

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

for

**Design, Engineering, Supply, Installation, Commissioning & Maintenance
of IOT infrastructure inside the plant areas of Numaligarh Refinery
Limited as per the Technical Specifications and Scope of works referred
in Annexure-A [PUR-IIS-1000942].**

(Tender No. OC11000132/DIG)

PART – I: UN-PRICED BID



**PREPARED & ISSUED BY
NUMALIGARH REFINERY LIMITED**

A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED
NOTICE INVITING TENDER

JOB NAME:

Design, Engineering, Supply, Installation, Commissioning & Maintenance of IOT infrastructure inside the plant areas of Numaligarh Refinery Limited as per the Technical Specifications and Scope of works referred in Annexure-A [PUR-IIS-1000942].

TENDER DETAILS

E – Tender Reference No : OC11000132
Col. No. : OC11000132/DIG
Tender Publish Date : 22-05-2021 at 1:00 PM
Officer Name : Diganta Bora; CM (Commercial)
E-Mail : diganta.bora@nrl.co.in
Phone : 03776-265409

Note: Only online offer shall be considered against the subject enquiry. For details please go to NRL's e-tendering portal <http://eprocure.gov.in/eprocure/app>.

Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>.
Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>'.

NRL invites Online Bids from Prospective Bidders through e-tendering mode for subject items.

This Tender is being conducted in e-tendering mode and the Bid documents can be downloaded for ONLINE bidding by the bidders, who has the Digital Signature Certificates.

The Tender Document is uploaded in Central Public Procurement Portal (e-procurement) – Govt of India. Bidders are requested log in to the portal for details. Any tender related information like Corrigendum / Extension of Bid Due Date etc. will be uploaded in the CPP Portal henceforth.

For any assistance you may please contact our service provider personal:

Dhiraj Mohan Saikia,
Phone No. 03776 – 265774,
Email ID: z_tender@nrl.co.in
M: 96788 65102

For any Technical Clarification please contact:

- 1. Mr. Dipak Bora; Chief Manager (IIS)**
Numaligarh Refinery Limited
E-mail ID: dipak.bora@nrl.co.in
Mobile No.: 9435154477
- 2. Mr. Rajib Phukon; Chief Manager (P&P Maintenance)**
Numaligarh Refinery Limited
E-mail ID: rajib.phukon@nrl.co.in
Mobile No.: 9435152792

1. Date & Time of Pre bid Conference:

A pre-bid meeting is desirable. Pre bid meeting shall be **held over video conferencing through Microsoft Teams as per the following details:**

Date & Time: 28.05.2021 at 11.00 AM.

Link for Microsoft teams for the pre bid meet is provided below. You will be required to install Microsoft Teams. You may click+ctrl or copy-paste the link in your browser.

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%2Fmeetup-join%2F19%3Ameeting_ZDYzYTNhNTctYTJhNi00MDNkLTkxMDEtYzZhM2Y5MmEwMTY2%40thread.v2%2F0%3Fcontext%3D%257b%2522%2522%253a%2522135b7fba-cc48-43b9-95ac-fce9085482a0%2522%252c%2522Oid%2522%253a%25223c86513d-0c4d-4166-b680-46caa3eec57b%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=6e4c9f6b-e3be-4ea7-9b0c-b861a20093c8&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Join Microsoft Teams Meeting

We can also share the link on request. Please send us a mail for sharing the link to dipak.bora@nrl.co.in or diganta.bora@nrl.co.in. For all technical queries email to be sent to dipak.bora@nrl.co.in and for all commercial queries email to be sent to diganta.bora@nrl.co.in.

2. EVALUATION & ORDER AWARD:

- **Evaluation shall be done on "OVERALL LOWEST OFFER BASIS"** and items are NOT-SPLITABLE. Bidders are requested to quote for all the items of the BOQ as per the tender requirement for consideration of their offer for evaluation on Overall basis.

3. PRE-QUALIFICATION CRITERIA:

- **Please refer page No. 10 to 13 of the tender document.**

SPECIAL NOTE TO THE BIDDERS:

- a) NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credentials against PQC. Authentication may be verified with the issuing authorities by way of direct communication to NRL over official e-mail IDs/Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid.
 - b) Item performance is directly related to uninterrupted operation of plant and public safety. Therefore, PQC cannot be relaxed for MSE / start-up vendor for this subject tender. Pre-Qualifying Criteria (PQC) mentioned in the tender should be complied by all participating bidders.
 - c) Both Manufacturer and their Authorized dealer / channel partner cannot bid simultaneously in the same tender. In case offers are submitted by manufacturers (OEM/ Principals) directly, the offers of dealers shall be rejected for those quoted items without any further communication.
 - d) **Price preference for MSE Bidder:** The price benefit/preference as per MSE policy will be extended only to the original manufacturer and not to trader.
- 4. DOCUMENTS TO BE UPLOADED AS A PART OF PART – I: TECHNO-COMMERCIAL / UNPRICED E-BID:**
- a) Documents in support of PQC of the tender.
 - b) Complete set of tender documents duly signed and stamped.
 - c) Special Instruction to bidders duly signed and stamped.
 - d) Vendor Details as per Format enclosed.

