

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA UNDERTAKING



TENDER DOCUMENT

FOR

“Procurement of Structural Steel for RTA’19.”

Tender No. OC04000256/ASH

PART – I: UN-PRICED BID

PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED
NOTICE INVITING TENDER (NIT)

1. Numaligarh Refinery Limited (NRL) invites ONLINE bid (E-tender) from competent and experienced suppliers under two bid system (Part-I: Techno-commercial part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre- Qualification Criteria (PQC) of the tender document for the following item:

Procurement of Structural Steel for RTA'19.	
(Tender No : OC04000256/ASH)	
Tender Publish Date	27-11-2018 at 16-00 Hrs.
Tender document download end date & time	17-12-2018 at 11-00 Hrs.
Pre-bid Meeting	Not applicable
Bid Submission end date & time	17-12-2018 at 11-00 Hrs.
Bid opening date & time (Technical Bid):	18-12-2018 after 11-00 Hrs.
Tender Withdrawal Time End Date :	17-12-2018 at 10-00 Hrs.

- All amendment, corrigendum, addendum, extension of due date, etc. shall be uploaded in website (<http://eprocure.gov.in/eprocure/app>) only.

2. **SUBMISSION OF E-BID:**

The E-Bid should be prepared in Two Parts as per the following details.

- PART – I : Techno-commercial / Un-priced Bid
- PART - II : Price Bid

Note:

- Only online offer shall be considered against the subject enquiry. For details please go to our e-tendering portal <http://eprocure.gov.in/eprocure/app>
- This Tender is being conducted in e-tendering mode and the Bid documents can be downloaded for ONLINE bidding by the bidders, who has the Digital Signature Certificates.
- For any assistance you may please contact our service provider personnel at Phone No 03776 – 265774, email: z_tender@nrl.co.in
- Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Toll free contact number for the helpdesk is 1800 3070 2232.
- Bids received by way of Post, Courier, Fax, Telex or Telegram or email or in open condition shall not be considered.**

3. PRE-QUALIFICATION CRITERIA (PQC):

The bidder shall be Manufacturer/Authorized supplier/ bidder should be experienced of supplying similar nature of structural materials within last 10 (Ten) Years.

4. EVALUATION OF THE TENDER: Tender shall be evaluated on '**ITEM WISE LOWEST OFFER BASIS**'. This job is **SPLITABLE**.

5. DOCUMENTS TO BE UPLOADED AS A PART OF PART – I: TECHNO-COMMERCIAL / UNPRICED E-BID:

- a) **Bidder should duly seal & signed the integrity Pact. Bidder's failure to return the Integrity pact duly signed shall result in the bid not being considered for evaluation.**
- b) Documents in support of PQC.
- c) PAN No., GST registration number allocation certificate, Registration certificate /Trade license/certificate/ Enlistment certificate / Incorporation certificate in any Govt. deptt. / Statutory body / PSU shall be submitted
Such other certificates if any as defined in the ITB
Copy of partnership deed in case of partnership firm, Memorandum and Article of Association in case of limited company, ownership certificate in case of sole of proprietary 9 firm and Power of Attorney in favour of authorized signatory in case the firm is not a proprietary firm.
- d) Agreed Terms & Conditions (ATC) duly filled, signed & stamped. The commercial terms & conditions should not be repeated in the offer.
- e) In case bidder is Micro & Small Enterprise (MSE), EM-II Certificate & Indemnity Bond as per clause no. 8 of this NIT.
- f) Duly signed & stamped copy of (i) Technical Compliance Sheet, (ii) Deviations (if any) etc.
- g) OEM Authorization letter (if Applicable).
- h) List of deviations from NRL technical specification, if any. Bidder should also provide nil deviation statement in the offer in case no technical deviation.

6. DOCUMENTS TO BE SUBMITTED AS A PART OF PART – II: PRICED E-BID:

- (a) BoQ/Priced Bid "in "XLS" format as per instructions provided.

