NUMALIGARH REFINERY LIMITED



A GOVERNMENT OF INDIA ENTERPRISE

TENDER DOCUMENT FOR

Transformer Oil testing of transformer at NRL site.

Tender No. OC02000080/BOR

LETTER INVITING TENDER

Date : 17.10.2014.

Contact Person : Bornisha Puzari; Officer(Commercial)

Phone : 03776 265491

E-mail ID : bornisha.puzari @nrl.co.in

Our Reference : OC0200007780/BOR

Sub: Transformer Oil testing of transformer at NRL site.

Tender No.: OC02000080/BOR dated 17.10.2014.

Dear Sirs,

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

1. Name of the work : "Transformer Oil testing of transformer at NRL

site."

2. **Earnest Money Deposit** : ₹. **4,000.00** /- (Rupees Four thousand only).

3. Contractual Period : 03 (Three) months

4. Last date & time for receipt : Upto 15.00 hours on **06-11-2014**

of bid

5. **Date & time of Opening of :** After 15.30 hours on **06-11-2014**

bid

6. Earnest Money:

The bidder shall deposit Earnest Money Deposit in the form of Demand draft of **STATE BANK OF INDIA** in favour of **Numaligarh Refinery Limited**, payable at **SBI**, **Numaligarh Refinery Complex Branch** (Code : 5377). Tender without earnest money will be summarily rejected.

7. Scope of work and Supply:

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

8. **Rate**:

Rate should be quoted both in figures and words as per enclosed Schedule of Rates i.e. Priced bid.

In case more than one agency becomes L1 after this exercise, the successful agency shall be determined through lottery.

9. **Security deposit**:

Applicable as per GCC.

10. Defect Liability Period:

Not applicable

11. Measurement of work:

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

12. **Terms of payment:**

"100% payment after completion of job and submission of final report at 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, works contract tax and other recoveries as applicable as per terms of the contract.

13. 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.

14. **Penalty Clause**:

In case the contractor fails to comply with provisions of tender and requirement, monetary penalty as deemed fit by the Officer-in-charge will be levied, subject to a maximum penalty of 10% of the contract value and the same shall be final and binding on the contractor.

15. 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) **Senior Manager (SD and R&D), NRL Site** 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.
- (1) No escalation of contract value, in any form whatsoever will be entertained during the contract period.

(m) Applicable Labour Wage:

For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer Memorandum of Settlement dated 26-09-2011 arrived between the two Unions and Contractor's Association namely Numaligarh Refinery Workers' Union, Accord Refinery Workers' Union and Numaligarh Refinery New Contractors' Association respectively on wage revision for the Contract workmen engaged in Numaligarh Refinery Limited, in the Office of the Conciliation Officer and Assistant Labour Commissioner (Central), Dibrugarh. This MOU is available at NRL Website nrl.co.in/tender (under heading "Wages of 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 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)
- (q) 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.
- (r) 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.
- (s) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.

The bidder must submit PF Code, IT PAN No, Service Tax registration Certificate (PAN based) and valid Sales tax / VAT Clearance Certificate with their offer.

DGM (Commercial & Legal) Numaligarh Refinery Limited

PRE-QUALIFICATION CRITERIA

Name of Work : Transformer Oil testing of transformer at NRL site.

Tender No. : OC02000080/BOR dated 17.10.2014.

1. Past Experience of having successfully completed <u>similar works</u>* during last 07 years ending last month i.e., 30-09-2014 should be either of the following:-

- 1. **Similar works**: **Past Experience** of having successfully completed **similar works** during last 10 (ten) years ending last month should be either of the following:
 - o One similar work costing not less than ₹1.60 # Lakh or
 - o Two similar works costing not less than ₹ 1.28# Lakh each or
 - o Three similar completed works costing ₹ 0.96[#] Lakh each

Technical Requirement:

- 1. Experience of doing Transformer Oil & Diagnostic testing of transformer in Oil/Power sector PSUs in India.
- 2. Testing laboratory should be approved by National Accreditation Board for Testing and Calibration Laboratories (NABL)

Similar works: Experience of doing "Transformer Oil & Diagnostic testing of transformer in Oil/Power sector PSUs in India" The values of past experience shall be adjusted (enhanced) at a simple rate of 07% for every completed year (ending last day of the month, preceding the month in which bids are invited).

TDS certificate in addition to certificate issued by principal contractor/ private organization (letter of award and job completion certificate etc.) shall form the basis for considering experience and value of work executed under the private organization.

It is to be noted that experience as main contractor will only be taken cognigence of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed elsewhere under PSUs, limited companies, Government Departments, Quasi government and autonomous bodies. However, in case of sub-contractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will only be acceptable provided the same is endorsed in original by Engineer-in-charge of NRL in terms of job description and value.

2. <u>Average Annual Turnover</u> during the last 3 years, ending 31st March of the previous financial year, shall be at least **Rs. 0.96 lakh**. The bidder's financial capability shall be decided based on the average annual turn over and concurrent commitments.

The bidder must submit copy(ies) financial documents – Trading and P/L account(s) – certified by Chartered Accountant along with the un-priced bid in support of the above criteria.

