

Bid Document

Bid Details	
Bid End Date/Time	24-10-2022 16:00:00
Bid Opening Date/Time	24-10-2022 16:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Numaligarh Refinery Limited
Organisation Name	Numaligarh Refinery Limited
Office Name	Numaligarh Refinery Limited
Item Category	Custom Bid for Services - LUMPSUM TOTAL AMOUNT INCLUSIVE OF GST FOR GROUP I OVERHAULING OF FIXED TUBE SHEET TYPE HEAT EXCHANGER IN RTA23 , Custom Bid for Services - LUMPSUM TOTAL AMOUNT INCLUSIVE OF GST FOR GROUP II OVERHAULING OF AIR FIN COOLERS IN RTA23
Contract Period	1 Year(s) 6 Month(s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Item wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Advisory Bank	HDFC Bank
EMD Percentage(%)	0.50

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD % will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Sr. Manager (Commercial)

Numaligarh Refinery Limited, NUMALIGARH REFINERY Limited, NUMALIGARH REFINERY Limited, Ministry of Petroleum and Natural Gas [Note to bidders: The EMD must be submitted online on the portal of HDFC bank (instructions at Annexure-XVII of Tender Document) and its receipt must be uploaded along with offer in GeM Portal. If the EMD is not received along with the offer, offer shall not be considered for further processing.]
(Prasanta Barman)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required:

PRICE BREAKUP FORMAT - [1665393847.xlsx](#)

Additional Qualification/Data Required

Scope of Work:[1665393355.pdf](#)

Instruction To Bidder:[1665393370.pdf](#)

Service Level Agreement (SLA):[1665393376.pdf](#)

Payment Terms:[1665393382.pdf](#)

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Custom Bid For Services - Lumpsum Total Amount Inclusive Of Gst For Group I Overhauling Of Fixed Tube Sheet Type Heat Exchanger In Rta23	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1
Schedule 2	Custom Bid For Services - Lumpsum Total Amount Inclusive Of Gst For Group Ii Overhauling Of Air Fin Coolers In Rta23	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1

Custom Bid For Services - LUMPSUM TOTAL AMOUNT INCLUSIVE OF GST FOR GROUP I OVERHAULING OF FIXED TUBE SHEET TYPE HEAT EXCHANGER IN RTA23 (1)**Technical Specifications**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	LUMPSUM TOTAL AMOUNT INCLUSIVE OF GST FOR GROUP I OVERHAULING OF FIXED TUBE SHEET TYPE HEAT EXCHANGER IN RTA23
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - LUMPSUM TOTAL AMOUNT INCLUSIVE OF GST FOR GROUP II OVERHAULING OF AIR FIN COOLERS IN RTA23 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	LUMPSUM TOTAL AMOUNT INCLUSIVE OF GST FOR GROUP II OVERHAULING OF AIR FIN COOLERS IN RTA23
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

NUMALIGARH
REFINERY
LIMITED



A GOVERNMENT OF INDIA ENTERPRISE

(Domestic Open Tender)

TENDER DOCUMENT FOR – “OVERHAULING OF FIXED TUBE SHEET TYPE HEAT EXCHANGER AND AIR FIN COOLERS AT NRL SITE DURING RTA 2023”.

Work Location: Numaligarh, Assam

Bidder's offer ref: _____ **Dtd.** _____

PART–I: UNPRICED BID



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



NUMALIGARH REFINERY LIMITED (NRL) NOTICE INVITING TENDER (NIT)

Date: 10.10.2022

(The services require under this contract is related to safety & critical maintenance and as such, there will be no relaxation pertaining to 'Prior Turnover' and 'Prior experience/ technical requirements' for MSE and 'Start Up' bidders in this tender. Pre-Qualification Criteria must be complied by all the participating bidders)

To,

PROSPECTIVE INDIAN BIDDERS

Subject: Tender Document for - "Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023".

Dear Sir,

Numaligarh Refinery Limited (NRL), a Government of India Enterprise [having registered office at 122A, G.S. Road, Christianbasti, Guwahati-781005], invites bid in GeM Portal from competent and experienced Indian bidders for the following under two part bid system (Part-I: Techno-commercial Part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre-Qualification Criteria (PQC):

- Name of the work** : **Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.**
- Earnest Money Deposit (EMD)** : **Rs.38,000/- (Rupees Thirty Eight Thousand only).**

Note: 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 in GeM Portal. If the EMD is not received along with the offer, offer shall not be considered for further processing.

However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload their 'Udyam Registration' (as explained in **Annexure-X**) instead of the EMD deposit receipt.

- Validity of Contract & Contractual Period** : Contract will be valid for 18 months from the date of award. Tentative schedule for mobilize their resources at NRL Site by March-April'2023. However, EIC or his representative will intimate the party approx. 30 days prior to the commencement of the work to mobilize the same.

Duration of contract will be for 45 days from the date of handing over of the required work front/ site (tentatively 30 days for shutdown period and 15 day for Pre-shutdown job requirement). Contractor to note

that jobs shall be spread over various plants in the refinery viz. CDU-VDU, DCU, HCU, H2U, MSP, SRB, SDU, DHDT & WHFU and scheduled maintenance days per plant shall be approximately 24 days which means 24 maintenance days for all the plants shall be staggered over a period of 30 days during shutdown. This excludes coverage for plant start up and recommissioning activities. Contractor shall have to provide coverage till plant stabilization to attend hot bolting jobs wherever required.

4. **Online Bid & EMD Submission:** : As per GeM bid document.
5. **Bid Opening date & time** : As per GeM bid document.
6. **Place of Submission of Bid** : Being an e-tender, the bid has to be submitted online in the GeM Portal.
7. **Scope of Work and Supply:** The scope of work & supply of this work will be in accordance with the NIT, Technical Tender Document and its Annexures etc, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (E-I-C).
8. **Priced Evaluation And Award:**
 - a) Tender comprises of **02 (Two) Groups** as under:
 - ❖ **Group-I** : Overhauling Of Fixed Tube Sheet Type Heat Exchanger in RTA'23 (*which comprises of SOR Item sl. no. 10.1, 10.2, 10.3, 10.4, 10.5 & 10.6*).
 - ❖ **Group-II** : Overhauling of Air Fin Coolers in RTA'23 (*which comprises of SOR Item sl. no. 20.1, 20.2 & 20.3*).
 - b) Evaluation will be on '**GROUP WISE LOWEST OFFER (L1) BASIS**'.
 - c) **Firm LUMP SUM TOTAL AMOUNT AGAINST EACH GROUP** should be quoted in priced bid in GeM Portal considering all SOR items of that group and their corresponding quantities, inclusive of all taxes, duties, levies and GST.
 - d) **Price Breakup:** Breakup of the '**LUMP SUM TOTAL AMOUNT AGAINST EACH GROUP**' shall be separately uploaded in the "**Price Breakup Excel Format**" provided in GeM Bid Document, which shall be submitted as a part of the priced bid.
 - e) Bidder to enter only '**UNIT RATE (EXCL. OF GST)**' in Price Break-up Excel Format. This excel sheet is formula driven and will automatically calculate Total Amount (incl. of GST) from the 'UNIT RATE' entry made by the bidder.
 - f) Bidders must ensure that the UNIT RATES are carefully and correctly entered in the "Price Breakup Excel Format", so that the breakup matches with **lumpsum total amount (including GST)** quoted in priced bid field in GeM Portal.

g) In the event of any mismatch, **lumpsum total amount** quoted in priced bid field in GeM Portal will be considered for comparison/evaluation of the tender for determining L1/ successful bidder. However, lower of the two mismatching values shall be considered for ordering as per procedure explained below:-

- In case **lumpsum total amount** of L1/successful bidder in GeM portal is higher than the total amount incl. of GST computed in the Price Breakup, bidder need to offer discount on their **lumpsum total amount** to match the same with the value in price break-up format. Rates indicated by the bidder in the Price Break-up shall form the basis for computation of order value.
- In case **lumpsum total amount** of L1/successful bidder in GeM portal is lower than the total amount incl. of GST computed in the Price Breakup, bidder shall be asked to submit revised Price Breakup. However in the revised price break-up; only reduction of already quoted rates of items is permitted.

Notwithstanding the above, offers with mistakes/mismatches related to price may also be considered invalid and summarily rejected at NRL's discretion. Similarly, offers with unworkable price may be considered invalid and summarily rejected at NRL's discretion.

9. **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***

10. **Defect Liability Period:** 03 (three) months from the date of completion of the contract in all respect. Security Deposit shall be released after expiry of defect liability period.

11. **Terms of Payment** : Payment will be made on the basis of jointly measured actual executed quantity at the end of completion of the job up to satisfaction of E-I-C.

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

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

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

12. **Price, Taxes, and Duties:** Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm price in GeM Portal inclusive of all taxes (including GST), duties & levies on which no variation will be allowed.

Note : It is for the bidder to assess and ascertain the rate of above taxes & duties applicable on quoted item (s). 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.

13. **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.

14. **Other Terms and Conditions:**

- (a) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (b) Bids from consortium / joint venture shall not be considered.
- (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) **DGM (Mechanical Maintenance), NRL Numaligarh** shall be the Engineer-in-charge (E-I-C) of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (g) 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.

- (h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (i) No mobilization advance will be paid to the contractor for execution of this work.
- (j) The 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.
- (k) 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 -> Tender Manual -> Circular of Wages for Contract Workmen (New)}].
- (l) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 (ii) of GCC).
- (m) **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 8 of GCC).
- (n) 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

(o) 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
- (p) 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. 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) Link: https://www.nrl.co.in/upload/HolidayListingPolicy_12082021.pdf

- (q) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (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) NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidders credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.
- (t) After issuance of order to the successful Bidder by NRL, NRL will return the EMD to all unsuccessful Bidders. The EMD submitted by successful Bidder will be returned after depositing Initial Security Deposit. Alternatively, EMD of successful bidder can also be converted to security deposit for due performance of the contract if the contractor so desires.
- (u) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- (v) In case any bidder is found to be involved cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future.
- (w) NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids without assigning any reason thereof.

- (x) **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.

15. **ADDENDA/CORRIGENDA OF BIDDING DOCUMENT:** NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum/corrigendum during the bidding period or subsequent to receiving the bids. Any Addendum/corrigendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum/corrigendum duly signed and stamped in token of his acceptance.

The bidder must submit IT PAN No, GST registration Certificate and PF registration Certificate, ESI with their offer.

**CGM (Commercial)
Numaligarh Refinery Limited**

Contact Person: Prasanta Barman
Email ID: prasanta.barman@nrl.co.in
Mob: 9435351372

PRE-QUALIFICATION CRITERIA (PQC)

Job Name : Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

The intending bidders for above tender should meet all the qualification criteria mentioned below:

1. PAST EXPERIENCE CRITERIA

Bidder must have Past Experience of having **successfully completed ***similar work*** in any Crude Oil Refinery / Petrochemicals Plants / Fertilizer Industry in India during last 10 (ten) years, ending last date of month previous to the one in which bids are invited; should be either of the following:

- **One** similar work costing not less than = **Rs.38.12 Lakhs**
- Or, **Two** similar works costing not less than = **Rs.30.49 Lakhs each**
- Or, **Three** similar works costing not less than = **Rs.22.87 Lakhs each.**

*****Similar work:*** Air Fin Coolers overhauling or Heat Exchanger overhauling job.

Documents to be submitted by bidder in Support of PQC- Past Experience Criteria: Copies of Relevant Work Order (s) with SOR and corresponding completion certificates are to be enclosed with un-priced bid. The completion certificate should consist of Name of Work, Work Order number & date, Actual executed value and Actual completion date. The value of past experience shall be adjusted at a simple rate of 07% for every completed year and / or part thereof ending last day of the month proceeding the month in which bids are invited. Provisional Job Completion Certificate or Job Completion Certificate issued against incomplete / in-progress job will not be acceptable.

2. AVERAGE ANNUAL TURNOVER: During the last 03 (Three) financial years, shall be at least Rs.22.87 lakhs.

Documents to be submitted by bidder in support of PQC (Average Annual Turnover Criteria): Bidders to submit copies of audited Trading and P/L account(s) for the last three financial years in support of annual turnovers or certification of annual turnover for the last three financial years from a registered chartered accountant firm.

