



A GOVERNMENT OF INDIA ENTERPRISE

TENDER DOCUMENT FOR

Data Entry and Facility Management of Technical Service Department (2679)

Tender No. OC08000007/USH

[Total no. of pages against the tender = 22 pages = 1 page N.I.T., 18 pages tender document & 03 pages SOR]

Bidder's offer ref:	Dtd.

PART-I: UNPRICED BID

PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

LETTER INVITING TENDER

Date : 10 March 2011

Contact Person: Usha Kakati; Officer (Commercial)

Phone : 03776 265491

E-mail ID : <u>usha.kakati@nrl.co.in</u>

Our Reference: OC08000007/USH

Sub: Tender document for "Data Entry and Facility Management of Technical Service Department (2679)."

Dear Sirs,

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

1. Name of the work : Data Entry and Facility Management of Technical Service

Department (2679)

2. **Earnest Money Deposit** : Rs. 4,000/- (Rupees four thousand) only

3. **Contractual Period** : 02 (two) years

4. Last date & time for receipt : Upto 15.00 hours on **31-03-2011**

of bid

5. **Date & time of Opening of** : After 15.30 hours on **31-03-2011**

bid

6. **Place of submission of Bid** : GM (Commercial & CC)

Numaligarh Refinery Limited, NRL Complex, Numaligarh,

Dist: Golaghat, Assam - 785 699

Phone: 03776 – 265545 / Fax No.: 03776-265514

7. **Submission of Bid**

Bids should be submitted separately in two parts, viz. <u>PART I</u> & <u>PART II</u> in sealed envelopes superscribed with the Tender no., Due Date, and nature of bid ("Un-priced" or "Priced").

PART I: One copy of "UN-PRICED BID", complete with Tender Document, Technical &

Commercial details, relevant documents etc. duly signed & stamped on each page &

Earnest Money Deposit other than the priced bid.

PART II : One copy of "PRICED BID" with Schedule of Rates duly filled, signed &

stamped on each page.

The two envelopes containing **Part I** and **Part II** of bids separately, should be enclosed in a single sealed envelope super-scribed:

Quotation for the job:

"Data Entry and Facility Management of Technical Service Department (2679)."

(Tender No. OC08000007/USH)

If the last date of receipt of tender happens to be a non-working day, the last date will be the next working day at the aforesaid time.

All corrections and alterations in the entries of tender paper shall be signed in full by the tenderer with date. No erasures or over writing are permissible.

8. 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.

9. 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 and as per the direction of Engineer-in-charge.

10. **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.

11. Security deposit:

Contractors have to submit Security deposit as per GCC of NRL.

A sum of 10% 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 $2\frac{1}{2}$ % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance $7\frac{1}{2}$ % to be recovered from bill against work done.

The earnest money deposited shall be adjusted towards security deposit, provided it is furnished in demand draft. Alternatively, the Contractor may, at his option, deposit the full amount of 10% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract.

12. <u>Defect Liability Period</u>:

Not applicable

15 **Measurement of work:**

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

16. Terms of payment:

Payment shall be made through **monthly R/A bills** against the work done/completed during the preceding period on pro-rata basis.

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.

17. 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.

18. **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.

19. 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) Chief Manager (TS), NRL 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.

Applicable Labour Wage:

- (i) The minimum wages per day (Inclusive of all allowances and benefits) of contract workers w.e.f. 01-01-2007 are as below:
 - Unskilled : Rs. 147.00 (Rupees one hundred and forty seven only)
 Skilled : Rs. 162.00 (Rupees one hundred and sixty two only).
- (ii) For the purpose of calculating PF and other statutory payments, basic wage of unskilled and skilled category of contract workers per day will be Rs. 103.00 and Rs.122.00 respectively.
- (iii) Bonus is to be paid to the contract workers by the contractors as per the payment of Bonus Act, 1965.
- (iv) 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.
- (v) An annual increment of Rs. 5.00 (Rupees five only) to the total wages of both Unskilled and Skilled category of workers will be given every year w.e.f. 1st January starting from 01-01-2008 till 31-12-2010.

