

NOTICE INVITING TENDER

Contact Persons for this tender:	
Commercial Issues: Name/Designation: Mr. Dhrubajyoti Das, DGM (Commercial) E-mail ID: djd@nrl.co.in Mobile Number: 9435152137	Technical Issues: Name/Designation: Mr. Hemjyoti Das, M (Project) E-mail ID: hemjyoti.das@nrl.co.in Mobile Number:

Our Reference: Tender No. OC10000504/DJD

Date: 22-02-2023

Tender document for the job:- Hiring of Warehousing and Material Handling Services for PNCPL project of NRL (PUR-PRJGHY-1004948)

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. 5,00,000.00 (Rupees Five Lakhs only) per group subject to maximum of Rs. 25,00,000.00 (Rupees Twenty Five Lakhs only) (Bidder can submit only one consolidated EMD against the subject tender. If total value of groupwise EMD by any bidder is more than ₹25 Lakh, submission of EMD of ₹25 Lakh would suffice the requirement.) <i>The EMD may 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>In case the bidder opts for EMD submission in the form of Bank Guarantee, the same shall be submitted as per EMD BG Format (Please refer to Annexure XVII for EMD BG Format). Bidder shall be required to upload copy of EMD BG at CPP Portal and Original hard copy shall be required to send to the address of Tender Inviting Authority within 7 days of Last date of Submission of Bid. In case non submission of Bid Security / EMD as mentioned above shall be considered as non- responsive Bid and such Bids shall be rejected.</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	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 shall not be considered.	
4(a)	Online Bid & EMD Submission:	Before 11.00 AM of 09-03-2022	Bidders shall 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 10-03-2022	
5	Bidder queries, if any / Site Visit:	Latest by 02-03-2022 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. Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, 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 06 days prior to the last date for submission of bids mentioned above. NRL may respond in writing to any request for any information or clarification or query of the Bidding Document received up to that date. NRL's response, if any, to queries raised during this time (including an explanation of the query) including publishing in writing in the tender portal (without disclosing source of such query). 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 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. 6. DELETED. 7. 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.	
6	DELETED	DELETED

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 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

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 the BoQ as it is and quote their rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/ modify the downloaded priced bid template (BOQ) 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 bidder 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. The applicable labour wage is based on notification issued by Central Labour Commissioner. The wage rate applicable on the due date shall be the basis. In case of upward revision of labour wage differential wage will be reimbursed to the contractor.

10. **Mode of tender evaluation:**

- Job shall be evaluated on least cost to NRL basis and order shall be placed to such successful agencies. Please refer to Annexure-D for details.

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. 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 work done through **RA Bills certified by the Engineer-in-charge.**

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.

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, PNCPL Project** 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) **Bidder 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) The applicable labour wage is based on notification issued by Central Labour Commissioner. The wage rate applicable on the due date shall be the basis. In case of upward revision of labour wage differential wage will be reimbursed to the contractor.
- (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) **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 12.08.2021, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f 12.08.2021)
- (r) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (s) **DELETED**
- (t) **DELETED**
- (u) **DELETED**
- (v) **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.

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> ”
