

CORRIGENDUM-2

Date : 13.12.2021
EOI cum Tender No : WH/Disposal/21 dated 25.11.2021
Job Name : Disposal of spent catalysts containing "Platinum" and "Platinum & Rhenium" from Numaligarh Refinery Limited.

With reference to the above Tender, kindly note the following amendment / changes/ revision in 'EOI cum Tender Document'

1. Bid validity period for this tender to be read as - "120 days from Bid closing date".
2. **Pre-Qualification Criteria (PQC) & Rejection Criteria for EOI [i.e. Clause No. 1.7 of Annexure-C (Instruction to Bidders)] has been revised as under:**

2.1 EOI can be submitted for any one, or any two, or all the following 03 groups:

Group-A : For Lot 1 [for Catalysts (RG-582) containing both Platinum & Rhenium]
Group-B : For Lot 2 [for catalysts (RG-492) containing both Platinum & Rhenium]
Group-C : Lot-3 & Lot-4 [for catalysts (LD 412R & IS 614 A) containing only Platinum]

Bidder meeting PQC as mentioned in Clause below, shall be selected for one or more groups as per evaluation criteria.

2.2 **Pre-Qualification Criteria (PQC) & Rejection Criteria for EOI:**

2.2.1 **Valid Permission & Past Experience for Group- A & B :**

- i. Bidders should have valid license/ permission/ approval/ authorization from Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/ reprocessing/ handling Platinum and Rhenium based spent catalysts. The copy of the valid certificate shall be submitted along with the EOI.
- ii. Bidder should have successfully completed / executed purchase of Platinum and Rhenium based spent catalysts during last 10 years ending last date of month previous to the one in which EOI is invited and reclaimed noble metal from the spent catalysts. Bidder shall submit the sales order copy & completion certificate as a proof of execution of the sales order.

2.2.2 **Valid permission & past experience For Group-C:**

- i. Bidders should have valid license/ permission/approval/authorization from Central /State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/ reprocessing/ handling Platinum based spent catalysts. The copy of the valid certificate shall be submitted along with the EOI.

- ii. Bidder should have successfully completed / executed purchase of Platinum based spent catalysts during last 10 years ending last date of month previous to the one in which EOI is invited and reclaimed noble metal from the spent catalysts. Bidder shall submit the sales order copy & completion certificate as a proof of execution of the sales order.

2.2.3 Common criteria for Gr A, B & C:

- i. **Confidentiality Agreement (CA):** Bidders should have a valid Confidentiality Agreement with the original catalyst supplier i.e. M/s Axens as per the prescribed format (of supplier-Axens). Bidder shall upload the copy of CA along with EOI. For those who are in possession of such an agreement with M/s Axens, copy of CA and a confirmatory e-mail/letter from M/s Axens validating their CA for participation against the tender to be submitted along with EOI.
- ii. **Holiday Listing:** Bidders serving holiday listing order issued (as on bid opening date) by NRL, MOP&NG or any other Oil PSEs would not get qualified in this tender. A self-declaration to be submitted by the bidder indicating that they are not on holiday list of NRL/MOP&NG or any other Oil PSEs as on due date of the EOI submission anywhere in the country. Offers not accompanied with such a declaration shall make the bidder liable for rejection. Any wrong declaration in this context shall make the bidder liable for action under the Holiday Listing procedure of NRL.
- iii. **Sampling Procedure:** The sampling procedure as per **ANNEXURE-I** will have to be accepted by the participating bidders. Bidder to upload duly signed and sealed copy of sampling procedure along with EOI as token of acceptance of the same.

3. Evaluation [i.e. Clause No. 1.2 of Annexure-D (Special Terms & Conditions) has been revised as under:

3.1 Evaluation Criteria: Basis of evaluation of the tender will be 'group wise' as under:

Group	Lot No	Catalyst Type	Basis of Evaluation
Group-A :	Lot-1	RG-582	Individual H1
Group-B :	Lot-2	RG-492	Individual H1
Group-C :	Lot-3 & Lot-4	LD 412R & IS 614 A	Lot-3 & Lot-4 clubbed and will be evaluated on 'Overall H1' basis'.

3.2 **Bid submission Price:**

Bid submission Price = Spent Catalyst bid price per kg X Net Wt. of Spent catalyst in Kgs.

Where in:

Spent Catalyst bid price per Kg = (Pt. Rate per Gram X wt% of platinum content as per fresh catalyst X 1000) +/- Fixed Premium or Discount towards Platinum in percentage, as the case may be, per Kg. of Spent Catalyst + Fixed amount towards rhenium content per Kg of spent catalyst.

Pt = Average of LPPM Fix Platinum price per gram for the previous seven days ending one day prior to the price bid opening date. (Seven days shall mean consecutive seven days for which LPPM prices are available). LPPM Platinum price in USD per Troy Ounce would be converted to rate per Gram using conversion factor of 1 Troy Ounce = 31.1035 grams. For comparative evaluation USD would be converted to INR using USD-INR exchange rate prevalent at the time of price bid opening, which would be considered as the rate published by Financial Benchmarks India Pvt Ltd (FBIL), applicable for one day prior to Priced bid opening date.

Fixed premium or discount as the case may be, per Kg. of Spent Catalyst and Fixed amount towards rhenium content per Kg of spent catalyst will be taken from bidder's quotation.

Taxes and Duties will be extra as applicable.

Refer illustrative example of calculation of 'Bid Submission Price' enclosed with this corrigendum.

4. **Additional inclusion in Clause No. 1.4.2 of Annexure-D (Special Terms & Conditions) as under:**

NRL may consider request from buyer and may allow reasonable grace period beyond 30 days material lifting time only against a genuine reason (viz. pandemic, lockdown, restrictions, bandh, flood etc.) on the basis of merit of the request from buyer.

5. **Clause No. 1.5 of Annexure-E (General Terms & Conditions):** This clause stands deleted.
6. **Clause No. 1.9 of Annexure-E (General Terms & Conditions) to be read as** –“All tools and tackles, forklifts or hoists or cranes and/ or labour required during upliftment of the material will be provided by NRL free of cost”.
7. **Annexure-G (Format for Priced Bid):** This format has been revised and **Revised Annexure-G** is enclosed with this corrigendum; which will be applicable for this tender.

8. **Additional inclusion in Annexure-I (Sampling Procedure for Spent Catalyst):**

- One jug each from bottom, middle and top will be drawn from falling stream of each drum into the next drum while making bulk sample drum of each lot; from which samples will be drawn by coning and quartering method.
- It may be noted that the sieving activities will be completed by NRL. Post sieving, qualified bidder against the EOI will be called for their presence in sampling and packing activities at Site.

9. **Extension of Last date & Time of submission of EOI:**

Last date & Time of submission of EOI has been extended up to **20.12.2021 (before 11.00 AM)** and Date / Time of opening EOI is extended up to **21.12.2021 (after 11.00 AM)**.

All other terms and conditions of the Tender Document remain unaltered.

Sd/-

GM (Commercial)
Numaligarh Refinery Limited,
Numaligarh, Dist: Golaghat,
Assam - 785 699.

- Enclosure:
1. Illustrative example of calculation of Bid Submission Price.
 2. Revised Annexure-G (Format for Priced Bid)

Illustrative example of calculation of Bid Submission Price:

Say,

LPPM Platinum price per Troy Ounce	:	USD 944.00
Currency Conversion factor (USD: INR)	:	75.64
LPPM Platinum price per Troy Ounce (in Rs)	:	Rs. 71,404.16
1 Troy Ounce	:	31.1035 gm
1 gm Platinum Cost	:	Rs. 2,295.69
Wt. % of platinum content as per fresh catalyst	:	0.2% (say)
In 1000 gm of spent catalyst, Platinum content is	:	2 gm
Price of 1 kg of spent Catalyst (in Rs) as per LPPM	:	Rs. 4,591.39

Bidder's Quote (say):

For Platinum	:	Fixed Discount (in %) per Kg. of Spent Catalyst	:	8%
For Rhenium	:	Fixed Amount (in Rs) per Kg. of Spent Catalyst	:	Rs. 200/-

So,

$$\begin{aligned}\text{Spent Catalyst bid price per Kg} &= (\text{Pt Rate per Gram} \times \text{wt\% of platinum content as per fresh catalyst} \times 1000) \pm \text{Fixed Premium or Discount in percentage towards Platinum content, as the case may be, per Kg. of Spent Catalyst} + \text{Fixed amount towards rhenium content per Kg of spent catalyst.} \\ &= \text{Rs. 4,591.39} - (8\% \text{ of Rs. 4,591.39}) + \text{Rs. 200/-} \\ &= \text{Rs. 4,591.39} - \text{Rs. 367.31} + \text{Rs. 200/-} \\ &= \text{Rs. 4,424.08}\end{aligned}$$

If, Net Wt. of Spent catalyst in Kgs : 5,000 Kg (say)

Then,

$$\begin{aligned}\text{Bid submission Price will be} &= \text{Spent Catalyst bid price per kg} \times \text{Net Wt. of Spent catalyst in Kgs.} \\ &= \text{Rs. 4,424.08} \times 5,000 \\ &= \text{Rs. 2,21,20,400/-}\end{aligned}$$

Note : Taxes and Duties will be extra as applicable.