3. POSSESSION OF VALID GST REGISTRATION CERTIFICATE: Bidders are requested to upload their 'VALID GSTIN/UIN Certificate' along with the Bid Document. NRL at its discretion may not consider the bidder's bid for further evaluation if the same is not found uploaded with the bid or not found to be valid in GST portal.

SPECIAL NOTE TO THE BIDDERS:

- Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to above PQC (Pre-Qualification Criteria) along with their un-priced technical offer. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. NRL at its discretion may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. However, Bidder shall not be allowed to submit new references or document related such new references with respect to their past experience unless it is not mentioned in their original offer.
- It is to be noted that experience as main contractor will only be taken cognizance 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 also be acceptable provided the same is endorsed in original by Engineer-in-charge of NRL in terms of job description and value.

For accepting experience as sub-contractor(s) or contractors under Private Organizations, in addition to the requisite certificates (letter of award and job completion certificate etc.) TDS certificate issued by principal contractor / private organization shall form the basis for considering experience and value of work executed.

- NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

Document submitted in support of PQC	Communication Address	Email-ID

- ***The services require under this contract is related to safety & critical maintenance and as such, there will be no relaxation pertaining to 'Prior Turnover' and 'Prior experience/ technical requirements' for MSE and 'Start Up' bidders in this tender. Pre-Qualification Criteria must be complied by all the participating bidders)***

TECHNICAL TENDER DOCUMENT

JOB NAME: OVERHAULING OF FIXED TUBE SHEET TYPE HEAT EXCHANGER AND AIR FIN COOLERS AT NRL SITE DURING RTA 2023.

Contents:

1. Job Title
2. Selection Criteria
3. Scope of Contract
 - 3.1. General
 - 3.2. Terms and Conditions of the contract: Technical
 - 3.3. Terms and Conditions of the contract: Safety and Environment
 - 3.4. NRL's Obligations

1. Job Title: Overhauling of Fixed Tube sheet type heat exchangers AND Air Fin Coolers during RTA2023.

2. PQC Past Experience Criteria: Refer PQC above.

3. Scope of Contract:

3.1. General:

1. Duration of contract will be for 45 days from the date of handing over of the required work front/ site (tentatively 30 days for shutdown period and 15 days for Pre-shutdown job requirement).
Contractor to note that jobs shall be spread over various plants in the refinery viz. CDU-VDU, DCU, HCU, H2U, MSP, SRB, SDU, DHDT & WHFU and scheduled maintenance days per plant shall be approximately 24 days which means 24 maintenance days for all the plants shall be staggered over a period of 30 days during shutdown. This excludes coverage for plant start up and recommissioning activities. Contractor shall have to provide coverage till plant stabilization to attend hot bolting jobs wherever required.
2. The Contractor shall strictly follow NRL work permit. No work within NRL premises can be done without a work permit issued by NRL. All cold jobs shall be governed by cold permits and all hot jobs by hot permits only. These shall be obtained prior to start of any activity and shall be kept at the work-spot by the concerned supervisor of the contractor. The workers & Supervisor have to undergo compulsory safety awareness program conducted by NRL prior to start of work which is a pre-requisite for gate pass. Supervisors must be aware of industrial safety norms, permit system etc. apart from job specific technical competence and owner may decide to take interview to cross check competence level of such key personnel.
3. Payment will be made on the basis of jointly measured actual executed quantity at the end of completion of the job up to satisfaction of E-I-C.
4. Contractor shall have to follow NRL gate pass system for plant entry which includes Safety training, PF, ESI/ Insurance and Police verification. Required documents to be submitted as per NRL requirement.
5. The contractor shall provide adequate supervision for the work for better control. The site in charge/ supervisors must be well conversant of work in the Refinery and Safety requirements.
6. Items like nuts, bolts, studs, gaskets, spares will be provided by NRL free of cost, which has to be collected by the contractor's personnel from the owner's storage point.

7. Following documents are to be submitted after placement of work order: **(Refer Details list of documents in Annexure-IV)**
- a) List of tools & tackles, equipment, machineries and measuring instruments to be used in the contract.
 - b) Contractor has to submit gate pass application forms along with relevant documents for his workmen & supervisors **before 1 week** of starting of the job through e-portal available in NRL website.
 - c) Test certificates (true copies) of equipments, machineries, all lifting tools and tackles to be deployed along with calibrated pressure gauge.
 - d) Compliance certificates for all statutory laws applicable to this contract. (Insurance coverage shall be from the date of handing over of site).
- 8. Tentative schedule for mobilize their resources at NRL Site by March-April'2023. However, EIC or his representative will intimate the party approx. 30 days prior to the commencement of the work to mobilize the same.** Date of issue of first permit to the contractor shall be considered as starting date of the job.
- 9. SOR rate will be valid for 18 months from the date of order.**
- 10. Tender will be considered only when, NRL is satisfied with experience and capability of the tenderer to take up this work.
 - 11. Contractors have to give declaration to ensure compulsory use of all necessary PPEs like Boiler suit, safety goggles, safety shoe, safety belt, hand gloves, helmet etc. by all of his workmen, otherwise it shall not be considered for the job.
 - 12. Toolbox talk to be conducted by the contractor/ supervisor every morning to his workers during execution period.
 - 13. Work has to be executed in any location, height, position, day and time.
 - 14. Contractor shall make his own canteen arrangement for his workmen at his own cost.
 - 15. Contractor shall make his own accommodation arrangement for his workmen at his own cost.
 - 16. The contractor has to arrange his own facilities for transportation of his workmen / resources to the work area on all occasions.
 - 17. The contractor has to work parallel to the other contractors and will be required to work round the clock basis depending upon the job progress to meet the stipulated time schedule for completion of the jobs.
 - 18. Quantity indicated in the tender document is tentative only and no guarantee can be given for execution.
19. Conditions not covered above shall be governed by the G.C.C. of NRL.

3.2. Terms and Conditions of the contract: (Technical)

- 1. Execution of SOR items with necessary resources will be under the scope of the contractor. Bidder is requested to go through the SOR carefully in order to understand the scope of job scope. Broadly it is summarized for Heat Exchangers as opening of heat exchanger covers, manual cleaning of entire exchanger and its parts, hydro testing of heat exchanger, plugging of leaky tubes (if any) and retesting, box-up, blinding/ de-blinding, gasket cutting/ fitting, hot bolting etc. as per instructions of Engg-In-Charge. Similarly for Air Fin Cooler it is summarized as blinding, opening of air fin cooler covers/plugs, fasteners, gasket cutting/fitting etc., box-up of covers/plugs after hydro-blasting and inspection activities, testing of tubes, plugging of leaky tubes, if any and retesting, boxing up, de-blinding, hot bolting etc. as per instructions of Engineer-In-Charge (E-I-C).

2. Contractor has to mobilize manpower simultaneously in all units and to complete the job within the contractual period. Credential requirement for manpower is furnished in "Technical Tender Document **Annexure - I**".
3. Party may have to mobilize any resource on crash basis in odd hours including Holidays / off days and continue the job on round the clock basis. Party must also have elaborate communication modes in place to cater to any emergency situation.
4. Work on progress and completed work will be offered for stage wise inspection (Pre-cleaning, post cleaning visual and specific NDTs (thickness /UDF/ LFET / TOFD etc), to NRL or third party, inspection of gaskets, hydrotest witness etc.) NRL or any third agency as per specific work instructions of EIC.
5. The defect liability period for any work carried out by the contractor will be for a period of 03 (three) months after job completion.
6. The work shall be executed as per specific codes / standards and guidelines as per general engineering practices and as per work instruction.
7. Contractor has to mobilize all required tools & tackles, equipments, machineries, accessories and measuring instruments simultaneously in all the units and complete the job within contractual period. Indicative lists depicting requirement of tools & tackles, equipments, machineries, accessories and measuring instruments for this job are furnished in "Technical Tender Document **Annexure - II and III**". The lists are indicative only and thus not signify sufficiency.
8. Following activities will be attributable for completion of any work as and where applicable.
 - a) Return of safety work permit
 - b) Cleaning of area during and after completion of work. Non-compliance will attract penalty as per Annexure-8 of NRL's GCC and EIC or his representative may decide not to certify the job.
 - c) Return of excess material and / or scrap to store or scrap yard / owners' storage point. The contractor shall bear the cost of lifting, carting from issue points to work site / contractor store, custody, handling etc. Return of temporary facility / equipment, mobilized for the work including fire protection apparatus etc.
9. In case of materials under custody of the contractor, though property of the owner will remain under the responsibility of the contractor, the contractor will be responsible to preserve them in good working condition as required by E-I-C to the satisfaction of the owner till such time same is erected, tested, handed over and taken over by owner after the job is completed in all respects. For any loss or damage to materials while in the contractor's custody, contractor shall replace / repair at his own cost otherwise recoveries will be made from the contractor's bill and the decision of the E-I-C as to the amount of recovery will be final.
10. Contactor shall execute the job on round the clock basis with adequate resources.
11. No idle charges for contractor's workmen, tools and equipments deployed for the work shall be paid in any case.
12. In case any defect arising out of reason attributable to poor workmanship the same has to be attended to and rectified by the contractor at no extra charge.
13. Immediate mobilization and completion of work as per mutually agreed and set target is pre-requisite for such work and failing to comply the same may lead to termination of contract. Upon failure of the contractor to comply with any instruction given in accordance with provisions such as quality of work, progress of jobs, non-conformity with

the prescribed time such as work plan, incompetence to do the allotted work, inadequacy of resources required for the work, shortcomings of proper skill for work etc., the Engineer- In- Charge will have the right to re-contract or take up the work for execution partly or fully, departmentally or place additional manpower forces, tools, equipments and materials for such part of work as it may deem necessary for the timely completion of the jobs, after giving a notice of 8 hours. In such cases, the cost of such works and materials/ resources/ work contracts deployed will be recovered from contractor.

14. Contractor will hold single point responsibility of collecting the required materials / machineries / accessories / spare parts / consumables etc from NRL storage point wherever applicable.
15. Indicative list of heat exchangers and Air Fin Coolers is attached as **Annexure- V**.
16. Items/ spares like nuts, bolts, studs, gaskets, piping materials, structural materials, consumables (except those items specified as contractor's supply) will be provided by NRL free of cost, which has to be collected by the contractor's personnel from the owner's storage point.
17. If the equipment or any part of the equipment or internals is required to be dismantled and transported to central workshop / other places of NRL for maintenance and bringing back and installation after maintenance, the contractor has to engage their tools & tackles, manpower for the same. However, crane, hydra and tractor trailer will be provided by NRL.
18. If required, gasket cutting to specific sizes from sheet gasket to be done by contractor without any extra cost.
19. Electric lamp of 24V will be provided by NRL but fitting of these in required position is within the scope of the contract.
20. All consumables, like emery paper, cloth, waste cotton etc, are to be arranged by the contractor.
21. All required area preparation like providing barricade, screens, covering nearby equipments etc. shall be in the scope of the contractor.
22. Hydro jetting cleaning of heat exchanger tubes will be done by another agency.
23. Retubing works, if arises, shall be done by NRL through another agency.
24. Tube plugging if any required to be done by the contractor.
25. Dropping of stacked exchanger may be required from position for convenience of overhauling.
26. All necessary arrangement to be done for hydrotesting of heat exchanger. Hydrotest fixtures/ spool for water fill-up & pressure testing to be provided by contractor for each exchanger.
27. Hydro-test pump to be mobilized by the contractor as per hydrotest pressure.
28. Any removal of structural required for overhauling will be under the scope of contractor.
29. Indicative list of exchanger wise blind is attached as **Annexure-VI**. Blinds/Tail Blinds shall be provided by NRL.
30. After award of contract, Contractor(s) must obtain Insurance Coverage in respect of workmen towards compensation as admissible under the workmen's compensation Act. Contractor(s) will be permitted to commence work only after obtaining Insurance Coverage for workmen. Contractor(s) is requested to deduct PF contribution as admissible to contract labour and also contribute equal amount and deposit the total amount to PF account for contract labour.
31. Contractor(s) must arrange labour license for above mentioned work in case they are engaging more than nineteen labours a day.
32. Contractor shall pay to his workman wages not less than the minimum wages as per prevailing wage rate based on wage revision dated 01.03.2019 applicable at NRL site. The worker wage sheet of workmen engaged by the party duly signed by the contractor shall have to be submitted to Engineer-In-Charge for bill processing.