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

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

6. **GENERAL:**

- i) **Consortium/Joint venture bids shall not be accepted.**
- ii) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- iii) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list/ black list apart from other penal actions as deemed fit by NRL.
- iv) 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.
- v) Nil relaxation of Bid Qualification Criteria (Technical, Commercial and Financial) to MSE and Start-up vendors

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Appendix-A regarding 'Instructions for online Bid Submission'**.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <http://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.
- 4) **All documents as per tender requirement should be uploaded online and further no documents will be accepted offline.**
- 5) **Any queries related to tender must be asked or clarified online (after logging with your User ID) before last date of bid submission.**
- 6) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://eprocure.gov.in/eprocure/app>.

Tender Schedule

S.No.	Title	Date & Time
1	Tender Publish Date	22-05-2021
2	Tender document download start date & time	22-05-2021 at 05:00 PM
3	Pre Bid Meeting date & time	28-05-2021 at 11.00 AM
4	Tender document download end date & time	11-06-2021 at 11.00 AM
5	Bid Submission start date & time	22-05-2021 at 05:00 PM
6	Bid Submission end date & time	11-06-2021 at 11.00 AM
7	Bid opening date & time (Technical Bid)	12-06-2021 at 11.00 AM

Bid submission or queries relating to CPP Portal in general may be directed to the CPP Portal Helpdesk at 0120-4200462 / support-eproc@nic.in



NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

Ref: - PUR-IIS-1000942

Date: - 09.06.2021

CORRIGENDUM NO.4 TO NOTICE INVITING TENDER

Tender No. : OC11000132

Name of Work: Design, Engineering, Supply, Installation, Commissioning & Maintenance of IOT infrastructure inside the plant areas of Numaligarh Refinery.

A. Extension of bid submission date and bid opening date:

Bid submission end date:	Extended to: 18/06/2021 at 11.00 AM
Bid opening date (Technical):	Extended to: 19/06/2021 after 11.00 AM

B. SOR COPY PUBLISHED- To be submitted along with un-price bid without price quote.

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

GM (Commercial),I/c
Numaligarh Refinery Limited
Numaligarh, Dist : Golaghat
Assam – 785 699

Copy to: NRL website (www.nrl.co.in)
Govt. website
E-Tender portal

CORRIGENDUM NO.3 to TENDER-OC11000132**Tender No.** : OC11000132**Name of Work:** Design, Engineering, Supply, Installation, Commissioning & Maintenance of IOT infrastructure inside the plant areas of Numaligarh Refinery.

Existing clause	Revised as
Ref Corrigendum Date: - 27.05.2021 WARRANTY AND SUPPORT x) One experienced service engineer shall be stationed at NRL for 12 Months after handing over the system to NRL for system stabilization and support in bidder's payroll.	x) One experienced service engineer shall be stationed at NRL for 60 Months after handing over the system to NRL for system stabilization and support in bidder's payroll.
Annexure A 39.0 WARRANTY AND SUPPORT x) One experienced service engineer shall be stationed at NRL for 12 Months after handing over the system to NRL for system stabilization and support in bidder's payroll.	x) One experienced service engineer shall be stationed at NRL for 60 Months after handing over the system to NRL for system stabilization and support in bidder's payroll.
AGREED TERMS & CONDITIONS (ATC) , PG 5, SL NO 9.0 PAYMENT TERMS: ii) 10% of the remaining supply cost + 100% of the total installation & commissioning charges+ Warranty charges for network equipment's for 60 Months will be paid after 30 (thirty) days of go live and un-interrupted successful commissioning of the whole system & handover the system to NRL.	ii) 10% of the remaining material supply cost + 100% of the total installation & commissioning charges for network equipment's for 60 Months will be paid after 30 (thirty) days of go live and un-interrupted successful commissioning of the whole system & handover the system to NRL and handing over of all deliverables and training to NRL as per scope of work. Other clauses of payment terms shall remain unchanged.
Tender No-OC11000132 Pre-Qualification Criteria (PQC) of the Tender Document Page No-10 , Clause -1.5 Past Experience of having successfully completed similar works (Definition of similar work in para. 2.1) during last 5 years ending last day of the month, proceeding the month in which bids are invited should be either of the following :- ☐☐One similar work costing not less than Rs.501.62 Lakh or ☐☐Two similar works costing not less than Rs.408.59 Lakh each or ☐☐Three similar completed works costing Rs.306.37 Lakh each	Past Experience of having successfully completed similar works (Definition of similar work in para. 2.1) during last 10 years ending last day of the month, proceeding the month in which bids are invited should be either of the following :- ☐☐One similar work costing not less than Rs.501.62 Lakh or ☐☐Two similar works costing not less than Rs.408.59 Lakh each or ☐☐Three similar completed works costing Rs.306.37 Lakh each



NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

Ref: - PUR-IIS-1000942

Date: - 27.05.2021

CORRIGENDUM NO.1 to TENDER-OC11000132

Tender No. : OC11000132

Name of Work: Design, Engineering, Supply, Installation, Commissioning & Maintenance of IOT infrastructure inside the plant areas of Numaligarh Refinery.