ANNEXURE- G (revised)

FORMAT FOR PRICED BID- Revised

Lot No.	Description of the Material for Disposal	Towards Platinum Content		Towards Rhenium Content
		**Indicate Plus (+) or Minus (-) as the case may be	Fixed Premium / Discount in percentage per Kg of Spent Catalyst	Fixed amount (in Rs) per Kg of spent catalyst.
1	Spent catalyst containing Platinum and Rhenium (RG-582)	(+) / (-) (To be indicated by bidder)	____% (Bidder to Quote)	Bidder to Quote
2	Spent catalyst containing Platinum and Rhenium (RG-492)	(+) / (-) (To be indicated by bidder)bidder	____% Bidder to Quote	Bidder to Quote
3	Spent catalyst containing Platinum (LD 412R)	(+) / (-) (To be indicated by bidder)	____% Bidder to Quote	Not Applicable
4	Spent catalyst containing Platinum (IS 614 A)	(+) / (-) (To be indicated by bidder)	____% Bidder to Quote	Not Applicable

** Plus (+) to be indicated for 'Premium' and Minus (-) to be indicated for 'Discount'.

Both techno-commercial bid and priced bid are to be submitted concurrently, duly digitally signed in e-tender portal (<http://eprocure.gov.in/eprocure/app>)

ANNEXURE-G (revised) is a sample format only for help for the bidders.

CLARIFICATION TO PRE-BID QUERIES

Date : 13.12.2021
EOI cum Tender No : WH/Disposal/21 dated 25.11.2021
Job Name : Disposal of spent catalysts containing "Platinum" and "Platinum & Rhenium" from Numaligarh Refinery Limited

Our pointwise replies/clarification to the Pre-bid queries received against the 'EOI cum Tender' are as under:

- 1) Offer validity: 180 days from Bid closing date whereas Annexure D, Clause 1.1.1 states that Quote shall remain firm for 120 days after price bid opening date.

Bidder's query: 120 days is too long to keep our offer valid. Kindly consider 60 to 90 days as practiced by other refineries.

NRL's reply: Bid validity period is revised to 120 days from Bid closing date. Refer Corrigendum-2.

- 2) Annexure C: Point C - For those who are in possession of such an Agreement with Axens, a confirmation from Axens will be considered as the basis.

Bidder's query: Who has to get the confirmation from Axens?

NRL's Reply: Participating bidder to get a confirmatory e-mail/letter from M/s Axens validating the Agreement for participation against the tender.

- 3) Bidder's query: Please give break-up of sample costs.

NRL's Reply: Sample cost is calculated based on Pt. and/or Rh latest price available from the websites.

- 4) Annexure D:

i) Clause 1.2: Evaluation:

a) Bidder's query: Please explain the formula.

b) Bidder's query: Fixed Premium / Discount amount in kg of spent catalyst with a validity of 120 days is not possible. We will be open to Platinum price risk for 120 days which cannot be accounted by a fixed Premium / Discount. Hence, this Premium / Discount should be in % and not a constant. This will be fair for both sides viz. H-1 vendor and NRL.

NRL's Reply to point a) & b) above: Evaluation Formula has been revised and as per the new Formula, party to quote 'Fixed Premium / Discount towards platinum in percentage' as the case may be, per Kg. of Spent Catalyst. Refer Revised Evaluation Formula in **Corrigendum-2**.

- ii) **Clause 1.4.2:** Material Lifting Time: Material shall be lifted out of the refinery premises within 30 days of effecting payment.

Bidder's query: We request you to relax this lifting period in lieu of the covid conditions. This also need not be the reason for NRL disposing off the material elsewhere or forfeiting the EMD and 100% payment made.

NRL's reply: Will be as per tender. However, NRL may consider request from buyer and may allow reasonable grace period beyond 30 days material lifting time only against genuine reasons (viz. pandemic, lockdown, restrictions, bandh, flood etc.) on the basis of merit of the request from buyer. Refer Corrigendum-2.

5) **Annexure E:**

- a. **Clause 1.5:** NRL reserves the right to withdraw wholly or partially any or all items set for sale.

Bidder's query: Since samples have been drawn from the entire lots which are representative, we do not agree to any partial withdrawal of any lot.

NRL's reply: Agreed. Refer Corrigendum-2.

- b. **Clause 1.9:** Buyer shall arrange all tools and tackles, forklifts and labour at their expenses.

Bidder's query: This is in scope of the Refineries as has been the practice always.

NRL's reply: Agreed. Refer Corrigendum-2.

- c. **Clause 1.18.1:** It is the responsibility of successful buyer to weigh the empty truck on the weighbridge.

Bidder's query: This is not required as we will have weighed, packed and jointly sealed the drums at the time of joint sampling at your plant.

NRL's reply: Will be as per tender. It is a 'Standard Practice/Procedure' of NRL.

- d. **Bidder's query:** Clause 1.18.5 - On being awarded your Order, for collection of Spent catalyst, we will be deputing our authorized representatives to your plant with our Company's Authority letter for the same, certifying their Specimen Signatures for your perusal. Hence, there is no question of NRL offering delivery to wrong persons.

NRL's reply: Agreed.

6) Annexure I: Sampling procedure for spent catalyst:

- a. **Bidder's query:** Method does not say how the material from the drums will be drawn to make a bulk sample drum of each lot, from which samples will be drawn by coning and quartering method. In our opinion, one jug each from bottom, middle and top has to be drawn from falling stream of each drum into the next drum.

NRL's reply: Agreed. Included in Corrigendum-2.

- b. NRL shall consider the Platinum content in the spent catalyst to be as per Annexure F and shall not entertain any dispute nor any deviation in this regard.

Bidder's query: Please explain as the subject material is spent catalyst and not fresh catalyst.

NRL's reply: Bidders to quote 'Fixed Premium / Discount towards platinum in percentage' as the case may be, per Kg. of Spent Catalyst in priced-bid after compensating any deviation in this regard, recovery cost etc. Refer Revised Evaluation formula in Corrigendum-2.

- c. **Bidder's query:** On inspection of the total spent catalyst, if lots have to be made depending on colour, condition of catalyst, etc., we will require 2 kgs samples (500 gms x 4) from each lot made. Please confirm.

NRL's reply: Agreed.

7. As per Clause 1.7 B of Annexure-C with regards to PQC, you have mentioned that the bidder has to submit proof of execution of purchase of Platinum and Rhenium based Spent Catalyst during last 10 years.

Bidder's query: In this connection, please note that we have been handling various types of Precious Metal catalyst containing Precious Metals viz. Platinum, Palladium, Rhodium, Silver etc. We have also handled bimetal type catalyst viz. Spent Catalyst containing Pt and Pd metals from other refineries. All the refineries have asked to produce PQC for handling Spent Catalyst containing Precious Metals or any Bullion and not Spent Catalyst containing Platinum and Rhenium Metal both.

Further you have both types of Spent Catalyst viz. Platinum and Rhenium based as well as Only Platinum based Catalyst. Hence your mentioning for proof of handling Pt. and Re Catalyst only will not be appropriate hence request you to modify accordingly.

NRL's reply: Refer Revised PQC in Corrigendum-2

8. **Bidder's query:** We have also noticed that you will be evaluating and issuing Sale order on lot wise basis. In such case please note that the quantity of Lot 3 (LD 712R) is too small hence it would not be economically viable to lift this single lot in case any bidder get this lot only. We therefore request you to club lot 3 and lot 4 which are Platinum based catalyst.

