

Bid Document

Bid Details	
Bid End Date/Time	04-08-2021 14:00:00
Bid Opening Date/Time	04-08-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Na
Organisation Name	N/a
Office Name	Numaligarh Refinery Limited
Item Category	Custom Bid for Services - Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL for total 16 mandays in as per Special Conditions of Contract enclosed with Tender Document
Contract Period	1 Year(s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	606400
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required

Pre Qualification Criteria (PQC) etc if any required:[1626260060.pdf](#)

Scope of Work:[1626260216.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1626260659.pdf](#)

Service Level Agreement (SLA):[1626260316.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1626260686.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1626260716.pdf](#)

Instruction To Bidder:[1626260888.pdf](#)

Payment Terms:[1626260921.pdf](#)

GEM Availability Report (GAR):[1626260953.pdf](#)

Custom Bid For Services - Snapshot Condition Monitoring With Periodic Onsite Checking Of Reciprocating Compressors In NRL For Total 16 Mandays In As Per Special Conditions Of Contract Enclosed With Tender Document (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL for total 16 mandays in as per Special Conditions of Contract enclosed with Tender Document
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Quantity of Procurement (to be chosen 1 in all circumstance s)	Additional Requirement
1	Samiran Gogoi	785699,Numaligarh Refinery Limited, General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA ENTERPRISE

**TENDER DOCUMENT FOR – “ANNUAL RATE
CONTRACT (ARC) FOR SNAPSHOT
CONDITION MONITORING WITH PERIODIC
ONSITE CHECKING OF RECIPROCATING
COMPRESSORS IN NRL.”**

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED NOTICE INVITING TENDER

Date: 14.07.2021

Dear Sir,

Online offers in **Two Part Bid** are invited by Numaligarh Refinery Ltd in GeM Portal for the work as detailed below:

(Indented service against this tender is related to public safety, health & critical operation. Hence, relaxation of Past Experience Criteria and Prior Annual Turnover Criteria for MSEs & Start-ups will not be applicable for this tender)

1. **Name of the work** : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.
2. **Earnest Money Deposit (EMD)** : **NIL**. However, bidders are required to submit "Declaration for bid security / Earnest Money Deposit (EMD)" enclosed as **Annexure-X** below.

However, MSE bidders are exempted from submission of above declaration. MSE bidders are required to upload UAM or EM Part-II.
3. **Contract Period** : 01 (one) year with a provision for extension of the contract by another 01 (one) year at the same price and terms & conditions.
4. **Online Bid Submission:** : As per GeM bid document.
5. **Bid Opening date & time** : As per GeM bid document.
6. **Place of submission of Bid** : GeM Portal
7. **Date & Time of Pre bid Conference / Venue** : Not Applicable
8. **Submission of Bid** : Being an e-tender, the bid has to be submitted online in the GeM portal.
9. **Scope of work and Supply** :

The scope of work & supply of this work will be in accordance with Special Conditions of Contract (SCC), Tender document, SOR and as per the direction of Engineer-in-charge of NRL.

10. **Rate** : Firm Rate (inclusive of all taxes, duties, levies) should be quoted in priced bid in GeM Portal.
11. **Evaluation & Award Criteria** :
- (i) The tender items are non-splitable and evaluation will be done on 'Lowest Offer Basis'.
 - (ii) MSE Policy will get precedence during evaluation of the Tender.
12. **Security Deposit** : Applicable as per clause no. 07 of Agreed Terms & Conditions (ATC) enclosed with this tender document. Security Deposit shall be released after expiry of Defect Liability period.
13. **Defect Liability Period** : 12 (Twelve) Months from the date of completion.
14. **Measurement of Work** : Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge (EIC).
15. **Terms of Payment** : Payment shall be made after completion of each visit & submission of all necessary reports.

Further break-up of payment terms if deemed necessary shall be decided by the E-I-C. The above payments are subject to deductions towards security deposit, income tax and other recoveries/deductions as applicable as per terms of the contract.

16. **Price, Taxes, and Duties:** Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties & levies on which no variation will be allowed.
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 Engineer-In-Charge (E-I-C) 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) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
 - (b) Variation in the value of the work will not vitiate the tender agreement.
 - (c) 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.
 - (d) 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.

- (e) **Chief Manager (Mech. Maint.), NRL Numaligarh** shall be the Engineer-in-charge (E-I-C) of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (f) 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.
- (g) **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.**
- (h) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (i) **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 (Tender Room -> Circular of Wages for Contract Workmen).**
- (j) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 104.1 (ii) of GCC).
- (k) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause 107.2 of GCC).
- (l) 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 Payment of Wages Act,
 - (v) The Payment of Bonus Act,
 - (vi) The Employees Provident Fund & Misc. Provisions Act,
 - (vii) Family Pension Scheme,
 - (viii) 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.
- (m) 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.