IMPORTANT NOTE:

- (i) ***Bidder to quote Unit Price (FOR NRL Site), Taxes, Duties, all other charges (i.e. P&F, Freight, TPI/ IBR Charges) in online BoQ/Priced Bid in "XLS" format strictly as per instructions provided. Charges quoted elsewhere shall be ignored and will not be taken into consideration.***
- (ii) *Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left blank or =0 (zero) in the online priced bid (BoQ) shall be deemed to be inclusive in the quoted price.*
- (iii) *Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.*

7. **BENEFITS TO MICRO AND SMALL ENTERPRISES:**

With reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

Qualifying Criteria for MSEs vendors:

- (I) MSE bidders must submit Notarized copy of MSE Registration document (all the pages of the EM-II Certificate [Part – II Memorandum]) from any of the following body (or any other body specified by the Ministry of MSME) :
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
- (II) Indemnity Bond (on Rs. 100 Stamp Paper) stating that “The Bidder” shall offer and supply the entire tender quantity from the plant (situated at _____ Plant Address _____), which is having MSE Certification.
- (III) The MSE Registration shall be valid as on date of placement of order.
- (IV) The registration must be for the items /services relevant to the tendered items /services.
- (V) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

Note: Scan copy of Notarized copy of MSE Registration documents (all the pages of the EM-II Certificate [Part – II Memorandum]) to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid and Original/True copy to be submitted in a sealed envelope superscribed as - “Submission of Original Notarized copy of MSE Registration document for the job of “Procurement of Structural Steel for Maintenance jobs.” Tender No: (Tender No :OC19000255/BOR) and to be send to the undersigned on or before bid submission close date. In absence of above documents, benefit to MSE will not be passed on to bidders.

(A) Purchase Preference for MSE:

In tenders, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their 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 20 percent of total tendered value.

In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to supply the item at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.

(B) Exemption from Earnest Money Deposit (EMD)/ Tender cost for MSE:

Not applicable in this tender.

8. SPECIAL NOTE TO THE BIDDERS:

The relaxation in case of MSE / Start-up will not be applicable for this tender as it is related to Critical Plant Operations and also related to public safety. As such Pre-Qualifying Criteria has to be complied by all participating bidders.

Documents to be submitted in support of 'Micro & Small' and 'Start Ups'

Apart from the documents listed above, bidders who are willing to avail the benefit of 'Micro & Small Enterprises' and 'Start Ups' are required to submit the following documents.

For availing the benefits of 'Micro & Small Enterprise'

- (i) MSE bidder must submit Notarized copy of MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the following body (or any other body specified by the Ministry of MSME):

- National Small Industries Corporation (NSIC)
- District industries Centers(DICs)
- Coir Board
- Khadi and Village Industries Commission(KVIC)
- Khadi and Village Industries Board(KVIB)
- Directorate of Handicrafts and Handloom

- (ii) The MSE registration shall be valid as on date of placement of order

The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

For availing the benefits of 'Start Ups'

- (i) Bidder who intends to participate as 'Start-up' company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

9. GENERAL:

- i) Bidder should not be under liquidation, court receivership or similar proceedings. Bidder to submit the self-certificate in this regard.
- ii) Agencies submitting their bids shall not be on Holiday list of NRL.
- iii) Consortium/Joint venture bids shall not be accepted.
- iv) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- v) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list/ black list apart from other penal actions as deemed fit by NRL.
- vi) 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.

Date: 27-11-2018

**GM (Commercial & Legal)i/c
Numaligarh Refinery Limited.
Commercial Dept, Pankagrang,
PO- NR Project, Dist – Golaghat
PIN-785699, Assam**

Contact Person: Ashrukana Gogoi
Phone : 03776-265485
Email ID: ashrukanag@nrl.co.in

Item	Material Code	Description	Order Qty	UoM
00010 Ton	C-STEE-AN008	Angle150x150x12, IS:2062 Grade E250B Angle150x150x12, IS:2062 Grade E250B	10.000	Metric
00020 Ton	C-STEE-AN009	Angle110x110x10, IS:2062 Grade E250B Angle110x110x10, IS:2062 Grade E250B	5.000	Metric
00030 Ton	M-STEE-AN008	Angle ISA 100x100x8; IS-2062, Gr. A . Angle ISA 100x100x8; IS-2062, Gr. A.	15.000	Metric
00040 Ton	M-STEE-AN009	Angle ISA 90x90x8; IS-2062, Gr. A . Angle ISA 90x90x8; IS-2062, Gr. A.	5.000	Metric
00050 Ton	M-STEE-AN010	Angle ISA 90x90x6; IS-2062, Gr. A . Angle ISA 90x90x6; IS-2062, Gr. A.	7.000	Metric
00060 Ton	M-STEE-AN015	Angle ISA 75x75x6; IS-2062, Gr. A . Angle ISA 75x75x6; IS-2062, Gr. A.	15.000	Metric
00070 Ton	M-STEE-AN017	Angle ISA 65x65x6; IS-2062, Gr. A . Angle ISA 65x65x6; IS-2062, Gr. A.	10.000	Metric
00080 Ton	M-STEE-AN018	Angle ISA 50x50x6; IS-2062, Gr. A . Angle ISA 50x50x6; IS-2062, Gr. A.	15.000	Metric
00090 Ton	M-STEE-CH003	Channel, ISMC-300 x 90; IS-2062, Gr. A . Channel, ISMC-300 x 90; IS-2062, Gr. A.	10.000	Metric
00100 Ton	M-STEE-CH005	Channel, ISMC-200 x 75; IS-2062, Gr. A . Channel, ISMC-200 x 75; IS-2062, Gr. A.	5.000	Metric

Item	Material Code	Description	Order Qty	UoM
00110 Ton	M-STEE-CH007	Channel, ISMC-150 x 75; IS-2062, Gr. A . Channel, ISMC-150 x 75; IS-2062, Gr. A.	20.000	Metric
00120 Ton	M-STEE-CH008	Channel, ISMC-125, IS-2062, Gr. A . Channel, ISMC-125, IS-2062, Gr. A.	5.000	Metric
00130 Ton	M-STEE-CH009	Channel, ISMC-100, IS-2062, Gr. A . Channel, ISMC-100, IS-2062, Gr. A.	10.000	Metric
00140 Ton	M-STEE-CH010	Channel, ISMC-75, IS-2062, Gr. A . Channel, ISMC-75, IS-2062, Gr. A.	8.000	Metric
00150 Ton	C-STEE-CH004	Channel, ISMC-250, IS-2062, Gr. A.	20.000	Metric
00160 Ton	M-STEE-JS001	Joist ISMB-600, IS-2062, Gr. A . Joist ISMB-600, IS-2062, Gr. A .	3.000	Metric
00170 Ton	M-STEE-JS002	Joist ISMB-500, IS-2062, Gr. A . Joist ISMB-500, IS-2062, Gr. A.	3.000	Metric
00180 Ton	M-STEE-JS005	Joist ISMB-350, IS-2062, Gr. A . Joist ISMB-350, IS-2062, Gr. A.	3.000	Metric
00190 Ton	M-STEE-JS006	Joist ISMB-300, IS-2062, Gr. A . Joist ISMB-300, IS-2062, Gr. A.	5.000	Metric
00200 Ton	M-STEE-JS007	Joist ISMB-250, IS-2062, Gr. A . Joist ISMB-250, IS-2062, Gr. A.	5.000	Metric
00210 Ton	M-STEE-JS008	Joist ISMB-200, IS-2062, Gr. A .	5.000	Metric

Item	Material Code	Description	Order Qty	UoM
		Joist ISMB-200, IS-2062, Gr. A.		
00220 Ton	M-STEE-JS010	Joist ISMB-150, IS-2062, Gr. A . Joist ISMB-150, IS-2062, Gr. A.	8.000	Metric
00230 Ton	M-STEE-JS011	Joist ISMB-125, IS-2062, Gr. A . Joist ISMB-125, IS-2062, Gr. A.	7.000	Metric
00240 Ton	M-STEE-JS012	Joist ISMB-100 x 50; IS-2062, Gr. A . Joist ISMB-100 x 50; IS-2062, Gr. A.	5.000	Metric
00250 Ton	M-STEE-PL008	Plate 16mm thk., IS-2062, Gr. A . Plate 16mm thk., IS-2062, Gr. A.	5.000	Metric
00260 Ton	M-STEE-PL009	Plate 12mm thk., IS-2062, Gr. A . Plate 12mm thk., IS-2062, Gr. A.	10.000	Metric
00270 Ton	M-STEE-PL010	Plate 10mm thk., IS-2062, Gr. A . Plate 10mm thk., IS-2062, Gr. A.	5.000	Metric
00280 Ton	M-STEE-PL011	Plate 8mm thk., IS-2062, Gr. A . Plate 8mm thk., IS-2062, Gr. A.	3.000	Metric
00290 Ton	M-STEE-PL037	MS PLATE 6000x 1250 x 2 MM, IS 2062 Gr A MS PLATE, 6000 x 1250 x 2 MM, IS 2062 Gr A	5.000	Metric
00300 Ton	C-STEE-PL010	Plate 28mm thk., IS-2062, Grade E250B Plate 28mm thk., IS-2062, Grade E250B	5.000	Metric
00310 Ton	C-STEE-PL011	Plate 36mm thk., IS-2062, Grade E250B	5.000	Metric