NRL's reply: Refer Revised Evaluation Criteria in Corrigendum-2.

Sd/-

GM (Commercial)
Numaligarh Refinery Limited,
Numaligarh, Dist: Golaghat,
Assam - 785 699.



NUMALIGARH REFINERY LIMITED

CORRIGENDUM -1

EOI cum Tender No : WH/Disposal/21 dated 25.11.2021

Job Name: Disposal of spent catalysts containing "Platinum" and "Platinum & Rhenium" from Numaligarh Refinery Limited (NRL)

With reference to the above mentioned EOI cum Tender, kindly note the following changes in the date of Pre-Bid Meeting, EOI submission close date and EOI opening date:

	Existing Entry	Amended Entry.
Date & Time of Pre-Bid Meeting:	02.12.2021 (11.00 AM)	09.12.2021 (11.00 AM)
Last date & Time of submission of EOI :	09.12.2021 (11.00 AM)	16.12.2021 (11.00 AM)
Date / Time of opening EOI :	10.12.2021 (11.00 AM)	17.12.2021 (11.00 AM)

All other terms and conditions of the Tender Document remain unaltered.

Sd/-

Date: 26.11.2021

**CGM (Commercial)
Numaligarh Refinery Limited,
Numaligarh, Dist: Golaghat,
Assam – 785699.**

**NUMALIGARH
REFINERY
LIMITED**



**A GOVERNMENT OF INDIA
ENTERPRISE**

**INVITATION FOR
EXPRESSION OF INTEREST (EOI) AND TENDER
FROM INDIAN BIDDERS FOR**

**"DISPOSAL OF SPENT CATALYSTS CONTAINING
'PLATINUM' AND 'PLATINUM & RHENIUM' FROM
NUMALIGARH REFINERY LIMITED". (Tender No
: WH/Disposal/21 dated 25.11.2021)**

IMPORTANT DATES:

Pre-Bid Meeting : 02.12.2021 (11.00 AM)

Last date & Time of Submission of Expression of Interest (EOI) : 09.12.2021 (11.00 AM)

Submission of Techno-commercial Bids & Priced Bid: Date will be informed subsequently.



PREPARED & ISSUED BY

**NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)**

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ANNEXURE-A

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Numaligarh Refinery Limited (NRL), invites Expression of Interest (EOI) and subsequent bids for the tender for Disposal of Spent Catalyst containing "Platinum" and "Platinum and Rhenium" from ISOM and CRU Unit of MSP. Technical details and approximate quantity of spent catalysts are provided in **ANNEXURE-F**.

Interested bidders shall submit the "Intention to Bid documents" (hereinafter termed as Expression of Interest- EOI) as per requirements of tender. Bidders who submit the "Intention to bid documents - EOI" as per requirements mentioned in the attached tender and are qualified to bid for the tender, will be invited to attend the 'Sieving & Sampling Activities' of the spent catalyst at NRL-Numaligarh Refinery. Post Sampling and analysis, participating bidders shall submit their Techno-Commercial bids (un-priced bids) and Price bids, as per requirements mentioned in the attached tender.

Important Information:

Sl. No.	Description	Details
1	Tender Number	WH/Disposal/21
2	Brief Description of the Tender	Expression of Interest/ Bid for disposal of spent catalysts containing "Platinum" and "Platinum & Rhenium" from Numaligarh Refinery Limited (NRL)
3	Tender Type	E Tender- Open-Domestic
4	Bid Type	Two Bid.
5	Place of downloading the tender and submission of EOI and Bid:	e-tender portal http://eprocure.gov.in/eprocure/app
6	EOI cum Tender Document download start date:	25.11.2021
7	Pre-bid meeting:	02.12.2021 (11.00 AM)
8	EOI submission Closing date/Time	09.12.2021 (11.00 AM)
9	Date / Time of opening EOI	10.12.2021 (11.00 AM)
10	EMD	Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand only). Refer details in Instruction to Bidders (ANNEXURE-C).

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaligarh Refinery Limited (NRL) - Tender No. WH/Disposal/21

11	Duration of Contract / Contract Period:	Catalyst shall be lifted from NRL Refinery premises as per schedule provided in Instruction to Bidders (ANNEXURE-C).
12	Offer Validity	180 days from Bid closing Date.
13	Integrity Pact	Applicable
14	Contact details:	
A	<u>Contact Person for Techno- Commercial Queries & Request for Pre-bid meeting:</u> 1. Mr. Pankaj Kr Saikia Email: pankaj.saikia@nrl.co.in Mobile: 9435054259 3. Mr. Prasanta Barman Email: Prasanta.barman@nrl.co.in Mobile: 9435351372	
B	Contact Person for any assistance regarding e-portal related issue:	Please contact our service provider personnel: Contact Person: Mr. Dhiraj M. Saikia. Phone No 03776 - 265774 Email ID: z_tender@nrl.co.in

ANNEXURE-B

TENDER PROGRAMME SCHEDULE

**Pre-Bid Meeting:	02.12.2021 (11.00 AM)
Last Date for submission of Expression of Interest:	09.12.2021 (11.00 AM)
Date & time of opening of Expression of Interest:	10.12.2021 (11.00 AM)
Date & time for sieving, sampling & packing, in the presence of participating bidders:	To be announced subsequently
Last Date for submission of Techno-commercial Bid (un-priced bid) and Price bid through e- platform.	To be announced subsequently
Date & time of opening of Techno-commercial bid (un-priced bid) on e- platform:	To be announced subsequently
Date & time of opening of price bids on e- Platform	To be announced subsequently

Expression of Interest (EOI), Techno-commercial Bids (un-priced bids) and Price bids shall be submitted by uploading through e-tendering portal: <http://eprocure.gov.in/eprocure/app>

For submission of bid through e-tendering portal, bidder will need a digital signature and should register in the e-tendering portal.

****Pre bid Meeting:**

- A round of Pre-Bid Meeting will be conducted over MS team on 02.12.2021 (11.00 hrs). Prospective bidders meeting the PQC of the EOI may like to participate in the pre-bid meeting. E-mail ids of personals nominated by prospective bidder for participating in the Pre-bid meeting may please be forwarded to following NRL officials at least 02 days prior to the Pre- Bid Meeting for issuing invitation for the meeting over MS Team.

NRL's official	E-mail id	Contact No
Mr. Pankaj Kr Saikia	pankaj.saikia@nrl.co.in	9435054259
Mr. Prasanta Barman	prasanta.barman@nrl.co.in	9435351372

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaligarh Refinery Limited (NRL) - Tender No. WH/Disposal/21

- Attending the Pre-Bid Meeting is recommended for a better understanding of the tender requirements. **However, non- participation in the pre-bid meeting shall not be a cause of disqualification of the bidder.**
- Prospective bidder(s) requiring any information or clarification of the Bidding Documents may notify NRL in writing over e-mail to above mentioned NRL Officials at least **02 (two) days prior** to scheduled date of pre-bid meeting.
- NRL will respond in writing to any request for any information or clarification or query of the EOI cum Tender Document received up to that date. NRL's response (including an explanation of the query) will be uploaded in the e-tendering portal (<http://eprocure.gov.in/eprocure/app>); without disclosing source of such query.
- Any modification of the Bidding Document, which may become necessary as a result of the bidders query/ pre-bid discussion, shall be published in e-tendering portal (<http://eprocure.gov.in/eprocure/app>) through the issue of an Addendum/ Amendment/ Corrigendum/Clarifications.