- (n) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (o) The guidelines and procedures for Holiday Listing are available separately in NRL website and shall be applicable in the context of all tenders / all orders/ contracts / purchase orders. It can be accessed using the following link:
<https://www.nrl.co.in/upload/HolidayListingPolicy.pdf>

19. **ADDENDA/CORRIGENDA 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/corrigendum 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.
- (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 IT PAN No, GST registration Certificate and PF registration Certificate, ESI with their offer.

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

PRE-QUALIFICATION CRITERIA (PQC)

Job Name: Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL

The intending bidders for above tender should meet all the qualification criteria mentioned below:

A) PAST EXPERIENCE CRITERIA : Past Experience of having **successfully completed **similar works** in any **PSU/Govt. agencies** during last 10 (ten) years, ending last date of month previous to the one in which bids are invited; should be either of the following:

- **One** similar work costing not less than = **Rs.3.03 Lakhs**
- Or, **Two** similar works costing not less than = **Rs.2.43 Lakhs each**
- Or, **Three** similar works costing not less than = **Rs.1.82 Lakhs each.**

**** Similar Works:** Snapshot/online condition monitoring and analysis of reciprocating compressor in any PSU/Govt. agencies.

Documents to be furnished by Bidder along with Technical bid: Copy (ies) of Work Order (WO), Schedule of Rates (SOR) and Completion Certificate issued by PSU/Govt. agencies, as a proof of compliance to the Past Experience Criteria.

Note to bidders:

1. The value of past experience shall be adjusted at a simple rate of 07% for every completed year and / or part thereof ending last day of the month proceeding the month in which bids are invited.
2. Bidders are to note that no further communication may be done to ascertain their Pre-Qualification at the time of evaluation of bids, particularly for PO copies submitted with bid shall only be considered for evaluation. The offers with irrelevant purchase order copies / documents/without PO copies may be straightway rejected without any communication. Hence, bidders are requested to take utmost care while submitting their Pre-Qualification documents, annexures etc. along with un-priced technical bid.

B) AVERAGE ANNUAL TURNOVER: During the last 3 years, shall be at least Rs.1.82 Lakhs.

Note: Bidders to submit copies of audited Trading and P/L account(s) for the last three financial years in support of annual turnovers or certification of annual turnover for the last three financial years from a registered chartered accountant firm. In absence of audited Trading and P/L account(s) for FY 2020-21, bidder may submit the documents pertaining to FY 2017-18.

- C) Bidder who is on holiday list by NRL or any other Oil sector PSU will not be considered. **Accordingly, the bidder is required to submit a self-declaration as per format enclosed with Tender Document.** It may be noted that if this declaration is not submitted or the same 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.
- D) **POSSESSION OF VALID GST REGISTRATION CERTIFICATE:** Bidders are requested to upload their 'VALID GSTIN/UIN Certificate' along with the Bid Document. NRL at its discretion may not consider the bidder's bid for further evaluation if the same is not found uploaded with the bid or not found to be valid in GST portal.
- E) **ADDITIONAL REQUIREMENT:** Possession of Income Tax PAN No.; PF code, ESI, etc.

SPECIAL NOTE TO THE BIDDERS:

- 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 who is a 'PSU/ Govt. Agency'.

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.

- NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential 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. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

Document submitted in support of PQC	Communication Address	Email-ID

- Bidders to note that the indented service against this tender is related to public safety, health & critical operation. Hence, relaxation of Past Experience Criteria and Prior Annual Turnover Criteria for MSEs & Start-ups will not be applicable for this tender.**

SPECIAL CONDITIONS OF CONTRACT (SCC)

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL

Contents

1. Job Title
2. Philosophy to be adopted for lining up this contract.
3. Pre-Qualification Criteria
4. Documents to be furnished.
5. Engineer in Charge (EIC)
6. Scope of Contract
 - 6.1 Features of the Contract.
 - 6.2 Details of Work.
 - 6.3 Equipment details.
 - 6.4 Contract Period.
 - 6.5 Terms and Conditions of the contract: Technical
 - 6.6 Special Terms and Conditions of the contract: Safety and Environment:
 - 6.7 Site location & site visit
 - 6.8 Information for preparation of tender
 - 6.9 NRL's Scope:
7. Penalty
8. Annexures

1. Job Title:

Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

2. Philosophy to be adopted for lining up this contract:

- 2.1 The bidder will quote their rate (inclusive of Taxes, duties & other charges) on per day basis.
- 2.2 The financial implication will be calculated based on SOR quantities and item rate quoted by bidder. Successful bidder will be decided on 'Lowest offer basis'.
- 2.3 It may be noted that the exact consumption of quantities as per SOR is not guaranteed. Quantity indicated in SOR is indicative quantity for 01 year requirement.

3. Pre-Qualification Criteria (PQC): Refer PQC mentioned above in the tender document.

Bidders to note that the indented service is for public safety, health & critical operation. Hence, relaxation of Past Experience Criteria and Prior Annual Turnover Criteria for MSEs & Start-ups will not be applicable for this tender.