Tender change required:

1. Warranty period in the tender documents is wrongly inserted as standard clause. The same need to be ignored and it should be as per Annexure- A.
2. Past experience is revised as within 5 years in place of 3 years

The details changes are given below:

Documents/ Page No/ Clause No	The existing clause	Revised As
TENDER No.: OC11000132 <u>AGREED TERMS & CONDITIONS (ATC)</u> Page No-5 Clause-12	<u>GUARANTY / WARRANTY PERIOD:</u> Vendor shall provide warranty/Guaranty of minimum 24 months from the date of supply or 12 months from the date of commissioning/Installation (whichever is earlier) for the supplied items. During warranty period vendor is responsible for uninterrupted availability of the supplied items or accessories. Any malfunction reported or any manufacturing, material defect revealed during normal operation within warranty period, vendor shall arrange for immediate repair/replacement of the items free of cost without any financial implications to NRL and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee	<u>WARRANTY AND SUPPORT</u> i) NRL shall not procure any spares/ consumables during the warranty period and maintain the system from the mandatory spares supplied by the vendor. However, vendor must arrange to keep sufficient quantity of spares at site to minimize down-time in case of failure. ii) All the supplied items shall be covered under Comprehensive onsite warranty for a period of 5 (Five) years from the date of system handover. The OEM shall provide on-site support valid for a period of 5 (Five) years from the date of acceptance of complete supplied solution. iii) OEM Warranty for active products to start from the 12th Month from the date of PO or from the date of commissioning whichever is earlier. iv) If bidder fails to commission the project within 12 month from the date of PO, then additional warranty from OEM needs to arrange by the bidder at no extra cost to NRL so that total 5 years warranty services are available to NRL from the date of commissioning. v) The warranty shall be extended and available anywhere in India. vi) Warranty shall cover repairs and replacements necessary to keep the equipment in good working order on reasonable use of the



NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

	period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation	equipment during the warranty period. Periodic maintenance check should be carried out to keep the equipment in good working conditions. Maintenance will include all plastic and/or rubber parts. The warranty shall also include adapters, cables, connectors supplied under this order for the warranty period. If the same needs to be changed / replaced during the warranty period, the same needs to be done without any cost implication. vii) All the supplied equipment's shall be in operation for 24 hours and 365 days basis. viii) All necessary tools, tackles and accessories required to complete the scope of work as per tender document is in the scope of the contractor, at no extra cost to NRL. During the warranty period the bidder shall arrange for transport / packing / courier for any equipment in case of any equipment is required to be taken to bidder's / OEM's office/factory. The bidder shall also ensure for operational replacement of the equipment in case of repair time being more than 2 days. ix) During the warranty period based on the job requirements, for additional assistance, contractor shall arrange the necessary skilled / unskilled manpower on their own. However in case of emergency, bidder may have to deploy the personnel on Saturdays/Sundays/Holidays. x) One experienced service engineer shall be stationed at NRL for 12 Months after handing over the system to NRL for system stabilization and support in bidder's payroll. xi) For major breakdown jobs, trained specialist visit for troubleshooting in addition to site engineers if required as per requirement, vendor shall arrange the visit to resolve the problems without additional cost to NRL.
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NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

<u>Tender No-OC11000132</u> <u>Pre-Qualification Criteria (POC) of the Tender Document</u> <u>Page No-10</u> <u>Clause -1.5</u>	Past Experience of having successfully completed similar works (Definition of similar work in para. 2.1) during last 3 years ending last day of the month, proceeding the month in which bids are invited should be either of the following :- ➤ One similar work costing not less than Rs.501.62 Lakh or ➤ Two similar works costing not less than Rs.408.59 Lakh each or ➤ Three similar completed works costing Rs.306.37 Lakh each	Past Experience of having successfully completed similar works (Definition of similar work in para. 2.1) during last 5 years ending last day of the month, proceeding the month in which bids are invited should be either of the following: ➤ One similar work costing not less than Rs.501.62 Lakh or ➤ Two similar works costing not less than Rs.408.59 Lakh each or ➤ Three similar completed works costing Rs.306.37 Lakh each
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All other terms and conditions of the Tender Document remain unchanged.

For
Numaligarh Refinery Ltd.

Diganta Kumar Bora,
CM (Commercial)
9435703074

INTEGRITY PACTNOTE 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 Monitors appointed to oversee implementation of Integrity Pact Programme at NRL are mentioned below.

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

1. Shri Ajit Mohan Saran , IAS (Retd)
House No. A1/88 (GF)
Safdurjung Enclave
New Delhi – 110 029
Mobile – 91-9810701876
Email – ams057@gmail.com
2. Shri Vijender Kumar Jain
Flat no. 2, Building No. 1
Park View Apartment
Mandigaon Road
New Delhi – 110030
Mobile No.: 91-9818834729
Email: vijender126@yahoo.com



INTEGRITY PACT

Between

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

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for Tender No.dated for the job ".....". 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

एन.के. बुडागोहाई/N.K. BURAGOHAIN
Place:
नमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम - 785 699 / Golaghat, Assam - 785 699

Date

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

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)