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaliaarh Refinery Limited (NRL) - Tender No. WH/Disposal/21

The documents required for quoting for the tender are as below:

Part No.	Sr. No.	Description	Documents to be submitted with signed and stamped on all pages
(Expression Of Interest) Scanned copy of signed and sealed documents to be uploaded on e-tendering portal i.e. http://eprocure.gov.in/eprocure/app			
EOI	1	EOI Format	Scan copy of Document
	2	Duly attested copies of valid license/ permission/ certificates issued by Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/reprocessing/ handling these types of hazardous waste.	Scan copy of Document
	3	Documents in support of past experience (i.e. sales order copy & completion certificate).	Scan copy of Document
	4	Confidentiality Agreement (CA) with the original catalyst supplier (M/s Axens)	Scan copy of Document
	5	Declaration regarding Holiday Listing duly filled, signed and sealed.	Scan copy of Document
	6	Sampling Procedure duly signed and sealed.	Scan copy of Document
	7	Integrity Pact duly filled, signed and sealed.	Scan copy of Document
Part-1 (Techno-commercial Un-Priced bids) Scanned copy of signed and stamped documents to be uploaded / filled on e-tendering portal i.e. http://eprocure.gov.in/eprocure/app			
**Part-1	8	Proof of submission of EMD	Scan copy of Document
	9	Acceptance-cum-Registration Form duly filled, signed and sealed	Scan copy of Document
	10	Instruction to Bidders, Special Terms & Conditions and General Terms & conditions of this tender document, duly signed and stamped on all pages.	Scan copy of Document
	11	Un-priced copy of Priced bid format - stating price as 'Quoted'	Scan copy of Document
	12	Format for 'Taxes and Duties payable extra'; duly signed and stamped on all pages.	Scan copy of Document
	13	Deviation Form duly filled and signed.	Scan copy of Document
	14	Undertaking by bidders duly filled and signed	Scan copy of Document
	15	Any other relevant information	Scan copy of Document
**Part-2	12	PRICED BID	To be filled in e-tendering Portal

****Note:**

- Both techno-commercial bid (i.e. Part-1) and priced bid (i.e. Part-2) are to be submitted concurrently in e-tender portal (<http://eprocure.gov.in/eprocure/app>)
- Date of Submission of Techno-commercial Bids & priced bid will be intimated subsequently.

ANNEXURE-C

1. INSTRUCTION TO BIDDERS:

- 1.1 NRL intends to dispose of 04 types of spent catalysts from 5 reactors of Motor Spirit Plant totalling approximate weight of 18,560 Kg containing "Platinum" and "Platinum and Rhenium" (i.e. approx. 10,710 Kg containing "Platinum and Rhenium" and approx. 7,850 Kg containing "Platinum").
- 1.2 Actual quantity of spent catalysts and estimated platinum & Rhenium content therein will be ascertained after carrying out sieving & sampling activities as per procedure mentioned elsewhere in this tender document. For technical details of spent catalyst under disposal, please refer enclosed **ANNEXURE-F**.
- 1.3 The disposal would be through competitive bidding. Bidders interested in bidding shall submit their bids mentioning the 'Fixed Premium or Discount' as the case may be in 'INR', per Kg. of Spent Catalyst. The bidder with highest evaluated price would be successful bidder. Evaluation Procedure is explained below.
- 1.4 Bidders should have valid license/ permission/ certificate issued by Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/ reprocessing/ handling this type of hazardous waste and same to be uploaded along with Expression of Interest (EOI). The bidder should have capacity to process entire lot from NRL.
- 1.5 Bidders are required to sign up Confidentiality Agreement with the original catalyst supplier (M/s Axens) and upload a copy of same along with Expression of Interest (EOI).
- 1.6 Integrity Pact Document (**ANNEXURE-R**), duly signed and stamped to be uploaded along with Expression of Interest.
- 1.7 **Pre-Qualification Criteria (PQC) & Rejection Criteria for EOI:**
 - A) **Valid License/ Permission/ Certificate:** Bidders should have valid license/ permission/ certificate/authorization issued by Central/State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/ reprocessing/ handling Platinum and Rhenium based spent catalysts. The same should be submitted along with the EOI.
 - B) **Past Experience :** Bidder shall submit the sales order copy & completion certificate as a proof that the bidder has successfully completed / executed purchase of Platinum and Rhenium based spent catalysts during last 10 years ending last date of month previous to the one in which EOI is invited and reclaimed noble metal from that spent catalysts.

- C) **Confidentiality Agreement (CA):** Bidders are required to sign up Confidentiality Agreement with the original catalyst supplier (M/s Axens) and upload a copy of same along with Expression of Interest (EOI).

Confidentiality Agreement with M/s Axens will be as per the format provided by M/s Axens individually for those who are not in possession of such an agreement with M/s Axens. For those who are in possession of such an agreement with M/s Axens, a confirmation from M/s Axens will be considered as the basis. Duly signed up Confidentiality Agreement as per M/s Axens format need to be submitted along with Expression of Interest (EOI).

- D) **Holiday Listing:** Bidders serving holiday listing order issued (as on bid opening date) by NRL, MOP&NG or any other Oil PSEs would not get qualified in this tender. A self-declaration to be submitted by the bidder indicating that they are not on holiday list of BPCL / MOP&NG or any other Oil PSEs as on due date of the bid submission anywhere in the country. Offers not accompanied with such a declaration shall make the bidder liable for rejection. Any wrong declaration in this context shall make the bidder liable for action under the Holiday Listing procedure of NRL.
- E) **Sampling Procedure:** The sampling procedure as per **ANNEXURE-I** will have to be accepted by the participating bidders. Bidder to upload duly signed and sealed copy of sampling procedure along with EOI as token of acceptance of the same.

Note : *Bidders shall meet all the above Pre-qualification criteria (PQC) and need to submit documentary evidence supporting the same along with the Expression of Interest (EOI), failing which their offer will be rejected.*

1.8 Sample Deposit:

The sample will be given to only those bidders who are found to be qualified as per the Pre- Qualification Criteria (PQC) for Expression of Interest (EOI). Qualified bidders against EOI need to submit sample deposit prior to sieving & sampling to NRL to enable them to witness sieving, sampling and packing activities and also take samples of the spent Catalyst for the purpose of Lab. Testing and subsequent Quoting. Date of submission of Sample deposit will be intimated to the qualified bidders against the EOI at a later date.

Sample deposit for each Kg of requested sample is mentioned in the table below. Minimum quantity of sample is 1 Kg and increments of 1 Kg, with a maximum of 10 Kg for each type of catalysts.

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Catalyst Type	RG-582	RG-492	LD 412 R	IS 614 A
Basic Price/Kg (INR)	7,567.80	7,902.60	8,438.50	4,822.00
GST 18%	1,362.20	1,422.47	1,518.93	867.96
TCS 1%	89.30	93.25	99.57	56.90
Sample Cost/Kg (INR)	9,019.30	9,418.32	10,057.00	5,746.86
Sample Cost/Kg (INR) - Rounding Off.	9,019/-	9,418/-	10,057/-	5,747/-

Mode of payment for Sample deposit:

- A) Bidder may make the payment through NEFT/RTGS to NRL Bank Account; details mentioned below:

Name of Beneficiary	NUMALIGARH REFINERY LTD.
Bank's Name	STATE BANK OF INDIA
Bank Account No.	30006662772
Account Type	Cash Credit
Branch Name	Commercial Branch
Bank Address	Swagota Square, 3rd Floor, ABC, Near Rajib Bhawan, Guwahati
MICR Code	781002028
IFSC (RTGS/NEFT)	SBIN0004418
Branch Code	4418

- B) Alternatively, Bidder may submit Demand Draft drawn on any Nationalized Indian Bank (Preferably State Bank of India) in favor of Numaligarh Refinery Limited payable at Numaligarh. Demand Draft to be submitted in a sealed envelope, by post/ courier/ in person to The CM (Warehouse), Numaligarh Refinery Limited, NRL Complex, Numaligarh, Dist: Golaghat, Assam, 785 699, India.

The sample will be provided on outright sale basis and no return of the sample for whatsoever reasons will be entertained.

- 1.9 Participating bidders, who get qualified against the Expression of Interest (EOI) and thereafter submission of sample deposit as mentioned above, will be invited to participate in sieving & sampling activities of the spent catalyst under disposal at NRL Site. Bidders can witness sieving, sampling and packing activities and also take samples of the spent Catalyst for the purpose of Lab Testing and subsequent quoting. Sampling will be carried out as per detailed procedure mentioned in **ANNEXURE-I**.

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1.10 After checking of the sample drawn, the bidders are required to submit their bids in two parts (Part-I: Techno- Commercial (un-priced) bid and Part-II: Price bid) in e-tender portal <http://eprocure.gov.in/eprocure/app> on or before the bid due date; which will be announced at a later date.

1.11 Bidders are expected to submit their bids accepting all the terms & conditions set forth in this tender document. Deviations, if any, shall be clearly mentioned in the format in ANNEXURE-K of this tender document. Deviation if mentioned anywhere else shall not be considered. In case of no deviation, ANNEXURE - K may be submitted with 'NIL deviation'.

