

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-12-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-12-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Numaligarh Refinery Limited
Organisation Name/संगठन का नाम	Numaligarh Refinery Limited
Office Name/कार्यालय का नाम	Numaligarh Refinery Limited
Item Category/मद केटेगरी	Custom Bid for Services - Miscellaneous Electrical jobs for Project
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	191000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Chief Manager (Project 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 (refer 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/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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.

[OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy

for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE BREAK-UP FORMAT - [1700209723.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Instruction To Bidder:[1700209803.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1700209814.pdf](#)

Scope of Work:[1700209822.pdf](#)

Service Level Agreement (SLA):[1700209851.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1700209860.pdf](#)

GEM Availability Report (GAR):[1700209866.pdf](#)

Payment Terms:[1700209946.pdf](#)

Custom Bid For Services - Miscellaneous Electrical Jobs For Project (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous Electrical jobs for Project
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
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/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

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/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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/सामान्य नियम और शर्तें 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद

पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



(Domestic Open Tender)

TENDER DOCUMENT FOR – “SERVICE CONTRACT FOR MISCELLANEOUS ELECTRICAL JOBS FOR PROJECT ACTIVITIES ETC. AT NRL SITE”.

(GeM Tender No: GEM/2023/B/4219675)

Tender Type: Service Contract

Work Location: NRL Site, Numaligarh.

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: 17.11.2023

(The subject job falls under the category of public safety, health, critical security operation and equipment's etc. Hence, 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 (PQC) must be complied by all the participating bidders)

To,

PROSPECTIVE INDIAN BIDDERS

Subject: Tender Document for - "Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site". (GeM Tender No : GEM/2023/B/4219675)

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):

1. **Name of the work** : **Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.**
2. **Earnest Money Deposit (EMD)** : **Rs.1,91,000/- (Rupees One Lacs Ninety One 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.
3. **Contractual Period** : The contract valid shall be for a period of 12 (Twelve) months from the date of site handover with a provision for extension by another 12 (Twelve) months at the same rate and terms & conditions as per requirement of NRL and satisfactory performance of the service provider. For details, refer Technical Tender Document.
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 Notice Inviting Tender (NIT), Special Conditions of Contract (SCC), Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (E-I-C).

8. **PRICE :**

Lumpsum Total Amount: For this tender, firm **LUMP SUM TOTAL AMOUNT should be quoted in priced bid in GeM Portal considering ALL the 51 SOR items and corresponding quantities, inclusive of all taxes, duties, levies and GST.**

Price Breakup: Breakup of the '**LUMP SUM TOTAL AMOUNT**' shall be separately uploaded in the "**Price Break-up Excel Format**" provided in GeM Bid Document, which shall be submitted as a part of the priced bid.

- a) 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.
- b) 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.
- c) 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. **Priced Evaluation & Award Criteria:**

- The bidders have to quote for all the SOR items of the tender.
- The tender items are non-splitable and evaluation will be done on 'Overall Lowest Offer Basis'.
- MSE Policy will get precedence during evaluation of the Tender.

10. **Security Deposit:** As per GCC of NRL.

12. **Defect Liability Period:** 12 Months. Security deposit shall be released after expiry of defect liability period.

13. **Terms of Payment:** Payment will be made against submission of monthly Running Account (RA) bills based on certification by Engineer-In-Charge (E-I-C), NRL.
- Further break-up of payment terms if deemed necessary shall be decided by the Engineer-In-Charge (E-I-C). The above payments are subject to deductions towards security deposit, income tax and other recoveries as applicable as per terms of the contract.
- An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.
- Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.20 crores to Rs.10 crores, effective from 1st Oct'2022. Govt. has further reduced the threshold aggregate turnover for applicability of E-invoicing to Rs.5 Crores from 1st August 2023 onwards. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-complied invoices shall not be accepted for further processing.
14. **Price, Taxes, and Duties:**
- 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.
- 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.*
- The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.
15. **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.
16. **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) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **DGM (Project), 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.
- (h) 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 Contracts w.e.f. 11.09.2023
- (i) **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.**
- (j) No mobilization advance will be paid to the contractor for execution of this work.
- (k) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website www.nrl.co.in [Tenders -> Download Manuals -> Circular of Wages for Contract Workmen (New)].**
- (m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 (ii) of GCC).
- (n) **The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause 8 of GCC).
- (o) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
 - (i) The Contract Labour (Regulation and Abolition) Act,
 - (ii) The Minimum Wages Act.
 - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
 - (iv) The Payment of Wages Act,
 - (v) The Payment of Bonus Act,
 - (vi) The Employees Provident Fund & Misc. Provisions Act,

- (vii) Family Pension Scheme,
- (viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Provident Fund:

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

ESI Fund:

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

- (p) All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 07.11.2022, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f. 07.11.2022). It may be noted that any revision of NRL Holiday Listing Policy subsequent to above, the latest version of NRL Holiday Listing Policy will be applied at the time of action.

- (q) **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.

- (r) 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 timeline, 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.
 - (s) 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.
 - (t) 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.
 - (u) **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.
 - (v) **Integrity Pact:** All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid of estimated value of Rs. 1 Crore and above not accompanied by Integrity Pact duly signed by the bidder or the bidder not agreeing to submit a copy of the signed integrity pact shall be considered to be a non-responsive bid and shall be rejected. In case any bidder who has signed the integrity pact and subsequently makes any transgression of this code, the bidder is liable for punitive actions such as cancellation of contracts, banning and blacklisting and so on.
17. **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.

For Head (Project Commercial)
Numaligarh Refinery Limited
 Contact Person: Prasanta Barman
 Email ID: prasanta.barman@nrl.co.in
 Mob: [9435351372](tel:9435351372)

PRE-QUALIFICATION CRITERIA (PQC)

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

The intending bidders must meet all the Pre-Qualification Criteria mentioned under:

A) TECHNICAL CRITERIA: Bidder should have valid electrical license of minimum 11 kV level.

B) PAST EXPERIENCE CRITERIA:

Bidder must have past experience of having **successfully completed **similar works** in any in Crude oil refinery / Oil & Gas Storage Terminals / Petrochemical Plants in India during last 10 (Ten) years ending last day of month previous to one in which the original bid due date falls; should be either of the following:

- **One** similar work costing not less than = **Rs.47.81 Lakhs**
- Or, **Two** similar works costing not less than = **Rs.38.24 Lakhs each**
- Or, **Three** similar works costing not less than = **Rs.28.68 Lakhs each.**

****Similar works:** Electrical works in Crude oil refinery / Oil & Gas Storage Terminals / Petrochemical Plants in India.

Documents to be submitted by bidder in Support of 'PQC (Commercial): Past Experience':

Copies of Relevant Work Order (s) with SOR and corresponding completion certificates are to be enclosed with un-priced bid. The Job completion certificate should consist of Name of Work, Work Order number & date, Actual executed value, and Actual completion date. Value of past experience be adjusted at a simple rate of 7% for every completed year and / or part thereof ending last day of the month previous to one in which the original bid due date falls. Provisional Job Completion Certificate or Job Completion Certificate issued against incomplete / in-progress job will not be acceptable.