Scope of Work

Name of Work: Transformer Oil testing of transformer at NRL site

Tender No. : OC02000080/BOR dated 17.10.2014

Scope of Work:

The brief scope of job is as under:

SPECIAL CONDITION OF CONTRACT:

- 1. Sample collection from transformers will be vendor's responsibility and the collection bottle will be carried by them. Vendor may collect the sample in one visit or numbers of visit, but no extra payment will be made for multiple visits.
- 2. The contractual period will be three months and within this time vendor should submit all the test reports.
- 3. Submission of test reports:
 - i. Draft test report to be submitted before submission of final report in soft copy.
- ii. Against each equipments earlier testing data to be put in the report as per the requirement. NRL will provide the earlier test reports.
 - iii. One final report to be submited in Soft form.
 - iv. Three sets of signed / sealed final Test reports (hard copy) to be submitted .
- 4. To & Fro charge, equipment mobelisation / demobelisation, Food & Lodging and local conveyence etc. to be arranged by vendor at their own cost.

ANNEXURE-I

ANNUAL TURNOVER IN LAST THREE YEARS

Name of Work : Transformer Oil testing of transformer at NRL site

Tender No. : OC02000080/BOR dated 17.10.2014

Name of Bidder :

Sl. No	Financial Year	Turnover
1	2011-2012	
2	2012-2013	
3	2013-2014	

Copies of audited Trading & P/L accounts of respective years to be provided.

ANNEXURE-II

PROPOSED SITE ORGANISATION							
Name of Work	: Transformer Oil testing of transformer at NRL sit	t e					
Tender No.	: OC02000080/BOR dated 17.10.2014						
Name of Bidder	:						
Our site organisation manpower of any contact of an	on shall consist of the following categories of manpower with ategory shall be increased based on instruction of the Engineer-i	tentative numbers. Numbers of n-Charge					
		(SIGNATURE OF BIDDER)					

Name of Work: Transformer Oil testing of transformer at NRL site

Tender No. : OC02000080/BOR dated 17.10.2014

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

The bidder shall submit herein details of equipments, tools, tackles proposed to be deployed for this work and shall indicate in each case whether the same is (a) already owned by bidder and available for use on this Contract.(b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor. In case of (a) present location shall be stated. In case of (b) and (c) location of hirer or supplier shall be stated.

Item proposed to be deployed	Description make model & capacity	Numbers	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks
 1	2	3	4	5	6	7

Contractor agrees to augment the above chart with additional number/categories of equipment if required to complete the work within the agreed time schedule of completion, as directed by the Engineer-in-Charge.

<u>DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS</u>

Name of Work: Transformer Oil testing of transformer at NRL site

Tendei Name (· No. of Bidder	: OC0200008 :	0/BOR dated 17.1	0.2014					
 Sl.No.	Full postal add & name of offi		Description of work		Date of commencement	Actual compln. time in months			Remarks
							(SIGNA	ATURE O	F BIDDER

ANNEXURE-V

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work: Transformer Oil testing of transformer at NRL site

Tender No. : OC02000080/BOR dated 17.10.2014

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

.....

COMPLIANCE TO BID REQUIREMENTS

Name of Work : Transformer Oil testing of transformer at NRL site

Tender No. : OC02000080/BOR dated 17.10.2014

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 - VII

BID VALIDITY

Name of Work : Transformer Oil testing of transformer at NRL site

Tender No. : OC02000080/BOR dated 17.10.2014

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.

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 $(\sqrt{})$ the box for this details furnished in the bid.

1.	Power of Attorney in the name of the signatory of the bid.	:	
2.	Submission of bid letter along with one set of bidding document.	:	
3.	Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	
4.	Earnest Money Deposit.	:	
5.	Copy of valid STCC	:	
6.	Copy of Service Tax Registration Certificate (PAN based)	:	
7.	Equipment proposed for deployment as per tender requirement	:	
8.	Organogram with qualification and experience of the personnel to be deployed at site as mentioned in the SCC	:	
9.	Details of concurrent commitment.	:	
10.	Copy of PAN card.	:	
11.	Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you	:	
12.	Copy of P.F. Certificate / Registration no.	:	
13.	Compliance to the requirement of bidding document	:	
14.	Copy of Audited Trading and profit & loss accounts as proof of turnover.	:	
15.	Each page of the submitted tender document duly sealed & signed.	:	

Bidder should list the exclusion, if any, along with the reasons thereof.

ANNEXURE-IX

Tender No. : OC02000080/BOR dated 17.10.2014 01. NAME OF BIDDER **ADDRESS** PHONE NO E-MAIL **CONTACT PERSON** 02. **REGISTRATION NO. & CLASS** IF ANY (SPECIFY ORGANISATION) 03. EARNEST MONEY DEPOSIT WITH DETAILS 04. PREVIOUS EXPERIENCE (Contractor should submit the work order copy and completion certificate along with the offer) 05. Sales Tax / VAT clearance 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. Provident Fund Code No. (Please furnish the copy, if any) 09. 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.

: Transformer Oil testing of transformer at NRL site.