1.12 Earnest Money Deposit (EMD):

Bidders are required to submit their un-priced techno-commercial offer along with an **EMD of Rs.2,50,000/-** (Rupees Two Lakhs Fifty Thousand only). The EMD must be submitted online on the portal of HDFC bank (instructions at **ANNEXURE-Q** below) and its receipt must be uploaded along with un-priced techno-commercial bid.

Important Note:

- i) EMD will not carry any interest. EMD of successful bidder (highest bidder) shall be returned after completion of upliftment; while EMDs of unsuccessful bidders will be returned after release of sale order to the successful bidder.
- ii) **Bids without EMD will not be considered and will be rejected summarily.**
- iii) Proof of submission of EMD to be uploaded with un-priced techno-commercial bid.

1.13 Expression of Interest (EOI) shall have the following information/ details :

- a) Letter for submitting EOI on bidders letter head (**ANNEXURE-L**) duly filled, signed and stamped.
- b) **PQC related documents:**
 - i) Duly attested copies of valid license/ permission/ certificates issued by Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/reprocessing/ handling these types of hazardous waste.
 - ii) Documents in support of past experience (i.e. sales order copy & completion certificate).
 - iii) Confidentiality Agreement signed up with original catalyst supplier (M/s Axens).
 - iv) Declaration regarding Holiday Listing (**ANNEXURE-N**) duly signed and sealed.
 - v) Sampling Procedure (**ANNEXURE-I**) duly signed and sealed.
- c) Integrity Pact document (**ANNEXURE-R**) duly signed and stamped on all pages.

1.14 Techno- Commercial bid, i.e., Un-priced Bid shall have the following information/ details:

- a) Proof of submission of EMD ;
- b) Acceptance-cum-Registration Form (**ANNEXURE-M**) duly filled, signed and sealed;
- c) **ANNEXURE-C, D AND E** (Instruction to Bidders, Special Terms & Conditions and General Terms & conditions) of this tender document, duly signed and stamped on all pages, as a token of acceptance of terms & conditions mentioned therein.
- d) Un-priced copy of Priced bid format (**ANNEXURE-G**) - stating price as 'Quoted'
- e) **ANNEXURE-H** (Taxes and Duties payable extra as applicable);
- f) Deviation Form in **ANNEXURE-K** duly filled and signed;
- g) Undertaking by bidders in **ANNEXURE-Q** duly filled and signed;
- h) Any other relevant information.

1.15 Price Bid - Bidder to quote for the following:

- a) Fixed Premium / Discount towards Platinum per Kg of Spent Catalyst.
- b) Fixed amount towards Rhenium content per Kg of spent catalyst for the catalysts containing Rhenium content.

(Currency of Quote: INR)

ANNEXURE-D

1. SPECIAL TERMS & CONDITIONS :

1.1. Price:

- 1.1.1. Your bid should be for the Basic price, for delivery ex-NRL, Numaligarh. Quote shall remain firm for 120 days after price bid opening date, for acceptance & placement of sale order by NRL.
- 1.1.2. Duty, taxes and other Govt. Levies as applicable on the date of delivery shall be payable by the buyer, in addition to the basic sale price. Buyer will have to pay variations also if any, in applicable government levies, till complete up liftment and final settlement.
- 1.1.3. Platinum Price would be based on the ruling Platinum Price in London Platinum Palladium Market - LPPM plus premium/ discount as quoted by the bidder. Amount towards rhenium content would be a lump sum rate as quoted by the bidder, over and above the premium / discount towards platinum content.

1.2 EVALUATION:

Evaluation of Bids shall be done as under:

Bid submission Price = Spent Catalyst bid price per kg X Net Wt. of Spent catalyst in Kgs

Where in:

Spent Catalyst bid price per Kg = (Pt1 Rate per Gram X wt% of platinum content as per fresh catalyst X 10) +/- Fixed Premium or Discount, as the case may be, per Kg. of Spent Catalyst + Fixed amount towards rhenium content per Kg of spent catalyst.

Pt1 = Average of LPPM Fix Platinum price per gram for the previous seven days ending one day prior to the price bid opening date. (Seven days shall mean consecutive seven days for which LPPM prices are available). LPPM Platinum price in USD per Troy Ounce would be converted to rate per Gram using conversion factor of 1 Troy Ounce = 31.1035 grams. For comparative evaluation USD would be converted to INR using USD-INR exchange rate prevalent at the time of price bid opening, which would be considered as the rate published by Financial Benchmarks India Pvt Ltd (FBIL), applicable for one day prior to Priced bid opening date.

Fixed premium or discount as the case may be, per Kg. of Spent Catalyst and Fixed amount towards rhenium content per Kg of spent catalyst will be taken from bidder's quotation.

Taxes and Duties will be extra as applicable.

Bidder with the highest Total Bid Submission Price as calculated above would be the successful bidder.

1.3 CALCULATION OF SALE ORDER PRICE OF SPENT CATALYST:

- i. NRL will issue a Sale Order to the successful Bidder. Sale order price will be calculated by adjusting the Bid Submission price of the successful bidder to the platinum price prevalent at the time of issuing of sale order (average of 7 days LME Platinum prices AM & PM ending one day prior to the sale order date would be considered for this). Seven days shall mean consecutive seven days for which LME prices are available.
- ii. The offer is to be valid for placing of sale order within a maximum of 120 days from the date of opening the priced bid.
- iii. 8 days prior intimation shall be given before placing the sale order: The said 8 days shall be considered as 8 consecutive working days for which LME prices are available, prior to the release of sale order.
- iv. This would be subject to the overall limit of 120 days (from price bid opening date).

NOTES:

- For calculating Average of LPPM Platinum Price, the daily LPPM Platinum Fix Price as published in LME's website (<http://www.lme.com/metals/precious-metals/platinum/>) would be considered.
- One day's price would be the average of AM and PM Fix prices published for that day; in case only AM or PM prices are published for a day, that published price would be taken as that day's price.
- Published LME Platinum price would be considered in USD per Troy Ounce and would be converted to USD per Gram using conversion factor of 1 Troy Ounce = 31.1035 grams which in turn will be converted to per KG.
- Price bid should be valid for placement of sale order within 120 days of price bid opening date.
- LME rate per Troy Ounce in USD will be converted to rate in Indian rupees on the basis of the reference rate of Financial Benchmarks India Pvt Ltd (FBIL) for the relevant dates, i.e., one day prior to Price bid opening date for evaluation and one day prior to Sale Order Date for issue of Sale order.

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- Taxes and Duties should be extra as applicable

1.4 Payment Terms & Material Lifting Time:

1.4.1 Payment Terms: NRL will issue a Sale Order to the successful Bidder and bidder shall make full payment including taxes & duties, for the total quantity, in advance, before upliftment of the material. Payment to be made by demand draft OR electronic transfer. Cash/ Cheque will not be accepted. Bidder shall pay the full sale order value within 15 days after issue of Sale Order failing which action as under will be taken without any recourse:

- i. Buyer's EMD will stand forfeited.
- ii. The Sale letter will be treated as cancelled and NRL shall have right to dispose of the materials.
- iii. No claim whatsoever from the buyer shall be entertained, in such a case. The buyer shall be black listed and debarred from participation in our future disposal processes.

Note: EMD payment will not be adjusted against the Sale value. EMD of successful bidder will be returned only after the completion of the disposal activity & submission of No Claim Certificate.

1.4.2 Material Lifting Time:

- Material shall be lifted out of our Refinery premises within 30 days of effecting payment.
- Buyer will not have choice to select the materials, and has to uplift the materials from Numaligarh Refinery, Numaligarh, Assam, India within 30 days of making full payment, failing which NRL is at liberty to dispose off the un-lifted material any time after the 30 days are over. In addition, 100% payment and the EMD collected from the buyer will stand forfeited.
- The delivery of material will be given after realization of the DD/NEFT Transfer. In case of delay, ground rent @ 0.5% per week subject to a maximum of 5% of sale value (Basic cost) will be charged w.e.f. the date of realization of full payment OR the sale order will be treated as cancelled and the EMD will stand forfeited without any notice. If the last date of delivery falls on a Closed Holiday for NRL, the next date of delivery will be the immediate next working day of NRL. Materials sold but not removed within the specified date, will become the property of NRL and it will have the right to dispose of such goods in any manner as it deems fit without any notice.