4. Documents to be furnished:

Following documents are to be furnished along with the bid:

- (a) Documents (i.e. WO copies, SOR, completion certificate) supporting to PQC.
- (b) Undertaking to mobilize manpower as per instruction of Engineer-In-Charge (EIC), NRL.
- (c) Undertaking for Compliance of PPE and all other statutory industrial practices.

5. Engineer in Charge (EIC): EIC for the contract shall be CM (Mechanical Maintenance).

6. Scope of Contract:

6.1 Features of the Contract:

6.1.1 The purpose of the contract is to carry out onsite condition monitoring and analysis of reciprocating compressor with a view to improve safety of the plant, machinery and personnel, reduce maintenance costs, and minimize the production loss associated with unplanned machinery downtime and the number of unscheduled shut-down.

6.1.2 The duration of the contract shall be for 01 (one) year which may be extended for another 01 (one) year as per NRL's requirement at the same rates, terms & conditions and subject to satisfactory performance by the contractor.

The Vendor will make available the services of its personnel for periodic health check-up of each compressor by carrying out onsite data collection and analysis of the P-V diagram, Vibration, ultrasonic detection/other suitable proven technology, rod drop etc.

Types of visit: There will be 02 (two) types of visits to NRL site i.e. Normal visits & Emergency visits.

6.1.2.1 Normal visit: These visits will be planned visits once in every 03 (three) months. Exact date of visit shall be as per a mutually agreed schedule.

6.1.2.2 Emergency visit: There will be no additional visits. Every normal visit is convertible to emergency visit as per requirement of NRL. Contractor has to mobilize man & machine within 72 hrs of intimation by NRL.

6.1.2.3 No. of visits per year: 4 (four) visits, combining Normal & Emergency visit. Each visit will be of 04 (four) days excluding travel days. Visit of the expert will start on the day of reporting at NRL site & end on the day of departure from NRL site. The same shall be considered for billing.

6.2 Details of Work:

6.2.1 Study & analysis of parameters like Rod Loads, PV diagram analysis, Suction and Discharge valve condition, Piston Ring and packing condition, Cross Head and Bearing condition, Vibration, Ultrasonic Noise, and Temperatures etc. and any other parameters necessary for complete health assessment of the machine.

6.2.2 Analyzer, monitoring equipment and its accessories / associated tools required for condition monitoring is in the scope of vendor and should have proper calibration certificate.

- 6.2.3 TDC (Top Dead Centre) marking on the flywheel, or any other necessary arrangement for taking compressor readings shall be in the scope of the service provider. NRL shall provide necessary support for general machining & fabrication (if any) required for the job.
- 6.2.4 Condition monitoring analysis report should include the following:
 - 6.2.4.1 Evaluation of present condition of machine.
 - 6.2.4.2 Complete performance analysis.
 - 6.2.4.3 Detection of problems.
 - 6.2.4.4 Recommendation for immediate and long-term maintenance.
- 6.2.5 Analysis report to be submitted within 07 days from date of monitoring. Report to be submitted in both soft and hard format. If required, presentation on the analysis shall be arranged at site as per instruction of EIC. The report should include present condition of the machine, complete performance analysis (with PV diagram, ultrasonic spectrum etc.) defects and recommendations thereon etc.
- 6.2.6 Bidder to submit the sample analysis report format along with the unpriced offer.
- 6.2.7 Bidder must follow all safety precautions while working at site.
- 6.2.8 Traveling charges (to & fro vendors works to NRL site, train/economy class air fare) shall be reimbursed by NRL at actual on submission of documentary evidence (tickets and/or boarding pass etc.). Travelling charges shall be reimbursed for maximum of one person per visit only.
- 6.2.9 Cost of boarding, lodging, local conveyance etc. is in vendor's scope, no additional payment shall be made towards these items.
- 6.2.10 The mobilization for Normal visit mentioned above shall be within 07 (seven) days from the date of intimation through e-mail / phone / fax by NRL E-I-C.
- 6.2.11 Requirement and schedule of monitoring shall be decided by NRL.
- 6.2.12 Bidders must submit their offer on per day basis.
- 6.2.13 Additional expenses towards boarding, lodging, local conveyance because of rescheduling due to any unavoidable circumstances such as plant shut down or emergency is in vendor scope.
- 6.2.14 The Contract will be organized on Annual rate contract basis. However, payment shall be made after completion of each visit & submission of all necessary report.
- 6.2.15 The Vendor must comply with all the statutory laws governing the execution of such type of jobs.

