

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA ENTERPRISE

**TENDER DOCUMENT FOR- "CONSTRUCTION
OF ADMIN BUILDING ANNEXE # PHASE-III
(INTERIOR WORKS) OF NRL AT
NUMALIGARH".**

(Tender No. OC44000105/PRA)

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED SHORT NOTICE INVITING TENDER (NIT)

Our Ref: Tender No. OC44000105/PRA

Date: 27.08.2021

Tender document for – “Construction of Admin Building Annexe # Phase-III (Interior works) of NRL at Numaligarh”.

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

Dear Sir,

Online offers in **Two Part Bid** are invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : As above.
2. **Earnest Money Deposit (EMD)** : **NIL.** However, bidders are required to submit “Declaration for bid security / Earnest Money Deposit (EMD)” enclosed as **Annexure-XVI** below.

However, MSE bidders are exempted from submission of above declaration. MSE bidders are required to upload Udyam/ UAM /EM Part-II.
3. **Contractual Period** : The contractual period will be 05 (five) months from the date of site hand over.

The Admin building Annexe has 04 floors and one circular atrium. The timeline for completion of the floors is as follows:
 - a) First floor: Within first 02 (two) months from site handover
 - b) Other 03 floors and atrium: Within balance 03 (three) months
4. **Online Bid Submission:** : Before **11.00 AM** of **06.09.2021**
5. **Bid Opening date & time** : After **11.00 AM** of **07.09.2021**
6. **Place of submission of Bid** : Online in the e-tender portal i.e., <http://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 <http://eprocure.gov.in/eprocure/app>
- For any assistance, please contact the following nos. / mail ID:
- Phone No 03776 – 265774, email : z_tender@nrl.co.in
8. **Scope of Work and Supply:** The scope of work & supply of this job will be in accordance with Special Conditions of Contract (SCC), Technical document, Drawings, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (EIC) of NRL.
9. **Rate** : Firm Rate should be quoted as per Schedule of Rates (SOR) in Online BOQ uploaded in Excel format.
10. **Evaluation & Award Criteria:**
- (i) The bidders have to quote for all the items in the online BOQ.
 - (ii) The tender items are non-splitable and evaluation will be done on '**Overall Lowest Offer Basis**'.
 - (iii) In case more than one agency becomes 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 pre-determined date. The bidder offering the highest discount shall be considered as the successful bidder.
 - (iv) Even if a tie occurs after the exercise mentioned in point no. (iii) above, then lottery will be conducted amongst the bidders who are at the tie to determine the successful bidder.
11. **Security Deposit** : Successful bidder has to submit Security deposit as per GCC of NRL.
- A sum of 3% of the accepted value of the tender or the actual value of work done whichever is applicable (due to any additional work or any other reasons) shall be deposited by the Contractor as Security Deposit. This may be deposited initially at 0.75 % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 2.25 % to be recovered from bill against work done.
- Alternatively, the Contractor may, at his option, deposit the full amount of 3% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract. CONTRACTOR can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form.
12. **Defect Liability Period** : 12 months from the date of completion of the work in all aspect.
13. **Terms of Payment** : 100% payment will be made through Running Account (RA) Bills against work done during the preceding period on pro-rata basis based on the certification made for payment by Engineer-In-Charge (E-I-C), NRL.

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.

14. **Price, Taxes, and Duties:** Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties and other levies (except GST) on which no variation will be allowed. **However, the quoted price will be exclusive of GST. GST as applicable will be loaded by NRL.**
15. **Penalty Clause:**
- In case the contractor fails to comply with provisions of tender and requirement, penalty (monetary or otherwise) as deemed fit by the Engineer-In-Charge (E-I-C) will be levied as per the provisions in NRL GCC and provisions of the tender and the same shall be final and binding on the contractor.
16. **Other Terms and Conditions:**
- (a) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
 - (b) Variation in the value of the work will not vitiate the tender agreement.
 - (c) 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.
 - (d) 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.
 - (e) **DGM (Project), NRL Numaligarh** shall be the Engineer-in-charge (E-I-C) of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
 - (f) 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.
 - (g) **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.**
 - (h) 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.
 - (i) **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).**

- (j) 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).
- (k) **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).
- (l) 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

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

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administration, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment. The vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

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

- i) Seismic zone (II to V) for earthquakes,
 - ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
 - iii) Area liable to floods and Probable max. surge height
 - iv) Thunderstorms history
 - v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
 - vi) Landslides incidences with Annual rainfall normal
 - vii) District wise Probable Max. Precipitation
- (n) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL. All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 12.08.2021, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f 12.08.2021)
- (o) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (p) The guidelines and procedures for Holiday Listing are available separately in NRL website and shall be applicable in the context of all tenders / all orders/ contracts / purchase orders. It can be accessed using the following link: <https://www.nrl.co.in/upload/HolidayListingPolicy.pdf>
- (q) **Contractors' Performance Evaluation:** NRL has adopted a dynamic performance monitoring /evaluation procedure for continuous monitoring and evaluation of contractors, to maintain their accountability and performance. A rating, based on performance shall be assigned for each work executed by a contractor. This rating shall be used in determining eligibility of the bidder in subsequent tenders issued by NRL (or by NRL authorized agencies / PMC / EPCM).
- Following are the areas to be covered under continuous evaluation process:
1. Compliance of safety and housekeeping at worksite
 2. Resource mobilization/delay in completion
 3. Quality of works and documentation
 4. Compliance of statutory / regulatory guidelines

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

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

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

20. **ADDENDA/CORRIGENDA OF BIDDING DOCUMENT:**NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum/corrigendum during the bidding period or subsequent to receiving the bids. Any Addendum 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.

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

**CGM (Commercial)
Numaligarh Refinery Limited**

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