1.5 Used Catalyst Management:

1.5.1 Bidder will take suitable steps for arranging spent catalyst utilization at his works which may include necessary processing, metal removal & residual catalyst disposal in accordance with environmental norms.

1.5.2 Legislation:

All the applicable rules and regulations stipulated by Ministry of Environment and Forests (MOE&F) under Govt. of India, Central and State Pollution control boards and any statutory bodies must be complied by the Bidder.

1.5.3 Clearances to be obtained by bidder and Documentation for Transportation:

- NRL will make the spent catalyst available at our Numaligarh Refinery in Assam, in sealed good quality drums. Material is sold on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS". All expenses in getting clearances from the authorities of Government of India, State Governments and any other statutory authorities shall be borne by bidder. All the legal and other formalities including Hazardous Wastes (Management, Handling and Trans boundary Movement) Rules 2008 of Ministry of Environment and Forests, Government of India for transportation shall be arranged for and complied by the bidder. All expenses such as freight, incidental charges, transit insurance, taxes etc., are also to be borne by bidder.
- The responsibility of getting the necessary approvals/ documentation for Road/ Sea Transport (as applicable) of used catalyst rests with the bidder. It shall be solely bidder's responsibility for arranging the necessary documentation such as MOE&F clearance/ NOC from CPCB/ MPCB and any other approvals from other applicable Statutory Authorities for transportation of used catalyst. This includes the approvals/applications required for Customs Clearance / other statutory bodies as well, wherever required.
- The successful Bidder shall issue a Certificate of Release of Responsibility to NRL after the spent catalyst is shifted outside the premises of Numaligarh Refinery. The responsibility for handling the spent catalyst outside the premises of NRL shall lie solely with the successful Bidder.

ANNEXURE-E

1. GENERAL TERMS & CONDITIONS :

- 1.1. The terms Buyer(s)/ Contractor(s) appearing anywhere in this tender document refers to the successful bidder on whom sale order is placed by NRL for the subject material.
- 1.2. Sale is on "**AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS**". No complaint regarding quality, quantity, or composition of the material will be entertained.
- 1.3. Delivery shall be made on actual Weighment basis. The quantity indicated in this tender is only an approximate estimated quantity only.
- 1.4. The Bidders cannot retract from their offers. If done so, the EMD will be forfeited & buyer will be debarred from participating in our future tenders. Any taxes, duties, etc. payable by the successful Bidder outside India shall have to be borne by the successful Bidder only.
- 1.5. NRL reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period of contract without assigning any reasons.
- 1.6. Rights of participation will be for bidders, who, pre-qualify themselves by paying the EMD and whom NRL has not previously blacklisted. Final decision regarding participation of the bidder will be with NRL.
- 1.7. Sale confirmation, Sale Order, GST Invoices etc. will be released only in the name of the Company that has initially registered and participated in the tender. There will not be any changes between the registration and completion of transaction. E 1 transaction shall not be entertained.
- 1.8. Successful bidder should make all arrangements for further packing, if required, for uplifting and transportation.
- 1.9. The Buyer shall arrange for all tools and tackles, forklifts or hoists or cranes and/ or **labour** at their own expenses. NRL may provide NRL owned forklifts and cranes, if available, on chargeable basis. Hiring charges of NRL owned forklift and crane shall be as per prevailing rates in NRL during upliftment of material. If the successful bidder desires to use NRL owned forklift and crane, they will make payment of Rs.3,00,000/- (Rupees Three Lakh only) in advance, before upliftment of the material. **Payment shall be made within 15 days after issue of Sale Order.** Payment is to be made by demand draft OR electronic transfer. Cash/Cheque will not be accepted. Bidder may have to replenish for any short fall of amount during upliftment of material. Unused amount shall be refunded after completion of material lifting. Present applicable hiring charge of NRL owned forklifts and cranes are provided in **ANNEXURE-P**.

- 1.10. While inspecting of material and at the time of lifting of material, ALL SAFETY RULES OF THE COMPANY HAVE TO BE FOLLOWED STRICTLY. All buyer's personnel including workmen shall be attired with proper PPE inside refinery premises. PPEs shall be arranged by the buyer. The buyer also confirms to have read all the general rules as laid by NRL, with regard to employment of labour for the removal of scrap material.
- 1.11. While taking delivery of the material, if any damage is done to the premises or other machinery lying nearby, the Company shall recover all such costs required to rectify the damage and bring the material back into the original position and stop delivery of the material till all the costs are paid.
- 1.12. The decision of NRL is final and binding in all matters related to this sale.
- 1.13. Material lifting shall be as per the guidelines of NRL only. Buyer shall have no rights to choose / pick the material from the total lot.
- 1.14. Partial lifting shall result in forfeiture of EMD and Sale Value paid in advance. The lifting should be completed within due time frame agreed. Failure to abide by the agreed terms and conditions of the tender shall result into forfeiture of EMD and NRL will be at their liberty to sell the subject lot to any third party at the Risk and Cost of the Buyer.
- 1.15. **Inspection of Site :**

The bidder would be given an opportunity before or at the time of sieving and sampling for making an inspection of the site to set at rest any doubts he may have about the difficulties in executing his offer.
- 1.16. Once the sale order is issued, permission to the successful Bidder to inspect the material under disposal again prior to upliftment shall not be granted to the successful Bidder unless the payment as per Sale order Terms & conditions is paid by the successful Bidder.
- 1.17. **Subletting Agreement :**

The buyer shall not be entitled to resell any lot or part of a lot while the goods are still lying within the premises of NRL or its rented warehouse and delivery would be effected by NRL to the purchaser(s) only.

1.18. Removal of Materials:

- 1.18.1. It will be the responsibility of successful buyer to weigh the empty truck /Drums/polythene Bags at the weighbridge / weighing scale of NRL and produce the necessary weigh certificate so that the weight of the empty truck/Drums/polythene bags will be deducted from the weight of the fully loaded truck.
- 1.18.2. In order to facilitate the Company to complete the transaction before 4.30 P.M the goods should be collected before 4.00 P.M. on any working day with prior appointment with NRL Warehouse within the stipulated delivery days.
- 1.18.3. Material must be removed by the buyer before stipulated time. Once the goods /materials are taken out of the factory gate, buyer will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 1.18.4. Once uplifted material left NRL gate, NRL should be indemnified with all kinds of external effect, whatsoever may be.
- 1.18.5. Should the original buyer wish to take delivery of the material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the officer concerned. The officer concerned may in his entire discretion, decline to act on any such authority and it shall be for the buyer to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the buyer and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.
- 1.18.6. All workmen employed by the buyer has to use personal protective equipments like masks, hand gloves, safety shoes, & helmets etc., while loading and unloading of the material. Buyer has to make arrangement for these equipments before entering the Refinery.
- 1.18.7. Buyer's personnel including their workmen entering the Refinery premises for uplifting the material will be required to complete all formalities regarding gate pass administration. The same shall be briefed to the successful bidder.
- 1.18.8. Quantity is subject to the availability of material and NRL's ability to sell the same. The material will be allotted to the buyer for uplifting strictly on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS". It is to be stated that the quantity mentioned in the tender is only indicative and there is no commitment whatsoever by

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us. NRL does not and cannot guarantee any specific quality of the material available for sale. The material is to be lifted from site strictly on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS" in its entirety irrespective of the quantity allotted.

- 1.18.9. Only representative of the buyer authorized by the Company will be allowed for the loading / handling of the material. However if the need arises for additional person, the same may be allowed only at the discretion of the NRL Management.
- 1.18.10. NRL will in no way be responsible for any accident, damage or injury to the contract's workman or equipment while on site / premises. No claims for damages occurred due to accidents at the time of inspection or at the time of Material lifting for men as well as Machineries will be entertained.
- 1.18.11. Delivery of the material to be taken within the period given in our sale letter. Roaming in the premises of the company, without permission, is strictly prohibited.
- 1.18.12. NRL will allow only successful bidder to uplift the materials from the refinery premises. No delivery would be affected by the Company to any person other than the Buyer whose name is mentioned in the delivery order. Under any circumstances, NRL will not permit the successful bidder to negotiate or sell the materials in any lot or part of a lot to any other party while the goods are still lying within the premises of the Company from inside the refinery premises.
- 1.18.13. The following also to be taken note of in this connection :
 - a) Lifting & loading / unloading all materials on trailer / truck shall be in the scope of the buyer.
 - b) Clear the areas of all debris and waste materials on day-to-day basis and after completion of all works.
 - c) No segregation of material will be allowed inside the refinery. Buyer shall lift the material on "as is where is " condition.
 - d) All scrap and associated material / debris shall be taken out by the buyer outside the Refinery without giving rise to any complaints from municipal and other local authorities. Buyer shall keep NRL indemnified from and against any such complaints.
 - e) Delivery Location: Numaligarh Refinery Ltd., Numaligarh, Assam, 785699, India
 - f) Transportation shall be in the scope of the buyer.