6.3 Equipment Details:

6.3.1 The brief details of existing equipments in NRL are mentioned below:

- A). Make: DRESSER RAND
 Type: Reciprocating Compressor, Double cylinder, double acting.
 Tag: 14-KA-001A/B (Qty. 02 nos.)
 Service: H2 Recycle gas compressor
 Model: 5.25 & 5.25 X 7 2 PHE1 NL2 @590 RPM
 Serial. No: XB12XF-30/31
 No of stages: 01

- B) Make: DRESSER RAND
 Type: Reciprocating Compressor, Single cylinder, double acting.
 Tag: 16-KA-001A/B (Qty. 02 nos.)
 Service: H2 Make up compressor
 Model: 4.75" X 7" PHE1NL-2
 Serial. No: XB11XF-4 & 5
 No of stages: 01

- C) Make: DRESSER RAND
 Type: Reciprocating Compressor, Single cylinder, double acting.
 Tag: 19-KA-101A/B (Qty. 02 nos.)
 Service: H2 Recycle gas compressor
 Model: 5.0"(SACE) X 7.0" ESH1 NL-2
 Sr. No: XB1XF-875B/876B
 No of stages: 01

- D) Make: FLUITRON
 Type: Reciprocating (Diaphragm Type) Compressor, Single cylinder, double acting.
 Tag: 19-KA-102A/B (Qty. 02 nos.)
 Service: H2 Make up compressor
 Model: YZ-70/150
 Sr. No: No of stages: 02

6.4 Contract period:

Duration of the contract will be initially for One year from the date of handing over of the required work front/site for snapshot online monitoring. There shall be a provision for extension of the contract for another one year depending on requirement of NRL.

6.5 Special Terms and Conditions of the contract: Technical

- 6.5.1 This Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC) and General Purchase Conditions (GPC), including its amendments, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 6.5.2 BIDDER / CONTRACTOR shall adhere to all the instructions covered under GCC, GPC & SCC including all design standards, as stipulated in the respective sections and should be able to submit the required records as evidence for review of OWNER as and when required and shall carry out changes based on PMC / OWNER review.

6.5.3 Notwithstanding the sub-division of the document into separate sections and volumes wherever done, every part of each shall be deemed to be supplementary of every other part and shall be read with and as part of the contract so far as it may be practicable to do so. Where any portions of the GCC are repugnant to or at variance with any provisions of the special conditions of contract, then, unless different intentions appear, the provisions of the special conditions of contract shall be deemed to override the provisions of the GCC shall to the extent of such repugnancy, or variations prevail.

6.5.4 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein, and codes referred. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard / Specifications / Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions / directions of NRL will be binding upon the Contractor.

General Conditions of Contract: NRL's General Conditions of Contract (GCC) applicable for this job.

6.6 Special Terms and Conditions of the contract: Safety and Environment:

6.6.1 Noncompliance of safety norms shall invite panel deduction as per Annexure-VIII of NRL's GCC.

The contractor shall strictly follow the existing work permit system in the Refinery. No work within the Refinery premises should be done without a valid work permit issued by NRL. All cold jobs shall be governed by Company's cold permit system, all hot jobs by hot permit system. Apart from this height permit and Job safety Plan shall also be taken by the contractor on applicable situations. These shall have to be obtained prior to start of any job / activity and permit shall be kept at the work location by the concerned supervisor of the contractor liable for checking at any point of time.

6.6.2 All the contractor workmen including site in charge and supervisor should undertake the statutory Fire & Safety training prevalent in NRL.

6.6.3 Contractor shall have to follow NRL gate pass system for plant entry. Contractor shall abide by all types of Safety, Quality, Health & Environment rules / standard followed in NRL.

6.6.4 Contractor shall take care for safety & security of their staff and materials inside the refinery premises.

6.6.5 Condition and quality of the equipments, tools & tackles has to be verified by a third party at contractor's cost. All lifting equipments, tools & tackles are to be provided with valid calibration certificate by the contractor before commencement of the contract.

6.7 Site location & site visit:

The Project Site is located at Numaligarh Refinery Limited, in the state of Assam, India. It is advisable for the bidder to visit the work location to determine any other resources required for safe & timely successful completion of the job.

The BIDDER / CONTRACTOR is advised to examine the work site, its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering the contract. Claims of any kind due to variation or ignorance of site conditions & environmental conditions will not be eligible in any circumstances.

The BIDDER / CONTRACTOR and any of personnel or authorized representatives shall be granted permission by the OWNER to enter upon its premises for the purpose of such inspection. It is understood that as an implicit condition of such permission, the BIDDER /CONTRACTOR, its personnel and/or authorized representatives shall be understood to have released and indemnified the OWNER and its personnel from and against all liability in respect thereof and to have assumed all responsibility for personal injury (whether fatal or otherwise), loss of or damage to person or property and any other loss, damage, cost and expenses incurred as a result of such visit, including those sustained by any negligence or other act of tort on the part of the OWNER and/or its personnel and Consultants. During such visits the BIDDER / CONTRACTOR shall abide by all the rules and regulations applicable to NRL.