- (m) No mobilization advance will be paid to the contractor for execution of this work.
- (n) 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).
- (o) 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)
- (p) 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 Workman's Compensation Act.
 - 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.

GM (Commercial & CC) Numaligarh Refinery Limited

PRE-QUALIFICATION CRITERIA

Name of Work : Data Entry and Facility Management of Technical Service Department (2679).

Tender No. : OC08000007/USH

- 1. Past Experience of having successfully completed <u>similar works</u>* during **last 10 years ending last month** should be either of the following:
 - → One similar completed work costing not less than **Rs. 1.13** * Lakh, OR
 - → Two similar completed works costing not less than **Rs. 0.90** * Lakh each, OR
 - → Three similar completed works costing not less than **Rs. 0.68** *Lakh each.

The bidder must submit copy(ies) of relevant Work Order(s) and Completion Certificate(s) along with the un-priced bid in support of the above criteria.

^{*}Similar Works: Bidder should have experience of doing Data Entry & Facility Management Service(s) which includes a) Computerized Data Entry using MS Office b) Computerized typing using MS Office and c) Document Management and record keeping

^{*}The value 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).

SPECIAL CONDITIONS OF CONTRACT

Name of Work : Data Entry and Facility Management of Technical Service Department (2679).

Tender No. : OC08000007/USH

NRL Scope:

1. A suitable office space with minimum infrastructure including one computer will be provided by NRL free of charge.

Special Condition of Contract:

- 1. The deployed personnel should have proficiency in Computer job such as Typing, MS Office etc.
- 2. Other than typing job the person should have ability to involve in the activities like Documentation, Record Keeping and all other supporting activities like departmental event management etc.
- 3. The contractor has to provide service any open day of the year as followed by TS department. The working hours will normally be from 08:00 am to 4:45 pm. However contractor may have to ensure availability of service beyond normal time on need basis.
- 4. Off-days and Holidays are considered same as presently followed in Technical Services Dept. i.e.# Off-days: Every Sunday and 1st & 3rd Saturday of Every Month. # Holidays: As per the Holiday List of NRL.
- 5. The contractor to ensure the availably of safety shoe and helmet for the deployed personnel.
- 6. The contractor has to raise monthly bill of the previous month within 07 days of the current month.
- 7. Organizing / movements of instructed documents, documentation, housekeeping as directed, filing & maintaining of instructed records will be the responsibility of deployed manpower.
- 8. Code of conduct by deputed personnel: Contractor shall be responsible for behavior of the deputed personnel. Any form of misconduct by the deputed personnel should be addressed by the contractor immediately and report in this regard should be submitted within 48 hrs.
- 9. Poor performance penalties: On non conformity to agreed terms and condition or on sub standard/ poor performance of service provided, NRL may deduct a lump sump amount from the vendor based on report of Engineer In-Charge.
- 10. Contractor has to submit gate pass application forms along with relevant documents for his workmen & supervisor before 1 week of starting the job.
- 11. Contractual period is 02 years with the clausal provision of extension of the contract for another 01 year with same terms and conditions.
- 12. Contactor has to ensure the availability of the service during *Bandh* and other interruptions.
- 13. For emergency requirement, additional mobilization has to be arranged on crash basis.
- 14. Contractor shall make his own canteen arrangement for his workmen at his own cost.
- 15. Conditions not covered above shall be governed by the G.C.C. of NRL.
- 16. The contractor has to ensure minimum labour wage (as on 01.01.2011) presently followed in NRL If he deployed manpower for providing service. The same will be applicable for the subsequent year of service also.

Criteria for selection:

- 1. Work Experience: Minimum 02 years of experience in Typing, Knowledge of MS office etc and other computer jobs in corporate office. Contractor should furnish a list of similar work preformed by the workman elsewhere with documentary evidence.
- 2. Education: Higher Secondary (10+2) pass in any stream.
- 3. The contract will be considered only when, NRL is satisfied with experience and capability of the workman to take up this work.

PROPOSED SITE ORGANISATION

Name of Work : "Data Entry and Facility Management of Technical Service Department (2679)."

Tender No. : OC08000007/USH

Name of Bidder :

Our site organisation shall consists of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge

Name of Work : "Data Entry and Facility Management of Technical Service Department (2679)."