33. Demobilization from site for any type of resource shall be allowed only with permission from EIC.
34. Quantity indicated in the tender document is tentative only and no guarantee can be given for execution. Final quantity may vary based on actual requirement.
35. Bidder is to submit following Documents along with the Techno -Commercial Bid
 - i) "Signed & stamped" copy of this tender document as token of acceptance.
 - ii) Undertaking on their letter head that they will deploy experienced and qualified workmen
 - iii) Undertaking to mobilize all required tools & tackles, machineries before actual start of job.
 - iv) Undertaking to use tested/certified equipment, tools & tackles, lifting tools etc.
 - v) Undertaking to use calibrated pressure gauge during hydro-test.
 - vi) Round the clock mobilization undertaking as per job planning.
 - vii) Mandatory PPE compliance undertaking

3.3. Terms and Conditions of the contract: (Safety and Environment)

1. The contractor shall strictly follow the existing work permit system in the Refinery. No work within the Refinery premises should be done without a valid work permit issued by NRL and Job Safety Analysis (JSA) wherever necessary. All cold jobs shall be governed by Company's cold permit system. Apart from this height permit and Job safety Plan shall also be taken by the contractor on applicable situations. These shall have to be obtained prior to start of any jobs / activity and permit shall be kept at the work location by the concerned supervisor of the contractor liable for checking at any point of time.
2. All the contractor workmen including site in charge and supervisor should undertake the statutory Fire & Safety training prevalent in NRL.
3. Contractor shall have to follow NRL gate pass system for plant entry. Return of gate passes is a prerequisite for release of final bill.
4. All PPE required for this job will be arranged by the contractor.
5. Noncompliance of safety norms shall invite panel deduction as per Annexure-VIII of NRL's GCC.
6. Contractor shall abide by all types of Safety, Quality, Health & Environment rules / standard followed in NRL.
7. Contractor shall take care for safety & security of their staff and materials inside the refinery premises.

3.4. NRL's obligations:

1. NRL will provide the contractor a suitable place / area for establishing his site office.
2. Power, air, water from the nearest place will be provided by NRL free of cost subject to availability as per job requirement and as decided by EIC.
3. Subject to job requirement NRL will provide Crane, hydra, trolley/trailor etc. free of cost as per job schedule.
4. Scaffolding will be under the scope of NRL.
5. Hydro jetting cleaning of the exchangers will be done by another agency.

Quantity indicated in the tender document is tentative only and no guarantee can be given for execution. Final quantity may vary based on actual requirement. In case of additional quantity requirement, it shall be in accordance to same rates, terms and condition as per instruction of EIC based on requirement during RTA period for refinery safety.

TECHNICAL TENDER DOCUMENT- ANNEXURE - I

CREDENTIAL REQUIREMENT FOR MANPOWER:

a) Site-in-Charge: 01 no. (indicative)

Graduate in Engineering or Diploma in Engg. Or Degree with relevant industrial work experience. He should be aware of all the industrial safety norms and capable of leading his team and suggest remedial measures as and when necessary.

b) Safety Supervisor: 03 nos. (indicative)

Safety supervisors shall have relevant experience of supervising safety aspects.

c) Technical Supervisor: 05 nos. (indicative)

Diploma in Engineering / ITI certificate holder with relevant industrial work experience or atleast three years relevant industrial experience.

d) Tentative Minimum Manpower requirement for each group:

- i. Fitter, Rigger, Helper etc with competency in respective area and fit for working at different height in platforms/scaffoldings.
- ii. Electrician having ITI certificate with relevant industrial work experience and fit for working at different height in platforms/scaffoldings.

TECHNICAL TENDER DOCUMENT- ANNEXURE-II

INDICATIVE TYPES OF TOOLS & TACKLES, EQUIPMENTS AND MACHINERIES REQUIRED:

1. Chain pulley 5T
2. Chain pulley 3T
3. Toolbox (including Slugging Wrench, Hammer with Wooden Handle etc).
4. Hydro testing Pump of required capacity
5. Sling and D-shackle 2T, 3T, 5T, 10T

Following documents are to be submitted after placement of work order.

- a) List of tools & tackles, equipments, machineries, accessories and measuring instruments to be used in the contract.
- b) Test certificates (true copies) of equipments, machineries, all lifting tools and tackles to be deployed.

TECHNICAL TENDER DOCUMENT- ANNEXURE -III

INDICATIVE TYPES OF MEASURING INSTRUMENTS REQUIRED:

1. Master spirit level
2. Measuring tape
3. Pressure Gauge of different ranges.

NB: The above resources are indicative and not exhaustive. It is the responsibility of the contractor to mobilize adequate resources, manpower and complete the job in all respect within schedule.

TECHNICAL TENDER DOCUMENT- ANNEXURE -IV

DOCUMENTS OR OTHER REQUIREMENT IMMEDIATELY AFTER PLACEMENT OF ORDER (WITHIN ONE WEEK OR AS AGREED JOINTLY):

Site visit is must for job procedure finalization, identifications of spares & tools, earth moving equipment, and various data for necessary job planning.

Following documents are to be submitted at least 7 days before handing over of site unless mentioned otherwise:

- a) List of tools and tackles to be used in the contract
- b) Application for gate passes for manpower along with list of manpower indicating names and designations for which gate passes are applied. (7 days before handing over of site).
- c) PPE issue record to each workman for which gate passes are applied. (On the day of handing over of site).
- d) Manpower distribution planning in reference to bid.
- e) Test certificates (true copies) of all equipment, all lifting tools and tackles to be deployed.
- f) Plan for communication during odd hour (Intrinsic phone/VHF set).
- g) Compliance certificates for all statutory laws applicable to this contract. (Insurance coverage shall be from the date of handing over of site).
- h) Power connection formalities to be complied in consultation with Electrical Maintenance as per prevailing procedure.
- i) Electrical load details for connection.

TECHNICAL TENDER DOCUMENT- ANNEXURE -V

Sl.	Unit	Exchangers	No of Tubes	Type	Service (Shell)	Service (Tube)	Manufacturer	Hydrotest Pressure (Kg/cm2)(Shell)	Hydrotest Pressure (Kg/cm2)(Tube Side)
1	H2U	05-EE-212 (Water Cooler)	1150	Fixed	PROCESS GAS	COOLING WATER	BHPV, Vizag	40.4	13.5
2	H2U	05-EE-215 A (Final HDS Preheater)	401	Fixed	STEAM	NAPTHA + H2	TPEIL	71	76
3	H2U	05-EE-215 B (Final HDS Preheater)	401	Fixed	STEAM	NAPTHA + H2	TPEIL	71	76
4	H2U	05-EE-220 A	197	Fixed	STEAM	NAPHTHA	L & T	70.5	13.5
5	H2U	05-EE-234 (Shutdown cooler)	76	Fixed	NITROGEN	COOLING WATER	NO DWG	13.5	13.5
6	SDU	18-EE-130 A (Primary Lube oil cooler)	150	Fixed	Lube Oil	Cooling water	Voltas LTD	27	20.8
7	SDU	18-EE-130 B (Primary Lube oil cooler)	150	Fixed	Lube Oil	Cooling water	Voltas LTD	27	20.8
8	SDU	18-EE-131 (Fixed) Propane Condenser	2424	Fixed	Propane	Cooling water	Voltas LTD	23.9	18.4
9	SDU	18-EE-132 (Economizer)	282	Fixed	Propane	Propane	Voltas LTD	23.9	18.4
10	SDU	18-EE-133 (Chiller)	1274	Fixed	Propane	Propane	Voltas LTD	23.9	22.6
11	SDU	18-EE-134A (Secondary Lube Oil Cooler)	58	Fixed	Lube Oil (PAO)	Cooling water	Voltas LTD	27	20.8
12	SDU	18-EE-134B (Secondary Lube Oil Cooler)	58	Fixed	Lube Oil (PAO)	Cooling water	Voltas LTD	27	20.8
13	SRU	07-EE-02/ 03 (Condenser-I & Condenser II) BFW/ LP Steam	208	Fixed	B.F.W + L.P. STEAM	PROCESS GAS	BHPV	9.75	7.35
14	SRU	07-EE-004 REHEATER-II (2nd Floor)	102	Fixed	HP STEAM	PROCESS GAS	REYNOLDS ENGINEERING	70.5	1.35
15	SRU	07-EE-005 REHEATER-III (2nd Floor)	76	Fixed	HP STEAM	PROCESS GAS	TAS ENGG CO PVT LTD.	70.5	1.35
16	SRU	07-EE-06/ 07 (Condenser-III & IV)	172	Fixed	B.F.W + L.P. STEAM	PROCESS GAS	BHPV	9.75	7.35
17	SRU	07-EE-09 (Acid Gas Preheate)	25	Fixed	LP STEAM	ACID GAS	ANNAND ENGG PVT LTD.	9.75	6.6
18	HCU	04-EE-13 (HN REBOILER)	225	Fixed	FRAC PUMP AROUND	HEAVY NAPHTHA	NEWTON ENGG	25.5	16.95
19	HCU	04-EE-16 (KERO REBOILER)	843	Fixed	FRAC PUMP AROUND	KEROSENE	MAPL	25.5	16.95
20	HCU	04-EE-30 (DE Ethaniser Reboiler)	327	Fixed	FRAC PUPMAROUND	LPG NAPHTHA	MAPL	25.5	24.6
21	HCU	04-EE-32 (Stabiliser Reboiler)	225	Fixed	FRAC PUMP AROUND	LT NAPHTHA	NEWTON ENGG	25.5	21.0
22	HCU	04-EE-35 A (MUG. 1st st. intercooler)	211	Fixed	H2	Cooling Water	NOUVOPIGNONE	75	51
23	HCU	04-EE-35 B (MUG. 1st st. intercooler)	211	Fixed	H2	Cooling Water	NOUVOPIGNONE	75	51
24	HCU	04-EE-35 C (MUG. 1st st. intercooler)	211	Fixed	H2	Cooling Water	NOUVOPIGNONE	75	51
25	HCU	04-EE-36 A (MUG. 2st st. intercooler)	211	Fixed	H2	Cooling Water	NOUVOPIGNONE	169.5	113.25
26	HCU	04-EE-36 B (MUG. 2st st. intercooler)	211	Fixed	H2	Cooling Water	NOUVOPIGNONE	169.5	113.25
27	HCU	04-EE-36 C (MUG. 2st st. intercooler)	211	Fixed	H2	Cooling Water	NOUVOPIGNONE	169.5	113.25
28	HCU	04-KA-SC-001 (RGC hot well condenser)	1150	Fixed	Hot condenset	Cooling Water		*	11.02
29	DCU	05-EE-220 B shifted to DCU from H2U (Slop reprocessing exchanger)	197	Fixed	HC	MP STEAM	ANUP ENGINEERING	70.5	13.5
30	MSU	14-EE-004 (Stripper reboiler)	394	Fixed	HP STEAM	HC	THE INDIAN SUGAR & GENERAL ENGG. CORP.	77	31.5
31	MSU	14-EE-008 (Splitter reboiler)	1013	Fixed	MP STEAM	HC	R.D. Engineers.	24.75	16.5
32	MSU	14-EE-12A (Compressor LO cooler)	96	Fixed	H2 + H2S + HC	H2 + H2S + HC	KIRLOSHKAR PNEUMATIC CO. LTD.	12	12
33	MSU	14-EE-12B (Compressor LO cooler)	96	Fixed	H2 + H2S + HC	H2 + H2S + HC	KIRLOSHKAR PNEUMATIC CO. LTD.	12	12
34	MSU	15-EE-014 (Propane condenser)	1180	Fixed	PROPANE	Water	KIRLOSHKAR PNEUMATIC CO. LTD.	NA	16.9
35	MSU	16-EE-006 (ISOM Stabilizer reboiler)	263	Fixed	MP STEAM	HC	R.D. Engineers.	24.75	22.5
36	MSU	16-EE-010 (DIH Reboiler)	394	Fixed	MP STEAM	HC	R.D.Engineers.	24.75	16.95
37	MSU	16-EE-014A (Lean Oil Chiller)	40	Fixed	PROPANE	HC	Kirloskar Pneumatic CO.LTD.	*	20.8
38	MSU	16-EE-014B (LPG separator drum chiller)	243	Fixed	PROPANE	HC-H2	Kirloskar Pneumatic CO.LTD.	*	20.8

TECHNICAL TENDER DOCUMENT- ANNEXURE -V

Sl.	Unit	Exchangers	No of Tubes	Type	Service (Shell)	Service (Tube)	Manufacturer	Hydrotest Pressure (Kg/cm2)(Shell)	Hydrotest Pressure (Kg/cm2)(Tube Side)
39	MSU	16-EE-018 (LPG Stripper Reboiler)	394	Fixed	SH STEAM	HC	The Indian Sugar & General Engineering Corporation.	86	47.3
40	NSU	01-EE-101 (Wax feed cooler)	602	AEL	MP STEAM	Naphtha	Meenakshi Associates	13.24	10.2
41	NSU	01-EE-101 (NSU)	602	AEL	LP STEAM	SRN BTMS	Meenakshi Associates	13.24	10.2
42	NSU	01-EE-102 (NSU)	2083	AEL	LP STEAM	HCN BTMS	Meenakshi Associates	15	10.2
43	NSU	01-EE-106 (NSU)	401	AEL	LP STEAM	HCN BTMS	Meenakshi Associates	13	12.5
44	NSU	01-EE-112 (NSU)	19	AEL	LP STEAM	COLD HCN	Meenakshi Associates	14.95	19.5

* HT pressure will be decided based on site condition.

