

**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/22 dated 11.02.2022)**

IMPORTANT DATES:

Last date & Time of Submission of : 25.02.2022 (11.00 AM)
Expression of Interest (EOI)

Submission of Techno-commercial Bids : Date will be informed
& Priced Bid: 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 '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 No:	WH/Disposal/22
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:	11.02.2021
7	EOI submission Closing date/Time	25.02.2022 (11.00 AM)
8	Date / Time of opening EOI	26.02.2022 (11.00 AM)
9	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/22

10	Duration of Contract / Contract Period:	Catalyst shall be lifted from NRL Refinery premises as per schedule provided in Instruction to Bidders (ANNEXURE-C).
11	Offer Validity	120 days from Bid closing date.
12	Integrity Pact	Applicable
13	Contact details:	
A	<u>Contact Person for any queries related to this tender:</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

Last Date for submission of Expression of Interest:	25.02.2022 (11.00 AM)
Date & time of opening of Expression of Interest:	26.02.2022 (11.00 AM)
Date & time for 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

Note:

- 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.
- Subsequent Corrigendum/ Addendum (if any) shall be published in our e-tendering portal <http://eprocure.gov.in/eprocure/app>
- **EOI/Bids received by way of Post, Courier, Fax, Telex or Telegram or email or in open condition shall not be considered.**
- 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.

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaliaarh Refinery Limited (NRL) - Tender No. WH/Disposal/22

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	Valid Authorization from SPCB/CPCB.	Scan copy of Document
	3	Information of bidder's spent catalyst handling facilities in India.	Scan copy of Document
	4	Documents in support of past experience (i.e. sales order copy & completion certificate).	Scan copy of Document
	5	Confidentiality Agreement (CA) with the original catalyst supplier (M/s Axens)	Scan copy of Document
	6	Declaration regarding Holiday Listing duly filled, signed and sealed.	Scan copy of Document
	7	Sampling Procedure duly signed and sealed.	Scan copy of Document
	8	Integrity Pact duly filled, signed and sealed.	Scan copy of Document
Part-I (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-I	9	Proof of submission of EMD	Scan copy of Document
	10	Acceptance-cum-Registration Form duly filled, signed and sealed	Scan copy of Document
	11	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
	12	Un-priced copy of Priced bid format - stating price as 'Quoted'	Scan copy of Document
	13	Format for 'Taxes and Duties payable extra'; duly signed and stamped on all pages.	Scan copy of Document
	14	Deviation Form duly filled and signed.	Scan copy of Document
	15	Undertaking by bidders duly filled and signed	Scan copy of Document
	16	Any other relevant information	Scan copy of Document
**Part-II	17	PRICED BID	To be filled in e-tendering Portal

****Note:**

- Only those bidders who are found to be qualified against EOI will be asked for submission of techno-commercial bid (i.e. Part-I) and priced bid (i.e. Part-II).
- Both techno-commercial bid and priced bid 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 announced at a later date.

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 will be ascertained after carrying out sieving & sampling activities as per procedure mentioned in this tender document. For technical details of spent catalyst under disposal, please refer enclosed ANNEXURE-F.
- 1.3 **Pre-Qualification Criteria (PQC) & Rejection Criteria for EOI:**

- i) **Valid Permission:** Bidder shall have a valid authorization letter from SPCB/CPCB for collection/ transportation/recycling/storage/disposal/reuse of spent catalyst as per form-2, in accordance with the HWM Rules 2016 for handling and management of hazardous wastes. The submitted authorization letter shall be verified with the concern SPCB or CPCB. The bidder shall be qualified for its bid evaluation after verification from SPCB/CPCB.

Documents Required:

- a) Copy of the valid authorization letter from SPCB/CPCB for handling of the spent catalyst.
- b) Information of bidder's spent catalyst handling facilities in India.
- ii) **Past Experience Criteria:** 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.

Documents Required: Sales order copy and completion certificate as a proof of execution of the sales order.

- iii) **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.

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- iv) **Holiday Listing:** Bidders serving holiday listing order issued (as on date of opening of EOI) 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. Any wrong declaration in this context shall make the bidder liable for action under the Holiday Listing procedure of NRL.
- v) **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.

1.4 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 sampling to enable them to witness, 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.

Catalyst Type	RG-582	RG-492	LD 412 R	IS 614 A
Basic Price/Kg (INR)	7,533.23	7,828.06	8,444.80	4,825.60
GST 18%	1,355.98	1,409.05	1,520.06	868.61
TCS 1%	88.89	92.37	99.65	56.94
Sample Cost/Kg (INR)	8,978.10	9,329.48	10,064.52	5,751.15
Sample Cost/Kg (INR) - Rounding Off.	8,978/-	9,330/-	10,065/-	5,751/-

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 LIMITED
Bank's Name	STATE BANK OF INDIA
Branch with Address	Commercial Branch, Swagota Square, 3rd Floor, Near Rajib Bhawan, Guwahati-781005 (Assam)
Bank Account No.	30006662772
IFSC (RTGS/NEFT)	SBIN0004418
MICR Code	781002028
Branch Code	004418

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- 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.

- 1.5 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 sampling activities of the spent catalyst under disposal at NRL Site. Bidders can witness 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**.
- 1.6 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.
- 1.7 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'.
- 1.8 **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 (refer instructions at **ANNEXURE-O** 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 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.

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1.9 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) Valid authorization from CPCB/ SPCB.
 - ii) Information of bidder's spent catalyst handling facilities in India.
 - iii) Documents in support of past experience (i.e. sales order copy & completion certificate).
 - iv) Confidentiality Agreement signed up with original catalyst supplier (M/s Axens).
 - v) Declaration regarding Holiday Listing (**ANNEXURE-N**) duly signed and sealed.
 - vi) Sampling Procedure (**ANNEXURE-I**) duly signed and sealed.
- c) Integrity Pact document (**ANNEXURE-R**) duly signed and stamped on all pages.

1.10 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.

1.11 Price Bid - Bidder to quote for the following as per BOQ:

- a) Fixed Premium / Discount towards Platinum content in percentage, as the case may be, per Kg of Spent Catalyst.
- b) Fixed amount towards Rhenium content per Kg of spent catalyst for the catalysts containing Rhenium content.

ANNEXURE-D

1. SPECIAL TERMS & CONDITIONS :

1.1. Price:

- 1.1.1. Bid should be for the Basic price, for delivery ex-NRL, Numaligarh. Quote shall remain firm for 120 days from bid closing date.
- 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.

1.2 EVALUATION:

- 1.2.1 Bidders qualified against the EOI can submit bid for any one, or both the following groups:

Group-A : For Lot 1 & Lot-2 [for Catalysts (RG-582 & RG-492) containing both Platinum & Rhenium]

Group-B : For Lot-3 & Lot-4 [for catalysts (LD 412R & IS 614 A) containing only Platinum]

- 1.2.2 Evaluation Criteria : Basis of evaluation will be 'group wise' as under:

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

1.2.3 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 content in percentage, as the case may be, per Kg. of Spent Catalyst + Fixed amount towards rhenium content per Kg of spent catalyst.

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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 towards Platinum content in percentage, per Kg. of Spent Catalyst and Fixed amount towards rhenium content per Kg of spent catalyst will be taken from bidder's priced bid.

Bidders to quote 'Fixed Premium / Discount towards platinum content in percentage per Kg. of Spent Catalyst' in priced bid after compensating any deviation in this regard, recovery cost etc.

Taxes and Duties will be extra as applicable.

Refer illustrative example of calculation of 'Bid Submission Price' enclosed at Annexure-P.

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 LPPM 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 LPPM prices are available.
- ii. 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 LPPM prices are available, prior to the release of sale order.
- iii. The offer is to be valid for placing of sale order within a maximum of 120 days from bid closing date.

NOTES:

- For calculating Average of LPPM Platinum Price, the daily LPPM Platinum Fix Price as published in LPPM website (<https://www.lppm.com>) would be considered.

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaligarh Refinery Limited (NRL) - Tender No. WH/Disposal/22

- 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 LPPM 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 from bid closing date.
- LPPM 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.
- 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 put under holiday list of NRL per NRL's holiday listing policy.

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:

- Once full payment is received, a delivery order shall be issued to buyer, for lifting the material.
- Material shall be lifted out of our Refinery premises within 30 days from the date of issue of delivery order.
- Transportation and loading shall be in the scope of buyer. In case buyer needs heavy lifting equipment like crane, hydra, forklift etc. at NRL Site Numaligarh, the same shall be provided by NRL; if available, at prevailing rental of NRL. The rental charges have to be deposited in advance by buyer.

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- Disposal shall be done in day time on normal working days of NRL; except 1st & 3rd Saturday, Sunday and any holiday of NRL. 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.
- 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 issuance of delivery order, failing which NRL is at liberty to dispose of 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.
- If the buyer having paid the full amount of sale order value fails to remove the material by the date as specified in delivery order, NRL may keep the goods at buyer's risk and charge the buyer in respect of the ground rent @0.5% of the sale value per week subject to a maximum of 5% of sale value (on pro-rata basis) during which failure to take delivery of such goods continues. Such charges are to be paid on pro-rate basis and should be paid before the goods or any parts thereof are removed. Thereafter (after ten weeks of expiry of delivery date), the Sale Order, Delivery Order shall be treated as cancelled and an amount equal to EMD plus ground rent @0.5% of the sale value per week subject to a maximum of 5% of sale value shall be forfeited from the buyer and balance amount shall be refunded to buyer without any interest. Buyer shall be put under holiday list of NRL as per NRL's Holidaylisting policy if he fails to remove the material allocated to him. The buyer shall not be entitled for any compensation or damage or nor can claim any rights over the said materials. 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
- However, 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.

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/ SPCB 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.

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 put under holidaylist as per NRL's holiday listing policy.
- 1.5. Rights of participation will be for bidders, who, pre-qualify themselves by paying the EMD and whom NRL has not previously blacklisted/presently under holiday list of NRL. Final decision regarding participation of the bidder will be with NRL.
- 1.6. Sale confirmation, Sale Order, GST Invoices, Delivery Order 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.
- 1.7. Successful bidder should make all arrangements for further packing, if required, for uplifting and transportation.
- 1.8. All tools and tackles, forklifts or hoists or cranes and/ or labour required during upliftment of the material at NRL Site will be provided by NRL free of cost.
- 1.9. 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.
- 1.10. 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.
- 1.11. The decision of NRL is final and binding in all matters related to this sale.

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaligarh Refinery Limited (NRL) - Tender No. WH/Disposal/22

1.12. 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.

1.13. 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.

1.14. Risk:

The goods shall be and remain in every respect at the risk of buyer from the date of issue of delivery order and NRL shall not be under any liability for natural deterioration, weathering, rusting, growth of vegetation, water logging, preservation etc. thereafter from that date.

1.15. Inspection of Site :

The bidder would be given an opportunity before or at the time of 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. It is a 'Standard Practice/Procedure' of NRL.

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.

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaligarh Refinery Limited (NRL) - Tender No. WH/Disposal/22

- 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 later 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 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.

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium" from Numaligarh Refinery Limited (NRL) - Tender No. WH/Disposal/22

- 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) No segregation of material will be allowed inside the refinery. Buyer shall lift the material on "as is where is" condition.
 - b) 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.
 - c) Delivery Location: Numaligarh Refinery Ltd., Numaligarh, Assam, 785699, India
 - d) Transportation and loading shall be in the scope of buyer. In case buyer needs heavy lifting equipment like crane, hydra, forklift etc. at NRL Site Numaligarh, the same shall be provided by NRL; if available, at prevailing rental of NRL. The rental charges have to be deposited in advance by buyer.

1.19. Termination of Contract:

NRL reserves the right to terminate the contract Sale Order, Delivery Order 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.
- f. Restrictions/limitations on sale imposed by Statutory Bodies/ Govt.

Decision of NRL to terminate the contract (Sale Order, delivery order) shall be final and binding and no claims from the buyer for damages and compensation shall be entertained.

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. 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.
- iii. 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.

- iv. 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.
- v. The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter- Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to Arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration
- vi. Place of arbitration shall be unless otherwise agreed by the parties, will be Numaligarh. Or Guwahati as mutually agreed.
- vii. 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 quantity. Exact Quantity of "Platinum" and "Platinum and Rhenium" based Catalysts will be ascertained after sieving/ sampling.

FORMAT FOR PRICED BID

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 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 is a sample format only for help for the bidders

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. 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.
6. The sieved spent catalyst shall be transferred to respective drums and its weight will be recorded.
7. 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) **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.
- 2) 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.
- 3) Drums will be sealed thereafter.
- 4) All the samples collected shall be jointly sealed by NRL and the participating bidders.
- 5) **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.** Bidder to quote Fixed Premium / Discount towards platinum content in percentage per Kg of Spent Catalyst in the priced-bid after compensating any deviation in this regard, recovery cost etc.
- 6) Sample bottles will be arranged by the participating bidders.
- 7) Empty drums will be supplied by NRL.
- 8) 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.

EOI & Tender for disposal of spent catalysts containing "platinum" and "platinum & rhenium"
from Numaliaarh Refinery Limited (NRL) - Tender No. WH/Disposal/22

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

Illustrative example of calculation of Bid Submission Price

Say,		
LPPM Platinum price per Troy Ounce	:	USD 949.37
Currency Conversion factor (USD: INR)	:	74.2939
LPPM Platinum price per Troy Ounce (in Rs)	:	Rs. 70,532.40
1 Troy Ounce	:	31.1035 gm
1 gm Platinum Cost	:	Rs. 2,267.67
Wt. % of platinum content as per fresh catalyst	:	0.3% (say)
In 1000 gm of spent catalyst, Platinum content is	:	3 gm
Price of 1 kg of spent Catalyst (in Rs) as per LPPM	:	Rs. 6,803.00

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,

$$\begin{aligned}
 \text{Spent Catalyst bid price per Kg} &= (\text{Pt. Rate per Gram} \times \text{wt\% of platinum content as per fresh catalyst} \times 1000) \pm \text{Fixed Premium or Discount in percentage towards Platinum content, as the case may be, per Kg. of Spent Catalyst} + \text{Fixed amount towards rhenium content per Kg of spent catalyst.} \\
 &= \text{Rs. 6,803.00} - (8\% \text{ of Rs. 6,803.00}) + \text{Rs. 200/-} \\
 &= \text{Rs. 6,803.00} - \text{Rs. 544.24} + \text{Rs. 200/-} \\
 &= \text{Rs. 6,458.76}
 \end{aligned}$$

If, Net Wt. of Spent catalyst in Kgs : 8,505 Kg (say)

Then,

$$\begin{aligned}
 \text{Bid submission Price will be} &= \text{Spent Catalyst bid price per kg} \times \text{Net Wt. of Spent catalyst in Kgs.} \\
 &= \text{Rs. 6,458.76 per Kg} \times 8,505 \text{ Kg} \\
 &= \text{Rs. 5,49,31,753.80}
 \end{aligned}$$

Note : Taxes and Duties will be extra as applicable.

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. In the event our offer is found acceptable and contract is awarded to us, the complete tender document including all corrigendum / addendum / clarification, if any shall be considered for constitution of Contract Agreement.

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

- 1) EOI cum Tender Document(s)
- 2) Corrigendum / Addendum/ Clarification (if any)
- 3) SOR / Price bid format

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.

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

INTEGRITY PACT

INTEGRITY PACT

NOTE TO BIDDER:

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

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

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

1. Shri Vijender Kumar Jain, IRSS (Retd.)
Flat No. 2, Building No. 1,
Park view Apartment,
Mandigaon Road,
New Delhi – 110030
Mobile No: +91-9818834729
Email: vijender126@yahoo.com
2. Shri Arun Kumar Gupta, Ex-CMD
Shipping Corporation of India,
E-68 B, Nandanvan CHS, Sector 17
Nerul, Navi Mumbai, Pin 400706
Mobile No: +91-9833880764
Email: guptaarun55@rediffmail.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 for..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.



- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

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



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

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

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

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.



- (3)The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitors

- (1)The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



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



Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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


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

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

Place

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

Date

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