C) FINANCIAL CRITERIA:

C1) Average Annual Turnover Criteria: Average Annual Turnover during the last 03 (Three) financial years, shall be at least **Rs.28.68 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. Last three financial years mentioned above refers to immediate three preceding financial years (i.e. FY 20-21, FY 21-22, FY 22-23). If audited / CA certified turnover document of the preceding financial year (i.e. FY 2022-23) is not yet finalized, the audited / CA certified turnover documents of the three years prior to preceding financial year (i.e. FY 19-20, FY 20-21, FY 21-22) will be considered. Audited Annual Report / financial statements needs to be **accompanied with UDIN number**, which is mandatory from July 2019 onwards. Any Financial Report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

Note: If a Bidder does not submit the aforementioned financial statements for three specified years, then Average Annual Turnover will be calculated based on financial figures of only those specified years for which requisite financial statements are submitted. Turnover will be considered '0' (Zero) for the year(s) for which requisite financial statements are not submitted.

- C2) 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:

- a) *Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria along with their 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 in writing 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. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. If sought, the bidders can submit only the shortfall information/documents which pre-existed at the time of the tender opening and which have not undergone change since then. 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 mentioned in their original offer.*
- b) *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 by Engineer-in-charge of NRL.*
- In support of the experience and value of work executed, the sub-contractors or contractors under private organizations, shall furnish either (i) TDS Certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or (ii) Bank Certificate indicating receipt of payment from the Main Contractor or Private Organization(s) in case of overseas executions / executions under overseas organizations. This will be in addition to the copies of the relevant work order / letter of award and corresponding completion certificate(s).*
- c) *Consortium/Joint venture bids are not acceptable.*
- d) *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 timeline, 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.*

- e) **Disqualification:** Even if an applicant meets the eligibility criteria and PQC, he shall be subject to disqualification if he (or any of the constituent partners in case of JV / Consortium / LLP) is found to have:
1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;
 2. On account of currency of debarment by NRL.
- f) **Contentions and Disputes:** The PQC shall be interpreted on common usage of terminologies and phrases in this tender instead of legalistic and hair-splitting judgements and NRL's decision in this regard would be final. Hair-splitting, contentious or viciously legalistic interpretations of PQC criteria, disregarding the very rationale of the PQC shall not be entertained.
- g) **The subject job falls under the category of public safety, health, critical security operation and equipment's etc. Hence, 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 (PQC) must be complied by all the participating bidders.**

SPECIAL CONDITIONS OF CONTRACT

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

1. **Scope of work:** Scope of work is detailed in SOR item description. A brief scope of work involved in the job is given below:
 - Laying of cables for providing construction power at various project sites.
 - Excavation, backfilling, boring works etc. for laying of cables.
 - Rerouting of cables as per site requirement and installation of cable markers.
 - Jointing, termination of electrical cables as per site requirement.
 - Installation of GI earth electrodes.
 - Installation of solar streetlights.
 - DGM(Project-Electrical) will be the E-I-C.
 - Defect Liability period: Applicable as per GCC
 - Security Deposit: As per GCC.
 - Contractual Period: 12 months from date of site handover after placement of PO with a provision of extension by another 12 months at the same rates, terms and conditions.
 - Payment Terms: Monthly RA bills certified by E-I-C.
2. **Special Condition of Contract:**
 - I. Bidder is required to ensure presence of his dedicated safety supervisor at site during execution of works.
 - II. Bidder is required to abide by all safety regulations and procedures and to provide all necessary safety gear and PPE like boiler suit, safety shoes, safety helmet, cotton hand gloves, safety goggles etc. as required during execution of the works. . NO workers will be allowed to work without proper PPEs.
 - III. Bidder is required to ensure availability of adequate safety equipment such as fire extinguishers, fire blanket etc. as may be required during execution of the job.
 - IV. Bidder is required to submit the Site organogram before commencement of the work.
 - V. Only experienced personnel are to be engaged for technical and supervisory work during execution of the job.
 - VI. Bidder is required to ensure site mobilization and commencement of the job within 15 days of issue of work order.
 - VII. Bidder to conduct daily tool box meeting(TBM) and same shall be recorded in hard copies with signature.
 - VIII. Bidder to maintain attendance register of each and every workers and same shall be submitted as per requirement and direction of E-i-C.
 - IX. Hindrance register to be maintained by the bidder and same shall be submitted as per requirement and direction of E-i-C.
 - X. During execution of the job bidder is required to submit a periodic work progress report.
 - XI. Bidder to note that the SOR quantities are indicative only and no compensation will be paid for non-execution of quantities. The job shall be executed during the entire contract period as per front available and as per requirement and direction of E-I-C.
 - XII. Job has to be carried out during odd hours, OFF days, holidays as per site requirement and as per direction of E-i-C.
 - XIII. Bidder to ensure that monthly payment to the workers are released within 7th of every month irrespective of release of monthly bills. Wages shall be as per NRL standard wages.
 - XIV. PF/ESI/WCI shall be updated and shall have to be submitted along with the bill as per prevailing NRL standard.
 - XV. All statutory compliances shall be complied by the bidder during the period.

- XVI. Bidder to maintain minimum basic tools like screw driver set, multimeter, IR tester, insulation tape required for daily site activities.
- XVII. Bidder to ensure that proper housekeeping is done at each and every site.
- XVIII. Bidder shall submit inspection reports of supply items, wherever applicable and as per direction of E-i-C. Same shall be supported by test reports, dispatch documents etc.
- XIX. Contractor to arrange lifting tools and equipments like crane, hydra, tractor-trailer etc. of their own. However, NRL will provide the same on chargeable basis in case the same is available.
- XX. Materials against item SI No. 210 will only be issued to contractor as free issue material by NRL.

AGREED TERMS & CONDITIONS (ATC)

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

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	<u>Scope of Work & Supply:</u> The scope of work & supply of this work will be in accordance with the NIT, SCC, SOR and as per the direction of E-I-C.	Noted & confirmed
02	<u>PRICE:</u> Lumpsum Total Amount: For this tender, firm LUMPSUM TOTAL AMOUNT should be quoted in priced bid in GeM Portal considering ALL the 51 SOR items and corresponding quantities, inclusive of all taxes, duties, levies and GST.. Price Breakup: Breakup of the ' LUMPSUM TOTAL AMOUNT ' shall be separately uploaded in the " Price Break-up Excel Format " provided in GeM Bid Document, which shall be submitted as a part of the priced bid. a) 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. b) 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. c) 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.

SN	DESCRIPTION	BIDDER'S CONFIRMATION
03	Priced Evaluation & Award Criteria: - The bidders have to quote for all the SOR items of the tender. - The tender items are non-splitable and evaluation will be done on 'Overall Lowest Offer Basis'. - MSE Policy will get precedence during evaluation of the Tender.	Noted & confirmed
04	Security Deposit: As per GCC of NRL.	Noted & confirmed
05	Defect Liability Period: 12 Months. Security deposit shall be released after expiry of defect liability period.	Noted & confirmed
06.	Terms of Payment: Monthly RA bills certified by E-I-C	Noted & confirmed
07.	Price, Taxes, and Duties: 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.	Noted & confirmed
08.	Please Indicate the following: (a) SAC Code: _____ (b) Rate of IGST or CGST & SGST. _____%	
09.	Contractual Period: The contract valid shall be for a period of 12 (Twelve) months from the date of site handover with a provision for extension of the contract by another 12 (Twelve) months at the same rate and terms & conditions as per requirement of NRL and satisfactory performance of the service provider.	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.	Compliance to Bid Requirements: We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & confirmed
13.	Bidders who are on holiday list by NRL or MOPNG will not be considered for evaluation. Accordingly, the bidder shall submit a self-declaration as per format in Annexure-XII . It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer and if the bid has resulted in a contract, the contract is liable to be terminated.	Noted & submitted along with offer.
14.	Integrity Pact: Bidder to submit duly signed and sealed copy of Integrity Pact along with offer.	Submitted.
15.	All other terms and conditions shall be as per NRL's 'General Condition of Contracts (GCC)'.	Noted & confirmed