TECHNICAL TENDER DOCUMENT- ANNEXURE -V

Sl.	SDU (Fin fan)	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	18-EA-101 A (SOLVENT AIR COOLER T 195)	195	B	Header Cover	5.46
2	18-EA-101 B (SOLVENT AIR COOLER T 195)	195	B	Header Cover	5.46
3	18-EA-101 C (SOLVENT AIR COOLER T 195)	195	B	Header Cover	5.46
4	18-EA-101 D (SOLVENT AIR COOLER T 195)	195	B	Header Cover	5.46
5	18-EA-102 A (CONDENSATE AIR COOLER)	80	A	Header Cover	5.46
6	18-EA-102 B (CONDENSATE AIR COOLER)	80	A	Header Cover	5.46
	A:2; B:4				
Sl.	OLD SRU	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	08-EA-001 (Sour water CR fin Fan cooler)	75	A	Plug	28.5
2	08-EA-002 (Sour water CR fin Fan cooler)	165	B	Plug	19.5
Sl.	WHFU	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	19-EA-101 A (TEMPERED WATER AIR COOLER)	136	B	Plug	6.37
Sl.	HCU (Fin fan)	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	04-EA-00-002A (Faractionator overhead)	117X2	C	Header Cover	5.25
2	04-EA-00-002B (Faractionator overhead)	117X2	C	Header Cover	5.25
3	04-EA-00-002C (Faractionator overhead)	117X2	C	Header Cover	5.25
4	04-EA-00-002D (Faractionator overhead)	117X2	C	Header Cover	5.25
5	04-EA-00-002E (Faractionator overhead)	117X2	C	Header Cover	5.25
6	04-EA-00-002F (Faractionator overhead)	117X2	C	Header Cover	5.25
7	04-EA-00-002G (Faractionator overhead)	117X2	C	Header Cover	5.25
8	04-EA-00-002H (Faractionator overhead)	117X2	C	Header Cover	5.25
9	04-EA-00-004 (Kerosene product)	78+96+96+48	C	Header Cover	22.5
10	04-EA-00-005 (Diesel product)	38+74+58+58	C	Header Cover	22.5
11	04-EA-00-006 ST (Faractionator Bottom)	32+32	A	Header Cover	9.75
12	04-EA-00-007 (Stablizer bottoms)	17+34+17	A	Header Cover	1.75
13	04-EA-00-008A (Stablizer overhead)	84+28	B	Header Cover	20.4
14	04-EA-00-008B (Stablizer overhead)	84+28	B	Header Cover	20.4
Sl.	DCU	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	03-EA-006 A (FRAC OVHD Air condenser)	170	B	Header Cover	6
2	03-EA-006 B (FRAC OVHD Air condenser)	170	B	Header Cover	6
3	03-EA-008 (Kerosine I PRODUCT)	76	A	Header Cover	17.55
4	03-EA-010 (Kerosine II PRODUCT)	44	A	Header Cover	18.75
5	03-EA-012 (GAS OIL PROD.)	76	A	Header Cover	19.5
6	03-EA-014 (HGO PROD)	190	B	Header Cover	18.75
7	03-EA-016 (Tenp water cooler)	70	A	Header Cover	7.8
8	03-EA-020 (STABILISED NAPTHA)	76	A	Header Cover	18.75
Sl.	CDU/VDU finfan	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	01-EA-00-101A/B/C	132	B	Header Cover	3.5
2	01-EA-00-102 A/B	255	B	Header Cover	3.8
3	01-EA-00-103A/B/C	204	B	Header Cover	9

TECHNICAL TENDER DOCUMENT- ANNEXURE -V

Sl.	DHDT Fin fan	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	21-EA-101 A/B/C/D (Reactor effluent air cooler)	180	B	Plug	102.7
2	21-EA-201 A/B (Stripper OH air cooler)	140	B	Plug	13
3	21-EA-202 A/B (Diesel product air cooler)	120	B	Header Cover	33.8
Sl.	MSP FIN FAN	No of Tubes	Category	Type	HT Pr.(Kg/cm2)
1	14-EA-01A (NHTU Reactor effluent fin-fan)	144	B	Plug	29.5
2	14-EA-01B (NHTU Reactor effluent fin-fan)	144	B	Plug	29.5
3	14-EA-02A (Stripper overhead fin-fan)	117	B	Plug	18.2
4	14-EA-02B (Stripper overhead fin-fan)	117	B	Plug	18.2
5	14-EA-03A (Heavy naphtha rundown fin-fan)	88	A	Plug	62.4
6	14-EA-03B (Heavy naphtha rundown fin-fan)	88	A	Plug	62.4
8	14-EA-04B (Splitter overhead fin-fan)	207	B	Plug	4.55
9	14-EA-04C (Splitter overhead fin-fan)	207	B	Plug	4.55
10	14-EA-04D (Splitter overhead fin-fan)	207	B	Plug	4.55
11	14-EA-05A (Condensate fin-fan)	144	B	Plug	4.55
12	14-EA-05B (Condensate fin-fan)	144	B	Plug	4.55
13	15-EA-01A (CRU Reactor effluent fin-fan)	328	C	Plug	40.3
14	15-EA-01B (CRU Reactor effluent fin-fan)	328	C	Plug	40.3
15	16-EA-01A (ISOM Stabilizer fin-fan)	60	A	Plug	21.45
16	16-EA-01B (ISOM Stabilizer fin-fan)	60	A	Plug	21.45
17	16-EA-02A (DIH fin-fan)	160	B	Plug	4.55
18	16-EA-02B (DIH fin-fan)	160	B	Plug	4.55
19	16-EA-03A (Regenerant fin-fan)	60	A	Plug	16.25
20	16-EA-03B (Regenerant fin-fan)	60	A	Plug	16.25

TECHNICAL TENDER DOCUMENT- ANNEXURE -VI

H2U Exchangers B/L

SI No	Description	Size	Line spec	Quantity	Type of blind
1	EE-212	14"	B25K/A3A	2&2	
2	EE-215A/B	4"	D5D	2	
3	EE-220A/B	2"/3" & 6"	A1A/D2A & A1A	2 & 1	
4	EE-234	2"/6" & 8"	A3A/A3A & A3A	2/2 & 1	
SDU EXCHANGERS B/L					
SI No	Description	Size	Rating	Blinding or De-blinding	Type of blind
	18 EE 130A	Primary Lube Oil Cooler			
1	S/S I/L body flange	4"	300	B	Tail
2	S/S O/L body flange	3"	300	B	Tail
3	T/S I/L body flange	3"	300	B	Tail
4	T/S O/L body flange	3"	300	B	Tail
5	S/S drain line body flange	2"	300	B	Tail
6	S/S vent line body flange	2"	300	B	Tail
7	T/S drain line body flange	2"	300	B	Tail
8	T/S vent line bdy flange	2"	300	B	Tail
9	4 nos. of bull flange	1.5"	300	D	
	18 EE 130B	Primary Lube Oil Cooler			
1	S/S I/L body flange	4"	300	B	Tail
2	S/S O/L body flange	3"	300	B	Tail
3	T/S I/L body flange	3"	300	B	Tail
4	T/S O/L body flange	3"	300	B	Tail
5	S/S drain line body flange	2"	300	B	Tail
6	S/S vent line body flange	2"	300	B	Tail
7	T/S drain line body flange	2"	300	B	Tail
8	T/S vent line bdy flange	2"	300	B	Tail
9	4 nos. of bull flange	1.5"	300	D	
	18 EE 131	Propane Condenser			
1	S/S I/L body flange	6"	300	B	Tail
2	S/S O/L body flange	6"	300	B	Tail
3	T/S I/L body flange	14"	300	B	Tail
4	T/S O/L body flange	14"	300	B	Tail
5	S/S drain line body flange	2"	300	B	Tail
6	S/S vent line body flange	1.5"	300	B	Tail
7	T/S drain line body flange	2"	300	B	Tail
8	T/S vent line body flange	2"	300	B	Tail
9	4 nos. of bull flange	1.5"	300	D	
	18 EE 132	Economiser			
1	S/S I/L body flange 2nos.	2"	300	B	Tail
2	S/S O/L body flange 3nos.	2"	300	B	Tail
3	T/S I/L body flange	4"	300	B	Tail
4	T/S O/L body flange	4"	300	B	Tail
5	S/S drain line body flange	1"	300	B	Tail
7	T/S drain line body flange	1"	300	B	Tail
8	T/S vent line body flange	1.5"	300	B	Tail
9	7 nos. of bull flange		300	D	
10	Flare line	1"	300	B	Tail
11	CBD line	2"	300	B	Tail
	18 EE 133	Chiller			
1	S/S I/L body flange	4"	300	B	Tail
2	S/S O/L body flange 3nos.	4"	300	B	Tail

TECHNICAL TENDER DOCUMENT- ANNEXURE -VI

3	T/S I/L body flange	8"	300	B	Tail
4	T/S O/L body flange	8"	300	B	Tail
5	S/S accumulator body flange	1"	300	B	Tail
6	S/S accumulator drain line body flange	2"	300	B	Tail
7	S/S 4 nos. of instrument tapping	3"	300	B	Tail
8	S/S instrument tapping	2"	300	B	Tail
9	T/S drain line body flange	2"	300	B	Tail
10	T/S vent line body flange	2"	300	B	Tail
11	6 nos. of bull flange	1.5"	300	D	
18 EE 134 A			Secondary Lube Oil Cooler		
1	S/S I/L body flange	1"	300	B	Tail
2	S/S O/L body flange 3 nos.	1"	300	B	Tail
3	T/S I/L body flange	1"	300	B	Tail
4	T/S O/L body flange	1"	300	B	Tail
5	T/S drain line body flange	.75"	300	B	Tail
6	T/S vent line body flange	.75"	300	B	Tail
7	6 nos of bull flange	1.5"	300	D	
18 EE 134 B			Secondary Lube Oil Cooler		
1	S/S I/L body flange	1"	300	B	Tail
2	S/S O/L body flange 3 nos.	1"	300	B	Tail
3	T/S I/L body flange	1"	300	B	Tail
4	T/S O/L body flange	1"	300	B	Tail
5	T/S drain line body flange	.75"	300	B	Tail
6	T/S vent line body flange	.75"	300	B	Tail
7	6 nos of bull flange	1.5"	300	D	
SRB Exchangers B/L					
SULFUR CONDENSER -I/II : 07-EE-00-002/003					
Sl No	Description	Size	Line spec	Quantity	Type of blind
1	Cond I/II steam outlet line (2 nos)	4"	A2A	2	
2	Cond I/II BFW inlet line	1.5"	A2A	1	
3	Cond I sulphur outlet line	3"	A15A	1	
4	Cond II sulphur outlet line	3"	A15A	1	
5	Cond I/II chemical injection line	1.5"	A2A	1	
6	Cond I/II blowdown line(2 nos)	2"	A2A	2	
7	Process gas I/I to cond I/II	10"	A1A	1	
8	Process gas o/I from cond I/II	10"	A1A	1	
REHEATER -II : 07-EE-00-004					
Sl No	Description	Size	Line spec	Quantity	Type of blind
1	HP steam inlet line to Reheater-II	1.5"	D2A	1	
2	Condensate outlet line from Reheater-II	1.5"	D2A	1	
REHEATER -III : 07-EE-00-005					
Sl No	Description	Size	Line spec	Quantity	Type of blind
1	HP steam inlet line to Reheater-III	1.5"	D2A	1	
2	Condensate outlet line from Reheater-III	1.5"	D2A	1	
SULFUR CONDENSER -III/IV : 07-EE-00-006/007					
Sl No	Description	Size	Line spec	Quantity	Type of blind
1	Cond III/IV steam outlet line	4"	A2A	1	
2	Cond III/IV BFW inlet line	1.5"	A2A	1	
3	Cond III sulphur outlet line	3"	A15A	1	
4	Cond IV sulphur outlet line	3"	A15A	1	
5	Cond III/IV chemical injection line	1.5"	A2A	1	