6.8 NRL's Scope:

6.8.1 Issue of necessary permit/clearance to carry out the site jobs.

6.8.2 Power, air, water from the nearest place will be provided by NRL free of cost subject to availability and job requirement and as decided by EIC.

6.8.3 Subject to job requirement NRL will provide earth-moving equipment (Crane, hydra etc.) free of cost.

7. Penalty:

7.1 In event of Delay in job completion or failure to mobilize to meet the mutually agreed schedule, there will be penalty as per NRL GCC.

7.2 Immediate mobilization and completion of work as per mutually agreed and set target is prerequisite for such work, and failing to comply the same may lead to termination of contract with immediate effect. Upon failure of the contractor to comply with any instruction given in accordance with provisions such as quality of work, safety, progress of work in conformity with the prescribed schedule, incompetence to do the work allotted, inadequacy of labour forces required for the work, shortcomings of proper skill for the work and adequate resources, etc., the Engineer-In-Charge will have the right to re-contract or take up the work for execution partly or fully, departmentally or place additional labour forces, tools, equipment's and materials at the cost of the contractor for such part of the work as it may deem necessary for the timely completion of the overall completion of the jobs, after giving a notice of 8 hours. In all such cases, the cost of such works and materials/ resources/ work contracts deployed will be recovered from the contractor. This will be in addition to point at Sl .no. 1 of above.

7.3 The G.C.C of NRL shall govern conditions not covered above.

8. Annexures:

8.1 DATA sheets of the compressors. (attached below)

*****XXXXX*****

AGREED TERMS & CONDITIONS (ATC)

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL

DULY FILLED, SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH BIDDER'S UNPRICED QUOTATION. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01	<u>EVALUATION OF TENDER:</u> The tender item are non-splitable / non dividable. EVALUATION SHALL BE DONE ON LOWEST LANDED COST BASIS and complete order shall be placed on a single agency. Refer details in NIT enclosed.	Noted & Confirmed
02	<u>SCOPE OF WORK AND SUPPLY:</u> The scope of work & supply of this Job will be in accordance with Special Conditions of Contract (SCC), Tender Document, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge of NRL.	Noted & Confirmed
03	<u>RATE:</u> Firm Man-day Rate (inclusive of all other taxes, duties & levies) should be quoted in priced bid in GeM Portal. Variation of rate shall NOT be allowed on any account after due date & time of submission of offer.	Noted & Confirmed
04	Man-day rates shall apply from the day the Expert reports at site and up to the day he leaves NRL Site. No payment shall be made for travel days / period. Refer details in SCC enclosed with the tender.	Noted & Confirmed
05	Man-day rates quoted by bidder must be inclusive of lodging, boarding, medical, local conveyance, all taxes, duties, including income tax, etc. & all other incidental charges.	Noted & Confirmed
06.	Traveling Cost of Expert (to & fro Vendor's works to NRL site, train/economy class air fare) shall be reimbursed by NRL at actuals on submission of documentary evidence (tickets and/or boarding pass etc.). Travelling charges shall be reimbursed for maximum of one person per visit only.	Noted & Confirmed

SN	DESCRIPTION	BIDDER'S CONFIRMATION
07	SECURITY DEPOSIT: Successful bidder has to submit Security deposit as per GCC of NRL. A sum of 3% 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 0.75 % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 2.25 % to be recovered from bill against work done. The earnest money deposited shall be adjusted towards security deposit. Alternatively, the Contractor may, at his option, deposit the full amount of 3% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract. CONTRACTOR can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form.	Noted & Confirmed
08	DEFECT LIABILITY PERIOD: The defect liability period shall be 12 (twelve) months from the date of job completion.	Noted & Confirmed
09	PAYMENT TERM: As per NIT and Special Conditions of Contract (SCC) enclosed with the Tender.	Noted & Confirmed
10	PRICE, TAXES, & DUTIES : Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties and other levies on which no variation will be allowed.	Noted & Confirmed
11.	Please indicate the following: (a) SAC Code: (b) Rate of IGST or CGST& SGST included in quoted price:	 _____ _____%
12.	CONTRACTUAL PERIOD : 01 year with a provision for extension of the contract by another 01 year at the same price and terms & conditions.	Noted & Confirmed
13.	COMPLIANCE TO BID REQUIREMENTS: We hereby confirm our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed

SN	<u>DESCRIPTION</u>	BIDDER'S CONFIRMATION
14.	<u>BID VALIDITY:</u> Bidder to undertake that their bid for the above stated work against shall remain valid for a period of 6 (six) months from the date of bid opening. In case of our revoking or cancelling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid and take penal action as deemed fit as per NRL's holiday listing policy.	Noted & Confirmed
15	<u>FIRMNESS OF PRICES:</u> Quoted prices shall remain firm and fixed till complete execution of the Job.	Noted & Confirmed
16	All other terms and conditions shall be as per NRL's 'General Condition of Contracts'.	Noted & Confirmed