(SIGNATURE OF BIDDER)

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
10	Cable laying above 40mm	Laying of cables with outer diameter above 40 mm. LAYING CABLE : (Common specification for this & same category of items below) : Laying, testing and commissioning of following sizes LV, MV & HV Cables including telephone cables and sealed properly of upto /3.5/ 4 of size PVC caps in designated cable route (in built-up readymade trenches; overhead cable trays; pull through pipes; exposed on wall/ beam/ rakes/ trusses tie/ beam/ embedded in floor or buried directly underground; or through G.I.pipe). Cables shall be PVC/XLPE insulated; PVC Sheathed; FRLS armoured Aluminium/ Copper Cables or similar types as per IS:1554 (PART-I), IS 7098 PART I & IS 1225-latest version.;Unit rates quoted for installation of cables shall be same irrespective of route and method of laying. The item shall include laying, pulling of cables, proper dressing of cables on cable trays, racks, vertical raceways etc. and supply and installation of saddles, spacers and nylon chord for tying as required, stainless steel/aluminium/lead strip identification tags at strategic points/ every 50 meter intervals, aluminium clamps. etc. The straight through Jointings/ tying of upto 1100V 3/3.5/ 4 core of size armour in the cables should be avoided/ minimised. (Structural steel, tray, pipe, excavation, sand and bricks shall be paid under separate item of BOQ).Item includes transportation from store/yard to site at the place of installation, unpacking, including all labour and materials.Empty drums and excess cable to be rerolled and transported back to desigated store/yard.	20000	M
20	Cable laying upto 40mm	Cable laying OD upto 40 mm Laying of cables with outer diameter upto 40 mm. LAYING CABLE : (Common specification for this & same category of items below) : Laying, testing and commissioning of following sizes LV, MV & HV Cables including telephone cables and sealed properly of upto /3.5/ 4 of size PVC caps in designated cable route (in built-up readymade trenches; overhead cable trays; pull through pipes; exposed on wall/ beam/ rakes/ trusses tie/ beam/ embedded in floor or buried directly underground; or through G.I.pipe). Cables shall be PVC/XLPE insulated; PVC Sheathed; FRLS armoured Aluminium/ Copper Cables or similar types as per IS:1554 (PART-I), IS 7098 PART I & IS 1225-latest version.;Unit rates quoted for installation of cables shall be same irrespective of route and method of laying. The item shall include laying, pulling of cables, proper dressing of cables on cable trays, racks, vertical raceways etc. and supply and installation of saddles, spacers and nylon chord for tying as required, stainless steel/aluminium/lead strip identification tags at strategic points/ every 50 meter intervals, aluminium clamps. etc. The straight through Jointings/ tying of upto 1100V 3/3.5/ 4 core of size armour in the cables should be avoided/ minimised. (Structural steel, tray, pipe, excavation, sand and bricks shall be paid under separate item of BOQ).Item includes transportation from store/yard to site at the place of installation, unpacking, including all labour and materials.Empty drums and excess cable to be rerolled and transported back to desigated store/yard.	20000	M

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
30	Cable termination upto 40mm dia	Termination of XLPE/PVC insulated armoured cables upto 1100 V grade and connection of leads, cutting and stripping of cable insulation, fixing of cable gland crimping the lug on to the conductor, clamping of the cable cores, supply, fixing & marking with wire number, ferrules etc. all necessary consumables and GI hardware, supply & installation of PVC shrouds for outdoor terminations including all labour and materials complete as per approved drawings, directions, of Engineer-in-charge. This will also include provision of additional supports, if required, for proper dressing and support of cables. The contractor to also arrange suitable Stop Plugs for unused entry, if required. The cost for supply of suitable cable lugs and bimetallic strip (if required) shall be included in termination, no separate payment shall be made for cable lugs and bimetallic strip. All supplied lugs shall be of heavy duty long barrel type. In case of bimetal connection, contractor to supply and use suitable bimetallic strip / lugs. 1.1KV Grade Power Cable, Stranded Aluminium conductor, XLPE/PVC insulated, extruded PVC inner sheathed, armoured & extruded FRLS PVC Black outer sheathed.	150	Nos
40	Cable termination above 40mm dia	Termination of XLPE/PVC insulated armoured cables upto 1100 V grade and connection of leads, cutting and stripping of cable insulation, fixing of cable gland crimping the lug on to the conductor, clamping of the cable cores, supply, fixing & marking with wire number, ferrules etc. all necessary consumables and GI hardware, supply & installation of PVC shrouds for outdoor terminations including all labour and materials complete as per approved drawings, directions, of Engineer-in-charge. This will also include provision of additional supports, if required, for proper dressing and support of cables. The contractor to also arrange suitable Stop Plugs for unused entry, if required. The cost for supply of suitable cable lugs and bimetallic strip (if required) shall be included in termination, no separate payment shall be made for cable lugs and bimetallic strip. All supplied lugs shall be of heavy duty long barrel type. In case of bimetal connection, contractor to supply and use suitable bimetallic strip / lugs. 1.1KV Grade Power Cable, Stranded Aluminium conductor, XLPE/PVC insulated, extruded PVC inner sheathed, armoured & extruded FRLS PVC Black outer sheathed.	80	Nos
50	Supply of HT cable joint 120-185	Supply of HT straight through cable jointing kits -heat shrinkable, Unearthed grade,(Outdoor), lugs and accessories, including all materials and accessories etc complete as per requirement for 3 Core armoured AL cables, 11 kV, XLPE (UE), 120-185 sqmm .	10	Nos
60	Supply of HT cable joint 240-300	Supply of HT straight through cable jointing kits -heat shrinkable, Unearthed grade , (Outdoor) , lugs and accessories, including all materials and accessories etc complete as per requirement for 3 Core armoured AL cables, 11 kV, XLPE (UE), 240-300 sqmm.	5	Nos

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
70	Making of HT cable joint and term.	Making of HT heat shrinkable cable joints and end terminations for indoor & outdoor as per requirement- including cutting, stripping of insulation etc. upto 400 sqmm excluding supply of jointing kit and accessories including all labour and materials etc complete as required. 3 Core cables 11 kV, upto 400 sqmm	10	Nos
80	Making of LT cables upto 40mm	Making of LT cable joint for cables with OD upto 40 mm.HEAT SHRINK JOINTS : Making of heat shrinkable type straight through joints for 1100 volt grade PVC/XLPE cables as per specifications, including cutting, stripping of cable insulation complete with supply of consumable, accessories etc., including all labour and materials, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge excluding supply of heat shrinkable jointing kit	20	Nos
90	Making of LT cables above 40mm	Making of LT cable joint for cables with OD above 40 mm.HEAT SHRINK JOINTS : Making of heat shrinkable type straight through joints for 1100 volt grade PVC/XLPE cables as per specifications, including cutting, stripping of cable insulation complete with supply of consumable, accessories etc., including all labour and materials, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge excluding supply of heat shrinkable jointing kit	20	Nos
100	LT Jtg Kit 4Cx6-16 sqmm	Supply of Heat shrinkable straight through jointing kit for Cable size:2C to 4CX6Sqmm to 16SqmmCable type:PVC insulated Al conductor Voltage grade:1100V Conforms to:IS13573 Type test passed as per IS.	20	Nos
110	LT Jtg Kit 3.5/4 Cx25-50 sqmm	Supply of Heat shrinkable straight through jointing kit for Cable size:3.5/4C-25 to 50 SqmmCable type:PVC insulated Al conductor Voltage grade:1100V Conforms to:IS13573 Type test passed as per IS.	20	Nos
120	LT Jtg Kit 3.5/4Cx70-95 sqmm	Supply of Heat shrinkable straight through jointing kit for Cable size:3.5/4C-70 to 95 SqmmCable type:PVC insulated Al conductor Voltage grade:1100V Conforms to:IS13573 Type test passed as per IS.	20	Nos