Item	Material Code	Description	Order Qty	UoM
		Plate 36mm thk., IS-2062, Grade E250B		
00320 Ton	M-STEE-FL011	Flats 50x6, IS-2062, Gr. A . Flats 50x6, IS-2062, Gr. A.	10.000	Metric
00330 Ton	M-STEE-FL018	Flats 100x6, IS-2062, Gr. A . Flats 100x6, IS-2062, Gr. A.	5.000	Metric
00340 Ton	M-STEE-RN003	Round, 16mm dia., IS-2062, Gr. A . Round, 16mm dia., IS-2062, Gr. A.	2.000	Metric
00350 Ton	M-STEE-RN004	Round, 20mm dia., IS-2062, Gr. A . Round, 20mm dia., IS-2062, Gr. A.	5.000	Metric
00360 Ton	M-STEE-RN005	Round, 25mm dia., IS-2062, Gr. A . Round, 25mm dia., IS-2062, Gr. A.	8.000	Metric
00370 Ton	M-STEE-PL030	Chqd. Plate 6x1260x5020 IS-2062, Gr. A . Chqd. Plate 6x1260x5020 IS-2062, Gr. A.	10.000	Metric
00380	C-PIPE-00001	MS Pipe; 32mm Nominal dia (Light) as per	2,000.000	m
00390	C-PIPE-00002	MS Pipe; 40mm Nominal dia (Light) as per	2,000.000	m
00400	E-LA-FASTENER-D	Anchor Fastener dia 10mm Anchor fastener Length:4" Dia:10mm	1,000	Numbers
00410	E-LA-FASTENER-E	Anchor Fastener dia 12mm Anchor fastener Length:4" Dia:12mm	1,000	Numbers
00420 Ton	M-STEE-PL032	SS Plate 10 mm Thk.; TP 304 .	2.000	Metric

Item	Material Code	Description	Order Qty	UoM
		SS Plate 10 mm Thk.; TP 304.		
00430 Ton	M-STEE-FL012	Flats 40x6, IS-2062, Gr. A . Flats 40x6, IS-2062, Gr. A.	5.000	Metric
00440 Ton	M-STEE-AN027	Angle ISA 40x40x6; IS-2062, Gr. A . Angle ISA 40x40x6; IS-2062, Gr. A.	5.000	Metric

NUMALIGARH REFINERY LIMITED
AGREED TERMS & CONDITIONS (ATC)

Bidder M/s _____ Tender No : **OC04000256/ASH**

Offer Ref & Date: _____ Signature : _____

Tel. No/ Mob: _____ Name : _____

E-mail id _____ Official Seal : _____

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.	EVALUATION OF TENDER: Basis of Evaluation of this tender shall be on – 'ITEM WISE LOWEST OFFER BASIS'. This job is SPLITABLE .	Noted
02.	Quoted price shall be on FOR NRL Stores basis. Please indicate the following: (a) Despatch Point of the goods: (b) Mode of despatch of goods:	(a) _____ (b) _____
03.	Please confirm that you have quoted price on FOR NRL Site basis; Separately indicating Basic Price (on Ex-works), P&F (in % of basic), Freight Charge (in % of basic), GST (in % of basic) in the " BoQ/Priced Bid " in "XLS" format as per instructions provided	Confirmed.
	NOTE: Where any field in the online priced bid (BoQ) is left blank or =0, the charge, tax or duty shall be considered as either inclusive, nil or not applicable. Charges quoted elsewhere may be ignored in priced bid evaluation and shall not be borne by NRL. Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published alongwith this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left unquoted shall be deemed to be inclusive in the quoted price. Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.	Noted