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DATE : _____

SCHEDULE OF RATES (SOR)

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL

Item sl. no.	Item Description	Total indicative Qty for 01 year	UOM (Unit of Measurement)	Total Price
10	Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL for total 16 mandays in as per Special Conditions of Contract enclosed with Tender Document.	16	Man-day	<u>To be quoted in Priced bid in GeM portal</u>
20	<u>To & Fro Travel Charge:</u> To & fro Travel Charge from Vendor's works to NRL site by train/economy class air fare) shall be reimbursed by NRL at actuals on submission of documentary evidence (tickets and/or boarding pass etc.). <i>Travelling charges shall be reimbursed for maximum of one person per visit only.</i>	→ Not to be quoted by bidder. Shall be reimbursed at actuals.		

Note:

- Man-day rates shall apply from the day the Expert reports at site and up to the day he leaves NRL Site.
- Man-day service charge to be quoted by bidder against item sl. no. 10 of SOR must be inclusive of lodging, boarding, medical, local conveyance, all taxes, duties, including income tax, etc. & all other incidental charges.
- Payment against line item sl. no. 10 of SOR shall be made based on actual utilization of man-day services by NRL.
- Payment against item sl. no. 20 of SOR (To & from Travel Charge) shall be reimbursed at actuals based on submission of documentary evidence (tickets and/or boarding pass etc.). Bidder is not required to quote for this item as it is a reimbursable item and charges will be reimbursed at actuals.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DATE : _____

BIDDER RELATED INFORMATION

DULY FILLED, SIGNED & STAMPED COPIES OF THIS CHECKLIST SHALL BE ENCLOSED WITH BIDDER'S UNPRICED QUOTATION.

SN	DESCRIPTION	BIDDER'S CONFIRMATION/COMMENT
1	NAME OF BIDDER :	
2	CONTACT PERSON NAME :	
3	COMPLETE ADDRESS :	
4	MOBILE NO :	
5	E-MAIL ID :	
6	POWER OF ATTORNEY IN THE NAME OF THE SIGNATORY OF THE BID :	
7	COMPLETE TENDER DOCUMENT DULY SEALED & SIGNED :	<i>Confirmed and submitted</i>
9	EARNEST MONEY DEPOSIT If submitted provided the URN number : If not submitted, furnish the reason of EMD relaxation :	<i>Not applicable</i> <i>However, Non-MSE bidders are required to submit "Declaration for bid security / Earnest Money Deposit (EMD)" enclosed as Annexure-X</i>
10	MICRO AND SMALL ENTERPRISES (MSEs) (Please furnish the copy) :	
11	UDYOG ADHAAR MEMORANDUM (UAM) (Please furnish the copy) :	
12	PAN CARD NO (Please furnish the copy) :	
13	GST REGISTRATION NO (Please furnish the copy) :	
14	EMPLOYEES PROVIDENT FUND NO (Please furnish the copy) :	
15	EMPLOYEE STATE INSURANCE NO (Please furnish the copy) :	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

SEAL : _____

ANNEXURES OF TENDER DOCUMENT

1.	Compliance To Bid Requirements and Offer Validity:	:	ANNEXURE – I
2.	Details of Equipment's Tools & Tackles	:	ANNEXURE – II
3.	Details of Similar Works	:	ANNEXURE – III
4.	Concurrent Commitments	:	ANNEXURE – IV
5.	Annual Turnover in Last Three Years	:	ANNEXURE – V
6.	Pro-forma for self-declaration of black listing/holiday listing :	:	ANNEXURE – VI
9.	Micro and small enterprise (MSEs)	:	ANNEXURE – VII
10.	Format for Exemptions and Deviations	:	ANNEXURE – VIII
11.	Indemnity Bond Cum Undertaking (Payment of GST amount and filing of GST return)	:	ANNEXURE – IX
12.	Declaration For Bid Security/Earnest Money Deposit (EMD)	:	ANNEXURE – X

COMPLIANCE TO BID REQUIREMENTS

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

Name of Bidder : _____

Name of Bidder:

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

(SIGNATURE OF BIDDER)

BID VALIDITY

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

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 cancelling 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)

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

Name of Bidder : _____

DETAILS OF EQUIPMENTS TOOLS & TACKLES

The bidder shall submit herein details of equipment, tools, tackles proposed to be deployed for this work and shall indicate in each case whether the same is (a) already owned by bidder and available for use on this Contract.(b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor. In case of (a) present location shall be stated. In case of (b) and (c) location of hirer or supplier shall be stated.

Item proposed to be deployed	Description make model & Capacity	Numbers	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks

Contractor agrees to augment the above chart with additional number/categories of equipment if required to complete the work within the agreed time schedule of completion, as directed by the Engineer-in-Charge.