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
130	LT Jtg Kit 3.5Cx120-185 sqmm	Supply of Heat shrinkable straight through jointing kit for Cable size:3.5/4C-120 to 185 SqmmCable type:PVC insulated Al conductor Voltage grade:1100V Conforms to:IS13573 Type test passed as per IS.	20	Nos
140	LT jointing kit-185-300 sqmm	Supply of Heat shrinkable straight through jointing kit for Cable size:3.5/4C-185 to 300 SqmmCable type:PVC insulated Al conductor Voltage grade:1100V Conforms to:IS13573 Type test passed as per IS.	10	Nos
150	Removal of various grade of cables	Removal / Dismantling of existing cables in buried trenches/cable trays of following sizes and shifting it to lay down area within plant as provided by the owner premises as per instructions from engineer in charge. Supply of consumables tools and Contractor shall use suitable vehicles for transportation, loading/ unloading. The activities may contain minor civil works like excavation, chipping, removal & handling of structural steels used for electrical items.Removal of existing Cable of 11kV/1.1kV UE grade, Al Conductor, Armoured/non armoured/telephone cables of following sizes : 3Cx185 sq.mm, 3.5Cx300 sq.mm, 3.5Cx50 sq.mm, 3.5Cx70 sq.mm,3.5Cx95 sq.mm,3.5Cx120 sq.mm,3.5Cx150 sq.mm,3C/5C/7C/10C x2.5 sq.mm,	2000	M
160	GI pipe electrode	Supplying, providing and constructing GI Pipe Earth electrodes as Per IS:3043; GI Pipe Medium Class'B' 65 mm Dia; 3000 mm long complete with Earth Pit and all necessary materials including excavation of Earth Pit, filling with homogeneous layer of Charcoal and salt, Back filling, providing necessary Brick Masonry work, Plastering, MS/CI cover; Test links for connecting the earth Grid and Earth Electrode etc. complete as per Annexure D. This also includes testing of Earth resistance after completion as per Indian Electricity Rules. Minimum depth of burial shall be 3000 mm,homogenous hygroscopic material should not be less than 1 cum. & should cover 300 mm around the electrode up to a height of 2500 mm. Include 100mm dia GI pipe on all four sides for entry of earth strips. The scope of work also includes providing earth pit markers indicating resistance, test date, next due date etc. as per std. earthpit boards on GI plate of size @ 300 x300 mmx 2mm thick with a GI hollow section stand of of 25 mm square & length @ 1m; grouted in PCC 1:4:8 at a depth of @300 mm below the ground level and the top of plate should be @ 700 mm above the ground level.	20	Nos

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
170	Relocation / shifting, Installation at	Relocation / shifting, Installation at New Location, Earthing, Testing and Commissioning of Existing 415V Low Voltage Power Distribution Boards (PDB) / LV Panel. Scope of Works includes dismantling of Existing Foundations as required. Approximate Dimension : 800 mm (L) x 600 mm (W) X 2250 mm Height. Approximate Weight : 750 Kg	5	Nos
180	Sand in cable trench - supply & spread	Supply and spreading of approved fine river sand in cable trenches including all labour and materials complete as per specifications and direction of Engineer- in-charge.	600	M3
190	Brick 3" in cable trench - supply & lay	Supply and laying of approved second class bricks of thickness 3" in cable trenches for cable protection including all labour and materials complete as per specifications and direction of Engineer- in-charge.(Actual area of laid brick surfaces shall be measured)	500	M2
200	Supply, Fabrication and installation of	Supply, Fabrication and installation of various sizes steel for supports, brackets for miscellaneous electrical equipment, base frames, support for switchgear, supports for outdoor lighting fixtures, hangers, risers, clamps etc. for miscellaneous electrical equipment / items, cable and cable tray supports with rolled MS sections, pipes, plates, strip etc., including shot blasting, welding, bolting, rivetting, supply of necessary anchor bolts and grouting etc. Including surface finish, painting with one coat of 60 micron DFT of inorganic zinc silicate primer, 1 coat of 100 micron Two pack Epoxy HB Poly amide cured, including breaking walls, floors etc. for structures as required, including supply of all G.I hardware materials, including all labour and materials, complete as per approved drawings, specification of this tender and directions of Engineer-In-charge. Any item	6000	Kg
210	F/I Structural steel	Fabrication and installation of steel structural work of any type (equipment, supports, cables trays etc.) fully assembled and erected including necessary supports, foundation etc. excluding supply of steel but including primer coat and finished coats of approved synthetic enamel paint suitable for highly corrosive environment, all labour and materials complete as per approved drawings and directions of Engineer-in-Charge. (Any item weighing up to 1 kg or less shall neither be measured nor paid).	3000	Kg

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
220	Grubbing, scrubbing & clearing the areas	Grubbing, scrubbing & clearing the areas, removal of roots/boulders, breaking clods, making up the hollow produced by removal of roots/boulders with available earth, clearing the site of all objectionable/unserviceable materials by means of manual or mechanical excavation as per directions of Engineer-in-Charge. The cutting and stripping work shall be done to an average depth of 300 mm and the surface rough-levelled for subsequent works. Including loading, transport, unloading and disposal of the unserviceable material at designated areas within the plant boundary and leveling the same.	400	M2
230	SITC of Solar Street Light	SITC of Solar Street Light along with lighting pole Solar LED Street Light : Solar LED Street Light : Supply, installation, testing and commissioning of All In One Solar Street Light street lighting of wattage - 60W LED, complete with all necessary accessories suitable for 2 days autonomy including solar PV panel Monocrystalline type 100 Wp +/- 10%, Lithium Ferro Phosphate Battery 12.8V 42 Ah , Efficiency >90%, System Lumen Efficacy 160 Lumen/W , MPPT charge controller 12V , 7A , LED Make OSRAM/Cree/ Equivalent with Life span of 50000 Hours , Inbuilt DC Type Driver, Aluminium Extruded Body with OEM Logo, , battery casing with IP 65 protection, RoHS compliant, Dusk to Dawn Operation provided along with intelligent dimming profile, with necessary protections like i. Over charged Protection , ii. Deep Discharge protection , iii. Over current protection iii. Short Circuit Protection , v. Overvoltage Protection as required mounting brackets, , etc. with LED display to indicate the charging status of battery , , automatic ON-OFF system and other accessories and systems complete, brackets and supports, mounting clamps, necessary cabling, wiring and conduiting etc. as may be required. Make - Bajaj, CG, Philips, HAVELLS, GE or equivalent as approved by E-I-C. Supply, Erection, Testing and commissioning of 9 Meter Height Hot dip Galvanised Octagonal Street Lighting Pole of Single ARM including four nos foundation Anchor bolts and accessories. The job includes construction of foundation with M30 grade concrete mixture and required formwork and surface treatment of foundation for successful completion of the job. The lighting pole shall be bolted on a pre-cast foundation with a set of four Foundation bolts for greater rigidity. Supply, Installation, earthing, glanding, termination of incoming and outgoing cables/ wires at luminaire , testing and commissioning of lighting luminaires (including junction box) and other accessories suitable for outdoor installation. This shall include transportation from owner's issue point to actual place of installation by contractor's own lifting & transporting arrangement, unpacking, assembly of luminaries, drilling etc. as required, all labour and material complete as per drawings, specification of this tender and directions of Engineer-in-charge. Following Site Conditions will be considered for design and installation of 9 meter height Single ARM Tubular Street Lighting Pole: # Maximum Ambient temperature : 38 Deg C # Minimum Ambient temperature : 5 Deg C # Equipment design temperature : 40 Deg C # Earthquake Design factor: (Code IS-1893 Zone-V/ Site spectra whichever is governing), As per IS 1893, Seismic factor = 0.36 # Wind speed : 50 meter / sec # Site Altitude : 90 m above MSL # Relative humidity : 85% at 3 Deg C # Environmental conditions : Corrosive Industrial Environment / Extreme Moisture (Tropical Climate) The Lighting Pole will comply the following specification as minimum, but not limited to the following : # Poles shall be bolted on a pre-cast foundation with a set of four Foundation bolts for greater rigidity. # The pole shaft shall be made from sheet steel . # The pole shaft shall have tubular / octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding. (Item is inclusive of excavation and backfilling, RCC work, accessories etc. complete with all associated works). Technical Data Sheet (TDS) of lighting pole, lighting fixtures to be submitted along with the bid.	40	Nos