(SIGNATURE OF BIDDER)

Date :

Name of Work

Place:



NUMALIGARH REFINERY LIMITED COMMERCIAL DEPARTMENT

REGRET FORM

To,	Date:
THE DGM (COMMERCIAL & LEGAL) NUMALIGARH REFINERY LTD., DIST- GOLAGHAT, ASSAM – 785699	
Dear Sir,	
Sub : Transformer Oil testing of trans	nsformer at NRL site
Tender No.: OC02000080/BOR dated 17.10.2	014
With reference to your above mentioned Ten same due to	der Enquiry, we regret our inability to quote for the
	Yours faithfully,
	Signature
Name	:
Designation	on :
For M/s	: Name of the party/seal

NOTES:

- 1. Please mention in the blank space, the reason for not being able to quote for this enquiry.
- 2. The "Regret Form" shall be sent under sealed envelope so as to reach before due date of the Tender Enquiry.

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

110.0 ARBITRATION:

- Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off a) 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 not withstanding 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 an / 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 an 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.

TENDERS FROM NSIC / SSI UNITS

The following procedures are applicable in regard to invitation of tenders from NSIC /SSI Units:

- I. Earnest Money / Security Deposit need not be taken from these Units.
- II. Tender sets may be given free of cost.

The above are subject to the fulfilling of under mentioned conditions, which should be clearly indicated in the tender conditions:.

- a) SSI Units should be registered with National Small Scale Industrial Corporation Limited (NSIC).
- b) The Unit should be registered for the item tendered.
- c) The monetary limit indicated in NSIC registration certificate should cover value of items ordered.
- d) Registration Certificate is valid as on date of order.
- e) Photostat copy of valid NSIC registration certificate should be submitted in support.

Registration with DGS&D will not entitle a Tenderer to claim exemption from Security Deposits.



NUMALIGARH REFINERY LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

NRL COMPLEX, NUMALIGARH,

Dist: GOLAGHAT, ASSAM 785699

Tel:: 03776-265413 Fax: 03776-265514

NRL

TENDER DOCUMENT

FOR

Dehumidification and heating service at 34 MW, 11KV, GTG#1 Minor overhauling Job

Tender No. OC02000080

PART - I: UNPRICED BID

PREPARED & ISSUED BY
NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

NRL COMPLEX, NUMALIGARH,
Dist: GOLAGHAT, ASSAM 785699

Dist: GOLAGHAT, ASSAM 785699
Tel.: 03776-265413 Fax: 03776-265514



Schedule of Rate

TENDER DOCUMENT

FOR

Dehumidification and heating service at 34 MW, 11KV, GTG#1 Minor overhauling Job

Tender No. OC02000080

PART - II: PRICED BID

PREPARED & ISSUED BY
NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)

Numaligarh Page No:

Item	Description	Unit	Qty	Rate in		Amount
Ref.				Figures	Words	

00010 Dehumidification and heating service at

The item covers the following services:

10 Activity unit 1.000

> Dehumidification and heating service at 34MW, 11KV during GTG#1 Minor Overhauling

The appx size is as given below:

SHED A: Stator Part Dimension: 8 Mtr (Length) x 6 Mtr (Width) x 10 Mtr (Height)

SHED B: Exciter Part Dimension: 6Mtr (Length) x 2.5 Mtr (Width) x 4 Mtr(Height)

This will cover the followings:-

- 1. All machineries, accessories and tools & tackles required for the job will be in the scope of the contactor. All the materials will be taken back by the contactor after completion of the job.
- 2. All the machine covering materials like tarpaulins of good quality will be in the scope of the contactor.
- 3. Continuous operation & maintenance for both the systems will be arranged by the contactor by experience engineer / technician.

Sheet 3 of 6 Tender No. : OC02000080

NUMALIGARH REFINERY LTD. Numaligarh

Page No:

Item	Description	Unit	Qty	Rate in		Amount
Ref.				Figures	Words	

- 4. Adequate standby machines need to be kept ready for continuous dehumidification and heating through out the job.
- 5. NRL will provide 415V, 3-phase, and 50 Hz power near to the equipment & the Scaffolding for construction of the sheds.

Total net item value:

Tender No. : OC02000080

NUMALIGARH REFINERY LTD. Numaligarh

Page No:

Item	Description	Unit	Qty	Rate in	n	Amount
Ref.				Figures	Words	
<u>00020</u>	Service charges					
The item c	covers the following services:					
10		Activity unit	1.000)		
	Service charges includes the followings: 1. Technician charges for entire period for round the clock services. 2. Freight and To & Fro charges of manpower & materials. 3. Installation & running charges of equipments.					
	Total net item value :					
				Total :		

Tender No. : OC02000080

NUMALIGARH REFINERY LTD.

Numaligarh Page No:

Item Description	Unit	Qty		Rate in		Amount
Ref.				Figures	Words	
Percentage rebate(if any) in words:		Percentage:		Less Rebate:		
Grand Total in Words:				Grand Total:		
		Signature	:			
		Name	:			
		Address of the Contractor	:			

Place:

Date:

Tender No. : OC02000080