

NOTICE INVITING TENDER

Contact Persons for this tender:

Name/ Designation: D Das, DGM (Commercial)

E-mail ID: djd@nrl.co.in

Mobile Number: 9435152137

Our Reference: Tender No. OC10000505/DHR

Date: 03-08-2023

Tender document for the job:- Barricading and Fencing Works for DCU Revamp Project

There will be no relaxation pertaining to BQC for MSE and 'Start Up' bidders for the subject job.

Dear Sirs,

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

1.	Earnest Money Deposit	Rs. 53,000.00 (Rupees Fifty Three Thousand only) [#] <i>The EMD must be submitted online on the portal of HDFC bank (instructions at Annexure-XVII below) and its receipt must be uploaded along with offer. If the EMD is not received along with the offer, offer shall not be considered for opening.</i> <i>However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload valid MSE registration certificate (as explained in Annexure-X) instead of the EMD deposit receipt.</i>	
2.	Contract Period	03 (Three) Months from the date of issue of Letter of Acceptance / Award. The retention period is 30 Months and period for demobilization of the barricading work is 1 Month after issuance of communication by RCM at site.	
3.	Place of submission of Bid	Online in the e-tender portal i.e., http://eprocure.gov.in/eprocure/app or appropriate link for GeM tenders Bids received by any other way of Post, Courier, Fax, Telex or Telegram or Email or in open condition shall not be considered.	
4(a)	Online Bid & EMD Submission:	Before 11.00 AM of 24-08-2023	Please also keep a track of the tender portal/ NRL website for any subsequent corrigendum/ extension notice.
4(b)	Bid Opening date & time	After 11.00 AM of 25-08-2023	
5	Bidder queries, if any/ Site Visit:	Latest by 14-08-2023 Queries raised after the above date may not be entertained by NRL.	
CLARIFICATION OF BIDDING DOCUMENT 1. Although the details presented in this Bidding document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings which have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood. 2. Clarification on bidding conditions: a) Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, ambiguity, error or omission is observed, Bidder may request information/ clarification of the Bidding Document in writing through E-mail so as to reach office of NRL not later than 07 days prior to the last date for submission of bids mentioned above. (b) Where there is disqualification of bidder on non-meeting techno-commercial requirement bidder may submit			

	any representation within 48 hours from the date of uploading technical recommendation (TR). NRL may respond in writing to any request for any information or clarification or query on the bidding conditions, bidding process and/ or rejection of its bid - directly to the concerned bidder or by publishing in the e-tendering portal - depending on the nature & content of the information/ clarification sought. 3. Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement. 4. Bidders are requested to resolve all their clarifications/ queries to the Bidding Document before submission of bid and submit their bid in total compliance to Bidding Document without any deviation/ stipulation/ clarification/ assumption. Accordingly, bidder must submit format for "Compliance to bid requirement" as per ANNEXURE-V duly sealed & signed along with Un-priced part of bid. 5. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/ Addendum. Any modification of the Bidding Document, which may become necessary as a result of the bidder's query, or for any reason at NRL's initiative, shall be published as a Corrigendum/ Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/ Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid/ submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/ Addendum are liable to be rejected. 6. The bidder (s) or his designated representative, who have downloaded the bid document are invited to attend a PRE-BID MEETING as per the details given in the NIT. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage. Further, the minutes of the pre-bid meeting will form a part of the Tender and the bidder needs to submit the same duly signed & sealed. 7. Bidder is also advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities, environment and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Any loss to the property/ life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep NRL indemnified from any legal consequences arising there from.	
6	Date & Time of Pre Bid Meeting/ Venue/ Contact persons:	Time & Date: At 11.00 AM of 17-08-2023 Venue/ Mode: Meeting ID: 489 876 703 462 Passcode: RTdDu3 Contact details: 9435152137 The minutes of "Pre-bid discussion" shall be uploaded in the tender portal and shall become a part of the bid/ tender document. Attending the pre-bid meeting is not mandatory.

7. **Submission of Bid:** Being an e-tender the bid has to be submitted online in the e-tender portal i.e. <http://eprocure.gov.in/eprocure/app>. Kindly refer “instructions” provided in the NIT/ GeM Bid Document for the detailed **Bid Submission** procedure.

For any assistance, please contact the following nos./ mail ID:
Phone No 03776 – 265774, email : z_tender@nrl.co.in
(above contact details are for Dhiraj (NIC); to be changed/ deleted for GeM tenders)

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

The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates, Any other Documents, Drawings, Specifications referred in the tender and as per the

direction of Engineer-in-charge.

9. **Rates:**

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

NOTE: Firm rate should be quoted in figures in the Bill of Quantity (BOQ) provided as excel file along with this tender document at <http://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ as it is, and quote their offer/ rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/ modify the downloaded priced bid template in any manner.** In case if the same is found to be tampered/ modified in any manner, the offer will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NRL.

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

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

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

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

Prices quoted by the bidder, shall remain firm, fixed and valid till completion of the contract.

10. **Mode of tender evaluation:**

- Job shall be awarded on overall L1 basis and complete order shall be placed on a single agency.
- In case more than one agency becomes L1, then discount on the quoted price will be obtained from the L1 bidders (**only if the quoted L1 value is not deemed to be on lower side**). The bidder offering the highest discount shall be considered as the successful bidder.
- Even after the above exercise, if more than one agency remains at L1 (**or the originally quoted L1 value is deemed to be on the lower side; and any further discount is felt to lead to unworkable situation**) then lottery will be conducted to determine the L1 position without asking for further/ any discount.

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

A sum of Ten percent (10%) of the accepted value of the tender shall be deposited by the CONTRACTOR as Security Deposit with the OWNER (NRL). This may be deposited initially at two and half percent (2.5%) of the value of CONTRACT (referred as Initial Security Deposit) within Twenty one (21) days of receipt by him of the Work Order/ LOA and the balance Seven and half percent (7.5%) will be recovered in instalments through deductions at the rate of Ten percent (10%) of the value of each running account bill till total Security Deposit amount is collected, after which no further deductions from Bills will be made on this account.

Alternatively, the contractor may, at his option, deposit the full amount of Ten percent (10%) of the accepted value of the Tender towards the Security Deposit within Twenty one (21) days of receipt by him of the Work Order/ LOA. contractor can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form.

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

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

12. **Defect Liability Period:** 12 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 will be made against monthly RA bills duly certified by the engineer-in-charge against the work done as below:

- 95% on completion of work as certified.
- 05% on completion of all works in all respects and issuance of completion certificate along with tax deposit and returned filed as per GST rules.

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

An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.

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

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

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

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

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

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

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

16. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, penalty (monetary or otherwise) as deemed fit by the Engineer-In-Charge (E-I-C) will be levied as per the provisions in NRL GCC and provisions of the tender and the same shall be final and binding on the contractor.

17. **Other terms and conditions:**

- (a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (e) The contractor shall observe all labour and other statutory rules and regulation of State/ Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **RCM, EIL, NRL Site, Numaligarh** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (i) No mobilization advance will be paid to the contractor for execution of this work.
- (j) The General Conditions of Contract (GCC) of NRL will be applicable for this contract. The General Conditions of Contract of NRL is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → General Conditions of Contract and Annexures
- (k) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website www.nrl.co.in [Tenders -> Download Manuals -> Circular of Wages for Contract Workmen (New)].**
- (m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 of GCC).
- (n) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract**, wherever applicable. (Refer clause 8 of GCC).
- (o) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
 - (i) The Contract Labour (Regulation and Abolition) Act,
 - (ii) The Minimum Wages Act.
 - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
 - (iv) The Payment of Wages Act,
 - (v) The Payment of Bonus Act,
 - (vi) The Employees Provident Fund & Misc. Provisions Act,

- (vii) Family Pension Scheme,
- (viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Provident Fund

- a) PF to be deposited against each worker engaged by the contractor. The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for PF.
- b) Contractor has to submit monthly return (ECR) and acknowledgement receipt of the PF deposits along with the bill.
- c) Actual calculated PF amount will be withheld from RA bill in case of non submission of the above document.

ESI Fund

- a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.
- b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.
- c) Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document

(p) DELETED:

- (q) All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 07.11.2022, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f. 07.11.2023). It may be noted that any revision of NRL Holiday Listing Policy subsequent to above, the latest version of NRL Holiday Listing Policy will be applied at the time of action.
- (r) **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.

- (s) **Recovery rate of materials issued to contractor on chargeable basis:** Generally, in NRL contracts, scope of supply of all materials, tools & tackles, equipment, machineries and labour is entirely kept under the contractor. However, in the interest of expediting the work NRL may supply cement and reinforcement bars to the contractor on chargeable basis on their request and subject to availability at NRL. In such case the contractor has to lift the materials from NRL's warehouse in Refinery premises and

transport to the worksite at his own cost.

Wherever materials are issued to contractor on chargeable basis, NRL shall recover the landed cost of the materials (as per rates of latest executed NRL PO, at the time of issuance of materials) plus 15% overhead and applicable GST from contractors RA bills or any other dues.

- (t) **Gate Pass System:** “Saral Pravesh” is a platform developed by Numaligarh Refinery Ltd. for applying & issuing of smart card-based Photo Gate Pass required for entering Numaligarh Refinery premises. This is a web based application and web link is available on NRL web site (<https://www.nrl.co.in/>) under “Day to Day Applications” (Link: <https://www.nrl.co.in/icwcs/>). Any contractor, consultants, service provider, vendor who is required to deploy their employees, executives, workers, experts etc. at Numaligarh Refinery premises for execution of any work or training shall register in the “Saral Pravesh” system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA/ Work Order.
- (u) **Trade Receivables Discounting System (TReDS):** Interested bidders are requested to on-board their firm in the TReDS platform and may communicate to NRL in order to avail the facilities that the portal provides.
- (v) **DELETED:**

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

For CGM (Commercial)
Numaligarh Refinery Limited

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

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