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
240	Breakdown maintenance of ACs at porta cabins	Breakdown maintenance of ACs including repairing of cards,supply of cards,outdoor fan motors,capacitors, supply and charging of refrigerant including supply of all consumables for brazing along with brazing set and brazing electrode & accessories,supply of refrigerants as per direction of E-i-C	15	AU
250	Installation of new ACs	Shifting of unit to site ,installation ,testing and commissioning of Split/Tower AC's in all respect including supply of readymade MS support for outdoor unit with proper grouting and painting ,providing condensate drain piping of high quality jacketed PVC flexible material as per site requirement up to nearest drain point,making holes (upto 10 inch wall) for suction and discharge piping (includes supply of pipe length as per site requirement) between indoor and outdoor unit,providing insulation and fixing of pipes with clamp,cables(including supply of company specified size of cables upto the nearest power point inside the room without joint from indoor/outdoor unit) with proper saddling in the wall,sealing of holes/painting and cleaning of the site as per the satisfaction of the Engineer-in-Charge.	10	Nos
260	Excavation	Earth work in excavation for all kind of Soil including all labour, materials, dressing of sides, pumping & bailing out water accumulated due to rain and / or subsoil waters and including disposal or stacking, leveling and neatly dressing as decided by Engineer-in-Charge including providing temporary supports to existing service lines like water pipes, sewerage, electric cables, etc., if any, complete, including shoring/ strutting /sheet pile, all materials and labour complete and as directed by Engineer-in-Charge for following depth.Excavated soil shall be disposed at least 50 m away from the Plant Boundary / kept for backfilling within a radius of 500M and the charges for the same is included in this item.	600	M3
270	Back filling	Backfilling with river sand Backfilling in section excavations for foundation, plinth, trenches etc with riversand supplied by Contractor after excavating the same from approved borrow areas, loading, transporting the sand to site of work, unloading, laying at all depths and heights in layers of 150mm loose thickness, watering and ramming to proper compaction to achieve 85% laboratory maximum dry density, dressing etc. all complete as per direction of Engineer-in-Charge and including certification of used material in compliance with the Soil Recommendations. Price shall be including cost of backfill material along with all royalties. including Inspections and Tests.	600	M3
280	Horizontal boring works	Making horizontal bore under the WBM etc of the roads : Making horizontal bore under the WBM of the roads etc. manually or by machine for laying of upto 100 mm NB GI/ RCC pipes, excavating the side approach to facilitate boring, backfilling the same after completion of works including supply of tools , tackles,equipment etc.personal protective equipment to complete the job complete as required, excluding the supply of GI pipe as directed by Engineer-In -Charge."	100	M
290	Wiring 1.5sqmm FRLS PVC conductor	Wiring for light nos/ fan nos/ exhaust fan nos/ call bell nos with 1.5 sq.mm FRLS PVC insulated multi-stranded flexible copper conductor, single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the nos with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required including supply of materials.. Group - C"	200	Point

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
300	Wiring 2X2.5sqmm + 1X2.5sqmm earth wire	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated multi-stranded flexible copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire including supply of materials.	1000	M
310	Wiring 2X4sqmm + 1X4sqmm earth wire	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated multi-stranded flexible copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.2 X 4 sq. mm + 1 X 4 sq. mm earth wire including supply of materials.	1000	M
320	Wiring 2X6sqmm + 1X6sqmm earth wire100.000	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated multi-stranded flexible copper conductor, single core cable in surface/ recessed medium class PVC conduit as required including supply of materials..	500	M
330	500kVA DG hiring	500kVA prime rated DG in acoustic enclosure hiring charges for a period of one month on round the clock basis alongwith DG operator.The job shall include supply and transportation of new DG set to site,unloading,installation,cabing job,providing AMF panel with insulated busbars, indication lamps,voltmeter,ammeter,kWH meter,frequency meters/multifunction meters,fuel tank and suitable Air Circuit Breaker and protection relays. The D.G. Set should be maintained properly to keep those in satisfactory running condition at all times. Supplying emergency power for a load at least 90% of the capacity of generators. First fill of 500 ltrs to be provided by the DG vendor. Subsequent fuel will be provided by NRL, however, filling to be done by the bidder.NRL will provide hydra/crane for unloading of the DG set at site.Compliance of any statutory regulations shall be obtained by the bidder during commissioning of the DG.Operator to operate the DG set will be provided by the vendor. Vendor will ensure that operator is present all round the clock at site. The DG will be capable to run 2 nos of 125 kW motor with DOL start. .All necessary earthing connection will be done the vendor along with construction of earth pits with earth electrodes.Sheds, if required, will be constructed by the bidder based on site requirements and as per direction of Engineer-in-Charge.All consumables,spares etc. as required to keep the DG in running condition shall be under the scope of the bidder.	2	AU
340	Flood Lights	Supply of 200W LED Flood light luminaires with required accessories Input voltage: 230V ac, IP-66,Glass- Toughened, IK07 or more Surge Protection for the luminaire for 10KV with iin built SPD	50	Nos

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
350	Scaffolding work-NRL supply	Scaffolding work with NRL supplied materials. 500 M3		
360	SITC of 5/6 A Switch Socket	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess,including providing and fixing 3 pin 5/6 A modular socket outlet and 5/6 A modular switch connection etc. as required	50	Nos
370	SITC of 15/16 A Switch Socket	Supplying and fixing suitable size GI box with modular plate and cover in FRLS on surface or in recess,Including providing and fixing 6 pin 5/6 & 15/16A modular socket outlet and 15/16A modular switch, connection etc. as required.	50	Nos
380	Canopies	Supply, fabrication and installation of canopies for miscellaneous outdoor equipment like cable trays,motors, fire alarm points, telephones, communication hand set stations etc. to render them weatherproof made out of 1.6 mm (16 gauge) sheet steel including supply of hardware and paint, painting, including all labour and materials, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge.	80	Kg
390	Lean Concrete	LEAN CONCRETE (PCC 1:4:8 M7.5)Providing and laying in position Plain Cement Concrete 1:4:8 (1 Cement: 4 Coarse Sand: 8 Graded Stone Aggregates) with 40 mm and down size graded stone aggregate as leveling course in foundations, under slabson grade etc., including tamping, curing, shuttering etc.complete for all depths and heights.	50	M3
400	Brick work	Brick work with common burnt clay locally available for foundation and plinth etc. in cement mortar 1:6(1 cement:6 coarse sand) including supply of bricks	20	M3