TECHNICAL TENDER DOCUMENT- ANNEXURE -VI

6	Cond III/IV blowdown line(2 nos)	2"	A2A	2	
7	Process gas I/I to cond II/IV	10"	A1A	1	
8	Process gas o/l from cond II/IV	10"	A1A	1	
ACID GAS PREHEATER : 07-EE-00-009					
SI No	Description	Size	Line spec	Quantity	Type of blind
1	Acid Gas inlet line	4"	A19A		
2	Acid Gas outlet line	4"			
3	LP Steam inlet line	1.5"	A2A	1	
4	Condensate outlet line	1.5"	A1A	1	1

H2U Exchanger blind					
SI No	Description	Blind Position	Size (inch)	Spec	Required Condition
1	EE-35A/B/C	S/S i/l	6"	B25A	BLIND
2		S/S o/l	6"	B26A	BLIND
3		T/S I/L	8"	A3A	BLIND
4		T/S o/L	8"	A3A	BLIND
5		CBD/OWS	1.5"		BLIND
6	EE-36A/B/C	S/S i/l	6"	E25A	BLIND
7		S/S o/l	6"	D26A	BLIND
8		T/S I/L	8"	A3A	BLIND
9		T/S o/L	8"	A3A	BLIND
10		CBD/OWS	1.5"		BLIND

SI No	Description	Blind Position	Size (inch)	Spec	Required Condition
1	04-KA-SC-01	Ejector i/l from condensor			BLIND
2		CEP vent			BLIND
3		To CEP			BLIND
4		LT			BLIND
5		Drain Manifold top			BLIND
6		PSV			BLIND
7		CEP minimum circulation			BLIND
8		DM water			BLIND
9		Turbine exhaust			BLIND
10		Turbine Gland			BLIND
11		C/W supply			BLIND
12		C/W return			BLIND

SI No	Description 04-EE-	Blind Position	Size (inch)	Spec	Required Condition
1	EE-13	S/S i/l	6"	A1A	BLIND
2		S/S o/l	12"	A1A	BLIND
3		Tube side i/l	8"	B1A	BLIND
4		Tube side o/l	8"	B1A	BLIND
5		CBD/OWS	1.5"		BLIND
6	EE-16	S/S i/l	12"	B1A	BLIND
7		S/S o/l	12"	B1A	BLIND
8		Tube side i/l	12"	B9A	BLIND
9		Tube side o/l	18"	B1A	BLIND
10		CBD/OWS	1.5"		DE-BLIND
11		T/S I/L (Bottom)	8"	B1A	BLIND
12		T/S O/L (Top)	10"	B1A	BLIND

TECHNICAL TENDER DOCUMENT- ANNEXURE -VI

13	EE-30	S/S I/L (Bottom)	10"	B1A	BLIND
14		S/S O/L (TOP)	10"	B1A	BLIND
15		CBD/OWS	1.5"		DE-BLIND
16	EE-32	T/S I/L	12"	B1A	BLIND
17		T/S O/L	12	B1A	BLIND
18		S/S I/L	8"	B1A	BLIND
19		S/S O/L	8"	B1A	BLIND
20		CBD/OWS	1.5"		DE-BLIND

SI	MSU EXCHANGER B/L	SIDE	BLIND SIZE	Line spec	TOTAL BLIND
1	14-EE-04	Tube in.out	10"/12" 150#/150#	A33F/ A33F	2
2					
3		Shell in./out	4"/1 ½ 300#/300#	E36F1	2
4					
5	14-EE-08	Tube in/out	12"/ 20" 150#/150#	A31F	2
6		Shellin/out	6"/ 2" 300#/300#	A23F	2
7	14-EE-12A	Tube in /out	2" 150#		2
8		Shell in/out	2" 150#		2
9	14-EE-12B	Tube in /out	2" 150#		2
10		Shell in/out	2" 150#		2
11	16-EE-06	TUBE IN/OUT	8"X300#/10"X300		2
12		SHELL IN/OUT	3"X150#/1.5X300#		2
13	16-EE-10	TUBE IN/OUT	8"X150#/14"X150#		2
14		SHELL IN/OUT	1.5"X300/4"X300#		2
15	15-EE-14	TUBE IN/OUT	10"/10"	WCS-15-7418/WCR-15-7417	2
16		SHELL IN/OUT	6"/6"	WCS-15-7406/FR-15-7401	2
17	16-EE-14 A	TUBE IN/OUT	1.5"/1.5"	A33F/ A31F	2
18		SHELL IN/OUT			
19	16-EE-14 B	TUBE IN/OUT	8"/6"	A31F/ A31F	2
20		SHELL IN/OUT			
21	16-EE-18	TUBE IN/OUT	8"/12"	A33F/ A33F	2
22		SHELL IN/OUT	3"/1.5"	E36FI/ E36FI	2

SI No	Description 04-EE-	Blind Position	Size (inch)	Spec	Required Condition
1	01-EE-0101 (Tube side (SN))	I\L body flange	8"	8"-A1A	
2		O\L body flange	16"	16"-A1A	
3		HPV	1"	1"A1A	
4		Drain line	2"	2"A1A	
5	01-EE-0101 (Shell side (Steam))	I\L body flange	4"	4"-A2A	
6		O\L body flange	2"	2"-A2A	
7		HPV	1"	1"A1A	
8		LPD	1"	1"A1A	
9	01-EE-0102 (Tube side (SN))	I\L body flange	20"	20"-A1A	
10		O\L body flange	28"	28"-A1A	
11		HPV	1"	1"A1A	
12		Drain line	2"	2"A1A	
13	01-EE-0102(Shell side (Steam))	I\L body flange	8"	8"-A2A	
14		O\L body flange	3"	3"-A2A	
15		HPV	1"	1"A1A	
16		LPD	1"	1"A1A	

TECHNICAL TENDER DOCUMENT- ANNEXURE -VI

17	01-EE-0106 (Tube side (SN))	I\L body flange	12"	12"-A1A	
18		O\L body flange	18"	18"-A1A	
19		HPV	1"	1"A1A	
20		Drain line	2"	2"A1A	
21	01-EE-0106(Shell side (Steam))	I\L body flange	6"	6"-A2A	
22		O\L body flange	2"	2"-A2A	
23		HPV	1"	1"A1A	
24		LPD	1"	1"A1A	
25	01-EE-0112 (Tube side (SN))	I\L I/V d/s flange	4"	4"-A1A	
26		O\L I/V u/s flange	4"	4"-A1A	
27		HPV	1"	1"A1A	
28		LPD	1"	1"A1A	
29		Drain line	2"	2"A1A	
30	01-EE-0112(Shell side (Steam))	I\L body flange	2"	2"-A2A	
31		HPV	1"	1"A1A	
32		LPD	1"	1"A1A	
33		O\L body flange	2"	2"-A2A	

UNDERTAKING
(In Letter Head of Company / Firm)

To,

Numaligarh Refinery Limited
NRL Complex, Numaligarh
Dist.: Golaghat, Assam

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers
at NRL Site during RTA 2023.

Dear Sir,

With reference to the subject tender, we hereby undertake/confirm the following:

- i) We have submitted "Signed & stamped" copy of this tender document as token of acceptance along with our unpriced techno-commercial bid.
- ii) We undertake to deploy experienced and qualified workmen.
- iii) We undertake/confirm to mobilize all required tools & tackles, machineries before actual start of job.
- iv) We undertake/confirm to use tested/certified equipment, tools & tackles, lifting tools etc.
- v) We undertake/confirm to use calibrated pressure gauge during hydro-test.
- vi) We undertake/confirm round the clock mobilization as per job planning.
- vii) We undertake/confirm compliance to Mandatory PPE.

Yours Sincerely,

(Signature of the Bidder, with Official Seal)

SCHEDULE OF RATES (SOR) / 'PRICE BREAKUP FORMAT'

Job Name : Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

IMPORTANT NOTE TO BIDDERS:

- 1) Tender comprises of **02 (Two) Groups** as under:
 - ❖ **Group-I** Overhauling Of Fixed Tube Sheet Type Heat Exchanger in RTA'23 (which comprises of SOR Item sl. no. 10.1, 10.2, 10.3, 10.4, 10.5 & 10.6).
 - ❖ **Group-II** Overhauling of Air Fin Coolers in RTA'23 (which comprises of SOR Item sl. no. 20.1, 20.2 & 20.3).
- 2) Evaluation will be on **'GROUP WISE LOWEST OFFER (L1) BASIS'**.
- 3) **Firm LUMP SUM TOTAL AMOUNT AGAINST EACH GROUP** should be quoted in priced bid in GeM Portal considering all SOR items of that group and their corresponding quantities, inclusive of all taxes, duties, levies and GST.
- 4) **Price Breakup:** Breakup of the **'LUMP SUM TOTAL AMOUNT AGAINST EACH GROUP'** shall be separately uploaded in the **"Price Breakup Excel Format"** provided in Tender, which shall be submitted as a part of the priced bid.
- 5) Bidder to enter only **'UNIT RATE (EXCL. OF GST)'** in Column-E of Price Break-up Excel Format. Excel Sheet provided for submission of price break-up is formula driven and will automatically calculate Total Amount (incl. of GST) from the 'UNIT RATE Entry' made by the bidder.
- 6) Bidders must ensure that the 'UNIT RATES' are carefully and correctly entered in the "Price Breakup Excel Format", so that the breakup matches with **lumpsum total amount (including GST)** quoted in priced bid field in GeM Portal.