1.19. Termination of Contract:

The Company reserves the right to terminate the contract at any time by giving three days notice on any of the following grounds:

- a. Unsatisfactory execution or performance of the contract by the Buyer.
- b. Improper behavior of the Buyer or breach of the terms and conditions of the contract.
- c. Delay in picking up of the deliveries of the material beyond stipulated time.
- d. Misbehavior with any of the staff of NRL.
- e. Picking up any materials, which is not sold to them and found in their truck or Vehicle.

1.20. Workmen's Compensation Liability

The contractor shall hold NRL harmless and indemnified from and against all Claims, costs and charges for which the company shall be liable under the Workman's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall put there under, both in respect of personal injuries (within the meaning of the said Act) to be employees and servants of the Contractor or Sub-Contractors, (if any), out of or occasioned during the currency of contractor, sub-contractors and/or the company and/or their respective servants and employees and also respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the contractor, sub-contractor and or their servants and employees in carrying out any of the provisions of this agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the company and the contractor against such risks and deposit such Policy or policies with the company from the time to time during the currency of this agreement. The contractor shall be responsible for anything not included in the Insurance Policies above referred to also for all other damage to person or property, arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the company harmless and indemnified.

1.21. Safety Regulation:

The contractor shall ensure that he, his sub- contractor and his, or their personnel or representative shall comply with all safety regulations issued from time to time by the Company 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 Company harmless and indemnified.

1.22. Arbitration:

I. FOR THE SETTLEMENT OF DISPUTES BETWEEN THE COMPANY and THE PARTY, OTHER THAN CENTRAL PUBLIC SECTOR UNDERTAKINGS

All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavoured to be amicably settled by the parties in the following manner:

- a) At the first instance by the Engineer-In-Charge/ Purchase Officer
- b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorised representatives of Chief Executive of NRL.
- c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- d) In case party raising the dispute is not satisfied of the dispute by the aforesaid process and/or the dispute is not resolved by mutual agreement and put in writing within 3(Three) months or within such further period as may be mutually agreed from the date the dispute arose, the matter and/or dispute will be then referred to Arbitration and such disputes and/or difference will be resolved through Arbitration according to Arbitration clause mentioned herein below.
- e) However the option of amicably settling the dispute will be open at any time during and post arbitration or during pendency of any court proceeding, arising out of such Arbitration, and is pending before any Court or Tribunal or in any other judicial forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other judicial forum(s).

ARBITRATION CLAUSE:

- i. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors 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.
- ii. Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or the company, as the case may be.
- iii. On receipt of such letter referring the dispute to Arbitration, Managing Director or any other officer of the Company shall, within 30 days from the receipt of the said letter, suggest to the parties the names of three persons, who are 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 for selection of one of them for appointment as a sole Arbitrator, to adjudicate the dispute(s) between the parties.
- iv. If while referring the dispute to Arbitration the parties mutually agree that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person, who is not forbidden to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute.
- v. 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.
- vi. 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

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him/them originally and deemed to form part of the reference made to Arbitration

- vii. Place of arbitration shall be unless otherwise agreed by the parties, will be Numaligarh. Or Guwahati as mutually agreed.
- viii. 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 or Guwahati 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(s) / Arbitral tribunal shall be filed in the concerned courts in the District Court of Golaghat or Kamrup Metro ."

II. FOR THE SETTLEMENT OF DISPUTES WITH Central PSUs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties) appointment will be done 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 or Guwahati.

ANNEXURE-F

TECHNICAL DETAILS OF SPENT CATALYSTS

Spent catalyst containing Platinum and Rhenium (RG-582) Type of catalyst: RG 582 Ceramic ball size: $\frac{1}{4}$ " and $\frac{3}{4}$ " Catalyst supplier: Axens Quantity of catalyst: 8505 Kg Approx. Quantity of ceramic ball: $\frac{3}{4}$ " 4.45 m3 6008 Kg , $\frac{1}{4}$ " 2.28 m3 3192 Kg Composition: RG 582: Platinum (0.3 wt.%) , Rhenium (0.3 wt.%) on high purity Alumina as per fresh catalyst Ceramic ball: SiO2 (63-75 wt.%), Al2O3 (19- 26 wt.%)
Spent catalyst containing Platinum and Rhenium (RG 492) Type of catalyst: RG 492 Ceramic ball size: $\frac{1}{4}$ " and $\frac{3}{4}$ " Catalyst supplier: Axens Quantity of catalyst: 2205 Kg Approx. Quantity of ceramic ball: $\frac{3}{4}$ " 1.51 m3 2039 Kg , $\frac{1}{4}$ " 0.74 m3 1036 Kg Composition: RG 492: Platinum (0.3 wt.%) , Rhenium (0.6 wt.%) on high purity Alumina as per fresh catalyst Ceramic ball: SiO2 (63-75 wt. %), Al2O3 (19- 26 wt.%)
Spent catalyst containing Platinum (LD 412R) Type of catalyst: LD 412R Ceramic ball size: $\frac{1}{4}$ " and $\frac{3}{4}$ " Catalyst supplier: Axens Quantity of catalyst: 700 Kg approx. Quantity of ceramic ball: $\frac{3}{4}$ " 0.16 m3 216 Kg , $\frac{1}{4}$ " 0.12 m3 168 Kg Composition: LD 412R: Platinum (0.35wt%) on high purity Alumina as per fresh catalyst Ceramic ball: SiO2 (63-75 wt. %), Al2O3 (19- 26 wt.%)
Spent catalyst containing Platinum (IS 614A) Type of catalyst: IS 614A Ceramic ball size: $\frac{1}{4}$ " and $\frac{3}{4}$ " Catalyst supplier: Axens Quantity of catalyst: 7150 Kg approx. Quantity of ceramic ball: $\frac{3}{4}$ " 0.16 m3 379 Kg , $\frac{1}{4}$ " 0.12 m3 357 Kg Composition: IS 614A: Platinum (0.2wt%) on high purity Alumina as per fresh catalyst Ceramic ball: SiO2 (63-75 wt.%), Al2O3 (19- 26 wt%)

(*) Quantity mentioned is approximate. Exact Quantity of "Platinum" and "Platinum and Rhenium" based Catalyst will be ascertained after sieving/ sampling.

ANNEXURE- G

FORMAT FOR PRICED BID

Lot No.	Description of the Material for Disposal	Currency of Quote	Fixed Premium / Discount towards Platinum		Fixed amount towards Rhenium content per Kg of spent catalyst
			Indicate Plus (+) or Minus (-) as the case may be	Fixed Premium / Discount per Kg of Spent Catalyst	
1	Spent catalyst containing Platinum and Rhenium (RG-582)	INR	Bidder Quote to	Bidder to Quote	Bidder to Quote
2	Spent catalyst containing Platinum and Rhenium (RG-492)	INR	Bidder Quote to	Bidder to Quote	Bidder to Quote
3	Spent catalyst containing Platinum (LD 412R)	INR	Bidder Quote to	Bidder to Quote	Not Applicable
4	Spent catalyst containing Platinum (IS 614 A)	INR	Bidder Quote to	Bidder to Quote	Not Applicable

Both techno-commercial bid and priced bid are to be submitted concurrently, duly digitally signed in e-tender portal (<http://eprocure.gov.in/eprocure/app>)

ANNEXURE-G is a sample format only for help for the bidders.