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
410	Cement Plaster	Cement plaster(in fine sand)15 mm cement plaster on the rough side of single or half brick wall of mix 1:6(1 cement:6 fine sand)	20	M
420	Demolition of PCC and RCC	RCC/PCC structure breaking using demolition breaker(any thickness)	50	M3
430	Demolition of brickwork	Brickwork structure manual breaking (any thickness)	30	M3
440	GI Pipe 100NB-Supply	Supply of GI pipes,class B/sleeves 100 NB	100	M
450	GI Pipe 100NB-Service	Fabrication and installation of of 100 mm dia,class B GI pipes/ sleeves for cable protection, fixed on steel, concrete or similar structure, in trenches, ready to be buried in concrete including cutting, bending, grinding, threading and similar works, supply & fixing of required GI fastners, clamps, small iron structures, spacers, cleats, plug, bushings, sealing compound/ material etc., cutting and remaking of concrete surface including supply of civil material, all labour and materials complete as per approved drawings, specification of this tender and directions of Engineer-in-charge.	100	M

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
460	Panel etc. install: Weight upto 50 kg.	Panel etc. install: Weight upto 50 kg PANEL ETC. INSTALL: (Common specification for this & same category of items below) : E : Installation of switch boards, relay and control panels, annunciation panels, UPS system, battery chargers, distribution boards, cubicles with electrical equipment, motors, misc. electrical panels and equipment etc., including transportation from store/yard to site at the place of installation, lifting the panels and equipment by deployment of tyre mounted hydraulic trollies, unpacking, assembly, including mounting and wiring of loose parts supplied by equipment vendor, interconnection of shipping sections and requisite inter-panel wiring between shipping sections, including supply of all wiring materials, installation on foundations or fixing to wall or steel structures,anchoring, aligning, levelling, grouting, testing and calibration of relays and meters etc., including all labour and materials, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge. The channel supports on cable trench required to position the panels etc. shall be measured and paid separately."	10	NOS
470	Panel etc. install: Weight 50 to 100 kg.	Panel etc. install: Weight more than 50 Kg to 100 kg PANEL ETC. INSTALL: (Common specification for this & same category of items below) : E : Installation of switch-boards, relay and control panels, annunciation panels, UPS system, battery chargers, distribution boards, cubicles with electrical equipment, motors, misc. electrical panels and equipment etc., including transportation from store/yard to site at the place of installation, lifting the panels and equipment by deployment of tyre mounted hydraulic trollies, unpacking, assembly, including mounting and wiring of loose parts supplied by equipment vendor, interconnection of shipping sections and requisite inter-panel wiring between shipping sections, including supply of all wiring materials, installation on foundations or fixing to wall or steel structures,anchoring, aligning, levelling, grouting, testing and calibration of relays and meters etc., including all labour and materials, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge. The channel supports on cable trench required to position the panels etc. shall be measured and paid separately.	8	NOS
480	Housekeeping/upkeepment/readiness of site	Housekeeping/upkeepment/readiness of site including minimum 7 numbers of unskilled manpower per day basis.	50	AU

SCHEDULE OF RATES

Job Name: Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site . (GeM Tender No : GEM/2023/B/4219675)

SN	Item Short text	SOR Item description	Quantity	UOM
490	CSS ITC	Transportation up to erection site, Installation, earthing (all internal earthing and connection of internal earth with outside grid) testing and commissioning of outdoor type following Compact Substations (CSS) consisting of HV VCB (RMU) and MV distribution boards, transformers, power factor improvement capacitors, misc. electrical panels including all labour and materials and directions of Engineer-in-Charge. Also any assistance required to Client for CEA approval shall be in Contractor's scope.Compact Substation with 11kV/433V, 1250KVA, Transformer with outgoings and cable terminations.Supply shall include commissioning spares as required.Package substation shall consist of :# 630A, 11kV, 3 phase,50Hz, 25kA for 1 second, VCB Breaker Panel consist of 3 nos VCB. (RMU-1 number VCB for incomer and 2 numbers VCB for outgoing feeders as loop in-loop out).# 11kV/433V, 3 Phase, Dyn11, OCTC with tapping range of ±5% in steps of 2.5%, ONAN type Energy efficiency Level 2 (minimum) as per IS 1180 OR Dry type cast resin natural air cooled (AN) Transformer with all fittings & accessories.#415V, 3 Phase, 50Hz, 50kA for 1 second, MV Switchboard with ACB incomer & MCCB having O/C, S/C, E/F release (Microprocessor Based) and shunt trip for earth leakage protection for outgoing feeders.# KWH Meters in incomer & all outgoing feeders of MV switchboard # All lighting and lighting distribution inside Package substation# APFC panel with required protection.# All protection & metering as required.# All internal earthing and connection of internal earth with outside grid	1	Nos
500	Stenciling and lettering	Lettering and Stenciling of 32 mm height including supply of approved colour of Paint/Paints , painting of tag number of Electrical equipments as specified in specification & by Engineer -In-Charge.Supply of various types of paints, primers, preparation of surfaces by manual, hand tool cleaning, power tool cleaning and application of primer and finish paints for equipments surfaces/concrete surfaces, identification (Equipment name) lettering, stenciling,colour bands, colour coding etc as specified including rubdown and touch up of shop primer wherever required, providing scaffolding at all elevations, various locations, labour,materials, tools & tackles, consumables, safety, PPE's, supervision, etc. to complete the work in all respect as per direction & full satisfaction of owner's/engineer in charge for all types of equipment	1000	Nos
510	RCC Works	Providing and laying in position Reinforced Cement Concrete of specified grade(design mix) with 20 mm and down size graded stone aggregates excluding cost of centering and shuttering and reinforcement including providing pockets/ shear keys during concreting, vibrating, tamping, curing, sampling, testing and rendering if required, to give a smooth and even surface etc. including cost of all material & labor in substructure, for rafts, plinth beams, footings and other similar items not specifically mentioned herein, for all depths, complete as per drawings, specification and as directed by Engineer-in-charge/ owner. For details refer specification for Plain and Reinforced concrete . Materials to be supplied as per approved vendor lists attached with special conditions of contract. Quoted Rate include supply and mixing of approved brandC15:C17 of Bi-Polar Concrete Penetrating Corrossion Inhibiting Admixture	50	M3

ANNEXURES OF TENDER DOCUMENT

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 -A, B	PPLC Policy, Format-2A
Annexure-XIX	Proforma of Bank Guarantee for Security Deposit
Annexure- XX	Format for Contract Agreement
Annexure-XXI	Integrity Pact

ANNEXURE-I

COMPLIANCE TO BID REQUIREMENTS

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

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 : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

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)

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.

GeM Tender No: GEM/2023/B/4219675

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 : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.

GeM Tender No: GEM/2023/B/4219675

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 : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.