PRICE BREAK-UP [For Group-I]

GROUP-I : Overhauling of Fixed Tube Sheet Type Heat Exchanger in RTA'23

SN	Item Description	Qty	UOM	Unit Rate (Excl. of GST) (Rs)	Basic Amount (Excl. of GST) (Rs)	GST - Extra		Total Amount (Rs) (Basic +GST)
						GST (%)	GST Amount (Rs)	
(A)	(B)	(C)	(D)	(E)	(F) = (C) x (E)	(G)	(H)= (F) x (G)	(I)= (F) + (H)
10	GROUP-I (Overhauling of Fixed Tube Sheet Type Heat Exchanger in RTA'23) comprises of following items :							
10.1	HEx overhauling, tubes up to 200, bundle not out: Heat Exchanger Overhauling<Number of tubes up to 200 and tube bundle doesn't require to be taken out>; Job includes opening of heat exchanger covers, manual cleaning of entire exchanger and its parts, hydro testing of heat exchanger, plugging of leaky tubes (if any) and retesting, box-up, blinding/ de-blinding, gasket cutting/ fitting, hot bolting etc. as per instructions of Engg In-Charge.	15	NOS	-	-	18%	-	-
10.2	HEx overhauling, tubes 201-400, bundle not out: Heat Exchanger Overhauling<Number of tubes ranging from 201 to 400 and tube bundle doesn't require to be taken out>; Job includes opening of heat exchanger covers, manual cleaning of entire exchanger and its parts, hydro testing of heat exchanger, plugging of leaky tubes (if any) and retesting, box-up, blinding/ de-blinding, gasket cutting/ fitting, hot bolting etc. as per instructions of Engg In-Charge.	16	NOS	-	-	18%	-	-
10.3	HEx overhauling, tubes 401-600, bundle not out: Heat Exchanger Overhauling<Number of tubes ranging from 401 to 600 and tube bundle doesn't require to be taken out>; Job includes opening of heat exchanger covers, manual cleaning of entire exchanger and its parts, hydro testing of heat exchanger, plugging of leaky tubes (if any) and retesting, box-up, blinding/ de-blinding, gasket cutting/ fitting, hot bolting etc. as per instructions of Engg In-Charge.	3	NOS	-	-	18%	-	-
10.4	HEx overhauling, tubes 601-800, bundle not out: Heat Exchanger Overhauling<Number of tubes ranging from 401 to 600 and tube bundle doesn't require to be taken out>; Job includes opening of heat exchanger covers, manual cleaning of entire exchanger and its parts, hydro testing of heat exchanger, plugging of leaky tubes (if any) and retesting, box-up, blinding/ de-blinding, gasket cutting/ fitting, hot bolting etc. as per instructions of Engg In-Charge.	2	NOS	-	-	18%	-	-
10.5	HEx overhauling, tubes 801-1500, bundle not out: Heat Exchanger Overhauling<Number of tubes ranging from 801 to 1500 and tube bundle doesn't require to be taken out>; Job includes opening of heat exchanger covers, manual cleaning of entire exchanger and its parts, hydro testing of heat exchanger, plugging of leaky tubes (if any) and retesting, box-up, blinding/ de-blinding, gasket cutting/ fitting, hot bolting etc. as per instructions of Engg In-Charge.	6	NOS	-	-	18%	-	-
10.6	HEx overhauling, tubes 1501 & above, bundle not out: Heat Exchanger Overhauling<Number of tubes 1501 & above and tube bundle doesn't require to be taken out>; Job includes opening of heat exchanger covers, manual cleaning of entire exchanger and its parts, hydro testing of heat exchanger, plugging of leaky tubes (if any) and retesting, box-up, blinding/ de-blinding, gasket cutting/ fitting, hot bolting etc. as per instructions of Engg In-Charge.	2	NOS	-	-	18%	-	-
TOTAL LUMP SUM AMOUNT FOR GROUP-I (INCL. OF GST, ALL OTHER TAXES, DUTIES & LEVIES): (SUM OF ITEM SL. NO. 10.1 to 10.6)								-

PRICE BREAK-UP [For Group-II]

GROUP-II : Overhauling of Air Fin Coolers in RTA'23

SN	Item Description	Qty	UOM	Unit Rate (Excl. of GST) (Rs)	Basic Amount (Excl. of GST) (Rs)	GST - Extra		Total Amount (Basic +GST)
						GST (%)	GST Amount (Rs)	
(A)	(B)	(C)	(D)	(E)	(F) = (C) x (E)	(G)	(H)= (F) x (G)	(I)= (F) + (H)
20	GROUP-II (Overhauling of Air Fin Coolers in RTA'23) comprises of following items:							
20.1	Air fin cooler overhauling upto 100 tube: Air Fin Cooler Overhauling; Job includes blinding, opening of air fin cooler covers/plugs, fasteners, gasket cutting/fitting etc., box-up of covers/plugs after hydro-blasting and inspection activities, testing of tubes, plugging of leaky tubes, if any and retesting, boxing up, de-blinding, hot bolting etc. as per instructions of Engg-in-Charge.	16	NOS	-	-	18%	-	-
20.2	Air fin cooler overhauling,101-200 tube: Air Fin Cooler Overhauling; Job includes blinding, opening of air fin cooler covers/plugs, fasteners, gasket cutting/fitting etc., box-up of covers/plugs after hydro-blasting and inspection activities, testing of tubes, plugging of leaky tubes, if any and retesting, boxing up, de-blinding, hot bolting etc. as per instructions of Engg-in-charge.	32	NOS	-	-	18%	-	-
20.3	Air fin cooler overhauling,201 & above tube: Air Fin Cooler Overhauling; Job includes blinding, opening of air fin cooler covers/plugs, fasteners, gasket cutting/fitting etc., box-up of covers/plugs after hydro-blasting and inspection activities, testing of tubes, plugging of leaky tubes, if any and retesting, boxing up, de-blinding, hot bolting etc. as per instructions of Engg-in-charge.	12	NOS	-	-	18%	-	-
TOTAL LUMP SUM AMOUNT FOR GROUP-II (INCL. OF GST, ALL OTHER TAXES, DUTIES & LEVIES) : (SUM OF ITEM SL. NO. 20.1 to 20.3)								-

AGREED TERMS & CONDITIONS (ATC)

Job Name : Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

DULY FILLED, SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH BIDDER'S UNPRICED QUOTATION. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01	SCOPE OF WORK AND SUPPLY: The scope of work & supply of this job will be in accordance with NIT, Technical Tender Document & Its Annexures, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (EIC) of NRL.	Noted & Confirmed
02	<u>PRICED BID EVALUATION :</u> a) Tender comprises of <u>02 (Two) Groups</u> as under: ❖ Group-I : Overhauling Of Fixed Tube Sheet Type Heat Exchanger in RTA'23 <i>(which comprises of SOR Item sl. no. 10.1, 10.2, 10.3, 10.4, 10.5 & 10.6).</i> ❖ Group-II : Overhauling of Air Fin Coolers in RTA'23 <i>(which comprises of SOR Item sl. no. 20.1, 20.2 & 20.3).</i> b) Evaluation will be on <u>'GROUPWISE LOWEST OFFER (L1) BASIS'</u>. c) Firm LUMP SUM TOTAL AMOUNT AGAINST EACH GROUP should be quoted in priced bid in GeM Portal considering all SOR items of that group and their corresponding quantities, inclusive of all taxes, duties, levies and GST. d) Price Breakup: Breakup of the 'LUMP SUM TOTAL AMOUNT AGAINST EACH GROUP' shall be separately uploaded in the "Price Breakup Excel Format" provided in GeM Bid Document, which shall be submitted as a part of the priced bid. e) Bidder to enter only 'UNIT RATE (EXCL. OF GST)' in Price Break-up Excel Format. This excel sheet is formula driven and will automatically calculate Total Amount (incl. of GST) from the 'UNIT RATE' entry made by the bidder.	Noted & Confirmed Noted & Confirmed Noted & Confirmed Noted & Confirmed Noted & Confirmed

AGREED TERMS & CONDITIONS (ATC)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
	f) Bidders must ensure that the UNIT RATES are carefully and correctly entered in the "Price Breakup Excel Format", so that the breakup matches with lumpsum total amount (including GST) quoted in priced bid field in GeM Portal. g) In the event of any mismatch, lumpsum total amount quoted in priced bid field in GeM Portal will be considered for comparison/evaluation of the tender for determining L1/successful bidder. However, lower of the two mismatching values shall be considered for ordering as per procedure explained below:- • In case lumpsum total amount of L1/successful bidder in GeM portal is higher than the total amount incl. of GST computed in the Price Breakup, bidder need to offer discount on their lumpsum total amount to match the same with the value in price break-up format. Rates indicated by the bidder in the Price Break-up shall form the basis for computation of order value. • In case lumpsum total amount of L1/successful bidder in GeM portal is lower than the total amount incl. of GST computed in the Price Breakup, bidder shall be asked to submit revised Price Breakup. However in the revised price break-up; only reduction of already quoted rates of items is permitted. Notwithstanding the above, offers with mistakes/mismatches related to price may also be considered invalid and summarily rejected at NRL's discretion. Similarly, offers with unworkable price may be considered invalid and summarily rejected at NRL's discretion.	Noted & Confirmed Noted & Confirmed Noted & Confirmed Noted & Confirmed Noted & Confirmed
03	<u>SECURITY DEPOSIT:</u> 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.	Noted & Confirmed

AGREED TERMS & CONDITIONS (ATC)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
04	DEFECT LIABILITY PERIOD: 03 (Three) months from the date of completion of the contract in all respect. Security Deposit shall be released after expiry of defect liability period.	Noted & Confirmed
05	<u>PAYMENT TERM:</u> Payment will be made on the basis of jointly measured actual executed quantity at the end of completion of the job up to satisfaction of E-I-C. 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. <u>Note</u> ➤ An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B. ➤ Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.20 crores to Rs. 10 crores, which will be effective from 1st Oct'2022. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non complied invoices shall not be accepted for further processing.	Noted & Confirmed Noted & Confirmed
06	<u>PRICE, TAXES, & DUTIES:</u> Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes (including GST), duties & levies on which no variation will be allowed. <i>Note: 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.</i>	Noted & Confirmed
07.	<u>PLEASE INDICATE THE FOLLOWING:</u> (a) SAC Code: (b) Rate of IGST or CGST & SGST - included in Quote:	_____ _____ %

AGREED TERMS & CONDITIONS (ATC)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
08.	Validity of the Contract and Contractual Period: Contract will be valid for 18 months from the date of award. Tentative schedule for mobilize their resources at NRL Site by March-April'2023. However, EIC or his representative will intimate the party approx. 30 days prior to the commencement of the work to mobilize the same. Duration of contract will be for 45 days from the date of handing over of the required work front/ site (tentatively 30 days for shutdown period and 15 day for Pre-shutdown job requirement). Contractor to note that jobs shall be spread over various plants in the refinery viz. CDU-VDU, DCU, HCU, H2U, MSP, SRB, SDU, DHDT & WHFU and scheduled maintenance days per plant shall be approximately 24 days which means 24 maintenance days for all the plants shall be staggered over a period of 30 days during shutdown. This excludes coverage for plant start up and recommissioning activities. Contractor shall have to provide coverage till plant stabilization to attend hot bolting jobs wherever required.	Noted & Confirmed
09.	COMPLIANCE TO BID REQUIREMENTS: We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed
10.	BID VALIDITY: We hereby undertake that our bid for the above stated work against Tender shall remain valid for a period of 6 (six) months from the date of bid opening.	Noted & Confirmed
11.	FIRMNESS OF PRICES: Quoted prices shall remain firm and fixed till complete execution of the Job.	Noted & Confirmed
12.	All other terms and conditions shall be as per NRL's 'General Condition of Contracts (GCC)'.	Noted & Confirmed

(SIGNATURE OF BIDDER)

ANNEXURES OF TENDER DOCUMENT

Job Name : Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Annexure-I	Compliance to bid requirements
Annexure-II	Compliance to Bid validity
Annexure-III	Details of Equipment tools & tackles
Annexure-IV	Details of similar works done during the past ten years
Annexure-V	Concurrent commitments of tenderer
Annexure-VI	Proposed site organogram
Annexure-VII	Annual turnover in last 3 years
Annexure-VIII	Checklist for submission of bids
Annexure-IX	Bidder details
Annexure-X	Tender from Micro & Small Enterprises
Annexure-XI	Arbitration
Annexure-XII	Self-Declaration of black/holiday listing
Annexure-XIII	Price bid undertaking
Annexure-XIV	Tender acceptance letter
Annexure-XV	Indemnity bond cum undertaking
Annexure-XVI-A, B	Sharing of land border with India, Form-A
Annexure-XVII	Instructions for ONLINE EMD submission
Annexure-XVIII	Format for Contract Agreement
Annexure-XIX	Proforma of Bank Guarantee for Security Deposit

ANNEXURE-I

COMPLIANCE TO BID REQUIREMENTS

Job Name : Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Name of Bidder : _____

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-II

BID VALIDITY

Job Name : Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

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 cancelling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

(SIGNATURE OF BIDDER)

ANNEXURE-III

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

The bidder shall submit herein details of equipment, 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.

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Name of Bidder : _____

Sl. No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual completion time in months	Year of Completion	Remarks

(SIGNATURE OF BIDDER)

ANNEXURE-V**CONCURRENT COMMITMENTS OF THE TENDERER**

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Name of Bidder :

Sl. No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Scheduled completion period	Percentage completion as on date	Expected date of completion

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANOGRAM

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at
NRL Site during RTA 2023.

Name of Bidder :

Our site organisation for this contract shall consist 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

(SIGNATURE OF BIDDER)

ANNEXURE-VII

ANNUAL TURNOVER IN LAST THREE YEARS

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Name of Bidder : _____

Sl. No	Financial Year	Turnover
1	FY 19-20	
2	FY 20-21	
3	FY 21-22	

Bidders to submit copies of audited Trading and P/L account (s) for the last three financial years in support of annual turnovers Or certification of annual turnover for the last three financial years from a registered chartered accountant firm.