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

Name of Bidder : _____

Sl. No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual completion time in months	Year of Completion	Remarks

(SIGNATURE OF BIDDER)

ANNEXURE-IV

CONCURRENT COMMITMENTS OF THE TENDERER

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

Name of Bidder : _____

Name of Bidder :

Sl. No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Scheduled completion period	Percentage completion as on date	Expected date of completion

(SIGNATURE OF BIDDER)

ANNEXURE-V

ANNUAL TURNOVER IN LAST THREE YEARS

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

Name of Bidder : _____

Sl. No	Financial Year	Turnover
1	2018-2019	
2	2019-2020	
3	2020-2021 <i>Note: In absence of audited Trading and P/L account(s) for FY 2020-21, bidder may submit the documents pertaining to FY 2017-18.</i>	

Bidders to submit copies of audited Trading and P/L account (s) for the last three financial years in support of annual turnovers or certification of annual turnover for the last three financial years from a registered chartered accountant firm.

(SIGNATURE OF BIDDER)

ANNEXURE –VI

PROFOMA FOR SELF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

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:

Note: *In case any bidder does not submit the self-declaration of black listing/Holiday Listing along with un-priced techno-commercial bid, his offer shall be commercially rejected.*

SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs) BIDDERS:

With reference the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006; notification S.O. 5670(E), dated 9th November, 2018, Ministry of MSME letter D.O. No. 21(8)/2018-MA dated 13th November, 2018, MoP&NG letter ref. No. J- 25011/35/2016-Gen dated 15th November, 2018 and letter F.No. 21(3)/2016-MA dated 7th May, 2018 from Office of the Development Commissioner M/o MSME; Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

A. Qualifying Criteria for MSE Bidder:

- (i) MSE bidder has to mandatorily submit copy of MSE registration document (i.e. Udyam Registration Certificate or Udyog Adhaar Memorandum (UAM) or Entrepreneurs Memorandum (EM Part-II)) from any of the following body :-
 - National Small Industries Corporation (NSIC)
 - District industries Centers(DICs)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
 - Udyog Adhaar Acknowledgment/Udyog Adhaar Memorandum issued by MoMSME
 - Udyam Registration Certificate. (<https://udyamregistration.gov.in>)
 - Any other body specified by the Ministry of MSME (MoMSME)
- (ii) If the bidder fails to submit MSE registration certificate mentioned above in the original tender, the bidder shall not be considered for evaluation as MSE.
- (iii) The MSE registration shall be valid as on date of placement of order
- (iv) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services

B. Additional Qualifying Criteria for SC/ST MSE Bidder:

Definition of MSEs owned by SC/ST shall be as stated below:

- In case of proprietary MSE, proprietors(s) shall be SC/ST
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
- In case of Private Limited Companies, at least 51 % share shall be held by SC/ST promoters.

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the MSE shall additionally submit the following:-

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details or Cancelled Cheque.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
- Notarized copy of a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:-
 - District Magistrate/Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of Ist Class Stipendiary Magistrate).
 - Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
 - Revenue Officers not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
 - Administrator/Secretary to Administrator/Development Officer (Lakshdweep Islands).

C. Additional Qualifying Criteria for MSE Bidders owned by Women Entrepreneurs:

Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be Women.
- In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit notarized copy of the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details or Cancelled Cheque.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
- Self-certification by the women owner declaring herself as women owner of the MSE

D. Benefits Under The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012:

1. Issue of Tender Sets Free of Cost

All Tenders shall be provided free of cost and tender documents are downloadable from the Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> or can be obtained from the Office of General Manager (Commercial). Tenders are also published in NRL Website www.nrl.co.in.

2. Exemption from payment of EMD (Earnest Money Deposit)

MSE units meeting the qualifying criteria (point A above) shall be exempted from paying EMD if EMD is applicable against the tender.

3. Price preference for MSE Bidder:

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value.

In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)

- ii) In case of tender item is non-splittable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

- iii) NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

iv) For Supply of Goods only:

- The quantity against the item(s) of tender may be split to enable ordering of 25% quantity against the item(s) of tender to MSE bidder(s) within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
- The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.
- Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.

- Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.
- While granting purchase preference as above, procurement of goods may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

- *In case where quantity against a line item cannot be split (i.e., minimum 25% to MSEs) or items with single quantity or in grouped item, the complete line item/ group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.*
- *In case, quantity(ies) against an item/ group cannot be split among MSEs, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference and so on.*

v) **For Services only:**

- *The complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.*
- *In case, besides general MSEs, MSEs owned by SC/ ST and/ or MSEs owned by Women are within the price range of L1 bidder's evaluated price + 15%, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference indicated above.*

- vi) In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. Price range within 15% shall be considered for MSE bidders based on the original prices of L1 bidder not on the negotiated prices. However, MSE bidder shall be offered to match the negotiated

prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted prices).

E. Relaxation of Past Tract Record (PTR) for MSEs and Start ups

Indented service against this tender is related to public safety, health & critical operation. Hence, relaxation of Past Experience Criteria and Prior Annual Turnover Criteria for MSEs & Start-ups will not be applicable for this tender.