GeM Tender No: GEM/2023/B/4219675

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 : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

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)

ANNUAL TURNOVER IN LAST THREE YEARS

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

Name of Bidder : _____

Sl. No	Financial Year	Turnover (Rs)
1)	FY 20-21	
2)	FY 21-22	
3)	FY 22-23 <i>Note: In absence of audited Trading and P/L account(s) for FY 2022-23, bidder may submit the documents pertaining to FY 19-20.</i>	
Average Annual Turnover:		

Note: 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. Last three financial years mentioned above refers to immediate three preceding financial years (i.e. FY 20-21, FY 21-22, FY 22-23). If audited / CA certified turnover document of the preceding financial year (i.e. FY 2022-23) is not yet finalized, the audited / CA certified turnover documents of the three years prior to preceding financial year (i.e. FY 19-20, FY 20-21, FY 21-22) will be considered.

Audited Annual Report / financial statements needs to be **accompanied with UDIN number**, which is mandatory from July 2019 onwards. Any Financial Report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

Note: - If a Bidder does not submit the aforementioned financial statements for three specified years, then Average Annual Turnover will be calculated based on financial figures of only those specified years for which requisite financial statements are submitted. Turnover will be considered '0' (Zero) for the year(s) for which requisite financial statements are not submitted."

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
 GeM Tender No: GEM/2023/B/4219675

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.

1)	Power of Attorney “or” Proprietorship Certificate/Proof in the name of the signatory of the bid.	
2)	Earnest Money Deposit (EMD) / MSE (UDYAM registration) Certificate, as applicable.	
3)	Full set of the tender document with every page duly filled, sealed & signed.	
4)	Copy (ies) of work order(s) and corresponding completion certificate(s) or any other relevant documents in support of PQC-Technical Criteria & PQC-Financial Criteria:	
5)	Copy of Audited Trading and profit & loss accounts or certificate from CA as proof of turnover to meet the PQC.	
6)	Other certificates/license/proof/documents etc. as stipulated in the PQC requirements (if any)	
7)	Copy of VALID GST Registration Certificate	
8)	Copy of PAN card.	
9)	Copy of PF Registration Certificate	
10)	Copy of ESI Registration Certificate	
11)	Category of MSE registration (UDYAM registration certificate to be submitted) – if applicable	
12)	Any other certificates, licenses, documents, undertakings etc. as sought in the PQC or Technical Tender Document (if any)	
13)	Following documents in your letterhead duly signed sealed by authorized signatory: - a) Self-Declaration of black/holiday listing (Annexure XII) b) Tender Acceptance Letter (Annexure XIV), c) GST Indemnity Bond cum Undertaking (Annexure XV) d) Bidder’s Undertaking regarding restrictions on procurement from a bidder of a country which shares land boundary with India (Annexure XVI-B)	
14)	Integrity Pact Document duly signed & sealed (Annexure XXI)	

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.

BIDDER DETAILS

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
 GeM Tender No: GEM/2023/B/4219675

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 ENCLOSED) :	
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 : _____

Information to bidders on NRL's Policy for Micro and Small Enterprises (MSEs) & Start-Ups

(The subject job falls under the category of public safety, health, critical security operation and equipment's etc. Hence, 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 (PQC) must be complied by all the participating bidders)

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

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 mandatorily 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 may 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.

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 Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> or GeM portal or can be obtained from the Office of General Manager (Commercial). Tenders are also published in NRL Website www.nrl.co.in

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:

- 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)

- 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.
- 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 tender may be split to enable ordering of 25% of tender quantity to MSE bidder(s) within the price range of L1 bidder's price + 15% subject to their matching L1 bidder's evaluated price.

- In case where tender quantity can be split and MSE vendor is already getting order for more than 25% of the tender value by being L1 or through matching L1 price, no additional purchase preference is required to be given in that tender. In such cases, the sequence of matching L1 bidder's price shall start from the splittable item with highest amount onwards. Once 25% of the tender value is achieved for MSE vendor(s), no additional purchase preference is required to be given in that tender.
- 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).

vii) For Supply of Goods as well as Services:

In case when the contract is awarded to an MSE bidders matching the L1 price refuses or fails to execute the supply/service after award, the quantities or unexecuted quantities may be subsequently offered to

any of the other MSE bidders (not selected for award so far, and falling within the price band of L1+15%), in the sequence of their ranking (i.e., L3, L4 and so on) subject to their matching the evaluated L1 price. In absence of such MSE bidder, the quantity may be offered to the original L1 agency (non-MSE).

- In case of “refusal”, subsequent award to next eligible agency shall be done within original or extended offer validity.
- In case of “failure”, unexecuted quantities shall be offered to the eligible next agency within maximum one year from the original date of award.

Defaulting supplier/contractor shall be subject to penalties as per procedure.

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

The subject job falls under the category of public safety, health, critical security operation and equipment's etc. Hence, 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 (PQC) must be complied by all the participating bidders.

F. Applicability of the Policy

- i) 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.
- ii) 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
- iii) 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 Startups) as mentioned above will not be extended to works contracts.
- iv) The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

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.

JURISDICTION

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)

SELF DECLARATION OF DEBARMENT / BLACKLISTING / HOLIDAY LISTING & ALLIED FIRMS

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

(1) SELF DECLARATION OF DEBARMENT / BLACKLISTING / HOLIDAY LISTING

I/We hereby declare that I am / we are currently not serving any holiday listing/blacklisting/debarment orders issued by Numaligarh Refinery Limited (NRL) or Ministry of Petroleum & Natural Gas (MoPNG) debarring me/us from participation in tendering or carrying on business dealings with NRL/MOPNG.

I/We understand that bids from the bidders who are on holiday list by NRL or MoPNG will not be considered.

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

2) DECLARATION OF ALLIED FIRMS OF THE BIDDER

I/We hereby declare that following are my/our allied firm(s) (as defined in NRL's holiday listing policy):

Name(s), PAN and GST number(s) of our allied firms are as follows:

Sl. No.	Name of Allied Firm	PAN	GSTN

It is understood that in case of debarment of me / my agency / company by NRL, the debarment shall be automatically extended to my/our allied firms.

Date:

(SIGNATURE OF BIDDER)

Place:

Note: Please refer NRL's current "Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers" available in NRL website www.nrl.co.in (under "Tenders" section) for details. Bidders are requested to carefully read the said policy which will be applicable for this tender.

PRICE BID UNDERTAKING

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

- 1) I have submitted the Priced Bid for above mentioned work and related activities as envisaged in the Bid document.
- 2) I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.
- 3) I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes **(including GST)**.

Yours Faithfully,

(SIGNATURE OF BIDDER)

TENDER ACCEPTANCE LETTER

Date:

To,

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

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

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 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 : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.

GeM Tender No: GEM/2023/B/4219675

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)

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Department of Expenditure Order (Public Procurement No. 4) ref. No.F.7/10/2021-PPD (01) dated 23.02.2023 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 as specified in the DoE Order referred above.

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: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) an agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. 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:

1. 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---

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.
 - b. "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;
2. 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;
 3. 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.
 4. 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;
 5. 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. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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. Non-submission of Form A may lead to disqualification for Techno-Commercial evaluation of the submitted bid.

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 Blacklisting Holiday Listing the party /encashment of EMD or PBG submitted as per contractual provision etc.

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

FORM A
(CERTIFICATE OF COMPLIANCE)
(On Company's Letter Head)

To,
CGM (Commercial)
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub : Certificate of Compliance

Bidder's Details:

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.

