

NOTICE INVITING TENDER

Contact Persons for this tender:

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Mobile Number: 9435558715

Our Reference: Tender No. LC10000457-SNJ

Date: 06 June 2024

Tender document for the job: - RoU Opening & Associated balance Activities of PNCPL

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:

"This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers shall be ignored."

1.	Earnest Money Deposit	Rs.28,53,000.00 (Rupees Twenty Eight Lakhs 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 accepted.</i> <i>However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload valid MSE registration certificate (as explained in Annexure-X), instead of the EMD deposit receipt, with the bid. Start-ups, as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD. Valid start-up certification in lieu of the EMD deposit receipt should be uploaded with the bid.</i>	
2.	Contract Period	24 months from the date of site handover.	
3.	Place of submission of Bid	Online in the e-tender portal i.e., http://eprocure.gov.in/eprocure/app Bids received by any other way of Post, Courier, Fax, Telex or Telegram or Email or in open condition etc. shall not be considered.	
4(a)	Online Bid & EMD Submission:	Before 11.00 AM of 19.06.2024	Please also keep a track of the tender portal / NRL website for any subsequent corrigendum / extension notice.
4(b)	Bid Opening date & time	After 11.00 AM of dd.20.06.2024	
5	Bidder queries, if any / Site Visit:	Latest by 12.06.2024 Queries raised after the above date may not be entertained by NRL.	
<u>CLARIFICATION OF BIDDING DOCUMENT:</u> 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 & 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.			

	<p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/Addendum. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, or for any reason at NRL's initiative, shall be published as a Corrigendum /Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid / submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/Addendum are liable to be rejected.</p> <p>6. Bidder is also advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Any loss to the property /life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep NRL indemnified from any legal consequences arising there from.</p>	
6	Date & Time of Pre Bid Meeting / Venue / Contact persons:	Not Applicable.

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 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 (The contact details are for Dhiraj (NIC);

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

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

9. **Rates:**

This is a price display manpower tender. For details refer Schedule of Rates (SOR) enclosed at the end of this Tender document.

Tender without price display (Page no. 3 to 12 of SOR)

Firm rates should be quoted in figures in the **Bill of Quantity (BOQ)** uploaded with this tender in excel format. Provisions for reimbursements (if any) shall be additionally kept by NRL.

NOTE: Firm rate should be quoted in figures in the Bill of Quantity (BOQ) provided as BoQ in excel format 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, tender 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:**

Evaluation will be based on total quoted price. However maximum 50% of job value shall be awarded to L1 Bidder and the remaining part of 50% shall be awarded to L2 bidder based on matching the L1 price. Allotment of job group across PNCPL shall be decided by EIC during execution of work.

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

A sum of Three 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 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 7.5% will be recovered in instalments through deductions at the rate of 3% of the value of each running account bill till total Security Deposit amount is collected, after which no further deductions from Bills will be made on this account.

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

Please refer GCC for further details w.r.t. security deposit. Bank guarantee should be routed through SFMS platform. Relevant information are provided in Annexure-XX

12. **Defect Liability Period:** 12 months from date of date of issue of completion certificate.

13. **Measurement of work:**

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

14. **Terms of payment:** Payment will be made against work done **in line with SCC (Appendix-II).**

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

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

Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.20 crores to Rs.10 crores, effective from 1st Oct'2022. Govt. has further reduced the threshold aggregate turnover for applicability of E-invoicing to Rs.5 Crores from 1st August 2023 onwards. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-complied invoices shall not be accepted for further processing.

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

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

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

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

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

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

The prices charged by the supplier/contractor should not exceed the prevailing rates charged by him from others for similar services.

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) **Head (Project-Pipeline), Numaligarh** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice (or digitally sign the filled-in bid document file) before submission of the tender. All requisite supporting documents should be enclosed. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (i) No mobilization advance will be paid to the contractor for execution of this work.
- (j) The General Conditions of Contract (GCC) of NRL will be applicable for this contract. The General Conditions of Contract of NRL is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → General Conditions of Contract - 2023
- (k) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website www.nrl.co.in [Tenders -> Download Manuals -> Circular of Wages for Contract Workmen (New)].**
- (m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 of GCC).
- (n) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract**, wherever applicable. (Refer clause 8 of GCC).

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

- (o) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
 - (i) The Contract Labour (Regulation and Abolition) Act,
 - (ii) The Minimum Wages Act.
 - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
 - (iv) The Payment of Wages Act,
 - (v) The Payment of Bonus Act,
 - (vi) The Employees Provident Fund & Misc. Provisions Act,
 - (vii) Family Pension Scheme,
 - (viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Provident Fund

- a) PF to be deposited against each worker engaged by the contractor. The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for PF.

- b) Contractor has to submit monthly return (ECR) and acknowledgement receipt of the PF deposits along with the bill.
- c) Actual calculated PF amount will be withheld from RA bill in case of non submission of the above document.

ESI Fund

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

(p) **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
- (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 NRL's policy for holiday listing/ banning/ debarring of contractors/ suppliers, as prevailing on the date of issue of the show-cause notice, shall be applicable. For updated holiday listing policy, the NRL website www.nrl.co.in shall be referred.
- (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) **Integrity Pact:** All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid of estimated value of Rs. 1 Crore and above not accompanied by Integrity Pact duly signed by the bidder or the bidder not agreeing to submit a copy of the signed integrity pact shall be considered to be a non-responsive bid and shall be rejected. In case any bidder who has signed the integrity pact and subsequently makes any transgression of this code, the bidder is liable for punitive actions such as cancellation of contracts, banning and blacklisting and so on.

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

For CGM (Commercial)
Numaligarh Refinery Limited

Sanjeeb Barman ; Senior Manager (Project-Commercial)