger Paints Ltd.
- iii. Nerolac Paints Ltd.
- iv. Jenson & Nicholson Paints Ltd.
- v. JOTUN PAINTS

From the Manufactures who is on approved list of EIL for similar products.

Contractor shall seek approval from NRL for manufacturer from whom paints shall be purchased.

13.0 GUARANTEE:

The contractor shall guarantee the installations for a period of **12 (Twelve) months** from the date of completion of work for any damage or defect that may arise after or remain undetected at the time of issue of completion certificate which shall be rectified by the contractor at no extra cost

PROPOSED SITE ORGANISATION

Name of Work : Painting of tanks at Refinery (Group-II);
Tender No. : OC19000213

Name of Bidder :

Our site organisation shall consists of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge.

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS**Name of Work** : Painting of tanks at Refinery (Group-II);**Tender No.** : OC19000213**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. date	Final executed value	Remarks
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(SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : Painting of tanks at Refinery (Group-II);
Tender No. : OC19000213

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 : Painting of tanks at Refinery (Group-II);
Tender No. : OC19000213

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 - V

BID VALIDITY

Name of Work : Painting of tanks at Refinery (Group-II);
Tender No. : OC19000213

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 : Painting of tanks at Refinery (Group-II);
Tender No. : OC19000213

Name of Bidder:

Sl. No.	Financial Year	Turnover
1	2012-2013*	
2	2013-2014	
3	2014-2015	
4	2015-2016	

Copy of audited Trading & P/L accounts of respective years to be provided;

*(Turnover for FY 2012-2013 shall be considered in absence of supporting documents for FY 2015-2016)

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (√) the box for this details furnished in the bid.

1. Power of Attorney in the name of the signatory of the bid.	:	☐
2. Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	☐
3. Earnest Money Deposit/ Notarized copy of EM Part II certificate for MSE bidders	:	☐
4. Copy of PAN card.	:	☐
5. Copy of Service Tax Registration Certificate (PAN based)	:	☐
6. Copy of Provident Fund & ESI certificate	:	☐
7. Organogram with qualification and experience of the personnel to be deployed at site as mentioned in the SCC	:	☐
8. Details of concurrent commitment.	:	☐
9. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you	:	☐
10. Compliance to the requirement of bidding document	:	☐
11. Copy of Audited Trading and profit & loss accounts as proof of turnover.	:	☐
12. 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 : Painting of tanks at Refinery (Group-II);
Tender No. : OC19000213

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 Notarized copy of
EM Part II certificate for MSE bidders
04. PREVIOUS EXPERIENCE :
(Contractor should submit the
work order copy and completion
certificate along with the offer)
05. ESI certificate & Provident Fund certificate :
06. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
07. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
08. Service Tax Registration No. :
(Please furnish the copy of PAN based
Service tax registration certificate)

I/We hereby offer to execute the above mentioned work as per enclosed SOR (PRICED BID) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :

Place :

CLAUSES RELATED TO ARBITRATION SHALL BE AS PER THE AMENDMENT BELOW WHEREVER THE TERM GCC APPEARS:

110.0 ARBITRATION:

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

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

Arbitration Clause for others:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.
 - d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director.
 - e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
 - f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
 - g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
 - h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.
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FORMAT FOR EXEMPTIONS AND DEVIATIONS**Name of Work** : Painting of tanks at Refinery (Group-II);**Tender No.** : OC19000213

Bidder is required to comply with the requirements of the Bid Document, and not to stipulate any exceptions or deviation.

In case it is unavoidable, Bidder may stipulate exceptions and deviations to bid requirements only as per the format below and enclose this with Part – I of bid.

Sl. No.	Bid Document Preference		Subject	Deviation
	Page	Clause		

(SIGNATURE OF BIDDER)

PRICE BID UNDERTAKING

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

To,

Dear Sir/Madam,

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

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

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

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://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- D

(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)