(SIGNATURE OF BIDDER)

ANNEXURE-VIII

CHECKLIST FOR SUBMISSION OF BIDS

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Name of Bidder :

Following documents should be submitted with bids. Bidders are requested to fill this checklist and also to ensure that the details/ documents as mentioned below have been furnished.

Please tick (✓) the box for the documents to be enclosed with the bid.

Power of Attorney "or" Proprietorship Certificate/Proof in the name of the signatory of the bid.	
Earnest Money Deposit (EMD) / MSE (UDYAM registration) Certificate, as applicable.	
Full set of the tender document with every page duly filled, sealed & signed.	
Copy (ies) of work order(s), corresponding completion certificate(s) and other requisite documents in support of past experience, expertise, and technology to clearly meet the PQC-Past Experience Criteria of the Tender.	
Copy of Audited Trading and profit & loss accounts or certificate from CA as proof of turnover to meet the PQC.	
Other certificates/license/proof/documents etc. as stipulated in the PQC requirements (if any)	
Copy of VALID GST Registration Certificate	
Copy of PAN card.	
Copy of PF Registration Certificate	
Copy of ESI Registration Certificate	
Category of MSE registration (UDYAM registration certificate to be submitted) – if applicable	
Any other certificates, licenses, documents, undertakings etc. as sought in the PQC or Technical Tender Document (if any)	
Following documents in your letterhead duly signed sealed by authorized signatory:- a) Tender Acceptance Letter (Annexure XIV), b) GST Indemnity Bond cum Undertaking (Annexure XV) c) Bidder's Undertaking regarding restrictions on procurement from a bidder of a country which shares land boundary with India (Annexure XVI-B)	

Bidder should list the exclusion, if any, along with the reasons thereof. *NRL may treat a bid as incomplete if it is not accompanied by above documents and reject such bid without providing any opportunity to the bidder to submit shortfall documents.*

ANNEXURE-IX**BIDDER DETAILS**

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at
NRL Site during RTA 2023.

SN	DESCRIPTION	BIDDER'S DETAILS
1	NAME OF SIGNATORY OF BID :	
2	DESIGNATION OF SIGNATORY :	
3	NAME OF THE COMPANY :	
4	REGISTERED ADDRESS :	
5	OPERATING OFFICE ADDRESS (ADDRESS FOR MANAGING THIS CONTRACT) :	
6	YEAR OF ESTABLISHMENT :	
7	COMPANY'S LEGAL STATUS (PARTNERSHIP/PROPRIETARY/LIMITED ETC.) :	
8	COMPANY'S CATEGORY (MIRCO/SMALL/MEDIUM AS PER UDYAM REGISTRATION) :	
9	NATURE OF BUSINESS :	
10	CONTACT PERSON :	
11	MOBILE NO OF CONTACT :	
12	E-MAIL ID :	
13	PAN CARD NO (Please furnish the copy) :	
14	GST REGISTRATION NO (Please furnish the copy) :	
15	EMPLOYEES PROVIDENT FUND NO (Please furnish the copy) :	
16	EMPLOYEE STATE INSURANCE NO (Please furnish the copy) :	
17	MICRO AND SMALL ENTERPRISES (MSEs) (Please furnish the copy of Udyam Registration)	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

SEAL : _____

ANNEXURE- X

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

*(Service is related to column and vessel handling hydrocarbon and the subject service is a critical activity as it involves hot job and rigging, as such in view of ensuring proper quality as per standards and thereby ensuring environment and public safety, **relaxation of 'Prior Turnover' and 'prior experience' norms shall not be applicable for this Tender. Pre-Qualification Criteria (PQC) must be complied by all the participating bidders.**)*

SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs) BIDDERS:

With reference the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006 and subsequent amendments through following notifications:

- Notification S.O. 5670(E), dtd. 9th November, 2018
- Ministry of MSME letter D.O. No. 21(8)/2018-MA dated 13th November, 2018
- MoP&NG letter ref. No. J-25011/35/2016-Gen dated 15th November, 2018
- Development Commissioner (MSME) Letter F.No. 21(3)/2016-MA dated 7th May, 2018
- Gazette Notification no. 2119(E) dated 26.06.2020

Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

A. Qualifying Criteria for MSE Bidder:

- i) MSE bidder has to submit a copy of Udyam Registration Certificate (<https://udyamregistration.gov.in>).
- ii) If the bidder fails to submit Udyam Registration Certificate in the original offer, the bidder shall not be considered for evaluation as MSE.
- iii) The Udyam Registration Certificate shall be valid as on close date of the tender. The certificate may be verified online during the bid evaluation and particulars submitted must be found to be valid in the Udyam website.
- iv) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

B. Additional Qualifying Criteria for SC/ST MSE Bidder:

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the "Social Category" in Udyam Registration Certificate should state "SC" or "ST".

Bidder must include the relevant page of Udyam Registration Certificate wherein the social category of the entrepreneur is mentioned.

C. Additional Qualifying Criteria for MSE Bidders owned by Women Entrepreneurs:

Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be Women.
- In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit notarized copy of the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details or Cancelled Cheque.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association
- Self-certification by the women owner declaring herself as women owner of the MSE

The above documents shall not be required to qualify for afore-mentioned benefits when the Udyam registration certificate submitted by the bidder clearly mentions the "Gender" of the MSE and can also be verified online without restriction.

D. Benefits Under The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012

1. Issue of Tender Sets Free of Cost

All Tenders shall be provided free of cost and tender documents are downloadable from the GeM Portal.

2. Exemption from payment of EMD (Earnest Money Deposit)

MSE units meeting the qualifying criteria (point A above) shall be exempted from paying EMD if EMD is applicable against the tender.

3. Price preference for MSE Bidder:

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value.

In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)

- ii) In case of tender item is non-splittable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

- iii) NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

iv) For Supply of Goods only:

- The quantity against the item(s) of tender may be split to enable ordering of 25% quantity against the item(s) of tender to MSE bidder(s) within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
- The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.
- Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.
- Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.

- While granting purchase preference as above, procurement of goods may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

- *In case where quantity against a line item cannot be split (i.e., minimum 25% to MSEs) or items with single quantity or in grouped item, the complete line item/ group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.*
- *In case, quantity(ies) against an item/ group cannot be split among MSEs, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference and so on.*

v) For Services only:

- *The complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.*
- *In case, besides general MSEs, MSEs owned by SC/ ST and/ or MSEs owned by Women are within the price range of L1 bidder's evaluated price + 15%, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference indicated above.*

- vi) In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. Price range within 15% shall be considered for MSE bidders based on the original prices of L1 bidder not on the negotiated prices. However, MSE bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted prices).

E. Relaxation of Past Track Record (PTR) for MSEs and Start ups

The services require under this contract is related to safety & critical maintenance and as such, there will be no relaxation pertaining to 'Prior Turnover' and 'Prior experience/ technical requirements' for MSE and 'Start Up' bidders in this tender. Pre-Qualification Criteria must be complied by all the participating bidders.

F. Applicability of the Policy

- For a participating bidder, MSE status shall be considered for purchase preference in respect to procurement of goods and services only, if the vendor is registered as MSE for the tendered category of goods / service
- Policy meant for procurement of only goods produced and service rendered by MSEs. However, traders /resellers /distributors /authorized agents will not be considered for availing benefits under Public Procurement Policy 2012 for MSEs
- Public Procurement Policy is applicable for supply of goods and services. Works contract is not covered under the PP Policy for MSME. Accordingly, the clause D 3 (Price preference for MSE bidder) and clause E (Relaxation of past track record (PTR) for MSEs and Start-ups) as mentioned above will not be extended to works contracts.
- The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

ANNEXURE –XI

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

ARBITRATION

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Bidders or of the Contractor/Bidders against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Bidder or Company, as the case may be.
- c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 (Thirty) days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.
- d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.
- f) The party(ies) 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(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.
- g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties.
- h) The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city 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 / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties):

As per Government guidelines / circulars, etc. prevailing at the time of reference of the disputes.

JURIDICTION

All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat only.

(SIGNATURE OF BIDDER)

ANNEXURE-XII

PROFOMA FOR SELF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

We hereby declare that we are not currently serving any holiday listing orders issued by NRL or MOPNG debarring us from carrying on business dealings with NRL/MOPNG or serving a banning order by another Oil PSE.

It is understood that any wrong declaration in this context shall make my agency/company liable for action under the Holiday Listing Procedure of NRL.

Date :
Place :

(Authorized Signatory)
Seal:

Note: *In case any bidder does not submit the self-declaration of black listing/Holiday Listing along with un-priced techno-commercial bid, his offer shall be commercially rejected.*

ANNEXURE-XIII

PRICE BID UNDERTAKING

To,

CGM (Commercial)
Numaligarh Refinery Limited
NRL Complex, Numaligarh
Dist.: Golaghat, Assam

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Dear Sir/Madam,

I submit the Price Bid for Tender no. _____ and related activities as envisaged in the Bid document.

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them unconditionally without any deviation.

I offer to work at the prices as indicated in the Price Bid, which is inclusive of all applicable taxes (including GST), duties & levies.

(SIGNATURE OF BIDDER)

TENDER ACCEPTANCE LETTER

Date:

To,

CGM (Commercial)
Numaligarh Refinery Limited
NRL Complex, Numaligarh
Dist.: Golaghat, Assam
Sub: Acceptance of Tender Terms & Conditions

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Dear Sir,

- 1) I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
- 2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6) I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including 'Holiday Listing'.

Yours Sincerely,

(Signature of the Bidder, with Official Seal)

(In Letter Head of Company /Firm)

INDEMNITY BOND CUM UNDERTAKING

Recipient Name: **M/s Numaligarh Refinery Limited**

Assam : Address: NRP Complex, NRL site, Numaligarh, Golaghat, Assam-785699

GSTIN No. 18AAACN6984B1ZD

West Bengal : Address: Forth floor, plot no.31, Bharat Bhawan, 118 Prince Gulam Md.Shah Road, Golf Green, Kolkata, West Bengal-700095

GSTIN No.19AAACN6984B1ZB

Delhi : Address: 6th Floor, 15-17, Tolstoy house, Tolstoy Marg, New Delhi-110001

GSTIN No: 07AAACN6984B2ZF

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

Sub : Payment of GST Amount and filing of GST Return for availing Input Tax Credit (ITC) by Numaligarh Refinery Limited (NRL).

Sir / Madam,

With reference to payment of GST amount and filing of GST Return for availing Input Tax Credit (ITC) by NRL as per eligibility provisions for the identified Invoices raised by us, we, M/s..... having our Registered Office at possessing GST Identification No hereby declare and undertake as follows:

1. We have disclosed all the facts relating to our firm to M/s Numaligarh Refinery Limited
2. We hereby agreed and undertake to file GSTR-1 on time i.e. 11th of the next month so that NRL can take Input Tax Credit by matching GSTR-2A.
3. We hereby declare that we shall deposit GST for the related invoices by 20th of the succeeding month as per the provision of GST law.
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month.
5. We hereby agree and undertake to indemnify as under:-
 - a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.

- b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by you opined by GST Authority.
- c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
 - i. Any of our Bank Guarantee executed in your favour, if any,
 - ii. Security Deposit paid for any of your work, if any or
 - iii. Other unpaid invoices, if any of us raised with recipient

(Authorized Signature of the Indemnifier)

ANNEXURE-XVI-A

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

SHARING OF LAND BORDER WITH INDIA

Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017-Department of Expenditure OM No.6/18/2019-PPD dated 23.07.2020 & 24.07.2020 shall be applicable for this tender.[The detailed guidelines are available on the website of DoE (<https://doe.gov.in/>)]

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for purpose of this Order means:-

An entity incorporated, established or registered in such a country; or

A subsidiary of an entity incorporated, established or registered in such a country; or

An entity substantially controlled through entities incorporated, established or registered in such a country; or

An entity whose beneficial owner is situated in such a country; or

An Indian (or other) an agent of such an entity; or

A natural person who is a citizen of such a country; or

A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

In case of accompany or limited liability partnership the beneficial owner is the natural person(s), who whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation---

"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with "Competent Authority"

VII. Bidder mandatorily requires to submit "Certificate of Compliance" in the enclosed Form : A . This certificate need to be submitted in the Company's Letter Head and should be sealed and signed by the authorized signatory on behalf of the bidder. None submission of Form A may lead to disqualification for Techno- Commercial evaluation of the submitted bid.
(Refer Form B in case of Works Contract).