04.	PACKING & FORWARDING (P&F) CHARGES: Seller to indicate applicability of P&F charges as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
05.	THIRD PARTY INSPECTION CHARGE: Seller to indicate the charge for Third Party Inspection Charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
06.	FREIGHT CHARGES: Please note that Transportation up to NRL Site is in the scope of Seller. Seller to indicate firm freight charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
07.	GST DETAILS: Please furnish following information as per the respective quoted rates in BOQ. 1. HSN CODE 2. APPLICABLE GST TYPE-IGST/CGST+SGST/UTGST 3. APPLICABLE GST %	Confirmed.
08.	<u>PAYMENT TERM:</u> 100% payment within 30 days after receipt and acceptance of materials at site. The above payments are subject to statutory deduction of taxes & duties and will be released on submission of performance bank guarantee for 10% of total order value.	Confirmed.
09.	DELIVERY PERIOD: All the materials shall be delivered at site within 60 days from the date of Purchase Order. <i>Please note that deviation to Delivery period may lead to rejection of Offer.</i>	Confirmed.
10.	OFFER VALIDITY: Bid shall remain valid for a period of 90 days from the bid due date/extended due date. <i>Note: In case any bidder quotes shorter bid validity, his offer shall be liable for rejection.</i>	Confirmed.
11.	PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY: In case of delay in execution of the order, NRL may at its option, recover from the bidder price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.	Confirmed
12.	REPEAT ORDER: Acceptance of repeat order within 12 (Twelve) Months from the date of Purchase Order at same prices, terms and conditions.	Confirmed.

13.	GUARANTEE / WARRANTEE CLAUSE: Vendor shall guarantee NRL against any and all defects in design, workmanship of material and performance for a period of 12 months from the date of commissioning/installation or 24 months from the date of last despatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation.	Confirmed.
14.	PERFORMANCE BANK GUARANTEE (PBG): Submission of Performance Bank Guarantee for 10% of total order value for supply (as per NRL's standard PBG format attached with tender document) valid till for full guarantee period plus 3(Three) months of claim period.	Confirmed.
15.	ACCEPTANCE OF NRL GPC: Acceptance of General Purchase Conditions (GPC) of NRL shall be accepted without deviation. (Refer NRL website)	Confirmed.
16.	NO ESCALATION CLAUSE: (a) No escalation of contract value, in any form whatsoever will be entertained during the contract period. (b) For applicable labour wage at NRL site & other related information regarding labour wages, kindly refer "circular wages for contract workmen". This circular is available at NRL Website www.nrl.co.in/tender (Tender Room under heading "Circular of Wages for contract workmen"). (c) No mobilization advance will be paid to the contractor for execution of this work.	Confirmed.
17.	Lists of deviation stated is limited to exemption & deviation as per ANNEXURE –I .	Confirmed.
18.	Information furnished by the bidder is correct in all respects. In case of submission of any false information/ forged documents, offer shall be summarily rejected and penal action including holiday listing as deemed fit will be done by NRL.	Noted.

BIDDER'S SIGNATURE, SEAL:

TECHNICAL COMPLIANCE SHEET

Tender No : OC04000256/ASH
Subject : Procurement of Structural Steel for RTA'19.

Duly signed & stamped copy of this pre-filled 'Technical Compliance Sheet' along with all requisite technical documents/ drawings / information shall be enclosed with bidder's un-priced quotation. Failure on the part of bidder in not submitting the same may lead to rejection of bidder's quotation.

SN	TECHNICAL REQUIREMENT	BIDDER'S CONFIRMATION
01.	PRE-QUALIFYING CRITERIA: The bidder shall be Manufacturer/Authorized supplier/ bidder should be experienced of supplying similar nature of structural materials within last Ten Years.	Noted & confirmed.
02.	Anticipated requirement for RTA'2019.	Confirmed
03.	Manufacturer's Test Certificates as per mentioned IS codes with the respective item description have to be submitted by the Supplier along with each lot of materials.	Confirmed
04	Make: SAIL/RINL/TATA STEEL LTD (TSL)/ESSAR STEEL/JINDAL STEEL & POWER LTD/JSW STEEL LTD/ISPAT INDUSTRIES LTD or any other manufacturer approved by EIL. Items which are not manufactured by manufacturer as mentioned above, the same may be accepted from other Make meeting IS speciation's mentioned in the respective items description.	Confirmed

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DATE : _____

COMPLIANCE TO BID REQUIREMENTS

Tender No : OC04000256/ASH
Subject : Procurement of Structural Steel for RTA'19.

Name of Bidder :

We confirm that our bid complies to the total techno-commercial requirements of bidding document with the following deviation(s):

Sl No	Page No of this Document	Deviation in brief (Details may be attached in separate sheets and may be mailed prior to pre-bid meeting)

Total Nos of deviations stated above

Deviations stated in other (..... Nos of) pages

(SIGNATURE OF BIDDER)

[For Micro and Small Enterprise (MSE) for passing benefit to MSE as per NIT]

FORMAT FOR 'INDEMNITY BOND'
(To be submitted in **Rs. 100 Stamp Paper**)

To,

CGM (Commercial & Legal)
Numaligarh Refinery Limited,
Commercial Dept, Pankagrath,
PO- NR Project, Dist – Golaghat
PIN-785699, Assam.

We, M/s _____ having registered office at _____; hereby declare that we shall offer and supply the entire tender quantity against the Tender No. OC04000256/ASH for **“Procurement of Structural Steel for RTA’19”** from our plant/ factory situated at _____, if awarded to us; which is having MSE certification.

Thanking You,

Yours faithfully,

Signature :

Full Name :

Designation :

Date :

Company Seal:

(To be submitted on bidder's letterhead)

UNDERTAKING

Date: _____

To,
CGM (Commercial & Legal),
Numaligarh Refinery Limited,
Pankagrath, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India
PIN-785699
Fax No.: 03776-265514 / Phone: 03776-265477
E-mail: ashrukanag@nrl.co.in

Sub: Declaration for not being under liquidation, court receivership or similar proceedings.

Ref: (Tender No: OC04000256/ASH)

Dear Sir,
We herewith declare that we are not under liquidation, court receivership or similar proceedings.

(Authorized Signatory)

Name & Designation:

Company Seal:

Date:

Place:

PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE
(PERFORMANCE)

This deed of Guarantee made thisday of by(Name of the bank) Company registered under and having its registered office at and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at 122A, GS Road, Christian Basti, Guwahati-781005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

WHEREAS

1. The Company has placed an Order No. Dated (hereinafter referred to as "the order") with M/s a company registered under Indian Companies Act 1956 having its registered office at and whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier").

2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs., being the amount equivalent to percentage of the total value of the order for fulfilling the contract.

3. The Surety at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of from the date of commissioning/ installation OR from the date of delivery.

4. The Surety binds himself to pay to the extent of Rs. in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.

5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. (Rupees only) and it will remain in force till This Guarantee will remain in force upto in the first instance. However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfil the contract.

6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereupto the day.

VENDOR DETAILS

Bidder is requested to furnish the following information/ details along with their un-priced offer:

1. Vendor name (mandatory):
2. Complete address (State -mandatory):
3. PIN Code (mandatory):
4. Telephone, Fax, mobile & e-mail:
5. GSTNo :
6. Micro/Small/Medium/ others/ no category (mandatory):
7. PAN No (mandatory)

(Bidder's Signature)

Stamp:

Date:

+++++

ON VENDOR's LETTER HEAD

To,
CGM (Commercial & Legal)
Commercial Department
Numaligarh Refinery Limited,
Golaghat, Assam, Pin: 785699

Dear Sirs,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that Numaligarh Refinery Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. Supplier / Contractor Details

1. Supplier / Contractor Name (As per bank records)
2. Supplier / Contractor Code
3. Address(Including Pin Code)
4. P. A N. -.

5. E-mail ID

6. Contact Telephone Number

B. Particulars of Bank Account

1. Bank Name

2. Branch Name /branch code

3. Branch Address (incl Pin code)

4. 9 Digit MICR No. of Bank and Branch as appearing on the cheque

5. Account Type (Savings/Cash credit/Current)

6. Account Number (as appearing on cheque book)

7. IFSC Code of the Branch (For RTGS)

8. IFSC Code of the Branch (For NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to NRL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Numaligarh Refinery Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

Name (in Capitals) of supplier / contractor

Authorised Signatory

Official Rubber Stamp

Date:

Note: 1. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers. PLEASE NOTE THAT IF THIS FORMAT IS EXTENDED TO NUMBER OF PAGES THEN SIGNATURE AND STAMP FROM YOUR BANKER IS REQUIRED IN ALL THE PAGES.

2. PLEASE ENCLOSE A PHOTOCOPY OF A CHEQUE (DULY CANCELLED AT YOUR END) FROM YOUR CHEQUE BOOK OF THE BANK WHERE YOUR ACCOUNT IS BEING MAINTAINED.

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.

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 "Procurement of Structural Steel for RTA'19. (Tender No. OC04000256/ASH)". 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

Place

Date

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

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)