GeM Tender No: GEM/2023/B/4219675

Sl.	Bidder's Undertaking	Please put Yes (✓) or No (X), as applicable
1	(A) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country".	
	(B) Or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
2	(A) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."	
	(B) Or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
3	(A) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."	
	(B) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement." [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	

Place :

Date :

Signature :

Name :

Designation :

Seal of the Company :

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.

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

Policy to provide Purchase Preference linked with Local Content (PP-LC) under Make in India (PPP-MII) Order, 2017

1. Ministry of Petroleum & Natural Gas (MoPNG) vide letter No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022** issued directive that Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 issued by DPIIT and as amended from time to time, shall be applicable to all the Public Sector undertakings under MoPNG w.e.f. 01.04.2022.

The letter further directed that, as per Para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on procuring entities under MoPNG:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
 - b. Local value addition through services such as transportation, insurance, installation, commissioning, and training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculations.
 - c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the order.
2. Accordingly, excepting the 03 modifications as directed above, the latest Order issued by the Department for Promotion of Industry and Internal Trade (DPIIT) i.e., Order No. **P-45021/2/2017-PP (BE-II) dated 15.09.2020** shall be currently applicable for tenders under this procuring entity.
 3. Further, Ministry of Finance, Department of Expenditure (DoE), vide OM No. **F 1/4/2021-PPD dated 18.05.2023** has issued guidelines on concurrent application of PPP-MSE Order 2012 and PPP-MII Order 2017. These guidelines shall be applicable for tenders under this procuring entity.
 4. Further, MoPNG, vide letter No. **FP-20013/2/2017-FP-PNG-Part(1) (E-36682) dated 11.07.2023** has specified the Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil & gas LSTK/EPC contracts/projects. These guidelines shall be applicable for tenders under this procuring entity.

The above referred Letters/Order/OM are enclosed with this NIT for reference [Annexure-XVIII-E].

Other Terms & Conditions:

- a) **Price Validity:** L1 Bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items as described above, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- b) **Negotiation:** In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or Class-I local supplier shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 20% (for Class-I local supplier)/ 15% (for MSEs) as compared to L1 bidder provided they were within 20% (for Class-I local supplier)/ 15% (for MSEs) of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

c) **Certification of Local Content:**

(i) At bidding stage:

1. Bidder shall furnish the undertaking/ declaration in the enclosed **Format-2A** in the un-priced part of the bid duly signed, seal & stamp.
2. The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.

However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

(ii) **After award of contract:**

- The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall also become a part of the contract.
- In cases of procurement for a value in excess of Rs. 10 Crores, the Undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content shall be acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary do not have statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- The Local Content Certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work / purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the original bid due date shall be considered for the calculation of Local Content.
- Procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

d) **Failure of bidder in complying with the local content post award:**

During execution, it shall be the responsibility of the supplier/contractor to ensure fulfilment of the minimum local content specified in the bidding document.

In case bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document for Class-I Local Supplier or Class-II Local supplier, fails to achieve the same, the following actions shall be taken by the procuring company:

- a. Pre-determined financial penalty @ 10% of total contract value.
- b. Banning business with the supplier/contractor for a period of two year for breach of the code of integrity.

Annexure –XVIII-B

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
 GeM Tender No: GEM/2023/B/4219675

FORMAT– 2A**(DECLARATION TO BE SUBMITTED ALONG WITH UNPRICED BID)****Declaration/ Undertaking for availing purchase preference under PP-LC Policy**

Bidders are requested to select 'Yes' or 'No' by putting 'V' mark against declaration column below.

SN.	Parameter	Declaration	Remarks
1	We confirm that our offer is in compliance to Policy to provide purchase preference (linked with local content) as per the provision of enquiry.	Yes / No	
2	Please clarify whether the bidder is a Class-I Local Supplier OR a Class-II Local Supplier or Non-Local Supplier.	Class-I: _____ Class –II: _____ Non-Local: _____ (Please V, as applicable)	
3	Bidder confirm that the bidder meets the minimum Local content requirement as specified for Class-I or Class–II local supplier specified for claiming Purchase Preference under policy to purchase preference (linked with local content).	Yes/ No	
4	Mention the percentage of local content in the bid.	_____%	Bidder to ensure that bidder's % local content mentioned in Sr. 4, shall be in accordance with status mentioned as Class-I Local Supplier OR as Class-II Local Supplier (as applicable) in sr. no. 2 above.
5	We confirm that we have submitted the requisite documents, as per the PP-LC policy enclosed in the bidding document, to establish our status as Class-I or Class –II local supplier, as applicable.	Yes/ No	Failing to submit these documents will be liable for rejection/ non-consideration for purchase preference, as per the provisions defined in PP-LC policy enclosed in bidding document.
6.	In case order is placed on us, we hereby declare to submit Local Content Certificate along with each Invoice raised in line with the Min Local Content declared by us in our offer against the tender.	Yes/ No	
7	Whether bidder is an MSE bidder?	Yes/ No	If yes- Necessary documents to be attached along with unpriced part of the bid.

Bidder's signature: _____ (With Seal/ Stamp/Date)

Note: This undertaking shall be certified by the authorized signatory of the bidder having the Power of Attorney.

Job Name : Service Contract for Miscellaneous Electrical jobs for Project activities etc. at NRL Site.
GeM Tender No: GEM/2023/B/4219675

Annexure –XIX

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

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

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.

- 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.

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.

INTEGRITY PACT

INTEGRITY PACT

NOTE TO BIDDER:

- a. Proforma of Integrity Pact(enclosed) shall be returned by the Bidder(s) along with the bid documents (technical bid in case of 2 part bids), duly signed by the same Signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed shall result in the bid not being considered for further evaluation.
- b. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of the Integrity Pact.
- c. If the contract has been terminated according to the provisions of the Integrity Pact, or if NRL is entitled to terminate the contract according to the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Contractor / Supplier Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee as per provisions of the Integrity Pact.
- d. Bidders may raise disputes / complaints, if any, with the Independent External Monitor(s) through telephone and email followed by written document or telephone and written document. However date of receipt of complaint shall be the date of receipt of signed written document only.

Name / address / e-mail ID / contact number(s) of Independent External Monitor appointed to oversee implementation of Integrity Pact Programme at NRL is mentioned below.

Name & Address of Independent External Monitors for Monitoring / Implementation of Integrity Pact.

1. Shri Arun Kumar Gupta, Ex-CMD
Shipping Corporation of India,
E-68 B, Nandanvan CHS, Sector 17
Nerul, Navi Mumbai, Pin 400706
Email: guptaarun55@rediffmail.com
2. Smt. Archana Pandey Tiwari. IRS (Retd.)
C-32, Nangal Dewat,
Vasant Kunj, New Delhi – 110070
Email: ampandey2001@yahoo.com



एन. के. बुढ़गोहई / N. K. BURAGOHAIN
मुख्य महाप्रबंधक (वाणिज्यिक) / Chief General Manager (Commercial)
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम - 785 699 / Golaghat, Assam - 785 699

INTEGRITY PACT

Between

Numaligarh Refinery Limited (NRL) hereinafter referred to as "The Principal",
And

.....hereinafter referred to as "The
Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



Section 2 - Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.



- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.



Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.



- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.



Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal



.....
For the Bidder/Contractor/
Supplier

.....
Place
न. क. बुढ़ागोहाई / N. K. BURAGOHAIN
मुख्य महाप्रबंधक (वाणिज्यिक) / Chief General Manager (Commercial)
नुमालिगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम - 785 699 / Golaghat, Assam - 785 699

Witness1:.....
(Signature/Name/Address)

Date

Witness2:.....
(Signature/Name/Address)