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ANNEXURE- H

TAXES AND DUTIES PAYABLE - EXTRA AS APPLICABLE

- 1) GST @ 18% of Basic Price
- 2) TCS @ 1 % of (Basic Price + GST)
- 3) Any other Taxes & duties (Bidder to Mention): _____

ANNEXURE - I

SAMPLING PROCEDURE FOR SPENT CATALYST

The sampling shall be carried out in the presence of representatives of NRL, and participating bidders. The detailed sampling procedure which will be adopted for sampling purpose is listed below.

1. Tare weight of each empty drum/polythene bag shall be recorded prior to its filling with sieved spent catalyst.
2. Each drum containing spent catalyst shall be numbered for identification.
3. Contents of each drum shall be sieved to separate out any other materials from the spent catalyst like metal parts, ceramic balls etc.
4. With the method of coning and quartering samples shall be collected in one Kg bottles. The no. of sample will be determined by the request for sample by the participating bidder.
5. The sieved spent catalyst shall be transferred to respective drums and its weight will be recorded.
6. Catalyst type wise minimum 1 Kg and Maximum of 10 kg of samples will be distributed to each participating bidder, for carrying out platinum recovery for bidding purpose.

NOTES:

- 1) After collection of sieved spent catalyst in drums or sample containers, the weight for each drum/ container, will be recorded and attested by NRL and participating bidders.
- 2) Drums will be sealed thereafter.
- 3) All the samples collected shall be jointly sealed by NRL and the participating bidders.
- 4) **NRL shall consider the platinum content in the spent catalyst to be as per ANNEXURE-F above and shall not entertain any dispute nor any deviation in this regard.** Scope for Fixed Premium / Discount in quoted in INR per Kg of Spent Catalyst is given in priced-bid for the bidder to compensate any deviation in this regard, recovery cost etc.
- 5) Sample bottles will be arranged by the participating bidders.
- 6) Empty drums will be supplied by NRL. Bidders will quote considering empty drums.
- 7) Arrangement for seals will be done by the bidders.

FORMAT FOR NO CLAIM CERTIFICATE

To,

CM (Warehouse),
Numaligarh Refinery Limited,
Pankagrath, PO-NR Project, PIN- 785699
Dist.: Golaghat (Assam)

Dear Sir,

The entire quantity of spent catalyst _____ kgs as per the Sale Order
no. _____ dated _____ issued by NRL has been uplifted. No further
obligation is pending with NRL.

Name of Bidder:

Address and contact details of bidder:

GST Registration No: _____

Income Tax PAN: _____

Thanking You,

Signature of Authorized Signatory
with Name & designation and Co. Seal.

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ANNEXURE-K

DEVIATION FORMAT

Tender No:

Sl. No./ Annexure	Reference Clause of Tender Document	Deviation

*Signature of Authorized Signatory
with Name & designation and Co. Seal.*

ANNEXURE - L

Expression of Interest (EOI Format)

EXPRESSION OF INTEREST (to be submitted in bidder's letter head)

Bidder's Ref. No:

Date:

To,

CM (Warehouse),
Numaligarh Refinery Limited,
Pankagrath, PO-NR Project, PIN- 785699
Dist.: Golaghat (Assam)

Dear Sir,

This has reference to the EOI cum Tender No. _____ dated _____ published in
CPP Portal for disposal of 'Platinum' & 'Platinum & Rhenium' based spent catalyst of NRL.

We are interested in participating in the said disposal process on the terms stated in the
EOI and Tender document.

Name of Bidder:

Address and contact details of bidder:

GST Registration No: _____

Income Tax PAN: _____

Thanking You,

Signature of Authorized Signatory

(Name & designation and Co. Seal)

Format of Acceptance-cum-Registration form (to be submitted on the bidder's Letter Head)

Bidder's Ref. No.:

Date:

CM (Warehouse),
Numaligarh Refinery Limited,
Pankagranti, PO-NR Project, PIN- 785699
Dist.: Golaghat (Assam)

Dear Sir,

Sub: Tender No: _____ issued by NRL for Disposal of Spent Catalyst containing 'Platinum' & 'Platinum & Rhenium' from Numaligarh Refinery.

I/We confirm having gone through the terms and conditions and agree to take part in the Tender at Numaligarh Refinery Limited (NRL) on "AS IS WHERE IS BASIS, "CLEAN SWEEP BASIS" and "NO COMPLAINT BASIS".

Having inspected the material and satisfied with the condition and type of the same, I/we also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

Name of the Company	:	_____
Contact Person(s)	:	_____
Designation	:	_____
Address	:	_____
Phone/ Fax No. Mobile No	:	_____
E Mail ID	:	_____
Income Tax PAN No	:	_____

I understand that in the event of any of the above information being found in-correct/ incomplete, the Participation shall be liable for cancellation by NRL at any time and I/we shall not be entitled to any claim for Refund arising from the same.

I /We hereby confirm having paid the required EMD through the online portal of HDFC bank provided in the tender and uploaded EMD payment receipt along with technical bid.

Signature of Authorised Signatory with
Name & designation and Co. Seal.

PROFORMA OF DECLARATION OF HOLIDAY LISTING

Expression of Interest (EOI) and Tender No: _____ for Disposal of spent catalyst containing "Platinum" and "Platinum and Rhenium" from ISOM and CRU Unit of MSP".

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

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

Date :
Place :

(Authorized Signatory)
Seal:

ANNEXURE - O

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) Since the HDFC Bank payment gateway is not under the CPPP, so the payment mode is mentioned as offline (BG) in the CPP portal. Bidder has to make a dummy entry in the EMD fields of CPPP by putting 'Transaction ID' (HDFC Bank payment receipt) as instrument no., payment date as issue date, any date as expiry date, and bank name as issuer details. Please upload the EMD payment receipt along with technical bid.
- 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.

ANNEXURE-P

HIRING CHARGES OF EATHMOVING MACHINERY/ HEAVY EQUIPMENT

SN	Job Description	UOM	Rate (in Rs) (Applicable for FY 21-22)
1	Forklift-10T (with operator)	Per Hour	2,073.00
2	Forklift-5T (with operator)	Per Hour	1,444.00
4	Forklift- (3 Te)	Per Hour	1,176.00
5	Hydra-10/11 Te	Per Hour	2,139.00
6	Tractor	Per Hour	1,607.00
7	Tractor + Trailer	Per Hour	1,899.00
8	Trailer	Per Hour	353.00
9	Articulated Boom	Per Hour	5,810.00
11	Crane-40T	Per Hour	8,776.00
12	Crane-75T	Per Hour	11,676.00
13	Crane-100T	Per Hour	13,222.00
15	Excavator	Per Hour	2,315.00
16	Crane 100 T Boom Change	Each Occasion	16,201.00
17	260T Lattice Boom Crawler Crane	Per Hour	38,209.00

UNDERTAKING BY THE BIDDERS

(in letter head)

Tender No: _____

Name of the Work: _____

We _____ (Name of the Tenderer)
hereby certify that we have fully read and thoroughly understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum / addendum / clarification, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

We confirm that we have quoted the rates in the tender considering inter-alia the

- 1) Tender Document(s)
- 2) Special Terms & Conditions
- 3) Pre-bid meeting Minutes (if any)
- 4) SOR / Price bid format
- 5) Corrigendum / Addendum/ Clarification (if any)

Place : _____ Signature of Bidder :

Date : _____ Name of Signatory :

Note: This declaration should be signed by the Tenderer's authorised representative on Company Letterhead who is signing the Bid and Scanned copy to be submitted.

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ANNEXURE-R

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 Monitors 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/email ID/contact number(s) of Independent External Monitors appointed to oversee implementation of Integrity Pact Programme at NRL are mentioned below:

**Name and address of Independent External Monitors for
Monitoring/Implementation of Integrity Pact**

1. Shri Ajilt Mohan Saran
House No. A1/88 (GF)
Safdarjung Enclave,
New Delhi-110029
Mobile No. 91-9810701876
Email:ams057@gmail.com
2. Shri Vijender Kumar Jain
Flat No.2, Building No.1
Park View Apartment
Mandigaon Road
New Delhi-110030
Mobile No. 91-9818834729
Email:vijender126@yahoo.com



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 forThe 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.

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For the Principal



Place **एन.के. बुढ़ागोहाई/N.K. BURAGOHAIN**
महाप्रबंधक (व्यापारिक)/General Manager (Commercial)
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम - 785 699 / Golaghat, Assam - 785 699

Date **28/03/2019**

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

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)