F. Applicability of the Policy

- i) For a participating bidder, MSE status shall be considered for purchase preference in respect to procurement of goods and services only, if the vendor is registered as MSE for the tendered category of goods / service
- ii) Policy meant for procurement of only goods produced and service rendered by MSEs. However, traders /resellers /distributors /authorized agents will not be considered for availing benefits under Public Procurement Policy 2012 for MSEs
- iii) Public Procurement Policy is applicable for supply of goods and services. Works contract is not covered under the PP Policy for MSME. Accordingly, the clause D 3 (Price preference for MSE bidder) and clause E (Relaxation of past track record (PTR) for MSEs and Startups) as mentioned above will not be extended to works contracts.
- iv) The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

Annexure -VIII

FORMAT FOR EXEMPTIONS AND DEVIATIONS

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

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.

Note: DEVIATIONS, IF ANY, GIVEN ELSEWHERE IN THE OFFER OTHER THAN THIS ANNEXURE SHALL BE NULL & VOID.

Sl. No.	Referred document name/ Tender document page no.	Clause No.	Description of Clause	Deviation proposed by bidder

* Please note that bidders are normally not allowed to take deviations and any deviation listed above may make the bid liable for rejection.

* No deviation shall be accepted pertaining to EMD (if applicable), contractual period, arbitration, security deposit (if applicable), defect liability period, bid validity, BOQ, termination & suspension, force majeure, scope of work & supply, compensation for delay, integrity pact (if applicable), any other bid rejection criteria mentioned in this RFQ.

*This document confirms that bidder has no deviations other than those mentioned above.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

(In Letter Head of Company /Firm)

INDEMNITY BOND CUM UNDERTAKING

Recipient Name: **M/s Numaligarh Refinery Limited**

Assam : Address: NRP Complex, NRL site, Numaligarh, Golaghat, Assam-785699
GSTIN No. 18AAACN6984B1ZD

West Bengal : Address: Forth floor, plot no.31, Bharat Bhawan, 118 Prince Gulam
Md.Shah Road,
Golf Green, Kolkata, West Bengal-700095
GSTIN No.19AAACN6984B1ZB

Delhi : Address: 6th Floor, 15-17, Tolstoy house, Tolstoy Marg, New Delhi-110001
GSTIN No: 07AAACN6984B2ZF

Reference: GeM Bid Document No

Sub : Payment of GST Amount and filing of GST Return for availing Input Tax Credit (ITC) by Numaligarh Refinery Limited (NRL).

Sir / Madam,

With reference to payment of GST amount and filing of GST Return for availing Input Tax Credit (ITC) by NRL as per eligibility provisions for the identified Invoices raised by us, we, M/s..... having our Registered Office at possessing GST Identification No hereby declare and undertake as follows:

1. We have disclosed all the facts relating to our firm to M/s Numaligarh Refinery Limited
2. We hereby agreed and undertake to file GSTR-1 on time i.e. 11th of the next month so that NRL can take Input Tax Credit by matching GSTR-2A.

3. We hereby declare that we shall deposit GST for the related invoices by 20th of the succeeding month as per the provision of GST law.
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month.
5. We hereby agree and undertake to indemnify as under:-
 - a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.
 - b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by you opined by GST Authority.
 - c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
 - i. Any of our Bank Guarantee executed in your favour, if any,
 - ii. Security Deposit paid for any of your work, if any or
 - iii. Other unpaid invoices, if any of us raised with recipient

(Authorized Signature of the Indemnifier)

ANNEXURE X

**(TO BE GIVEN ON COMPANY'S / FIRM'S LETTER HEAD)
DECLARATION FOR BID SECURITY/EARNEST MONEY DEPOSIT (EMD)
(FOR NON-MSE BIDDERS ONLY)**

To,

M/s. Numaligarh Refinery Limited,

Job Name : Annual Rate Contract (ARC) for Snapshot condition monitoring with periodic onsite checking of reciprocating compressors in NRL.

Dear Sir,

After examining/ reviewing provisions of above referred tender document (including all corrigendum/ Addenda), we M/s. _____ **(Name of Bidder)** have submitted our offer/ bid no.

We, M/s. _____ **(Name of Bidder)** hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of M/s Numaligarh Refinery Limited in this regards), if we are in breach of our obligation(s) as per following:

- (a) Have withdrawn/modified/amended, impair or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid: or
- (b) Having been notified of the acceptance of our Bid by the M/s. Numaligarh Refinery Limited during the period of bid Validity:
 - i. Fail or refuse to execute the Contract, if required, or
 - ii. Fail or refuse to furnish the Contract performance Security, in accordance provisions of tender document.
 - iii. Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) I have indulged in corrupt/fraudulent/ collusive/coercive practice as per procedure.

Place:

Date

[Signature of Authorized Signatory of Bidder]

Name: