

NUMALIGARH  
REFINERY  
LIMITED



A GOVERNMENT OF INDIA ENTERPRISE

TENDER DOCUMENT

FOR

**Unloading of old Catalyst & reloading of new Catalyst  
in all the reactors in Motor Spirit Plant (MSP) at  
Numaligarh Refinery Limited, Assam  
(COMM/C26/6459)**

**(Tender No. OC26000094/NIR)**

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED  
(A Govt. of India Enterprise)

## **LETTER INVITING TENDER**

**Contact person:**

Ms. N. Das; CM (Commercial)

Numaligarh Refinery Limited

Phone : 03776-265498; E-mail ID: [nirmali.das@nrl.co.in](mailto:nirmali.das@nrl.co.in)

Ref.: OC26000094/NIR

Date: 12.04.2019

**Sub : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459).**

**Tender No. : OC26000094/NIR**

Dear Sirs,

Online offer in **Two Bid** is invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459).
2. **Earnest Money Deposit** : **Rs. 49,000/-**(Rupees Forty Nine Thousand only)  
**(The EMD must be submitted on line within 06.05.2019. If the EMD is not received within the stipulated date, offer shall not be considered for opening).**  
~~In case of MSE registered bidders – bidder has to have the UAM (Udyog Aadhaar Memorandum) no. registered on CPP Portal.~~
3. **Contractual Period** : The subject job shall be completed in 15 (Fifteen) days (Approx.) from the date of site handover excluding mobilization time. Mobilization includes manpower reaching at site, preparation for work and making everything ready for taking work permit. Thereafter execution of the job till hand over to operation shall not take more than 15 days. Subsequent upon handover to operation, NRL need to check the performance of the reactor as per sequence of operation for the unit. Demobilization shall be done accordingly based on the performance.
4. **Bid submission end date online** : Up to 11 AM on **06.05. 2019.**
5. **Bid opening date** : After 11AM on **07.05.2019**
6. **Place of submission of bid:** At e-tender portal i.e. <https://eprocure.gov.in/eprocure/app>.
7. **Submission of Bid:**

Being an e-tender the bid has to be submitted online in the e-tender portal i.e. <https://eprocure.gov.in/eprocure/app>. Kindly refer **Appendix-A** for the detailed procedure.

**The Techno- Commercial Bid & Price Bid needs to be submitted online.**

**For any assistance, please contact the following person:**

**Dhiraj Mohan Saikia,**

Phone No **03776- 265815,**

E-mail: [z\\_tender@nrl.co.in](mailto:z_tender@nrl.co.in)

All corrections and alterations in the entries of tender paper shall be signed in full by the tenderer with date. No erasures or over writing are permissible.

**8. Earnest Money:**

The bidder shall deposit Earnest Money Deposit in the **online portal through the link <https://easypay.axisbank.co.in/nrli.e> within **06.05.2019 at 11.00 hrs.**** Please note that EMD amount only in **online mode is acceptable** and no other mode i.e. offline or hard copy is not acceptable.

### **Procedure or Process for Online Submission of EMD:**

- (i) Bidders will open the link <https://easypay.axisbank.co.in/nrl> and type the Tender ID for which EMD is to be paid and click on the option “Validate”.
- (ii) The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
- (iii) The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.
- (iv) The bidder is also required to enter his preferred account No. and IFS Code twice for receiving EMD refund. In case of any mismatch in the account No. or IFS Code entered twice, the web page will prompt the bidder to correct the data and then allow to proceed with payment.
- (v) The Bidder is then required to enter verification code as displayed in the web page and click on the option “Submit”.
- (vi) The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).
- (vii) Bidder is required to accept the payment Terms and Conditions and select his preferred mode of payment from the options provided, viz., Net Banking (Axis Bank or Other Banks), Credit/ Debit Cards or NEFT/RTGS.
- (viii) In case of Net Banking, the bidder will enter his User ID/ Password/ Transaction Password and One time password as per the online payment system of the Bidder’s Bank.
- (ix) For Credit/ Debit Card payment, the Bidder will enter his Card Number, Expiry Date, CVV and ‘Verified by VISA’ or ‘Master Secure’ password as applicable.
- (x) For bidders selecting the payment option of NEFT/ RTGS, the web page will generate a challan with a Dynamic/Virtual Account Number, IFS Code, Account Name and Amount. The bidders can take a print out of this challan or just note the relevant details and initiate the NEFT payment from their Bank.
- (xi) A receipt will be generated after successful payment (irrespective of the mode of payment). Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

### 9. **Scope of work and Supply:**

The scope of work & supply of this work will be in accordance with the Special Conditions of Contract, Schedule of Rates and as per the direction of Engineer-in-charge.

### 10. **Rate:**

Rate should be quoted as per enclosed **Schedule of Rates in Online BOQ.**

### 11. **Evaluation criteria:**

**The tender item is non-splitable and evaluation will be done on overall lowest offer basis.**

### 12. **Security deposit:**

Contractors have to submit Security deposit as per GCC of NRL.

A sum of 10% of the accepted value of the tender or the actual value of work done whichever is applicable (due to any additional work or any other reasons) shall be deposited by the Contractor as Security Deposit. This may be deposited initially at 2 ½ % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 7 ½ % to be recovered from bill against work done.

### 13. **Defect Liability Period:** 03 months from date of completion of job.

### 14. **Measurement of work:**

Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.

15. **Terms of payment:**

Within 30 days after receipt of invoices complete in all sides. Payment shall be made after successful completion of work based on certification made for payment by E-I-C.

The above payments are subject to deductions towards security deposit, income tax other recoveries as applicable as per terms of the contract.

16. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes. **However, the quoted price will be exclusive of GST. GST as applicable will be loaded by NRL.**

17. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, penalty (monetary or otherwise) as deemed fit by the Officer-in-charge will be levied as per the provisions in NRL GCC and provisions of the tender and the same shall be final and binding on the contractor.

18. **Other terms and conditions:**

- (a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (e) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) SM(MSP Ops), NRL shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (h) The General Conditions of contract of NRL will be applicable for this contract also. Intending tenderer may see the General Conditions of Contract of NRL at the Commercial Department of NRL site office on any working day during office hours or may visit our website [www.nrl.co.in](http://www.nrl.co.in).
- (i) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (j) One authorized representative of the vendor/contractor may remain present during the tender opening on the due date, time and venue.
- (k) No escalation of contract value, in any form whatsoever will be entertained during the contract period.
- (l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer ‘Circular of Wages for Contract Workmen’. This circular is available at NRL Website [www.nrl.co.in](http://www.nrl.co.in) (Tenders >TenderManualunder heading “Circular of Wages for Contract Workmen”).**
- (m) No mobilization advance will be paid to the contractor for execution of this work.
- (n) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job.
- (o) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**

- (p) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract.**
- (q) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
  - (i) The Contract Labour (Regulation and Abolition) Act,
  - (ii) The Minimum Wages Act.
  - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
  - (iv) The Workman's Compensation Act.
  - (v) The Payment of Wages Act,
  - (vi) The Payment of Bonus Act,
  - (vii) The Employees Provident Fund & Misc. Provisions Act,
  - (viii) Family Pension Scheme,
  - (ix) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

#### **Provident Fund**

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

#### **ESI Fund**

- a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.
- b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.
- c) Actual calculated ESI amount will be withheld from RA bill in case of non-submission of the above document.
- (s) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL.
- (t) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.

#### **19. AMENDMENT OF BIDDING DOCUMENT:**

- i. NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. Addendum shall be issued to only those bidders, who have been issued the Bidding Document or submitted acknowledgement cum consent letter as per the Performa enclosed in the Bidding Document.
- ii. In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

**The bidder must submit PF Code, IT PAN No. and GST Registration Certificate along with their offer.**

**GM (Commercial) I/C  
Numaligarh Refinery Limited**

## SPECIAL CONDITIONS OF CONTRACT

### Scope of Work:

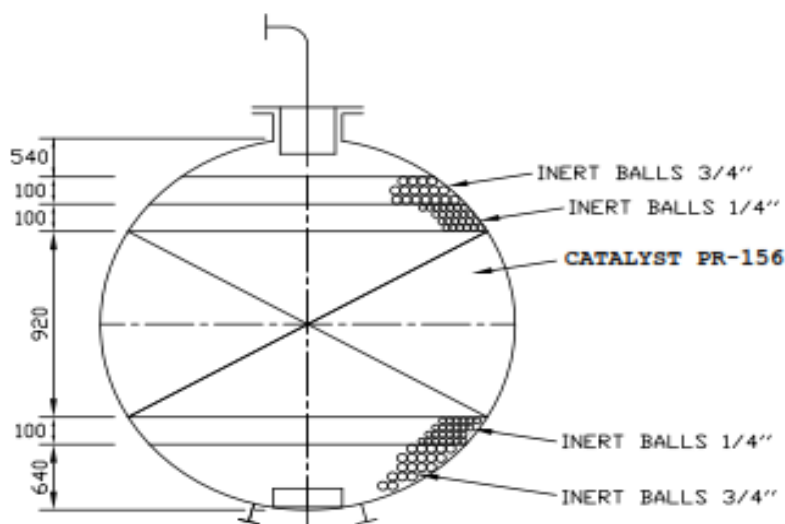
The scope of work include deployment of all tool and tackles, manpower and render all necessary services, to carry out catalyst replacement job. The job includes but not limited to the following:

Some of the Catalysts are highly sensitive to moisture poisoning even in ppm level. Hence moisture ingress to the reactor to be avoided at all cost and complete job is to be carried out under N<sub>2</sub> atmosphere.

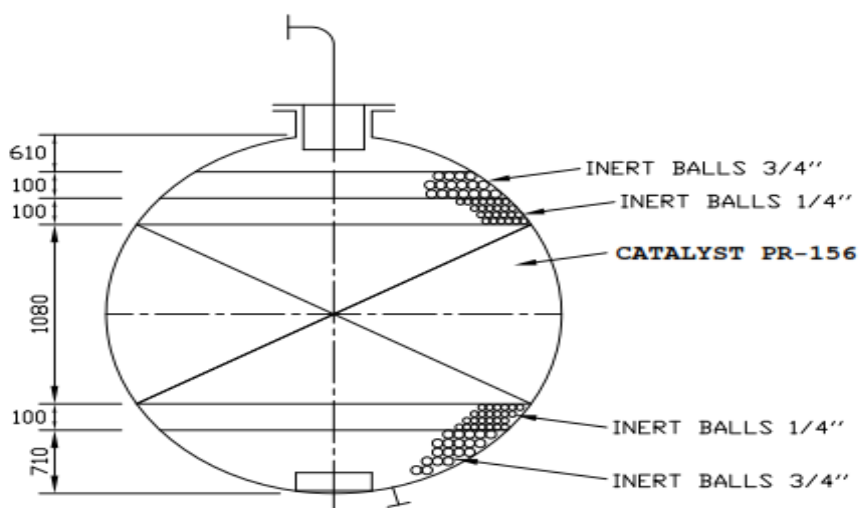
Following are the details of catalyst/absorbents/ dryers to be unloaded and loaded with new one. Detail drawing for each of the Reactors are available at site.

| SI No | Reactor                  | Reactor description                      | Volume(M3)                               | Typical Loaded Density(Kg/m3) | Type of loading Sock/Dense | Approx quantity to be loaded (kg) |
|-------|--------------------------|------------------------------------------|------------------------------------------|-------------------------------|----------------------------|-----------------------------------|
| 1     | 16-RB-001                | ISOM BenSat                              | 1.12                                     | 690                           | Dense                      | 790                               |
| 2     | 16-RB-003                | ISOM Catalyst                            | 8.07                                     | 750                           | Dense                      | 6190                              |
| 3     | 15-RB-001/2/3            | CRU Catalyst (03Nos.)                    | 19.76(3.96/5.85/9.95)                    | 750                           | Dense                      | 15116(3029+4475+7612)             |
| 4     | 16-PK-01 A/B,16-PK-02A/B | Feed Dryer(02 Nos.) & H2 Dryer (02 Nos.) | 3.84(1.09X2 Feed Dryer; 0.83X2 H2 Dryer) | 690                           | SOCK                       | 2790                              |
| 5     | 16-VV-005                | ISOM Chloride guard                      | 3.33                                     | 800                           | SOCK                       | 2800                              |
| 6     | 15-VV-005A/B             | CRU Chloride guard(02 Nos)               | 3.068(1.534x2)                           | 770                           | SOCK                       | 2480(1240 Kg per bed)             |
| 7     | 14-RB-001                | NHTU Grading Catalyst                    | 0.34                                     | 880                           | SOCK                       | 315                               |
|       | 14-RB-001                | NHTU Grading Catalyst                    | 0.34                                     | 930                           | SOCK                       | 333                               |
|       | 14-RB-001                | NHTU Grading Catalyst                    | 0.34                                     | 450                           | SOCK                       | 161                               |
|       | 14-RB-001                | Naphtha Hydrotreater                     | 7.377                                    | 760                           | Dense                      | 5887                              |
| 8     | 14-VV-005                | NHTU Sulfur Guard                        | 3.976                                    | 740                           | SOCK                       | 3089                              |
| 9     | 15-VV-021A/B(New)        | CRU Sulfur Guard(New)                    | 0.924(0.462X2)                           | 740                           | SOCK                       | 684                               |

Following are the typical loading diagram for CRU reactors 15-RB-001 & 15-RB-002 (Only Two are Sphere). All other Reactors/Vessels are typical conventional vertical cylindrical vessel . Detail drawing for each of the Reactors are available at site.



**Fig 1: 15-RB-001(CRU 1<sup>ST</sup> REACTOR): SPHERE DIAMETER: 2400 MM**



**Fig 2: 15-RB-002(CRU 2<sup>ND</sup> REACTOR): SPHERE DIAMETER: 2700 MM**

### 1. Unloading:

# Construction of temporary shed for storage of fresh/ unloaded catalyst drums, catalyst samples, tools & tackles etc. near to the reactor.

# Deployment of Vacuum blower assembly, Dust Extractor, loading hoppers etc., and all tools & tackle at the working site.

# Installation of the manual unloading equipment with nitrogen connection for nitrogen bleed.

#vacuum unloading equipment will have to be arranged by the contractor and the vacuuming under inert system may be required for CRU & other reactors.

#Blinding of inlet , outlet lines & its associated connections. Removal of top dome & elbow

#Removal of the liquid distribution trays along with the inert balls and catalyst for cleaning.

#Removal of the top layer of inert ceramic balls wherever is required.

#Removal of complete layer of catalyst (Quantity as per the attached excel sheet)

#All the spent catalyst/ceramic balls are to be stored in plastic liners in drums purged with nitrogen. This is essential in view of pyrophoric nature of used catalyst.

#Take samples from various depths of catalyst separately as directed by EIC/licensor for analysis while unloading. The detail sampling procedure will be as per requirement of licensor/ NRL.

#Removal of the bottom layer of inert ceramic balls manually.

#Cleaning of reactor internals like feed diffuser, trays, Johnson screen etc in N2 environment.

#Cleaning of used ceramic balls and assistance in heat treatment (moisture removal) of new ceramic balls as per direction of EIC.

## **2. Loading of catalyst:**

- # Installation of Dense/sock loading equipment with nitrogen connections for nitrogen bleed.
- # Setting up of loading hopper at reactor top. Fit loading pipe and sock to control valve. Set up life support equipment ready for reloading and technician will enter the reactor with required life support equipment ready for reloading.
- # Screening of old catalyst or fresh catalyst if any as per direction of EIC/Licensors
- # Loading of ceramic balls & catalyst is to be carried out as per the instruction of EIC/Licensors.
- # After clearance from EIC, box up internals which are removed for unloading.
- # Boxing up of top dome, de-blinding of inlet & outlet lines and inlet elbow reversal (box-up) for the reactor system after completion of the jobs inside the reactor.
- # Leak testing & hot bolting during start-up.
- # Sample is to be collected from various depths as per the direction of EIC/licensors during loading of fresh catalyst.

### **Other requirement:**

- # Transportation of empty drums/fresh catalyst drums from store to site and safe storage at earmarked place.
- # Shifting of the spent catalyst drums to the location (within the refinery premises) as advised by EIC.
- # Jobs shall be carried out 24 hours basis. Accordingly manpower shall be arranged.
- # Mobilization time: Mobilization time shall be 25 days from the date of confirmation from NRL. Bidder must mobilize with all the resources (material and manpower) within 25 days of notice period. The Job is planned during the RTA-2019 scheduled in Nov-2019.
- # Contractor has to mobilize all resources as required for the jobs.
- # The contractor has to plan to execute one or more parts of the jobs in parallel. He must submit a detail scheme of execution of entire job, Job safety plan and manpower deployment program with the offer.
- # Entire job shall be subject to stage-wise Inspection and approval of NRL Engineer- In-Charge/Inspection/ Licensors, Particularly before removing / dismantling any reactor internal / catalyst etc the contractor shall apprise NRL EIC/Inspection in written regarding the condition of such internals / catalyst.
- # Cleaning of area after completion of work by removing all scrap and other materials generated to designated place as per direction of EIC.
- # No idle charges for contractor's workmen, tools, equipments deployed for the job, shall be paid in any case.
- # Invoice shall include the price for Mobilization, Demobilization and Execution of the job .

### **NRL Scope:**

Ø NRL shall provide electricity power board, Nitrogen, scaffolding, gaskets, compressed air, drinking water, empty drums free of cost near the working location. However, Contractor shall have to assist during transportation and supervise to fulfill their requirement.

Ø NRL shall arrange induction safety training and gate passes.

Ø NRL shall ensure confine space entry guidelines as per prevailing refinery work permit system.

Ø NRL shall provide forklift/hydra, crane etc. as required for the job free of cost.

\*\* Dense loading will be done using Axens' dense loading apparatus "CATAPAC" and the loading apparatus will be provided by Axens.

**Contractors' scope:**

Ø Arrangement of medically fit manpower (The contractor shall have sufficient no. of skilled manpower who have valid license to work under inert atmosphere inside the reactor as the whole job of catalyst unloading and loading to be carried out under N<sub>2</sub> atmosphere, catalyst being very sensitive to moisture poisoning. Contractor shall send the bio-data of such skilled persons.)

Ø Supply of PPE#s

Ø Arrangement of all the lifting tools & tackles

Ø Inside 24 V lighting arrangement

Ø Lodging, boarding, transportation of contractors' employees & workmen.

Ø Insurance of contractors' employees, workmen, equipment & tools & tackles.

Ø To follow all safety norms as per HSE norms prevailing within the company from time to time.

Ø Carrying out of activities as defined in the scope of work.

Ø Life support system

Ø Complete vacuum unloading equipment under inert system

Ø Catalyst loading equipments.

Ø Tensioning & torqueing equipments.

Any other issues/requirements shall be settled with mutual understanding considering safety and security of the manpower and properties.

**## QUALIFICATION CRITERIA FOR SELECTION OF BIDDERS:**

The contractors applying for the subject work should full fill the following criteria:

# Bidder must have experience of at least 3 nos of similar job of catalyst replacement under inert nitrogen in refineries or other industries. Bidders must submit the reference list of earlier jobs (of similar nature) executed, with a copy of work order in support of the same, with the offer.

**SCOPE OF WORK & SUPPLY:**

The scope of work & supply of this work will be in accordance with your offer and as per the direction of Engineer-in-charge.

**ENGINEER-IN-CHARGE:**

You are requested to contact Senior Manager (MSP Operations), NRL who will be the EIC for this job for further instructions relating to execution of the work.

**PAYMENT TERMS:** Within 30 days after receipt of invoices complete in all sides.

Payment shall be made after successful completion of work based on certification made for payment by E-I-C.

**CONTRACTUAL PERIOD:**

The subject job shall be completed in 15 (Fifteen) days (Approx.) from the date of site handover excluding mobilization time. Mobilization includes manpower reaching at site, preparation for work and making everything ready for taking work permit. Thereafter execution of the job till hand over to operation shall not take more than 15 days. Subsequent upon handover to operation, NRL need to check the performance of the reactor as per sequence of operation for the unit. Demobilization shall be done accordingly based on the performance.

**DEFECT LIABILITY PERIOD:** 03 months from date of completion of job.

Taxes and duties: As applicable.

EIC: HOD (Ops) shall be EIC for the contract.

## **PRE-QUALIFICATION CRITERIA**

**Sub:** Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)

**Tender No.:** OC26000094/NIR

### **BID QUALIFICATION CRITERIA:**

1. The intending bidders for above tender should meet the qualifications as given below:  
**Past Experience** of having successfully completed similar works during last 10 years ending last month should be either of the following:
  - Three similar completed works costing not less than **Rs. 29.69** Lakhs each, or
  - Two similar completed works costing not less than **Rs. 39.58** Lakhs each, or
  - One similar completed work costing **Rs. 49.48** Lakhs.

**\*Similar Works :** *Bidder must have experience of at least 3 nos of similar job of catalyst replacement under inert nitrogen in refineries or other industries. Bidders must submit the reference list of earlier jobs (of similar nature) executed, with a copy of work order in support of the same, with the offer.*

- Note:**
- (i) The bidder must submit copy (ies) of relevant Work Order(s) and Completion Certificate(s) along with the un-priced bid in support of the above criteria. The value of past experience shall be adjusted at a simple rate of 07% for every completed year and/ or part thereof
  - (ii) TDS certificate in addition to certificate issued by principal contractor/private organization (letter of award and job completion certificate etc.) shall form the basis for considering experience and value of work executed under the private organization.
2. Average Annual Turnover during last 3 years, ending 31<sup>st</sup> March of previous Financial Year: At least **Rs. 29.69 Lakhs**. The bidder must submit copy (ies) financial documents – Trading and P/L account(s) certified by Chartered Accountant along with the un-priced bid in support of the above criteria.

### **SPECIAL NOTE TO THE BIDDERS:**

- **The relaxation of Prior Turnover and Prior Experience will not be applicable for “Micro and Small Enterprise (MSE)” and “Start-ups” bidders for the subject tender.**
- **OTHER REQUIREMENT:**

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*It is to be noted that experience as main contractor will only be taken cognizance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed elsewhere under PSUs, limited companies, Government Departments, Quasi government and autonomous bodies. However, in case of sub-contractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will also be acceptable provided the same is endorsed in original by Engineer-in-charge of NRL in terms of job description and value.*

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

3. Bidder should have following valid documents on the date of Closing of tender and copy of the same needs to be submitted along with the technical Bid:
  - i. Provident Fund Registration Number.
  - ii. ESI registration number.
  - iii. Income Tax PAN Number.
  - iv. GST Registration Number.

4. Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered. **Accordingly, the bidder shall submit a self declaration as per format enclosed with Tender Document.** It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

**Non fulfillment of all the above mention Technical & Commercial Qualifying criteria will lead to disqualification of bidder.**

*Offer will be considered only when NRL is satisfied with experience and capability of the tenderer to take up this work.*

## ANNEXURE-I

### **PROPOSED SITE ORGANISATION**

**Sub : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)**

**Tender No. : OC26000094/NIR**

**Name of Bidder :**

Our site organisation shall consists of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge.

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**(SIGNATURE OF BIDDER)**

ANNEXURE –II

**DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS**

**Sub : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)**

**Tender No. : OC26000094/NIR**

**Name of Bidder:**

| Sl.No. | Full postal address of client<br>& name of officer-in-charge | Description of<br>work | Value of<br>contract | Date of<br>commencement | Actual compln.<br>date | Final executed<br>value | Remarks |
|--------|--------------------------------------------------------------|------------------------|----------------------|-------------------------|------------------------|-------------------------|---------|
|--------|--------------------------------------------------------------|------------------------|----------------------|-------------------------|------------------------|-------------------------|---------|

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

**CONCURRENT COMMITMENTS OF THE TENDERER**

**Sub :** Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)

**Tender No. :** OC26000094/NIR

**Name of Bidder:**

| SL. NO. | Full Postal Address of Client & Name of Officer-in-Charge | Description of the work | Value of contract | Date of commencement of work | Scheduled completion period | Percentage completion date as on date | Expected completion |
|---------|-----------------------------------------------------------|-------------------------|-------------------|------------------------------|-----------------------------|---------------------------------------|---------------------|
| 1       | 2                                                         | 3                       | 4                 | 5                            | 6                           | 7                                     | 8                   |

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

**COMPLIANCE TO BID REQUIREMENTS**

**Sub:** Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)

**Tender No.** : OC26000094/NIR

**Name of Bidder:**

We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

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ANNEXURE - V

**BID VALIDITY**

**Sub :** Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)

**Tender No.** : OC26000094/NIR

**Name of Bidder:**

We hereby undertake that our bid for the above stated work shall remain valid for a period of 6 (six) months from the date of opening. In case of our revoking or canceling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

**ANNUAL TURNOVER IN LAST THREE YEARS**

**Sub : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)**

**Tender No. : OC26000094/NIR**

**Name of Bidder:**

| <b>Sl. No.</b> | <b>Financial Year</b> | <b>Turnover</b> |
|----------------|-----------------------|-----------------|
| <b>1</b>       | <b>2015-2016</b>      |                 |
| <b>2</b>       | <b>2016-2017</b>      |                 |
| <b>3</b>       | <b>2017-2018</b>      |                 |

**Copy of CA Certified audited Trading & P/L accounts of respective years to be provided;**

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

### **CHECKLIST FOR SUBMISSION OF BIDS**

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (√) the box for this details furnished in the bid.

|                                                                                                                 |   |  |
|-----------------------------------------------------------------------------------------------------------------|---|--|
| 1. Power of Attorney in the name of the signatory of the bid.                                                   | : |  |
| 2. Validity of bid for 6 (six) months from the date of opening of bid as per format.                            | : |  |
| 3. Earnest Money Deposit/ Notarized copy of EM Part II certificate for MSE bidders                              | : |  |
| 4. Copy of PAN card.                                                                                            | : |  |
| 5. Copy of GST Registration acknowledgement                                                                     | : |  |
| 6. Copy of Provident Fund certificate                                                                           | : |  |
| 7. Organogram with qualification and experience of the personnel to be deployed at site as mentioned in the SCC | : |  |
| 8. Details of concurrent commitment.                                                                            | : |  |
| 9. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you  | : |  |
| 10. Compliance to the requirement of bidding document                                                           | : |  |
| 11. Copy of Audited Trading and profit & loss accounts as proof of turnover.                                    | : |  |
| 12. Each page of the submitted tender document duly sealed & signed.                                            | : |  |

**Bidder should list the exclusion, if any, along with the reasons thereof.**

\_\_\_\_\_  
(SIGNATURE OF THE BIDDER)

ANNEXURE-VIII

**Sub : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)**

**Tender No. : OC26000094/NIR**

01. NAME OF BIDDER :
- ADDRESS :
- PHONE NO :
- MOBILE NO :
- E-MAIL :
- CONTACT PERSON :
02. REGISTRATION NO. & CLASS :  
IF ANY  
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :  
WITH DETAILS Notarized copy of  
EM Part II certificate for MSE bidders
04. PREVIOUS EXPERIENCE :  
(Contractor should submit the  
work order copy and completion  
certificate along with the offer)
05. ESI certificate & Provident Fund certificate :
06. WHETHER SSI UNIT :  
(If yes, please furnish the copy  
of the Registration Certificate)
07. PAN No issued by Income Tax Dept :  
(Please furnish the copy, if any)
08. GST Registration No. :

I/We hereby offer to execute the above mentioned work as per enclosed SOR (PRICED BID) and as per laid down terms and conditions of this Bid document.

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

Date :

Place :

CLAUSES RELATED TO ARBITRATION SHALL BE AS PER THE AMENDMENT BELOW WHEREVER THE TERM GCC APPEARS:

#### **110.0 ARBITRATION:**

**Arbitration Clause for PSEs / Govt. Deptt.** (except a dispute or difference concerning the Railways, income-tax, Customs and Excise Duties),

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either for Arbitration to the sole arbitrator in the Department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

#### **Arbitration Clause for others:**

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all

powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.

- d) The parties 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 in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Managing Director.
  - e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
  - f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
  - g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
  - h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.
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**ANNEXURE-X**

**FORMAT FOR EXEMPTIONS AND DEVIATIONS**

**Sub : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)**

**Tender No. : OC26000094/NIR**

Bidder is required to comply with the requirements of the Bid Document, and not to stipulate any exceptions or deviation.

In case it is unavoidable, Bidder may stipulate exceptions and deviations to bid requirements only as per the format below and enclose this with Part – I of bid.

| Sl. No. | Bid Document Preference |        | Subject | Deviation |
|---------|-------------------------|--------|---------|-----------|
|         | Page                    | Clause |         |           |
|         |                         |        |         |           |

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

**ANNEXURE-XI**

**Sub : Unloading of old Catalyst & reloading of new Catalyst in all the reactors in Motor Spirit Plant (MSP) at Numaligarh Refinery Limited, Assam (COMM/C26/6459)**

**Tender No. : OC26000094/NIR**

Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered. Accordingly, the bidder shall submit a self-declaration as per format below. It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

**PRO-FORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING**

We hereby declared 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.

\_\_\_\_\_  
**(SIGNATURE OF BIDDER)**

Date:

Place:

**Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. Bidder has to select the payment mode as offline and the instrument as bank guarantee in CPPP. There will be an URN no. in the receipt which is generated after successful payment of EMD via online payment (axis bank) gateway. Put the URN no. as instrument no., payment date as issue date, and put any date as expiry date in the CPPP and upload the receipt in the technical slot in the CPPP. It is mandatory to upload the receipt in the technical folder.
- 4) Bidder should prepare the EMD as per the instructions specified in the NIT of the tender document. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid have been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232.

\*\*\*\*\*

**PRICE BID UNDERTAKING**

From: (Full name and address of the Bidder) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

To,

Dear Sir/Madam,

I submit the Price Bid for \_\_\_\_\_ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

Signature of authorized Representative:

**Schedule of price bid in the form of BOQ\_XXXX .xls**

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NRL.

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**TENDER ACCEPTANCE LETTER**

Appendix- C

**(To be given on Company Letter Head)**

Date:

To,

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**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: -**

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Dear Sir,

**1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:**

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**as per your advertisement, given in the above mentioned website(s).**

**2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.**

**3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.**

**4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.**

**5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.**

**6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.**

**Yours Faithfully,  
(Signature of the Bidder, with Official Seal)**