Tender No. : OC08000007/USH

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.

Remarks

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Name of Work : "Data Entry and Facility Management of Technical Service Department (2679)."

Tender No. : OC08000007/USH

Name of Bidder :

Sl.No. Full postal address of client Description of Value of Date of Actual compln. Year of & name of officer-in-charge work Compln.

(SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : "Data Entry and Facility Management of Technical Service Department (2679)."

Tender No. : OC08000007/USH

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	: "Data Entry and Facility Management of Technical Service Department (2679)."
Tender No.	: OC08000007/USH
Name of Bidder	:
We confirm that of any deviation.	our bid complies to the total techno-commercial requirements of bidding document without
	(SIGNATURE OF BIDDER)
	ANNEXURE - VI
	BID VALIDITY
Name of Work Tender No.	: "Data Entry and Facility Management of Technical Service Department (2679)." : OC08000007/USH
Name of Bidder	:
from the date of	take that our bid for the above stated work shall remain valid for a period of 6 (six) months opening. In case of our revoking or canceling the bid within the validity period, NRL is the Earnest Money Deposit paid by us along with the bid.
	(SIGNATURE OF BIDDER)

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	ı	
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.	Each page of the submitted tender document duly sealed & signed.	:			
Bidd	er should list the exclusion, if any, along with the reasons the	reof.			
		(0103	WARRING CO.	THE DIDDES	_
		(SIGN	ATURE OF	THE BIDDER)	

Name	of Work	: "Data Entry and Facility N	Management of Technical Service Department (2679)."
Tende	r No.	: OC08000007/USH	
01.	NAME (OF BIDDER	:
	ADDRE	SS	:
	PHONE	NO	:
	E-MAIL		:
	CONTA	CT PERSON	:
02.	IF ANY	RATION NO. & CLASS Y ORGANISATION)	:
03.	EARNES WITH D	ST MONEY DEPOSIT ETAILS	:
04.	(Contrac work ord	US EXPERIENCE tor should submit the er copy and completion e along with the offer)	:
05.	Sales Ta	x / VAT clearance certificate	:
06.	(If yes, p	ER SSI UNIT lease furnish the copy gistration Certificate)	:
07.		issued by Income Tax Dept urnish the copy, if any)	:
08.		t Fund Code No. urnish the copy, if any)	:
09.	(Please f	Tax Registration No. urnish the copy of PAN based ax registration certificate)	
		r to execute the above mention conditions of this Bid documen	ed work as per enclosed SOR (PRICED BID) and as per laid t.
(SIGN	ATURE C	F BIDDER)	
Date	:		

Place:



NUMALIGARH REFINERY LIMITED COMMERCIAL DEPARTMENT

REGRET FORM

To,		Date:
THE GM (COMMERCIAL & CC) NUMALIGARH REFINERY LTD., DIST- GOLAGHAT, ASSAM – 785699		
Dear Sir,		
Sub : Data Entry and Facilit	y Management	nt of Technical Service Department (2679).
Tender No.: OC08000007/USH		
•		Enquiry, we regret our inability to quote for the
		Yours faithfully,
		Signature
	Name	:
	Designation	:
	For M/s	: Name of the party/seal
		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.

Paste This Slip On the	he Envelope of the Offer:
Quotation for the jo	b of:
"Data E	ntry and Facility Management of Technical Service Department (2679)."
	(Tender No. OC08000007/USH)
	<u>Due date: 31-03-2011</u>
	To, GM (Commercial & CC) Numaligarh Refinery Limited, NRL Complex, Numaligarh, Dist: Golaghat <u>Assam - 785 699</u> Phone: 03776 - 265545 / Fax No.: 03776-265514
From: M/s	
×	······································
Name of Work · "	TENDER DOCUMENT RECEIPT Data Entry and Facility Management of Technical Service Department (2679)."
Tender No. : 0	OC08000007/USH
Received the tender d	locument for the above mentioned job.
Name of the bidder	M/s.
Address	:
Phone & fax	:
Contact Person:	
Date	Sign of the Bidder/Representative

Date :
Kindly return this receipt to Commercial Dept. NRL Site

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.