In case at any stage pre or post order placement it is found that that the certification furnished is false their bid shall be summarily rejected or order terminated as applicable. NRL may at its discretion initiate penal action against such bidders which may include Black Listing Holiday Listing the party /encashment of EMD or PBG submitted as per contractual provision etc.

VIII. Compulsory submission of Valid Registration Certificate from Competent Authority is required as and when a party claims to have registered themselves with the Competent Authority or else bid shall be rejected without evaluation.

IX. Wherever Tenders are floated Registration with Competent Authority should be valid at the time of submission of Bid and at the time of acceptance and evaluation of bids / LOA or Order Placement. In case where tender is not floated registration should be valid at the time of placement of Order. A Bidder who is validly registered at the time of acceptance / placement of order in such cases valid registration will not be a relevant consideration during contract execution.

Note I: For better clarity and to obtain information in detail bidders are requested to go thru the Govt Circular issued by the Department of Expenditure Govt of India to this effect.

Note II: Exclusion from restriction under Rule 144 (xi) of the GFR, 2017 and Special Cases (Annex II) is attached with the tender for reference in exceptional cases.

Competent Authority and Procedure for Registration

A. The competent authority for the purpose of registration under this order shall be the registration committee constituted by the department for promotion of industry and internal trade (DPIIT)

B. The registration committee shall have the following members.

An officer not below the rank of joint Secetray, designated for this purpose by DPIIT, who shall be the chairmen.

Officers (ordinarily not below the rank of joint secretary) represnting the ministry of home affaires, ministry of external affairs and of those departments whose sectors are covered by applications under considereation;

Any other officer whose presense is deemed necessary by the Chairemen of the Comiteee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this order, the competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal issue regarding the procedure for security of such applications by them.

F. The decision of the competent authority to register such bidder may be for all kinds of tender or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the competent authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministers of Home Affairs and External Affairs on the committee concur.

H. Registration granted by the competent authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/public enterprises etc. but also for procurement by Central Government and its agencies /public enterprises etc. but also for procurement by State Governments and their agencies/public enterprises etc. No fresh registration at the State level shall be required.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the competent authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[Note:

In respect of application of this order to procurement by/under State Governments, all functions assigned to DPIIT shall be carried out by the State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The compositions of the registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

FORM A

BIDDER's UNDERTAKING
(On Company's Letter Head)

To,

CGM (Commercial)
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details:

Job Name: Overhauling Of Fixed Tube Sheet Type Heat Exchanger and Air Fin Coolers at NRL Site during RTA 2023.

We/ I have read carefully the clause regarding restrictions on procurement from a bidder of a country which shares land boundary with India attached with this Tender Document and hereby certify that M/s. _____ (Name of the Company/ Bidder) is :-

Not from such a country and is eligible to be considered for evaluation : YES / NO (*)

B (i) If from such a country but is registered with the Competent Authority : YES/NO (*)

B (ii) If from such a country valid Registration Certificate from Competent Authority is submitted with the bid : YES / NO (*)

I as the authorized signatory on behalf of the bidder certify that the company fulfills all the criteria stipulated in the Govt OM and is eligible to be considered for this tender.

(*) : Tick Yes / No whichever is applicable.

Place : Signature :

Date : Name :

Designation :

Seal of the Company :

Annexure –XVII

Instructions for ONLINE EMD submission through the portal of HDFC Bank

The EMD must be submitted ONLINE within the submission due date & time specified in the NIT and tender document through the online portal of HDFC bank link: <https://nrl.procure247.com>.

- a) User Manual for Bidders is available in NRL Website under <https://www.nrl.co.in> → Tenders → Tender Manual → EMD Online Deposit Manual (HDFC Bank Payment Portal)
- b) Visit HDFC Bank Payment Portal URL: <https://nrl.procure247.com>
- c) Click on 'Bidder Registration'
- d) Bidder Registration Screen shall appear – Fill the mandatory details required and complete the process.
- e) On successful submission of details in bidder registration form, bidder will get the system generated link to verify his/her email id and login to the website. Without verifying email id bidder may not be able to login to the system.
- f) After successful email verification – please login with your user id and password
- g) Bidder will receive system generate One Time Password (OTP) on their registered mobile number. In case not receiving of OTP please click Regenerate OTP and login.
- h) After login Screen bidder can search the tenders and proceed for EMD payment.
- i) Bidders' have to click on Payment Dashboard option available under Action tab
- j) Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.
- k) Smart Hub – Bidders' can select the online payment and click on Pay to proceed further.
- l) After click on Pay – Bidder will get an option for Cards and Net Banking. Bidders can select their preference and proceed further for the payment.
- m) On successful payment bidder will receive system generated message on screen stating "EMD paid successfully"
- n) Bidders' can also download the Payment receipt from Payment Dashboard.
- o) Downloaded payment receipt – Bidders' can easily print the receipt and use it for their bidding purpose.
- p) Please upload the EMD payment receipt along with technical bid submitted in GeM Portal.
- q) For any technical help, the bidders can contact HDFC Bank executive Mr. Tapan Desai at Mobile No: 8866287104 and email: tapan@tender247.com.

A receipt will be generated after successful payment. Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

MSE bidders are required to submit Udyam Registration as explained in Annexure-X instead of the EMD deposit receipt.

Annexure –XVIII

FORMAT FOR CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value, minimum Rs.100)

Required to be submitted by successful agency after placement of work order / letter of acceptance

CONTRACT AGREEMENT

A CONTRACT AGREEMENT made this _____ day of _____, _____ for the work
"-----"

-----" Work Order No.: -----
----- between NUMALIGARH REFINERY LIMITED, a company incorporated in India and
having its registered office at Regd. Office: 122A, G.S. Road, Christianbasti, Guwahati-781005, Assam,
hereinafter called the "OWNER" (which term shall, unless excluded by or repugnant to the subject or
context include its successors and assignees) of the one part and **M/s** -----

----- hereinafter called the "CONTRACTOR" (which term shall
unless excluded by or repugnant to the subject or context include its successors and permitted assignees)
of the other part.

WHEREAS:

- A. The OWNER being desirous of having provided and executed certain works mentioned, enumerated or referred to in the tender documents including Letter Inviting Tender, General Tender Notice, General Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, Schedule of Rates, Agreed Variations, other documents etc. has called for Tender.

Contd...2

- B. The tender documents including the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General obligation, Specifications, Drawings, Plans, Time schedule of completion of jobs, Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed shall constitute the "Contract Documents" though separately set out herein and are included in the expression " CONTRACT" wherever herein used.
- C. The CONTRACTOR has been given the opportunity before or at the time of entrusting of the WORK to him / her of making an inspection of the site, the nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water there to and the accommodation he/she may require and to make local and independent enquiries and obtain complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and to consider the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, to set at rest any doubt he / she may have had about the difficulties attending his / her offer and any difficulties which may be met with by him/ her in the course of the execution of the work shall neither relieve him / her from fulfilling the terms of this agreement, nor entitle him / her to claim any extra payment or extension of the period stipulated for the completion of the WORK except where it will be agreed by the OWNER's authorized engineer-in-charge that such difficulties could not have been foreseen.

AND WHEREAS

The OWNER accepted the Tender of the CONTRACT for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of work and finally approved by OWNER (hereinafter called the " Schedule of Rates") upon the terms and subjects to the conditions of CONTRACT.

NOW THE AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payment to be made to the CONTRACTOR for the work to be executed by him, the CONTRACTOR hereby covenants with the OWNER that, the CONTRACTOR shall and will duly carry out and complete the work as mentioned in the CONTRACT, hereinafter referred to as "the WORK " which expression shall include all amendments therein and / or modifications thereof, for the OWNER at its specified site to its complete satisfaction in accordance with the works, specifications, schedule of rates and plans mentioned, enumerated or referred to in the CONTRACT and with the instructions given from time to time by the OWNER's authorized engineer-in-charge under whose supervision the WORK shall be executed, and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
2. In consideration of the due provision, execution and completion of the said works, the OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the work actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

Contd....3

3. In consideration of the provision, execution and completion of the said works the CONTRACTOR does hereby agree to pay such sums as may be due to the OWNER for the services rendered by the OWNER TO THE CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the OWNER's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.
4. The CONTRACTOR shall have no right, title or interest in the site made available by the OWNER for execution of the works or in the building, structures or works executed on the said site by the CONTRACTOR or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the OWNER shall have an absolute and unfettered right to take full possession of site and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the site.
5. The CONTRACTOR shall be allowed to enter upon the site for execution of the works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected there on and the OWNER shall be entitled to terminate such licence at any time without assigning any reason.
6. If "the WORK " involves excavation nature of job, then any material which may be found, unearthed, dug up or excavated from the execution site shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the OWNER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the OWNER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.
7. All disputes or differences arising out of this contract shall be referred to the Arbitration as per GPC/GCC Clause whichever is applicable and all disputes, actions and proceedings arising out of this contract shall also be as per GPC/GCC.
8. The contract documents mentioned in Point-B hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract, they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the contract documents and all prior negotiations, representations, contracts and/or agreements and understandings related to the work are hereby cancelled.
9. The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.
10. No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

Contd.....4

11. The CONTRACTOR shall ensure that the CONTRACTOR's personnel or representatives shall comply all the safety regulations issued from time to time by the OWNER or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations, the CONTRACTOR shall be held responsible for the consequences thereof, shall keep the OWNER harmless and indemnified.
12. The CONTRACTOR shall at the request of the OWNER's authorized Officer immediately dismiss from the WORK, any person employed thereon who, in the opinion of the OWNER's authorized Officer, is unsuitable or incompetent or who, has been guilty of misconduct and such person shall not again be employed or allowed on the works without permission from the OWNER, in writing.

The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/CONTRACT.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and

on behalf of OWNER -

M/s Numaligarh Refinery Ltd.

Signed and Delivered for and

on behalf of CONTRACTORS -

M/s-----

Signature:

Signature:

Seal :

Seal :

Date :

Date :

Place : NRL, Numaligarh

Place : NRL, Numaligarh

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

BANK GURANTEE FOR SECURITY DEPOSIT

Bank guarantee should be routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:

Axis Bank

Chhibber House, Ground Floor, G.S Road, Guwahati -781005

IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee

Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.

The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

PROFORMA OF BANK GURANTEE FOR SECURITY DEPOSIT

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

Required to be submitted by successful agency after placement of work order / letter of acceptance

To

Numaligarh Refinery Ltd.
122A, G.S. Road, Christianbasti
Guwahati –781005
Phone: (0361) 2203140
Telefax: (0361) 2203146
E-mail: nrlght@gw1.vsnl.net.in

Dear Sirs:

M/s have taken tender for the work of
..... (Work Order no.....) for Numaligarh Refinery Limited,
122A, G.S. Road, Christianbasti, Guwahati-781005.

The tender conditions of contract provide that the Contractor shall pay a sum of Rs.....
(Rupees) as initial/full security Deposit in the form there in mentioned.
The form of payment of security deposit includes guarantee executed by Nationalized Schedule
'A' Bank, undertaking full responsibility to indemnify Numaligarh Refinery Ltd. in case of default.

The said has approached us and at their request and in consideration of the
premises we having our office at have agreed to give such guarantee as hereinafter
mentioned.

We hereby undertake and agree with you that if default shall be made by M/s..... in
performing any of the terms and condition of the tender or in payment of any money payable to
Numaligarh Refinery Ltd. We shall on demand pay to you in such manner as you direct the said

amount of Rupees only or such portion thereof not exceeding the said sum as you from time to time require.

You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said which under law relating to the sureties would but for provision have the effect of releasing us.

Your right to recover the said sum of Rs. (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and /or that any dispute or disputes are pending before any officer, tribunal or court.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

Our liability under this guarantee is restricted to (Rupees.). Our guarantee shall remain in force until unless a suit or action to enforce a claim under Guarantee is filled against us within six months from (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated granted to him by the Bank.

Yours faithfully,

_____ Bank
By its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank