



NUMALIGARH REFINERY LIMITED

CORRIGENDUM NO. 1 TO TENDER NO. OC06000017/PRA

Date : **July 20, 2016**

Job Name : **Supply of High Rise Platform at NRL**

Tender No : **OC06000017/PRA**

Tender No. OC06000017/PRA dated 15.06.2016 was initially floated for domestic bidding by Indian bidders only. However, based on the Pre-Bid queries and Pre-Bid Meeting held on 04.07.2016 at NRL Site (refer Record Note of Pre-Bid Discussion enclosed), Tender has been amended to Global Tender for International Bidding so that both Indian and Overseas Bidders can participate in this tender.

Amended Tender (i.e. Global Tender) comprises of following documents (copy enclosed)

- (i) NIT (Rev. 01)
- (ii) Technical Document and Corrigendum-1 to Technical Document.
- (iii) Agreed Terms & Conditions (ATC) for Indian Bidders.
- (iv) Agreed Terms & Conditions (ATC) for Foreign Bidder.
- (v) Special Conditions of Contract (SCC) for Indian Bidders.
- (vi) Special Conditions of Contract (SCC) for Foreign Bidders.
- (vii) Special Instruction to bidders (SIB) for both Indian Bidders & Foreign Bidders.
- (viii) General Purchase Conditions (Indigenous) for Indian Bidders.
- (ix) General Purchase Conditions (Import) for Foreign Bidders.
- (x) Integrity Pact.
- (xi) NRL's Standard PBG Format (Indigenous & Imported Purchase).
- (xii) Format for declaration for not being under liquidation, court receivership or similar proceedings.
- (xiii) Format for Indemnity Bond for Micro and Small Enterprise (MSE) - Applicable for Indian bidder if, bidder is registered as Micro and Small Enterprise (MSE).
- (xiv) Format for Bidder details.
- (xv) Record Note of Pre-Bid Discussion – for the Clarification/ confirmation provided in the Pre-Bid Meeting.
- (xvi) BoQ

Date: July 20, 2016

GM (Commercial & Legal)
Numaligarh Refinery Limited,
Numaligarh, Dist: Golaghat,
Assam – 785 699.



NUMALIGARH REFINERY LIMITED
NOTICE INVITING TENDER (NIT) – Rev. 01

- 1.0 Numaligarh Refinery Limited (NRL) invites e-bids from competent and experienced agencies for the following under two bid system (Part-I: Techno-commercial part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre- Qualification Criteria of the tender document.

SUPPLY OF HIGH RISE PLATFORM AT NRL (Tender No : OC06000017/PRA)	Tender Publishing Date:	20.07.2016 (12.05 Hours)
	Document Download/ Sale Date:	20.07.2016 (12.05 Hours)
	Seek Clarification Start Date:	20.07.2016 (12.05 Hours)
	Seek Clarification End Date:	15.08.2016 (12.05 Hours)
	Bid submission start date:	20.07.2016 (12.05 Hours)
	Bid submission close date (i.e. Bid Due Date)	24.08.2016 (11.00 Hours)
	Bid Opening Date:	25.08.2016 (11.00 Hours)

2.0 **SUBMISSION OF E-BID:**

- 2.1 The E-Bid should be prepared in Two Parts as per the following details.
- i) PART – I : Techno-commercial / Unpriced Bid
 - ii) PART - II : Price Bid
- 3.2 Only online offer shall be considered against the subject enquiry. For details please go to our e-tendering portal <http://eprocure.gov.in/eprocure/app>
- 3.3 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.
- 3.4 For any assistance you may please contact our service provider personnel at Phone No 03776 – 265774, email: z_tender@nrl.co.in
- 3.5 Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Toll free contact number for the helpdesk is 1800 3070 2232.
- 3.6 **Bids received by way of Post, Courier, Fax, Telex or Telegram or email or in open condition shall not be considered.**

3.0 **PRE-QUALIFICATION CRITERIA (PQC):**

- 3.1 Manufacturer shall be ISO 9001 certified.
- 3.2 Manufacturer shall have supplied hydraulic platform to fire services/industries with minimum 50m height during last 10 years to be reckoned from the bid due date. Copy of the purchase orders, completion certificates, contact details of the buyers and performance certificate of the supplied hydraulic platform should be submitted along with offer.
- 3.3 Platform shall be CE Certified. Certificate for the same (3rd party notified) to be submitted with the offer, without which the offer is liable to be rejected. Equivalent of CE certification shall also be considered.
- 3.4 In case of Indian agent / representative / distributor submits offer on behalf of their overseas manufacturer, they must have their sales & service network in India thru their authorized agency / representative / distributor. To substantiate, Indian agent / representative / distributor shall furnish the authorization letter in original with tender documents. NRL may inspect the Indian facility during evaluation of the tender and the offer may be rejected in case full-fledged service facility is not available.
- 3.5 In case of overseas manufacturer(s) submits the offer directly, they must have their sales & service network in India thru their authorized agency / representative / distributor. They shall furnish the details of service provider in India along with authorization letter in original with tender documents. NRL may inspect the Indian facility during evaluation of the tender and the offer may be rejected in case full-fledged service facility is not available.

4.0 EVALUATION OF THE TENDER:

4.1 Tender shall be evaluated on '**LOWEST OFFER BASIS**'.

5.0 DOCUMENTS TO BE UPLOADED AS A PART OF PART – I: TECHNO-COMMERCIAL / UNPRICED E-BID:

- a) Documents in support of Pre-Qualification Criteria (PQC) of the Tender.
- b) Technical Documents including Corrigendum/ Addendum / clarification (if any) duly filled, signed & sealed.
- c) Agreed Terms & Conditions (ATC) (Indigenous / Import; as applicable) duly filled, signed & sealed. The commercial terms & conditions should not be repeated in the offer.
- d) Integrity Pact duly signed & stamped.
- e) Format for declaration for not being under liquidation, court receivership or similar proceedings.
- f) Vendor Details as per format enclosed.
- g) In case Indian bidder is Micro & Small Enterprise (MSE), EM-II Certificate & Indemnity Bond as per clause no. 7 of NIT (Rev.01) below.

Note:

- (i) *Bids received without the above documents may be liable for rejection.*
- (ii) *Bids may be evaluated as received and techno- commercial queries may not be issued.*

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

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

Note to Foreign Bidders:

- Foreign Bidders need to quote price in BoQ2 & BoQ1.
- In BoQ2, only Column-5, 7, 10 shall be applicable for Foreign Bidders.
- In BoQ1, Foreign Bidders need to quote price for both the items of BoQ1 (i.e. item sl. no. 1 & item sl. no. 2 of BoQ1). Basic Price to be quoted in BoQ1 must be inclusive of all Taxes & Duties except Service Tax.
- FOB Price to be quoted by Foreign Bidder in 'Column 7' of BoQ2 must be inclusive of P&F, Third Party Inspection (TPI) Charge, all taxes, duties, inland freight and levies of any kind payable up to FOB International Seaport of Exit.
- Foreign Bidder must quote firm ocean freight charge up to Kolkata Port (in terms of % of FOB Price) in 'Column 10' of BoQ2. **If a supplier does not quote firm ocean freight charges, his offer shall be treated as incomplete and will not be considered for evaluation.**

Note to Indian Bidders:

- Indian Bidders need to quote price in BoQ2 & BoQ1.
- In BoQ2, only Column-5, 6, 8, 9, 11, 12, 13, 14, 15 & 16 shall be applicable for Indian bidders.
- In BoQ1, Indian bidders need to quote price for item sl. no. 2 only (i.e. Lumpsum Training Fee). Basic Price to be quoted for item sl. no. 2 in BoQ1 must be inclusive of all Taxes & Duties except Service Tax. *(Note: Item sl. no. 1 of BoQ1 is not applicable for Indian Bidder)*
- Indian Bidder to quote 'Ex-Works Price ' in 'Column 6' of BoQ2 and also to quote P&F, Freight, TPI Charge, Transit Insurance Charge, Sales Tax , Excise Duty and Cenvat Benefit in percentage in Column -8, 9, 11, 12, 14, 15 & 16 of BoQ2 respectively; as per instructions provided in BoQ2.

BENEFITS TO MICRO AND SMALL ENTERPRISES (Applicable for Indian Suppliers only):

With reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

(A) Qualifying Criteria for MSEs vendors:

- (I) MSE bidders must submit Notarized copy of MSE Registration document (all the pages of the EM-II Certificate [Part – II Memorandum]) from any of the following body (or any other body specified by the Ministry of MSME) :
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
- (II) Indemnity Bond (on Rs. 100 Stamp Paper) stating that “The Bidder” shall offer and supply the entire tender quantity from the plant (situated at _____Plant Address _____), which is having MSE Certification.
- (III) The MSE Registration shall be valid as on date of placement of order.
- (IV) The registration must be for the items /services relevant to the tendered items /services.
- (V) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

Note: Scan copy of Indemnity Bond and Notarized copy of MSE Registration documents (all the pages of the EM-II Certificate [Part – II Memorandum]) to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid and Original/True copy to be submitted in a sealed envelope superscribed as - “Submission of Original Indemnity Bond & Original Notarized copy of MSE Registration document against Tender No: OC06000017/PRA and to be send to the undersigned on or before bid submission close date. In absence of above documents, MSE benefit may not be passed on to bidders.

(B) Purchase Preference for MSE:

In tenders, where the L1 (evaluated price) bidder is a non-MSE, MSE quoting price within price band L1+15% may be awarded the full / complete supply of the total tendered value to MSE, provided they agree to bring down their price to L1 price. In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to supply the item at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.

(C) Exemption from Earnest Money Deposit (EMD)/ Tender cost for MSE:

Not applicable in this tender.

8.0 GENERAL:

- 8.1 Bidder should not be under liquidation, court receivership or similar proceedings. **Bidder to submit the self certificate in this regard.**
- 8.2 In case of Foreign Bidder, if any of the documents in support of meeting PQC are not in English language, then the English translation copy of the same duly certified, stamped and signed by Local Chamber of Commerce shall be furnished along with the document in the un-priced bid.
- 8.3 Agencies submitting their bids shall not be on Holiday list of NRL.
- 8.4 Consortium/Joint venture bids shall not be accepted.
- 8.5 **In this tender, either the Indian Agent/ Authorized representative in India on behalf of the foreign Principal (i.e. OEM) or foreign Principal itself can bid but both cannot bid in the same tender. No Foreign Principal can engage/ authorize more than one Indian Agent/ Authorized representative in India.**
- 8.6 **In order to consider offer submitted by Indian Agent/ Authorized representative in India on behalf of Foreign Principal, Foreign Principal must meet the PQC requirement of the Tender. Single Point Responsibility for execution of the complete job (as per scope of tender) shall be with Foreign Principal only.**
- 8.7 Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- 8.8 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.
- 8.9 **Quote will not be considered for acceptance if there is obvious evidence of formation any curtail by two or more suppliers.**
- 8.10 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.

Date: 20.07.2016

**GM (Commercial & Legal)
Numaligarh Refinery Limited.
Numaligarh, Dist – Golaghat.
Assam.**

Contact Person: Prasanta Barman.
Phone /Mob : 03776-265482/ 9435351372
Email ID: prasanta.barman@nrl.co.in

Enclosures:

- (i) Technical Document and Corrigendum-1 to Technical Document.
- (ii) Agreed Terms & Conditions (ATC) for Indian Bidders.
- (iii) Agreed Terms & Conditions (ATC) for Foreign Bidder.
- (iv) Special Conditions of Contract (SCC) for Indian Bidders.
- (v) Special Conditions of Contract (SCC) for Foreign Bidders.
- (vi) Special Instruction to bidders (SIB) for both Indian Bidders & Foreign Bidders.
- (vii) General Purchase Conditions (Indigenous) for Indian Bidders.
- (viii) General Purchase Conditions (Import) for Foreign Bidders.
- (ix) Integrity Pact.
- (x) NRL's Standard PBG Format (Indigenous & Imported Purchase).
- (xi) Format for declaration for not being under liquidation, court receivership or similar proceedings.
- (xii) Format for Indemnity Bond for Micro and Small Enterprise (MSE) - Applicable for Indian bidder if, bidder is registered as Micro and Small Enterprise (MSE).
- (xiii) Format for Bidder details.
- (xiv) Record Note of Pre-Bid Discussion – for the Clarification/ confirmation provided in the Pre-Bid Meeting.
- (xv) BoQ/Price Schedule.

CORRIGENDUM-1 to Technical Document

Ref: RFQ: OC06000017/PRA, dated 15.06.2016 for SUPPLY OF HIGH RISE PLATFORM AT NRL

Sl. No.	Section	Existing condition in tender	Corrected condition
1	4.0 (iv)	PRE-QUALIFICATION CRITERIA (PQC): In case of Indian agent / representative / distributor submits offer on behalf of their overseas manufacturer, they must have their sales & service network in India thru their authorized agency / representative / distributor which shall have enough experience in Fire & Emergency Vehicles segment with full fledge manufacturing / fabricating the Fire Vehicles / tenders etc. To substantiate, Indian agent / representative / distributor shall furnish the authorization letter in original with tender documents. NRL may inspect the Indian facility during evaluation of the tender and the offer may be rejected in case full-fledged service facility is not available.	PRE-QUALIFICATION CRITERIA (PQC): In case of Indian agent / representative / distributor submits offer on behalf of their overseas manufacturer, they must have their sales & service network in India thru their authorized agency / representative / distributor. To substantiate, Indian agent / representative / distributor shall furnish the authorization letter in original with tender documents. NRL may inspect the Indian facility during evaluation of the tender and the offer may be rejected in case full-fledged service facility is not available.
2	4.0 (v)	New condition	In case of overseas manufacturer(s) submits the offer directly, they must have their sales & service network in India thru their authorized agency / representative / distributor. They shall furnish the details of service provider in India along with authorization letter in original with tender documents. NRL may inspect the Indian facility during evaluation of the tender and the offer may be rejected in case full-fledged service facility is not available.

3	6.1 (c)	The driving control shall be full forward type and CCOE approved spark arrestor shall be provided in the exhaust pipe. If spark arrestor is integrated with the exhaust of the chassis, the CCOE approved certificate shall be provided with the vehicle.	To be omitted.
4	6.20 (viii)	Removable spark arrestor fitted to the exhaust of the engine or an inbuilt device performing the same function - 1 No.	Removable type CCOE spark arrestor shall be provided in the exhaust pipe of the engine. If spark arrestor is integrated with the exhaust of the chassis, the CCOE approved certificate shall be provided with the vehicle. Qty: 1 No.
5	6.1 (f)	Load capacity of the chassis shall be sufficient to take load of fully laden complete vehicle with minimum 5-10% spare capacity on fully laden vehicle.	Load capacity of the chassis shall be sufficient to take load of fully laden complete vehicle with minimum 2.5-10% spare capacity on fully laden vehicle.
6	6.1 (j)	PTO shall be Webster-UK or Allison transmission-US or Hale products Inc-USA make or Hydrocar, Italy make	PTO shall be either of the make same as the chassis or Webster-UK or Allison transmission-US or Hale products Inc-USA make or Hydrocar, Italy or OMSI, Italy make
7	6.4 (d)	Welding quality certificate of ISO 3834-2 for load bearing steel structures for mobile hydraulic aerial appliances shall be submitted with the offer from an independent agency.	Welding Certificates with relevant ISO norms for load bearing steel structures for mobile hydraulic aerial appliances shall be submitted with the offer from an independent agency.
8	6.6 (h)	The protective covers shall be provided for outrigger jack pistons to protect it against external damage.	To be omitted.
9	6.21 (j)	Cabin shall be as per the chassis manufacturer standard practice. Rear if any structure shall be of welded structure made from SS-316.	Cabin shall be as per the chassis manufacturer standard practice. Rear if any structure shall be of welded structure made from SS-316. External panelling shall be of SS-316/aluminium sheet fitted to the structural members by gluing / riveting.
10	7.0	Third party inspection and testing shall be carried out either by Lloyds Register Verification Ltd (Lloyds) / DNV / EIL / CEIL.	Third party inspection and testing shall be carried out either by Lloyds Register Verification Ltd (Lloyds) / DNV / EIL / CEIL/TUV/SGS.
11	6.1 (a)	Chassis: The hydraulic platform shall be fabricated/ mounted on a suitable chassis. Vendor shall furnish all the relevant details of the chassis being	Chassis: The hydraulic platform shall be fabricated/ mounted on a suitable chassis. Vendor shall furnish all the relevant details of the chassis being used and supplied by him. However, the

		used and supplied by him. However, the chassis shall be fitted with minimum 440 Horse Power engine.	Chassis shall be fitted with minimum 420 Horse Power engine.
12	6.1 (i)	It shall have a suitable power take off (PTO) unit to run the hydraulic platform and diesel engine of minimum 440 hp BS/EURO4 category.	It shall have a suitable power take off (PTO) unit to run the hydraulic platform and diesel engine of minimum 420 hp BS/EURO4 category.
13.	3.0	PAYMENT TERMS: (i) After receipt of unconditional acknowledgement of Purchase Order (PO), 20% of total order value will be released to the vendor on submission of Advance Bank Guarantee (as per NRL's standard ABG format) for equivalent amount, valid till contractual delivery period (till commissioning) plus 06 (six) months claim period. (ii) Balance 80% of total order value will be released after successful commissioning of the High Rise Platform at NRL Site.	As indicated in Agreed Terms & Conditions (ATC) for Indian Bidders & Agreed Terms & Conditions (ATC) for Foreign Bidders
14	5.0	DEELIVERY PERIOD: Item to be delivered on 'Door Delivery Basis at NRL Site' within 01 (one) year from the date of placement of Purchase Order.	- DEELIVERY PERIOD (FOR INDIAN BIDDERS): 01 (one) year on Door Delivery basis from the date of placement of Purchase Order. - DELIVERY PERIOD (FOR FOREIGN BIDDERS): 10 (Ten) months on FOB international Port of Exit basis from the date of LOA/PO.

TECHNICAL DOCUMENTS

Tender No: OC06000017/PRA

1.0 GENERAL:

This specification covers the technical requirements for design, supply of material, fabrication, inspection and testing of Hydraulic Platform (HP) capable to extend the working platform (bottom of the platform) to a minimum working height of 50 metres above the ground level. The scope of supply shall be inclusive of but not limited to the following:

- Diesel Engine Chassis with compatible Power Take Off (PTO) Unit
 - Main Frame
 - Turntable
 - Boom
 - Cage
 - Stabilizing System
 - Hydraulic System
 - Fire Water Pump 8000 LPM
 - CE mark/UL listed/FM approved Water-cum-Foam Monitor of Capacity 5000 LPM to 6000 LPM at 10kg/cm²g.
 - Foam Generating System
 - Interconnecting Piping
 - Breathing air supply
 - Electrical System
 - Body Work
 - Communication System
 - Controls
 - Accessories
 - Foam Tank
- a) Complete vehicle shall be fabricated, assembled & tested at the shop of the hydraulic platform vendor.
- b) The vendor shall be responsible for supplying all equipments/ accessories including chassis and properly fixing the equipment/ accessories on the chassis as described in this specification. Other details and requirements which are not covered under this specification, but may be necessary to complete the Hydraulic Platform and/ or to fulfil the operation/ performance requirement, shall be provided by the vendor, who will be responsible for the design and construction of the complete appliance to the full satisfaction of the owner.

2.0 PRE BID MEETING:

There shall be a pre bid meeting at the owner's site (NRL, Numaligarh).

- Attendance of the Bidders is optional but highly encouraged. However, Non attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- The purpose of the pre-bid meeting will be to clarify any issues regarding the tender including in particular, issues raised in writing and submitted by the Bidders. If the vendor encountered any operational problems or technical difficulties on account of the specifications, it can be brought to the notice of NRL during pre-bid meeting and necessary clarifications/approval should be obtained before submission of offer.
- Authority is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.
- Authority will not bear any responsibility or liability arising out of non-receipt of the information regarding amendments in time or otherwise. Bidders must check the websites for any such amendment before submitting their Bid.
- All the notices related to this Bid which are required to be publicized shall be uploaded on the website and Bidders are required to keep themselves updated on the same.

3.0 PAYMENTS TERMS:

- i) After receipt of unconditional acknowledgement of Purchase Order (PO), 20% of total order value will be released to the vendor on submission of Advance Bank Guarantee (as per NRL's standard ABG format) for equivalent amount, valid till contractual delivery period (till commissioning) plus 06 (six) months claim period.
- ii) Balance 80% of total order value will be released after successful commissioning of the High Rise Platform at NRL Site.

4.0. PRE-QUALIFICATION CRITERIA (PQC):

- i) Manufacturer shall be ISO 9001 certified.
- ii) Manufacturer shall have supplied hydraulic platform (s) to fire services/industries with minimum 50m height during last 10 years to be reckoned from the bid due date. Copy of the purchase orders, completion certificates, contact details of the buyers and performance certificate of the supplied hydraulic platform should be submitted along with offer.
- iii) Platform shall be CE Certified. Certificate for the same (3rd party notified) to be submitted with the offer, without which the offer is liable to be rejected. Equivalent of CE certification shall also be considered.
- iv) In case of Indian agent / representative / distributor submits offer on behalf of their overseas manufacturer, they must have their sales & service network in India thru their authorized agency / representative / distributor which shall have enough experience in Fire & Emergency Vehicles segment with full fledge manufacturing / fabricating the Fire Vehicles / tenders etc. To substantiate, Indian agent / representative / distributor shall furnish the authorization letter in original with tender documents. NRL may inspect the Indian facility during evaluation of the tender and the offer may be rejected in case full-fledged service facility is not available.

5.0 Delivery Period:

Item to be delivered on 'Door Delivery Basis at NRL Site' within 01 (one) year from the date of placement of Purchase Order.

6.0 DESIGN REQUIREMENTS

All the equipments and accessories shall be fixed on the appliance in a compact and neat manner and shall be so placed that each part is easily and readily accessible for use and maintenance. The centre of gravity shall be kept as low as possible. The quoted model shall meet the safety design criteria as per EN-1777 (Latest version), European Norm on Hydraulic platforms (HPs) for fire fighting and rescue services – Safety requirements and testing. The EC type examination certificate (CE mark, 3rd party notified) showing compliance to the machinery directives for the quoted model must be submitted with the offer.

6.1 Chassis:

- a) The hydraulic platform shall be fabricated/ mounted on a suitable chassis. Vendor shall furnish all the relevant details of the chassis being used and supplied by him. However, the chassis shall be fitted with minimum 440 Horse Power engine.
- b) The vehicle engine shall be EURO-IV emission level compliant.
- c) The driving control shall be full forward type and CCOE approved spark arrestor shall be provided in the exhaust pipe. If spark arrestor is integrated with the exhaust of the chassis, the CCOE approved certificate shall be provided with the vehicle.
- d) The chassis shall have power steering & power assisted brakes.
- e) The drivers' cabin shall have digital display of all engine parameters like oil pressure, air pressure, fuel gauge, coolant temperature, brake oil pressure, trip meter, speed etc.
- f) Load capacity of the chassis shall be sufficient to take load of fully laden complete vehicle with minimum 5-10% spare capacity on fully laden vehicle.
- g) The chassis must be commercially available standard type with after sales service back up available in India.
- h) All wiring shall be properly fixed in position and shall be protected against heat, oil and physical injury. Wherever necessary, wiring shall pass through sleeves.
- i) It shall have a suitable power take off (PTO) unit to run the hydraulic platform and diesel engine of minimum 440 hp BS/EURO4 category.
- j) PTO shall be Webster-UK or Allison transmission-US or Hale products Inc-USA make or or Hydrocar, Italy make.
- k) The electric switch for engaging and disengaging the power take off unit shall be provided in the driver's cabin.
- l) The details of the PTO such as model, load capacity, material of construction etc. supported with catalogue/ drawings shall be submitted along with the offer.
- m) All important electrical circuits shall have separate fuses suitably indicated and grouped in a common fuse box located in an easily accessible position. Provision shall be made for a minimum of (4) four spare fuses in the fuse box.
- n) The diesel engine chassis shall have fail safe service brake & parking brake.
- o) It shall have all standard features for such a vehicle including a good suspension with shock absorbers, electrical system, wheels complete with rim and tyre including spare wheel with rim and tyre, all controls required for safe operation.

- p) Two towing hooks or eyes of adequate strength shall be fitted to the chassis front and chassis rear.
- q) The Chassis shall comply all the provisions and enactment of Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 and any amendment from time to time.

6.2 Main Frame:

- a) A sturdy main frame shall be provided with the outriggers. This main frame shall be capable of taking all torsion and horizontal loading when the unit is on outriggers.
- b) This main frame shall be securely mounted to the Chassis. The assembly shall have necessary steps, etc. for ease of operation and access.
- c) The front fixing bolts should be fitted with springs to allow the chassis frame beams to flex when the outriggers are fully down, thus avoiding any stress concentration in the chassis beams.

6.3 Turntable

- a) The hydraulic platform shall be provided with a turntable capable of rotating 360 degree (three sixty degree) in horizontal plane in both directions working on left as well as right side of vehicle.
- b) The movements of the turntable shall be controlled hydraulically and shall be capable of providing infinite and minute rotation control throughout the rotation system. It shall be capable of rotating with remote control system also.
- c) The turntable shall have an adequate braking system to provide efficient braking.

6.4 Booms:

- a) The appliance shall have booms comprising either of moving telescopic sections of articulated construction or a suitable proven combination of both telescopic and articulated construction of 50 metres height.
- b) The booms shall be capable to be extended to a minimum working height of 50 metres above the ground level (The working height shall be considered as height of cage floor from ground level).
- c) The booms shall be constructed in such a way that they shall be able to support heavy or unbalanced loads at horizontal or low angle positions.
- d) The booms shall be welded by the unique plasma welding method to provide high durability and extreme accuracy. For high strength and minimum flexing of the boom sections only high tensile strength steels must be used as load bearing structure. Welding quality certificate of ISO 3834-2 for load bearing steel structures for mobile hydraulic aerial appliances shall be submitted with the offer from an independent agency.
- e) Time for full elevation of boom including extension of outriggers shall not exceed 4 minutes.

6.5 Cage:

- a) The working cage shall have an outreach of at least 18 metres and shall have a minimum floor area of 1.40 m² (15 sq.ft.) having no dimension less than 0.9m (3 ft.).
- b) The cage shall be provided with continuous unbroken handrails with a minimum height of 1.0m on all sides. There shall be suitable access arrangements to the cage.
- c) Sideways slewing of cage in horizontal plain by approx. ± 45 deg. shall be provided.

- d) The floor of the cage shall be designed to prevent water accumulation on the platform.
- e) The cage shall be provided with necessary kick plates around the floor of platform. The platform of the cage shall be provided with at least four full body safety harnesses. The kick plates shall be fold-down type catwalk to allow entry of persons from cage to a structure.
- f) The cage shall be capable of taking a load of at least 400 kg at all heights when monitor is not in operation & minimum 200 Kg. at all heights when the monitor is in operation. An overload warning shall be fitted to give an audible and visual warning in case of exceeding the safe working cage load.
- g) Cage shall be provided with load hook at the bottom of the cage suitable for minimum 200 kg. weight.
- h) The working cage must be kept horizontally levelled in any position of the booms.

6.6 Stabilizing System

- a) The appliance shall be with a stabilizing system comprising of four horizontal / vertical outriggers.
- b) The complete controls of the outriggers shall be so located that the operator can see the outrigger while operating.
- c) All outrigger control functions shall be operable independently and shall be individually controlled so that the vehicle may be set up in restricted areas or on uneven terrain.
- d) A set of auxiliary pads shall be provided with the appliance for additional load distribution on soft surfaces.
- e) The vehicle must be fitted with automatically operating levelling system that is capable of performing the entire jacking-up and levelling procedure within 30seconds.
- f) Additionally a fully manual back-up operation must be provided.
- g) Stabilizing system shall have feature so that it can be used in "one sided" mode requiring only whether the left or the right hand side outriggers to be fully extended horizontally whereas the outriggers on the opposite side remain within the width of the vehicle.
- h) The protective covers shall be provided for outrigger jack pistons to protect it against external damage.
- i) In the middle of the control panel there should be following additional control devices:
 - starting of chassis engine
 - stopping of chassis engine
 - activating hydraulic pressure
 - visual indication for fully extended left outriggers
 - visual indication for fully extended right outriggers
 - visual indication for applied rear axle locking (if the feature is installed)
 - visual indication for main current being switched on
 - operating hour gauge
 - indications for the fault finding system
 - switch for the battery driven back-up for the hydraulic system
 - visual indicators for levelling of the vehicle (longitudinal and transversal)

6.7 Hydraulic System & Safety Devices

- a) The hydraulic cylinders for all movements shall be fitted with locking devices so as to prevent the working cage from lowering or the outrigger from retracting in case of a pipe or hose failure.

- b) Arrangements shall be provided in the boom cylinders to prevent shocks when an obstruction is reached.
- c) There shall be an arrangement to prevent retracting of the outriggers on their own once they have been lifted up.
- d) There shall be an arrangement to prevent lifting of the booms from the transporting position before the outriggers have settled in stable position.
- e) Alarm system to indicate tilting of machine due to outrigger sinking in soft ground shall be provided.
- f) The driver's cabin shall be protected from any damage from boom movement in all positions.
- g) A collision guard shall be provided on the working cage to stop all movement in case cage is approaching very close to the fixed object.
- h) In case of power failure, an arrangement shall be available to lower the working cage.
- i) There should be a separate battery driven and diesel engine driven hydraulic pump, which provides an independent means of power in case of failure of the main engine. The system can be started from all control panels thus providing an immediate back-up in a case of a failure at an intense fire or similar immediate emergency.
- j) An emergency stop switch is fitted at both boom control panels to provide immediate and complete "freezing" of all systems in case of an unexpected emergency.

6.8 Fire Fighting Pump

- a) The appliance shall be equipped with a fire fighting centrifugal water pump, which shall be driven by the power take off of the Chassis. The pump shall be capable of delivering 8000 LPM at a pressure suitable for the monitor to operate at 10 kg/cm² g at a maximum working height of the hydraulic platform cage and a suction lift of 3 metres.
- b) The pump must be CE Marked / UL Listed.
- c) The suction side of the pump shall be capable of connecting the pump either directly to hydrant discharge outlets having a maximum pressure of 10 kg/cm² and to the water tank of the other fire tender also as the case may be.
- d) The pump unit shall be easily accessible and be readily removable for repair and maintenance.
- e) The pump shall be equipped with fully automatic priming system. Gas injection system or piston reciprocating systems are not acceptable. The design shall be such that it would not lead to its mechanical failure.
- f) The impeller rings and impeller neck rings shall be renewable type and the gland shall be of self adjustable type. A drain plug shall be provided at the bottom of the casing.
- g) The following items shall be provided:
 - Four suction inlets (2 each side) of 4" diameter with butterfly shut-off valves complete with blank caps and chains. Each inlet shall be fitted with two suction collecting heads to facilitate the pump suction connected to 63mm hydrant discharge outlets (as per IS:903) with the help of hoses.
 - Four delivery outlets each 63mm (2 each side as per IS-903) with ball shut off valves complete with blank plugs and chains.
 - One central delivery outlet for the monitor.
 - One delivery outlet for the hose reel with ball shut off valve.

6.9 Instruments:

The following instruments shall be sited on the major control panel on a suitable location at the vehicle:

- Pressure gauge indicating the pressure of the pneumatic system of the vehicles which has to be used to operate the remote controlled system.
- Pressure gauge for the fire fighting centrifugal pump.
- Pressure/ vacuum gauge.
- Electric Speedometer for the pump shaft.
- Hour meter counting the operation hours of the pump.
- Foam compound level indicator.
- Electrical operated hand throttle lever.

6.10 Foam/ Water Monitor:

- a) One water-cum-foam monitor shall be provided in the working cage with a capacity of 5000 LPM - 6000 LPM.
- b) The monitor shall be CE mark/UL listed/FM approved.
- c) The monitor shall be of combined design for throwing either water or throwing air foam by a remote changeover.
- d) The monitor shall be lever operated and shall be capable of transversing in horizontal plane as well as vertical plane to meet all eventuality of fire fighting.
- e) The monitor shall be of remote controlled type whereby it can be moved vertically up and down by 45 degrees in each direction. The diffuse pattern at the end of the monitor shall also be remote controlled by means of remote controlled system. The monitor shall be operable from the operating console.
- f) Foaming ratio of the monitor shall be between 1:3 to 1:5
- g) The throws of the monitor shall be as follows:
 - Horizontal: 70 M (measured in same horizontal plane)
 - Vertical (Height): 25 M.(from monitor flange)

6.11 Foam Compound Tank

- a) The vehicle shall be equipped with a foam tank of minimum 4000 litres capacity.
- b) Material of construction of the foam tank shall be SS-316 having plat thickness as follows:
 - Bottom plat thickness: 5mm
 - Side plat thickness: 4 mm
 - Top plat thickness: 4 mm
 - Baffle plat thickness: 3 mm
- c) It shall be suitably baffled and elastically mounted on a sub frame which is bolted to the Chassis frame. The tank suspension shall consist of resilient blocks (metal rubber elements).
- c) The foam compound tank will have the following items:
 - Manhole approx. 550mm dia. with quick release lid out of SS-316.
 - Tank filter nozzle to replenish the foam compound tank out of foam compound resources outside the vehicle through the incorporated compound pump.
 - Tank to pump suction neck.
 - Airing and Ventilation System.
 - Overflow pipe with overflow protection.
 - Drainage sump complete with drain tap.
 - Digital foam compound level indicator (Sited on the control panel).

6.12 Foam Compound Pump/Proportionator:

- a) The foam proportionator shall be fully automatic with accurate proportioning
- b) The foam compound pump shall supply the foam proportionator with foam compound out of the tank or out of resources outside the vehicle.
- c) The pump shall be designed and powered by vehicle Engine.
- d) The complete pump shall be made of stainless steel (SS-316)
- e) The system shall be further capable of filling the tank on the vehicle out of foam tanks outside the vehicle and shall supply foam compound to consumers outside the vehicle into their system.
- f) The pump capacity shall be compatible with the monitor capacity.
- g) The foam proportionator shall be incorporated in the pressure manifold of the pump and shall be fully balanced. The foam mixing ratio shall vary between 3% and 6%.
- h) The control panel shall be equipped with foam pressure gauge.

6.13 Interconnecting Piping

- a) All water/ foam piping for monitor from the pumps including suction piping shall be provided.
- b) All other necessary piping for inlets and outlets connection shall be provided.
- c) The following valves shall be remotely controlled from the operation panel on the Vehicle as well as from a portable control panel of the Remote Control System:
 - Foam Compound tank to foam compound suction line.
 - Monitor Line.

6.14 Controls & Remote Control System

- a) The appliance shall be precisely controllable from turntable control console and cage control console.
- b) The appliance shall have such an arrangement that all movements can be operated simultaneously or one by one. The change over switch for selecting the operation place shall be in the turntable control panel.
- c) Both the control panels in the working cage as well as at the turntable shall be covered and protected against weather.
- d) Both control panels are exactly alike thus considerably reducing the risk of confusion amongst operators under stress or even panic.
- e) Both control panels should be fitted with following most important warning, indication and control devices, all marked by clear symbols for easy recognition :
 - Visual and audible indication for exceeding safe working load.
 - Visual warning for activation of working cage collision guard system.
 - Visual indication for fully extended outriggers.
 - Visual indication for the centre position of the booms
 - Visual indication for the centre position of the working cage
 - Starting and stopping of chassis engine.
 - Switch for the battery and petrol/diesel driven back-up for the hydraulic system
 - Separate joystick control levers for each movement of boom & cage.
 - Emergency stop button.
 - Overriding of the automatic working cage levelling system

- Manual operation for the working cage levelling system.
- Switches for activating the bleed down system.
- Lever for the remote control of the defuse pattern of the monitor.
- Lever for the control of the monitor inclination angle.
- Lever for automatic in charge arrangement for a changeover from water and foam.
- Switch for controlling the shut off valve of foam compound suction line.
- Switch for the remote controlled shut-off valve for main monitor supply line.
- Lever for remote controlled rotation of turntable.

f) In addition to chassis standard controls and indicators the following items should be installed in drivers cab:

- Visual warning for the main Power being switched on
- Visual warning for any of the equipment lockers being open
- Visual warning for the booms not being fully in travelling position
- Visual warning for the rear axle being locked (if the feature is installed)
- Visual warning for the outriggers not being fully in travelling position
- Switch with visual indication for rotating beacons (optional)
- Switch with visual indication for siren unit
- Microphone for the public address system, siren & hazard warning lighting bar.

g) Remote control system shall be provided as the standard equipment of the vehicle. It shall have portable panel, which shall be wireless operated with a working range of not less than 50 metres in all directions.

6.15 Breathing Air Supply

The installation shall have all the elements including air cylinders to supply breathing air with mask assemblies for two persons on the cage. The air cylinders, etc. can be mounted on the turntable. Minimum total capacity provided shall be of 7000 litres free air at 300 kg/cm².

6.16 Body Work

- a) Enclosed accommodation shall be provided for crew of two persons including driver in the driver's cabin. Full bodywork & ext. panelling shall be of SS 316/aluminium sheet fitted to the structural members by gluing/riveting.
- b) The driver's seat shall be adjustable. All seats shall have foam cushions and shall be covered with Rexene.
- c) Doors on either side shall be fitted with safety glasses and winding type regulators.
- d) One roof light shall be provided in the driver's cabin.
- e) Sufficient number of lockers for storage and housing of other equipments shall be provided with external access so that the same can be accessible from the ground level.
- f) All the lockers shall be fitted with internal lighting which shall be capable of being automatically switched ON and OFF by the opening of the doors. A master switch for isolating the locker lighting circuit shall also be fitted in the drivers cab.
- g) Sufficient number of grab rails and non-slip steps shall be provided on the appliance for ease of operation.

h) All equipment lockers welded/fastened together of aluminium/stainless steel plates, primed and painted and finally bolted onto the frame for easy removal if necessary. All lockers should be fitted with aluminium roller shutters, properly sealed to be water and dust proof.

i) All other features of bodywork required for an efficient fire fighting and rescue operation shall be provided as per manufacturers' standard practice.

6.17 Communication System

a) A battery operated transistorized communication and amplification public address device/ system shall be provided with the control panel in the driver's cabin. The loud speaker of amplifier shall be suitably mounted and shall be capable of rotation in all directions.

b) The communication system shall be able to provide effective communication between the working cage and the turntable operator.

c) There should be a electric siren unit fitted on the roof of vehicle cab.

d) Command microphone should be fitted with push-to-talk switch to allow the public address message to override the siren function.

6.18 Electrical System

a) The current needed for the electrical control of the appliance shall be drawn from the vehicle battery.

b) When the appliance is in operation, sufficient warning lights shall be installed on the appliance.

c) For various functions of the appliance, signal lamps shall be provided at the appropriate control points.

d) All other electrical requirements shall be as per manufacturer's standard practice.

6.19 Painting and Marking:

a) The entire appliance shall be painted in Standard fire red colour with Numaligarh Refinery Limited coloured Logo on both sides of the vehicle. Owner's name as indicated should be written in on both sides of the vehicle.

b) 3M make Reflective tape shall be pasted on sides, front & rear for better visibility in the night. The tape shall be in three layers of minimum 2 inch width along 75% length& width on vehicle.

c) The driving compartment and the inside lockers shall be painted grey.

d) The chassis and wheel arches shall be painted black.

e) Fire water piping around the pump shall be painted in red.

f) Two coats of anticorrosion and a priming coat shall be applied before painting.

g) The appliance should clearly have the following marks at suitable locations.

-Manufacturer's name or trade mark.

-Year of manufacture.

-Pump number and capacity of the pump.

-Engine and chassis number.

-All instrument controls shall be identified with name plate.

-All valves, hose inlet and outlet shall also be identified by suitable name plates.

6.20 Accessories:

The vehicle shall be provided with the following accessories in addition to those normally fitted to the chassis. All the accessories shall be suitably fixed in position or shall be kept in lockers or other suitable place on hydraulic platform.

- (i) Electrically operated siren- 1No.
- (ii) Manually operated fire bell - 1No.
- (iii) Fog lamps powered by the battery of the appliance- 2 Nos.
- (iv) Reversing lights- 2 Nos.
- (v) Blinker type traffic indicators - 2 sets.
- (vi) Adjustable spot light - 1 No.
- (vii) All tools required for normal routine maintenance of the platform which are not included with the kit of the chassis. (Vendor to give complete list of the tools etc.)- 1 set.
- (viii) Removable spark arrestor fitted to the exhaust of the engine or an inbuilt device performing the same function - 1 No.
- (ix) A trickle charger 250 V AC supply for self charging of battery along with a red pilot light to indicate the battery being charged. It shall be fitted in the driver's cabin- 01 no.
- (x) Hydraulic jack for chassis tyre change - 01 no.
- (xi) First aid box - 01 no.
- (xii) Suction hoses 2.5 metres long 4" Dia with end couplings- 04 Nos.
- (xiii) Suction strainers complete with Non-return valve - 04 Nos.
- (xiv) Suction wire baskets suiting above strainers – 04 Nos.
- (xv) Nylon rope for suction strainer valve, 30 M long - 04 Nos.
- (xvi) Suction hose wrenches - 04 Nos.
- (xvii) Suction breeching 4" to 2x2½"(as per IS:903) - 04 Nos.
- (xviii) Adaptors 4" x 2½" (as per IS: 903) - 04 Nos.
- (xix) Multipurpose branch pipes for solid and spray jet - 02 Nos.
- (xx) Foam making branch pipes with shut-off valve of capacity 450 litres /minutes (Stainless steel) - 02 Nos.
- (xxi) Suction hoses for foam pump with end couplings (3 m long) - 02 Nos.
- (xxii) Delivery hoses for foam pump with end couplings (15m long) - 04 Nos.
- Delivery hoses for foam pump with end couplings (30m long) - 04 Nos.
- (xxiii) Non collapsible rubber hose reel 28mm dia, 30m long complete with multipurpose branch pipe & connections- 01 No.
- (xxiv) Portable Clean Agent extinguisher 4.5 kg. cap. - 01 No.
- (xxv) Full body safety harnesses - 04 Nos.
- (xxvi) Digital wind speed meter at cage and turntable – 1 set

6.21 MATERIAL OF CONSTRUCTION

- a) Main frame and Turn table shall be of welded steel structure suitable for the appliance.
- b) The booms shall be constructed of welded high strength steel throughout and shall be reformed at critical points for extra rigidity.
- c) The booms shall be internally treated against rust and corrosion as the rest of the appliance.
- d) The working cage shall be of robust construction of high strength light alloy.
- e) Stabilizing jacks shall be of steel box construction and piston rods shall be of hard chrome plated on hand drawn steel.

- f) The pump shall be of rigid construction. The impeller shaft shall be of stainless steel and shall be carried in antifriction bearing.
- g) The foam compound tank shall be of stainless steel (SS-316) and shall be electrically welded. The thickness shall be as follows:
 - Bottom plat thickness: 5mm
 - Side plat thickness: 4 mm
 - Top plat thickness: 4 mm
 - Baffle plat thickness: 3 mm
- h) All water and foam piping shall be of stainless steel (SS-304).
- i) The cab floor shall be provided with 3M make rubber matting.
- j) Cabin shall be as per the chassis manufacturer standard practice. Rear if any structure shall be of welded structure made from SS-316.

7.0 INSPECTION AND TESTING

Third party inspection and testing shall be carried out either by Lloyds Register Verification Ltd (Lloyds) / DNV / EIL / CEIL. Complete specification, layout and QAP shall be submitted for Owner's review and approval. Third party Inspection agency shall carryout the Inspection based on final approved drawings & QAP only. The inspection release note of Third party Inspection agency shall clearly stipulate that thickness/material/dimension/radiography films/hydro-testing of the tanks and piping/pump & monitor performance/equipment have been inspected as per Final approved drawings & Final approved QAP. Final test/Inspection for completed vehicle shall be witnessed by Owner's representative along with third party inspection agency. All consumables (e.g. foam compound, diesel, engine lube oil, water etc.) shall be arranged by vendor at his own cost. Vendor shall arrange all facilities to carry out inspection & testing.

Prior to dispatch of vehicle from vendor's shop, final inspection & testing shall be carried out by the vendor to the complete satisfaction of third party inspection agency/NRL authority without any extra cost to owner. Inspection will be of the following stages:

- (a) After receiving the chassis at vendor site and after procurement of, turntable/hydraulic platform, PTO, overhead monitor, procurement / fabrication of pump.
- (b) Final inspection after completion of the fabrication in all aspect.

The following acceptance tests shall be carried out by the vendor at their works to complete Satisfaction of Owner without any extra cost.

- a) The design of the appliance shall be such that it will not affect the chassis characteristics as specified by the chassis manufacturer such as speed, turning circle, acceleration etc.
- b) Stability Test: The stability of the appliance shall be such that when under fully equipped and laden condition in transport configuration, if the surface on which the appliance stands is tilted to either side, the point at which, overturning occurs should not pass at an angle of less than 10 degree from horizontal (In case the appliance is not capable of this, vendor to indicate the exact capability of the appliance in this regard).
- c) Gradient Test: The vehicle gradient angle shall be as per EN 1777. Manufacturer to clearly state the gradient angle of the fully laden vehicle and shall also give a certificate confirming the same.
- d) Endurance (Long Running) Test: The rating of pump would be min. 4 hrs. The pump will be tested for a continuous period of four hours nonstop & the water will not be replenished in the radiator during this test. The engine will not show signs of overheating during this test.

e) The monitor performance shall be tested for delivering water and foam at their rated capacity.

Hydraulic Testing: All lines will be hydraulically tested at 1.5 times the design pressure however in no case will the lines will be hydraulically tested below 16 bar for a period of 10 minutes. The pump casing will be subjected to a hydraulic test of minimum of 1.5 times the working pressure.

f) Shower Test: After completion of the fabrication, the vehicle will be subjected to shower test as per the norms laid down under BIS. The appliance will not show any signs of leakages during this test.

g) Road Test: After completion of all the above mentioned tests, a road test will be carried out to check chassis, manufacturer's rating for acceleration, maximum speed, braking efficiency and turning circle with appliance fully loaded.

8. Guarantee

Vendor shall guarantee NRL against any and all defects in design, workmanship of material and performance for a period of 12 months from the date of commissioning/installation or 24 months from the date of last dispatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.. In addition, the chassis manufacturer or its authorized dealer shall provide warranty to cover all Volvo supplied components from manufacturers or assembly defects for the first 12 months from the date of commissioning/installation of the vehicle at NRL site.

The manufacturer must have factory trained and certified after sales personnel located in India.

The manufacturer must guarantee the supply of spare parts and technical back-up for the superstructure for a period of 15 years.

9. Training:

Hands-on training in operation and maintenance shall be provided at the NRL, Numaligarh site upon the arrival of the vehicle. Training shall be imparted two times within 6 months of acceptance of the vehicle at site. Training in each spell shall be of minimum 5 working days each. A complete training package in CD-format for internal re-training of the operating personnel must be supplied for each product delivered. Per-diem charge for training (including to & fro travel) to be quoted separately in BOQ/ Priced bid.

10. Technical Back-up:

4 SETS of DETAILS OF DOCUMENTS ALONG WITH SOFT COPIES TO BE SUBMITTED DURING THE DELIVERY:-

A) Operations & Maintenance manuals including engine, pumps, P.T.O. and hydraulic platform.

B) Assembly and Sectional Drawings.

C) Vendor / supplier spare parts catalogue / Drawings indicating manufacturer's Part Nos.

D) Assembly & Sectional drawings of Auxiliary Equipment.

E) P & ID of the Fire Fighting System in the appliance.

F) Load distribution diagram in compliance with Chassis specifications.

G) Certificate of compliance to CMVR, 1989(Form 22A- Part-II).

H) Spare parts catalogue for Chassis of Tender.

- I) Warranty.
- J) All inspection and testing document including TPI certificate.
- K) The evidence (pro-forma invoice) regarding purchase of monitor from aforesaid manufacturer along with monitor booklet & operating manual.
- L) The evidence (pro-forma invoice) regarding purchase of power take off unit from manufacturer along with booklet and operating manual.
- M) All other documents require for permanent registration of the vehicle at owners site. Re-validation of temporary registration shall be done by vendor before delivery to the client.

Note: All the drawings and literatures shall be kept in proper folders and shall be on A-4 size paper. Individual drawings shall be kept in separate pockets.

11.0 SPARES

The Vendor shall furnish list of recommended spares for two years trouble free operation.

12.0 Drawings:

- (a) The layout drawings of the High Rise Platform duly mounted in Chassis specified herein shall be submitted along with the unpriced bid.
- (b) The working range diagram along with all the details shall also be submitted along with the unpriced bid.

***** XXXXXX *****

AGREED TERMS & CONDITIONS (ATC)
(FOR INDIAN BIDDERS)

TENDER COL. NO : OC06000017/PRA

Offer Ref : _____

Name of the Firm: _____

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 /DEVIATIONS MAY LEAD TO REJECTION OF BIDDER'S QUOTATION.

DESCRIPTION	BIDDER CONFIRMATION
1. EVALUATION CRITERIA OF THE TENDER : Basis of Evaluation of this tender is " Lowest Offer Basis".	NOTED
2. Please confirm that you have quoted price in BoQ 2 & BoQ1 in "XLS" format as per instructions provided Note to Indian Bidders: - Indian Bidders need to quote price in BoQ2 & BoQ1. - In BoQ2, only Column-5, 6, 8, 9, 11, 12, 13, 14, 15 & 16 shall be applicable for Indian bidders. - In BoQ1, Indian bidders need to quote price for item sl. no. 2 only (i.e. Lumpsum Training Fee). Basic Price to be quoted for item sl. no. 2 in BoQ1 must be inclusive of all Taxes & Duties except Service Tax. (Note: Item sl. no. 1 of BoQ1 is not applicable for Indian Bidder) - Indian Bidder to quote 'Ex-Works Price ' in 'Column 6' of BoQ2 and also to quote P&F, Freight, TPI Charge, Transit Insurance Charge, Sales Tax , Excise Duty and Cenvat Benefit in percentage in Column -8, 9, 11, 12, 14, 15 & 16 of BoQ2 respectively; as per instructions provided in BoQ2. ADDITIONAL NOTE: Where any field in the online priced bid (BOQ) is left blank or =0, the charge, tax or duty shall be considered as either inclusive, nil or not applicable. Charges quoted elsewhere may be ignored from priced bid evaluation and shall not be borne by NRL. Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published alongwith this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left unquoted shall be deemed to be inclusive in the quoted price. However, Entry Tax (as applicable) will be in NRL scope and shall be loaded during priced evaluation. Extent of CENVAT benefit on Excise Duty and Service Tax shall also be quoted online. example ED =12.36 (percent) CENVAT credit = 12.36 (percent). For items where ED is inclusive in quoted price but CENVAT benefit is offered, following example is provided- ED =0 (percent) CENVAT credit = 7 (percent). Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.	NOTED AND CONFIRMED
3. Indicate despatch point and mode of despatch of goods:	_____
4. Arrangement of Third Party Inspection, Transportation up to NRL Site and Transit Risk Insurance are in bidder's scope.	ACCEPTED
5. It will be the sole responsibility of the bidder to arrange for Third Party Inspection and submit the Third Party Inspection certificate on time. No time extension shall be allowed by NRL for any delay/lapse in this regard.	ACCEPTED
6. EXCISE DUTY: Please indicate / confirm the following:	
(a) Excise Tariff sub heading no.	_____
(b) Present rate of Excise Duty + Educational Cess payable extra on finished products has been indicated in the BoQ in terms of your Quoted Price.	CONFIRMED
(c) NRL is entitled to avail cenvat benefit on 100% of applicable Excise Duty. Vendor shall furnish Excise Duty Gate pass for availing cenvat benefit on Excise Duty as quoted in BoQ.	CONFIRMED
(d) Cenvat benefit as confirmed by bidder shall be the minimum value. In case the vendor is unable to pass on the minimum benefit indicated in their BoQ, the differential amount shall be deducted from their bill(s).	CONFIRMED
(e) Only statutory variations in E.D., if any, in the present rate of excise duty, up to the contractual delivery period shall be to Owner's account subject to furnishing documentary evidence by the bidder.	CONFIRMED
(f) Any variation in Excise duty at the time of supplies for any reasons, other than statutory adjustment, including variations due to turnover, shall be borne by bidder.	CONFIRMED
8. SALES TAX:	
i. Present rate of CST against Form – C / VAT payable on finished products and to be paid extra has been indicated in the BOQ.	CONFIRMED
iii. If CST / VAT is not applicable at present due to any reason, the same shall be borne by Bidder if it becomes applicable later.	ACCEPTED
iv. Form-C will be issued on quarterly basis after execution of complete supply.	NOTED

AGREED TERMS & CONDITIONS (ATC)
(FOR INDIAN BIDDERS)

TENDER COL. NO : OC06000017/PRA

Offer Ref : _____

Name of the Firm: _____

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 /DEVIATIONS MAY LEAD TO REJECTION OF BIDDER'S QUOTATION.

DESCRIPTION	BIDDER CONFIRMATION
9. Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery date shall be to Bidder's account whereas any corresponding decrease shall be passed on to the Owner.	CONFIRMED
10. Payment Term : Please confirm acceptance to following:	
10 (a). PAYMENT TERMS:	
(i) For Supply Part: - After receipt of unconditional acknowledgement of Purchase Order (PO), 20% of total order value will be released to the vendor on submission of Advance Bank Guarantee (as per NRL's standard ABG format) for equivalent amount, valid till contractual delivery period (till commissioning) plus 06 (six) months claim period. - Balance 80% of total order value will be released after successful commissioning of the High Rise Platform at NRL Site.	CONFIRMED
(ii) For Training Fee: 100% payment shall be released against invoice to be submitted by seller and duly certified by EIC.	CONFIRMED
10. (b) Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode.	NOTED
11. DELEVERY PERIOD : 01 (one) year on door delivery basis from the date of placement of LOA/PO.	ACCEPTED
12. PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY : In case of delay in execution of the order, NRL may at its option, recover from the vendor price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.	ACCEPTED
13.. PERFORMANCE BANK GUARANTEE (PBG): Successful bidders whose basic order values are above Rs. 5 lacs need to furnish PBG of 10% of the total order value valid upto full warranty/guarantee period of materials plus 03 months claim period. This PBG should be submitted as per standard format of NRL failing which the equivalent amount will be recovered from their bill. Deviations will lead to bid rejection. (PBG format is available in NRL website http://www.nrl.co.in/tender.asp?pg=main&lnk=tm) .	ACCEPTED
14. REPEAT ORDER : Repeat Order may be placed within 12 months from the date of the original order at the same prices, terms & conditions. Please confirm acceptance.	_____
15. WARRANTY / GUARANTEE as per Technical Document of the Tender Document.	ACCEPTED
16. BID VALIDITY: 120 days from the final due date of quotation	ACCEPTED
17. Any claim arising out of order shall be sent to NRL in writing within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by NRL.	ACCEPTED
18. Printed terms and conditions, if any, appearing in quotation shall be ignored and shall not be applicable in the event of order. In case of contradiction between the confirmations given herein and terms & conditions mentioned elsewhere in the offer, the confirmation given herein shall prevail.	ACCEPTED
19. TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs): This tender is guided by the Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions indicated in NIT (Rev.01).	ACCEPTED
20. WE ACCEPT ALL THE COMMERCIAL TERMS AND CONDITIONS OF NIT (Rev.01), SCC, SIB, GPC (Indigenous).	ACCEPTED

(Signature of bidder)

Stamp:

Date:

AGREED TERMS & CONDITIONS (ATC)
(FOR FOREIGN BIDDERS)

TENDER NO : OC06000017/PRA

Offer ref. _____

Name of the Firm: _____

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 /DEVIATIONS MAY LEAD TO REJECTION OF BIDDER'S QUOTATION.

DESCRIPTION	BIDDER CONFIRMATION
1. EVALUATION CRITERIA OF THE TENDER : Basis of Evaluation of this tender is "Lowest Offer Basis".	NOTED
2. Please confirm that you have quoted price in BoQ 2 & BoQ1 in "XLS" format as per instructions provided. Note to Foreign Bidders: • Foreign Bidders need to quote price in BoQ2 & BoQ1. • In BoQ2, only Column-5, 7, 10 shall be applicable for Foreign Bidders. • In BoQ1, Foreign Bidders need to quote price for both the items of BoQ1 (i.e. item sl. no. 1 & item sl. no. 2 of BoQ1). Basic Price to be quoted for both the items in BoQ1 must be inclusive of all Taxes & Duties except Service Tax. • FOB Price to be quoted by Foreign Bidder in 'Column 7' of BoQ2 must be inclusive of P&F, Third Party Inspection (TPI) Charge, all taxes, duties, inland freight and levies of any kind payable up to FOB International Seaport of Exit. • Foreign Bidder must quote firm ocean freight charge up to Kolkata Port (in terms of % of FOB Price) in 'Column 10' of BoQ2. If a supplier does not quote firm ocean freight charges, his offer shall be treated as incomplete and will not be considered for evaluation.	NOTED AND CONFIRMED
3. Confirm that the offer contains firm prices (for supply) on FOB International Seaport of Exit basis	CONFIRMED
4. Indicate Name of International Seaport of Exit.	_____
5. Confirm you have quoted firm ocean freight charges up to port of entry in India (Kolkata) in BoQ. (Note: Ocean freight charge must be quoted separately in BoQ (i.e. in Column 10 in BoQ2). If a supplier does not quote firm Ocean Freight Charges, his offer shall be treated as incomplete and will not be considered for evaluation)	CONFIRMED
6. NRL reserves the option to place order on FOB or on CFR basis. Confirm acceptance.	CONFIRMED
7. Please confirm that The ocean freight quoted in BoQ2 shall be kept valid for the entire duration of the Contract. This will enable Buyer to convert FOB contract to CFR contract after placement of Order at a later date during the contractual delivery period.	CONFIRMED
8. DRAWING & DOCUMENTATION CHARGES: Confirm Drawing & Documentation charges as per Bid Document are included in your quoted prices.	CONFIRMED
9. Marine Insurance: Prices quoted must exclude marine insurance charges from FOB international Port of Exit as the same shall be arranged by the Buyer. However, transit insurance charges for inland transit upto FOB international Seaport of exit must be included in the quoted prices.	CONFIRMED
10. TAXES & DUTIES: a) All taxes, duties and levies of any kind payable upto FOB International Seaport of Exit shall be borne by bidder. b) Export permit / licence if required shall be Bidder's responsibility & any expenditure towards same will be borne by bidder.	CONFIRMED
11. DELIVERY / COMPLETION SCHEDULE: 10 (Ten) months on FOB international Port of Exit basis from the date of LOA/PO. Supply shall be made in one lot well within the contractual delivery period. The date of clean on board bill of lading shall be considered as the date of delivery. However incase of CFR Contract, delivery period will be 11 (Eleven) months on CFR Kolkata basis.	CONFIRMED
12. After Custom Clearance at Kolkata Port, arrangement of onward Inland Transportation of the vehicle from Kolkata Port to NRL Site, Obtaining Temporary Registration of Vehicle etc. are in the scope of supplier. [Note: Road Permit (if required) shall be issued by NRL]	CONFIRMED
13. INSPECTION CHARGES:	

**AGREED TERMS & CONDITIONS (ATC)
(FOR FOREIGN BIDDERS)**

TENDER NO : OC06000017/PRA

Offer ref. _____

Name of the Firm: _____

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 /DEVIATIONS MAY LEAD TO REJECTION OF BIDDER'S QUOTATION.

DESCRIPTION	BIDDER CONFIRMATION
13 (a) Confirm that you have included the Third Party Inspection in the quoted prices.	CONFIRMED
13 (b) Third party inspection and testing shall be carried out either by Lloyds Register Verification Ltd (Lloyds) / DNV / EIL / CEIL/TUV/SGS.	CONFIRMED
13 (c) It will be the sole responsibility of the bidder to arrange for Third Party Inspection and submit the third party inspection certificate on time. No time extension shall be allowed by NRL for any delay/lapse in this regard.	CONFIRMED
14. Indicate the name of Country of Origin of the offered goods.	_____
15. Bidder may submit bids in USD / EUR / GBP / JPY only.	CONFIRMED
16. Indicate shipping weight (net and gross) & volume of the Consignment.	_____
17. PERFORMANCE BANK GUARANTEE:	
17 (i) Confirm goods to be supplied by you shall be guaranteed for performance and you will submit PBG or 10% of the order value valid till full guarantee period (as indicated in Technical document) plus 3 (Three) Months of claim period .	CONFIRMED
17(ii) Confirm that the Performance Bank Guarantee shall be strictly as per standard format of NRL and shall be through branches of Indian Public Sector Banks operating in Bidders country. (PBG format is available in NRL website http://www.nrl.co.in/tender.asp?pg=main&lnk=tm) .	CONFIRMED
17 (iii) Bank Guarantee from Indian Branches of Foreign (bidder's) banks will be accepted only if the Indian Branch of the Bank is recognized as Scheduled Bank by Reserve Bank of India. However, Bank Guarantee from foreign branch will be accepted only if the same is countersigned by their Indian Branch (Schedule Bank) or by any Scheduled Indian Bank.	CONFIRMED
17 (iv) PBG is required to be submitted by seller directly to NRL within 30 days from the date of issue of LOA/PO.	CONFIRMED
18. PAYMENT TERM :	
18 (a). <u>For Supply Part (i.e. Supply of High Rise Platform):</u> (i) 80% of FOB order value (Plus ocean freight in case of CFR Contract) shall be paid through an irrevocable Letter of Credit (L/C) against submission of Shipping Documents. The Letter of Credit shall be established only on receipt of order acknowledgement of NRL's PO/ LOA along with submission of 10% Performance Bank Guarantee valid up to 3 months (claim Period) beyond the Guarantee period. (ii) Balance 20% within 30 days of successful commissioning of High Rise Platform at NRL Site	CONFIRMED
18 (b). <u>For Inland Transportation from Kolkata Port to NRL Site, Temporary registration of Vehicle:</u> 100% after successful completion of job based on certification of invoice made for payment by Engineer-in- Charge (EIC).	CONFIRMED

**AGREED TERMS & CONDITIONS (ATC)
(FOR FOREIGN BIDDERS)**

TENDER NO : OC06000017/PRA

Offer ref. _____

Name of the Firm: _____

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 /DEVIATIONS MAY LEAD TO REJECTION OF BIDDER'S QUOTATION.

DESCRIPTION	BIDDER CONFIRMATION
18 (c). For Training Fee : 100% after successful completion of training based on certification of invoice made for payment by Engineer-in-Charge (EIC)	CONFIRMED
18 (d). In case of delay in delivery, bills shall be submitted after deducting price reduction for delay.	CONFIRMED
18 (e) Letter of Credit (L/C) shall be opened within 30 days of receipt of unconditional order acknowledgement and PBG.	NOTED
18 (f) If Seller insist for confirmed L/C, confirmation charges shall be borne by the Seller. Confirm acceptance.	CONFIRMED
18 (g) In case L/C amendment is required due to reasons attributed to the supplier including delays in delivery, the charges for the same shall be to Seller's account.	CONFIRMED
18 (h) All Bank charges and stamp duties payable outside India in connection with payments to be made under the Purchase Order, if placed, shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	CONFIRMED
19. Please indicate name, address , Account No, IBAN , Swift Code of your Bankers, telephone & E- mail address for the purpose of L/C	_____
20. PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY : In case of delay in execution of the order, NRL may at its option, recover from the vendor price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.	ACCEPTED
21. REPEAT ORDER : Repeat Order may be placed within 12 months from the date of the original order at the same prices, terms & conditions. Please confirm acceptance.	_____
22. WARRANTY / GUARANTEE as per Technical Part of the Tender Document.	ACCEPTED
23. BID VALIDITY: 120 days from the final due date of quotation	ACCEPTED
24. Any claim arising out of order shall be sent to NRL in writing within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by NRL.	ACCEPTED
25. Printed terms and conditions, if any, appearing in quotation shall be ignored and shall not be applicable in the event of order. In case of contradiction between the confirmations given herein and terms & conditions mentioned elsewhere in the offer, the confirmation given herein shall prevail.	ACCEPTED
26. WE ACCEPT ALL THE COMMERCIAL TERMS AND CONDITIONS OF NIT (Rev. 01) , SCC, SIB & GPC (Import)	ACCEPTED

(Signature of bidder)

Stamp:

Date:

Numaligarh Refinery Limited, Assam

SPECIAL CONDITIONS OF CONTRACT (SCC)
(FOR INDIAN BIDDERS)

1	Limitation of Liability:	The aggregate liability of the vendor to the owner (whether based on contract or tort including negligence and strict or absolute liability) arising out of or under this contract shall not exceed purchase price of this contract provided that no such limit shall apply in respect of ; i) Any liability pursuant to vendor's indemnity obligations under the contract; or ii) Any loss resulting from fraud, intention or willful misconduct or illegal or unlawful iii) acts or omissions of vendor, its affiliates or any sub-vendor or any supplier or any of its or their respective officers, directors, employees, servants or agents; or iv) Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; v) Any liability under clause 15.0 of General Purchase Conditions (Indigenous) of NRL; AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner." However, neither party shall be liable to the other party for any indirect and consequential losses on account of production, revenue or profit.
2	CANCELLATION:	The owner reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the vendor if. a) The vendor fails to comply with the terms of this purchase order. b) The vendor becomes bankrupt or goes into liquidation. c) The vendor fails to deliver the goods on time and /or replace the rejected goods promptly. d) The vendor makes a general assignment for the benefit of creditors e) A receiver is appointed for any of the property owned by the vendor. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on purchase order matters connected with it. The owner in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price, if any, from the vendor, reserving to itself the right to forfeit the security deposits if any, made by the vendor against the contract. The provision of the clause shall not prejudice the right of the owner from invoking the provisions of the clause 'delayed delivery' as aforesaid.
3	FORCE MAJEURE:	"Force Majeure" shall mean and be limited to the following: "War/Hostilities, Riot or Civil Commotion, Earthquake, Flood, Tempest, Lightning or other natural physical disaster, Strike or Lock-out (only those exceeding 10 continuous days in duration) affecting the performance of the vendor's obligations, Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order.

Numaligarh Refinery Limited, Assam
SPECIAL CONDITIONS OF CONTRACT (SCC)
(FOR FOREIGN BIDDERS)

Tender No. OC01000102/PRA

1.	Arbitration:	<u>Arbitration Clause for PSEs / Govt. Deptt. (Except a dispute or difference concerning the Railways, income-tax, Customs and Excise Duties):</u> "in the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts , such dispute or difference shall be referred by either for Arbitration to the sole arbitrator in the Department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises . The arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator". <u>Arbitration Clause for others:</u> a) Any dispute on difference of any nature whatsoever, any claim, cross-claim, counter- claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director" The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COIVIPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office on being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings not withstanding his transfer or vacation or office as an Officer of the COMPANV if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause. b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever. c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral an / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him. d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider an deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director" e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken. f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties. g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so,
----	--------------	--

Numaligarh Refinery Limited, Assam
SPECIAL CONDITIONS OF CONTRACT (SCC)
(FOR FOREIGN BIDDERS)

Tender No. OC01000102/PRA

2	Limitation of Liability:	The aggregate liability of the vendor to the owner (whether based on contract or tort including negligence and strict or absolute liability) arising out of or under this contract shall not exceed purchase price of this contract provided that no such limit shall apply in respect of ; i) Any liability pursuant to vendor's indemnity obligations under the contract; or ii) Any loss resulting from fraud, intention or willful misconduct or illegal or unlawful iii) acts or omissions of vendor, its affiliates or any sub-vendor or any supplier or any of its or their respective officers, directors, employees, servants or agents; or iv) Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; v) Any liability under clause 15.0 of General Purchase Conditions (Indigenous) of NRL; AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner." However, neither party shall be liable to the other party for any indirect and consequential losses on account of production, revenue or profit.
3	CANCELLATION:	The owner reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the vendor if. a) The vendor fails to comply with the terms of this purchase order. b) The vendor becomes bankrupt or goes into liquidation. c) The vendor fails to deliver the goods on time and /or replace the rejected goods promptly. d) The vendor makes a general assignment for the benefit of creditors e) A receiver is appointed for any of the property owned by the vendor. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on purchase order matters connected with it. The owner in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price, if any, from the vendor, reserving to itself the right to forfeit the security deposits if any, made by the vendor against the contract. The provision of the clause shall not prejudice the right of the owner from invoking the provisions of the clause 'delayed delivery' as aforesaid.

Numaligarh Refinery Limited, Assam
SPECIAL INSTRUCTION TO BIDDERS (SIB)
(Applicable for both Indian Bidders & Foreign Bidders)

1	EVALUATION FOR COMPARISON OF BIDS (INDIAN BIDDERS):	Following shall be applicable for evaluation of prices: a. Bids shall be evaluated on the basis of landed cost at Site including all duties, taxes, P&F, Testing & inspection (including TPI), Transportation & Transit Insurance Charge, Assam Entry Tax etc. Cenvatable excise duty, cenvatable service tax as applicable, shall be taken into account while arriving at the landed cost. b. Training Fee (as quoted by bidder) shall be taken into account while arriving at the landed cost. c. Commercial loading (if any) shall be done on Ex-Works basis.
2	EVALUATION FOR COMPARISON OF BIDS (FOREIGN BIDDERS):	Following shall be applicable for evaluation of prices: a. Bids shall be evaluated on the basis of landed cost at Site including third party inspection, all duties, taxes and transportation charges as under except cenvatable CVD, SAD, Service Tax : i) F.O.B. price quoted by the bidder including Third Party Inspection charges. ii) Firm Ocean Freight as quoted by bidders. If a supplier does not quote firm ocean freight charges, his offer shall be treated as incomplete and will not be considered for evaluation. iii) Marine insurance @0.25% of FOB price. iv) Prevailing Merit rate of Customs duty (CD) calculated on (CFR Value + Marine Insurance + Landing Charges). For calculation of Customs duty, landing charges shall be considered @1% of (CFR Value+ Marine Insurance). v) E-cess@ 2% on (CD +CVD) and Sec E Cess@1% on (CD+CVD) v) Port handling charges @ 2% of CIF value. vi) Lumpsum Charges towards Inland Transportation from Kolkata Port to NRL Site, Temporary Registration of Vehicle etc.; as quoted by the bidder. vii) Bank Charge @1% of FOB value. viii) Assam Entry Tax as applicable. b. Training Fee (as quoted by bidder) shall be taken into account while arriving at the landed cost. c. Commercial loading (if any) shall be done on FOB Price.
3	PRICE IMPLICATIONS NOT PERMITTED:	(a) Any increase/ decrease in price submitted by bidder after submission of offer without any query will be treated as unsolicited. (b) No Price implication shall be permitted against technical / commercial queries, which are clarificatory in nature without involving any change in scope / specifications. In case any bidder gives Price increase, the bidder shall be advised to withdraw such price increase, and if the bidder does not accept to withdraw price increase, his bid for corresponding item will be rejected. (c) In case of unsolicited price decrease, the bidder's offer shall be compared as per originally quoted prices and if the bidder happens to be the successful bidder, the decrease in prices shall be taken into account for ordering.
4	TRANSPORTATION:	For Indian Bidders: Bidders to note that materials against this Tender are required to be despatched on door delivery basis on freight –‘Pre-Paid’. For Foreign Bidders : Purchaser reserves the right to place the order on any of the specified price basis (FOB or CFR). In case of award, LOA/ PO shall be placed on FOB basis and NRL reserves the right to convert the same to CFR basis at a later date. Therefore bidder's quoted ocean freight charges should be valid for the entire duration of contract. Bidder's quoted ocean freight charges should be valid for the entire duration of contract.

Numaligarh Refinery Limited, Assam
SPECIAL INSTRUCTION TO BIDDERS (SIB)
(Applicable for both Indian Bidders & Foreign Bidders)

5	ERROR IN INTERPRETATION OF TAXES & DUTIES:	Any errors of interpretation of applicability of taxes & duties by bidders shall be to bidders account.
6	GENERAL:	(i) NRL shall claim cenvat benefits on Excise Duty, CVD, SAD, Service Tax as well as the cess applicable on service tax and accordingly excise duty, CVD, SAD, Service Tax & Cess. Supplier shall be required to issue CENVATABLE invoices enabling NRL to avail CENVAT benefit. (ii) NRL shall issue concessional form "C" for Central Sales Tax on quarterly basis. (iii) Foreign supplier's bid shall be compared considering the Exchange Rate of USD / EUR / GBP / JPY declared by Reserve Bank of India (http://www.rbi.org.in/) in 01 day prior to the date of priced bid opening. (iv) Foreign suppliers prices shall be inclusive of third party inspection charges. (v) Marine Insurance shall be excluded from foreign supplier's scope and the same shall be arranged by the Owner. However, for loading purpose, Marine Insurance shall be loaded @ 0.25% of FOB prices. For Indian suppliers, transit Insurance from FOT despatch Point to FOT Site shall be included in the scope of Indian Supplier. (vi) In case Indian supplier does not accept TPI, transportation & transit Insurance in their scope, their offer will be treated as incomplete and may not be considered for further evaluation. (vii) Assam Entry tax on scheduled items under Assam Entry Tax Act, if applicable, will be borne by NRL and will be loaded during evaluation of offer.

Numaligarh Refinery Limited, Assam General Purchase Conditions (Indigenous)		
** Unless otherwise specified/agreed, terms & conditions of this General Purchase Conditions shall prevail		
Definition : 'NRL' means 'Numaligarh Refinery Limited.' 'Vendor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services. Banker : Unless otherwise specified, NRL's banker at Numaligarh shall be : State Bank of India, NRL Complex, P.O. NR Project, Pin : 785699, Dist. Golaghat, Assam. Bank Code : 5377		
1.	Price Basis	Prices are to be quoted on FOT NRL Site, Numaligarh basis (or, FOT NRL Guwahati/New Delhi/Calcutta basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight and transit insurance charges, (all in % age) .
2.	Firm Price	Quoted prices shall remain firm and fixed till complete execution of the order.
3.	Payment Term	Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods."
4.	Weights & Measurements	All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.
5.	Qty. Tolerance	For Steel Items, $\pm 0.5\%$ qty. tolerance for weigh bridge scale variation or, std. rolling tolerance (as applicable) for sectional weight measurements shall be permissible.
6.	Transportation	Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope.
7.	Despatch	Unless otherwise specified, all LR/RR etc. must be in the name of Numaligarh Refinery Limited and not 'Self'. Any demurrage or wharfage paid by NRL to the carriers due to consignments being booked as 'Self' will be recovered from the vendor. No consignment shall be booked on 'Said to Contain' basis. If so, it will be at vendor's own responsibility and risk.
8.	Packing, Marking Shipping & Documentation	All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package shall be clearly marked with indelible paint with the <i>Purchase Order No. , From (Name & Add.), To (Name & Add.), Destination , Item Net & Gross Weight , Case No. (Sl. No. of Total Cases) & Dimensions</i> , and shall contain copies of despatch documents and packing list. Details given in the <i>"Packing, Marking, Shipping and Documentation Specification for Indigenous Materials"</i> – wherever enclosed with a Purchase Order, shall be strictly followed.
9.	Test Certificate	Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished alongwith supplies. In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.
10.	Guarantee	Vendor shall guarantee NRL against any and all defects in design, workmanship of material and performance for a period of 12 months from the date of commissioning/installation or 24 months from the date of last despatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation.
11.	Insurance Charges	Transit insurance shall be in NRL's scope only when specifically agreed upon. In such cases, vendor shall intimate despatch details and value of goods in advance per fax for transit insurance coverage.
12.	Bank Charges	Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.
13.	Offer Validity	The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry.
14.	Taxes & Duties	In case of applicability of Excise Duty (ED), relevant ED paid challan-cum-invoice must accompany supplies. For claiming Sales Tax, particulars of Sales Tax registration certificate shall be furnished alongwith invoices. Statutory variation in taxes & duties within the contractual delivery period shall be borne by NRL. However, in case of delay on a/c of vendor, any new or additional taxes & duties imposed after the contractual delivery date shall be borne by the vendor. NRL's CST Regd. No. : GAU(C)/C-2705. PAN No. : AAA CN 6984B Excise Regd. No. : 1/CH-27/GLT(060202)/94; ECC : 060204001P; Excise Range : Golaghat – 1 (Assam); Division : Jorhat (Assam); Collectorate : Shillong (Meghalaya).
15.	Delivery Period & Delayed Delivery	The delivery period quoted/agreed shall be strictly followed. Failing supplies in time, NRL reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the vendor. In case of delay in execution of the order, NRL may at its option, recover from the vendor price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.
16.	Repeat Order	Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.
17.	Part Order	Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.
18.	Changes in Terms & Conditions	NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.
19.	Right of Rejection	NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.

Numaligarh Refinery Limited, Assam
General Purchase Conditions (Indigenous)

**** Unless otherwise specified/agreed, terms & conditions of this General Purchase Conditions shall prevail**

20.	Arbitration	Any dispute whatsoever in any way arising out of or relating to a Purchase Order shall be referred to arbitration of the Chief Executive of Numaligarh Refinery Limited or, to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of NRL. The award of the arbitrator shall be final, conclusive and binding on all parties.
21.	Jurisdiction	Any dispute relating to the purchase of goods between NRL and vendor shall be subject to the jurisdiction of a Court of Law situated in the State of Assam.
22.	Acceptance of Order	In the event of order being placed, the vendor shall acknowledge receipt and acceptance in toto to the Purchase Order by signing and returning the duplicate copy within 10 days from the date of the order, failing which, the Purchase Order shall be deemed to have been accepted by the vendor in toto.
23.	Distribution of Documents	Invoices and other original despatch documents in case of direct payment and advance copies of despatch documents in case of thro' Bank payments, shall be sent to the <i>Finance, Commercial & Materials Deptt.</i> of NRL individually.
24.	Conflict among other Terms and Conditions	In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular Purchase Order, the latter shall prevail to the extent applicable.
25.	Non Assignment	The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.
26.	Control Regulations	Vendor shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.
27.	Govt. Policy	The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.

NUMALIGARH REFINERY LIMITED

General Purchase Conditions (Imports)

Definition:

NRL means 'Numaligarh Refinery Limited'

"Vendor" means a Person or Firm or Company, to whom the order is addressed, for supply of goods and / or services.

Bankers: Unless otherwise specified, NRL's banker at Guwahati, Assam (India), shall be: State Bank of India, GMC Branch, Bhangagarh, Guwahati, Pin: 781005, **Bank Code: 0077.**

NRL's banker at Numaligarh, Assam (India), shall be: State Bank of India, NRL Complex, P.O. NR Project, Pin: 785699, Dist. Golaghat, Assam. **Bank Code: 5377.**

NRL's banker for currencies of other countries: State Bank of India, Commercial Branch, Bee Kay Tower, Ganeshguri, Guwahati, Assam, India, Pin : 781006, Fax No : +91 361 2231825. Tel.No. +91 361 2231745.

1. Price Basis

Prices shall be quoted on FOB (FAS in case of USA) Port / Airport of Despatch,

The quoted prices must be inclusive of sea/air-worthy packing and forwarding charges, inland freight, loading, insurance and all taxes, duties, levies, bank charges, stamp duties etc. upto FOB Port / Airport of despatch.

Ocean / Air freight upto India, transit insurance, all taxes, duties, levies, bank charges, stamp duties etc. payable in India shall be borne by NRL.

2. Firm Price

The price quoted shall remain firm and fixed till complete execution of the order.

3. Payment Term

Unless otherwise agreed, the payment term shall be - 100% through irrevocable Letter of Credit against despatch documents through bank.

4. Performance Bank Guarantee (PBG)

PBG for 10% of Total Order Value (if required as per enquiry documents), shall be furnished as per proforma enclosed and shall be either through the branches of Indian Public Sector Banks operating in your country or counter guaranteed by the branches of these banks in your country.

The PBG shall be furnished alongwith acceptance copy of the Purchase Order and shall be valid till expiry of the guarantee period. Letter of Credit shall be established **only after** receipt of the acceptance copy of the Purchase Order alongwith the PBG (if applicable).

5. Delivery Period & Delayed Delivery

The delivery period quoted/agreed shall be strictly followed. Failing supplies in time, NRL reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the vendor.

In case of delay in execution of the order, NRL may at its option, recover from the vendor a price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.

6. Force Majeure

"Force Majeure" shall mean and be limited to the following: "War/Hostilities, Riot or Civil Commotion, Earthquake, Flood, Tempest, Lightning or other natural physical disaster, Strike or Lock-out (only those exceeding 10 continuous days in duration) affecting the performance of the vendor's obligations, Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order.

7. Weights & Measurements

All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.

8. Packing, Marking, Shipping & Documentation

All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection.

Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Port of Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list.

Details given in the "Packing, Marking, Shipping and Documentation Specification for Imported Materials" - enclosed with a Purchase Order shall be strictly followed.

9. Inspection & Testing

The goods are to be inspected throughout the phases of production from raw material to finished product by vendor's own Works Inspector. Shipping documents in respect of each consignment should be accompanied by a certificate issued by Works Inspector indicating the tests conducted with results thereof as required under the relevant specifications as indicated in the Purchase Order.

In addition, NRL or NRL's authorised representative/agency shall have rights to thoroughly inspect and test the goods at every stage of progress till such time as the inspector may deem fit and to reject any or all goods which do not conform to the specification of the Purchase Order and the inspector's decision on every question of intent and meaning of specification shall be final and conclusive. The certificates issued by the said inspector to this effect shall form part

of shipping documents and clearly indicate the tests conducted with the results thereof as required under the relevant specifications.

10. Guarantee

Vendor shall guarantee NRL against any defects in design, workmanship of the supplied goods and performance for a period of **12 months** from the date of commissioning/installation or **24 months** from the date of last despatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee period for such repaired/replaced goods shall again be **12 months** from the date of commissioning/installation.

11. Bill of Lading (BOL)/Airway Bill (AWB)

BOL / AWB shall be 'clean' made in favour of Numaligarh Refinery Limited or order of the bank (and not order of shipper) and the notify column should indicate Numaligarh Refinery Limited, Numaligarh, Assam, India.

Immediately after shipment, two non-negotiable copies of BOL/AWB shall be air-mailed to 'The Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi - 110001.'

12. Statutory Requirements

The following paragraph must be incorporated in the BOL / AWB and Invoices:

"The imports are covered under chapter V para 22 of Indian Export-Import policy 2004-2009. The items donot fall under the 'RESTRICTED ITEMS' of the Policy and hence no Import Licence is required. The items being imported also do not fall under the 'NEGATIVE LIST OF IMPORT' of the Policy."

13. Port/Airport Consignee

M/s Balmer Lawrie & Co. Ltd.,
A/c Numaligarh Refinery Limited,
21, Netaji Subhas Road,
Kolkata - 700001 (Fax No. 091-033-2204558)

NOTE : Vendor shall send two copies of shipping documents immediately after shipment by air-mail courier to the port consignee also apart from those sent to NRL.

14. Ultimate Consignee

M/s Numaligarh Refinery Limited,
Numaligarh Refinery Project Site, Numaligarh,
Dist. Golaghat (Assam), INDIA.

15. Shipping Documents

- a) Negotiable BOL or AWB, as the case may be, evidencing shipment.
- b) Invoice for Shipment.
- c) Country of Origin Certificate from the Local Chamber of Commerce.
- d) Packing List.
- e) Certificate of Quality including Inspection Reports & Works Test Certificates.
- f) Shipping Release from Inspector or Quality Surveillance Agency nominated by NRL for the purpose of Inspection (if applicable).
- g) Certificate from the vendor certifying that in case of delay in delivery, price reduction for same have been applied in the invoices submitted for payment.

The vendor shall be responsible for making available to NRL the documents which are essential for arranging Customs Clearance in India. The vendor shall arrange through his banker to have the documents air -mailed to NRL's banker without any delay.

If NRL incurs extra expenditure by way of penalty payable to the Port Trust Authorities in India or any other such expenditure due to delay in receipt of shipping documents, the vendor shall be responsible for making good such extra expenditure incurred by NRL.

16. Distribution of Documents

Invoices and other original despatch documents in case of direct payment by NRL or, advance copies of despatch documents in case of thro' Bank payments, shall be sent to the Commercial & Materials Deptt. of NRL, whose address as shown elsewhere in the document.

17. Submission of Drawings/Documents

In all drawings/ documents sent for NRL's approval before delivery, the nominal value must be declared in the invoices along with the following certification:

- i) The drawings/ documents have no commercial value.
- ii) Value declared is for customs purposes only.
- iii) Drawings are sent for checking and shall be returned back.

In all drawings/ documents sent subsequently, either of the following actions is to be taken:

- i) All final drawings/ documents to be sent alongwith consignments and incorporated in the packing list/ invoices alongwith a declaration that the value of the documents is included in the value of the equipment.
- ii) All final drawings/ documents to be sent separately after the delivery of equipment with nominal value declared in the invoices alongwith the following certification:
 - a) Drawings/ documents have no commercial value.
 - b) Value declared is for customs purposes only.

18. Repeat Order

Repeat Order shall be acceptable to the vendor within **6 months** from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.

19. Part Order

Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.

20. Changes in Terms & Conditions

NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered by NRL.

21. Conflict among other Terms and Conditions

In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular order, the latter shall prevail to the extent applicable.

22. Non Assignment

The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.

23. Arbitration

In case of any question, dispute or difference whatsoever arising between NRL and vendor, it shall be endeavoured to settle the same amicably, failing which either party may forthwith give to the other notice in writing on the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators - one to be nominated by NRL and the other by the vendor or, in the case of the said arbitrators not agreeing, then to the adjudication of an Umpire to be appointed by the arbitrators. The award of the arbitrators, or in the event of their not agreeing that of the Umpire shall be final and binding on the parties and the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Rules thereunder and any statutory modification thereof shall be deemed to apply and be incorporated in the order. The venue of such Arbitration shall be Guwahati, Assam, India.

Upon every such reference, the cost of and incidental to the reference and award respectively shall be at the discretion of the Arbitrator or of the Umpire as the case may be, who may determine the amount thereof and direct the same to be taxed as between solicitor and client, or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the order shall be continued by the vendor during the Arbitration proceedings, unless otherwise directed in writing by NRL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or by the Umpire as the case may be, save as those which are otherwise expressly provided in the order, no payment due payable by NRL shall be withheld on account of such arbitration proceedings unless it is the subject matter thereof.

24. Spare Parts

Before going out of production of the spare parts, the vendor shall give adequate advance notice to NRL so that NRL may order requirements, if it so desired.

Further, the vendor shall guarantee that in the event of going out of production of spare parts, the blue prints, drawings of spare parts and specification of materials shall be furnished at no extra cost to NRL in order to enable NRL fabricate or procure the spare parts from other sources.

The provision of the above clause shall remain effective and binding upon the vendor till the plant/ machinery/equipment/instrument supplied under the order is in use by NRL.

25. Offer Validity

The vendor's offer shall be valid for acceptance for a period of **4 months** from the final due date of the enquiry.

26. Service applicable with procurement

Service portion like Erection/ Installation/ supervision/ Testing/ Trial Run/ Commissioning/ Training/ after sales service etc. wherever applicable with the procurement, shall be quoted separately by overseas vendor. If the service portion is to be done by any Indian counterpart, it shall be quoted only in Indian rupees. A separate service PO shall be placed on the Indian Counterpart for the service portion.

27. Indian Agent

An Indian Agent cannot represent two foreign suppliers or quote on their behalf in a particular tender.

Agency Commission if applicable should be mentioned separately and will be paid only after registration with DGS&D, New Delhi. The commission payable to the Indian agents of foreign suppliers should be made only in Indian Currency.

INTEGRITY PACT

NOTE TO BIDDER:

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

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

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

Prof. Ashoke Kumar Dutta,
50 Jatin Das Road,
KOLKATA - 700029
Mobile- 91-9433096675
Landline- 033-24666625
Email: ashokedutta@hotmail.com



INTEGRITY PACT

Between

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

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

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

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitors

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

For the Principal


.....
Pradyota BARMAN
Dy. Manager (Commercial)
Numaligarh Refinery Limited
Guwahati, Assam - 785 699
Place (Signature)
Date 03.02.2016

For the Bidder/Contractor/
Supplier

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)

**PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE
(PERFORMANCE)**

This deed of Guarantee made this _____ day of _____. by _____.
Company registered under _____ and having its registered office at _____, and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at 122A, G.S. Road, Christianbasti, Guwahati-781005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

WHEREAS

1. The Company has placed an Order No. _____ Dated _____ (hereinafter referred to as "the order") with M/s _____ a company registered under Indian Companies Act 1956 having its registered office at _____. and whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier").
2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs. _____, being the amount equivalent to _____ percentage of the total value of the order for fulfilling the contract.
3. The Surety at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of _____ from the date of commissioning/installation OR from the date of delivery.
4. The Surety binds himself to pay to the extent of _____ Rs. _____ in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.
5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. _____. (Rupees _____ only) and it will remain in force till _____. This Guarantee will remain in force upto _____ in the first instance. However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfil the contract.
6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereunto _____ the day.

**PROFORMA OF BANK GUARANTEE FOR IMPORTED PURCHASE
(PERFORMANCE)**

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S.Road, Christianbasti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s

(Name)..... Constitution.....

(address)..... (hereinafter referred to as "The Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter No. dtd. and the General Purchase Conditions of the Company and upon the conditions of supplier's furnishing for the performance of supplier's obligations and/or discharge of supplier's liability under and/or in connection with the said supply contract up to a sum of (in figures) (in words)(only) amounting to 10% (ten percent) of the total contract value.

We (name)..... (Constitution)..... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith on first demand in writing and without protest or demur any and all moneys anywise payable by the Supplier to the Company under, in respect or in connection with the said supply contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) (in words)only.

And the Bank hereby agrees with the Company that :

- i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Supplier arising upto and until midnight of.....
- ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's obligations and/or liabilities under or in connection with the said supply contract, and to vary the terms vis-a-vis the supplier of the said supply contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the supplier under the said supply contract and/or the remedies of the Company under any other security (ies) now or

hereinafter held by the indulgence /or arrangements with the supplier or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the supplier but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the supplier (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the supplier or any other order of communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the supplier or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.
- vii) Not withstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within three months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.

(To be submitted on bidder's letterhead)

UNDERTAKING

Date: _____

To,

General Manager (Commercial & Legal),
Numaligarh Refinery Limited,
Pankagrath, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India
PIN-785699

Fax No.: 03776-265514 / Phone: 03776-265482
E-mail: prasanta.barman@nrl.co.in

Sub: Declaration for not being under liquidation, court receivership or similar proceedings.
(Tender No: OC06000017/PRA)

Dear Sir,

We herewith declare that we are not under liquidation, court receivership or similar proceedings.

(Authorized Signatory)

Name & Designation:

Company Seal:

Date:

Place:

[For Micro and Small Enterprise (MSE) for passing benefit to MSE as per NIT]

FORMAT FOR 'INDEMNITY BOND'

(To be submitted in Rs. 100 Stamp Paper)

To,

General Manager (Commercial & Legal)
Numaligarh Refinery Limited,
Commercial Dept, Pankagrath,
PO- NR Project, Dist – Golaghat.
PIN-785699, Assam.

We, M/s _____ having registered office at _____; hereby
declare that we shall offer and supply the entire tender quantity against the Tender No.
OC06000017/PRA for 'Supply of High Rise Platform at NRL' from our plant/ factory situated at
_____, if awarded to us; which is having MSE certification.

Thanking You,

Yours faithfully,

Signature :

Full Name :

Designation :

Date :

Company Seal:

Enclo : EM-II Certificate [Part – II Memorandum]

VENDOR DETAILS

Bidder is requested to furnish the following information/ details along with their unpriced offer:

1.	Vendor name (mandatory):	
2.	Complete address (State - mandatory):	
3.	PIN Code (mandatory)	
4.	Telephone, Fax, mobile & e-mail:	
6.	ECC No :	
7.	Excise Registration no :	
8.	Micro/Small/Medium/ others/ no category (mandatory)	
9.	Excise Division :	
10.	Excise Commissionarate :	
11.	Central Sales tax no :	
12.	Local/ State sales tax no :	
13.	Service Tax Registration no	
14.	PAN No (mandatory for Service,Transport,Finance)	
15.	TIN No:	

(Bidder's Signature)

Stamp:

Date:



NUMALIGARH REFINERY LIMITED

RECORD NOTE OF PRE-BID DISCUSSION

Job Name : Supply of High Rise Platform at NRL

E-Tender No : OC06000017/PRA

Points discussed in Pre-Bid meeting held on 04.07.2016 at NRL Site, Numaligarh:

Bidder's query:	NRL's reply
1. All 04 prospective bidders participated in the Pre-Bid Discussion intimated NRL that they are the representatives of their foreign principal and they will submit bid only on behalf of foreign principal (in foreign currency) and NRL to place PO on foreign principal only. Foreign principal will be Single Point Responsible Vendor for the job and requested NRL to amend the Tender / BOQ accordingly so that they can participate.	→ Necessary amendment will be made in the tender. Since BOQ once floated cannot be amended in CPP Portal, re-tender option will be adopted to incorporate revised BOQ/ modification of tender condition to allow foreign bidder's participation. However, Tender No. will remain same.
2. Suggested for following supply payment term for foreign bidders: (i) 80% payment against irrevocable L/C against submission of shipping documents on submission of PBG. (ii) Balance 20% within 30 days of successful commissioning of High Rise Platform at NRL Site.	→ NRL will look into it. Any modification/ changes will be uploaded in the CPP Portal.
3. Bidders informed that RORO (Roll on- Roll off) facility is not available at Kolkata Port and hence, High Rise Platform has to arrive at Mumbai Port instead of Kolkata seaport. Inland transportation after custom clearance of High Rise Platform up to NRL Site shall be in their scope and requested NRL to amend the BOQ/ Tender accordingly.	→ RORO facility is available at Kolkata Port and hence, bidders to quote price up to on CFR Kolkata basis. Onward transportation from Kolkata Port to NRL Site will be in bidder's scope and suitable amendment in this regard will be issued.
4. Requested for extension of Bid Due Date up to 30.07.2016.	→ Agreed.
5. Bidder asked whether agency blacklisted in other Oil PSU shall be allowed to participate in this Tender.	→ NRL replied that agencies submitting their bids shall not be on Holiday list of NRL.
6. PQC: Since the bidder are the representatives of their foreign principal and they will submit bid only on behalf of foreign principal. So the PQC clause in section 4.0 (iv) "which shall have enough experience in Fire & Emergency Vehicle segment with full fledge manufacturing / fabricating fire vehicles / tenders etc" to be omitted.	→ NRL will look into it and necessary modification as required will be uploaded separately.
7. Section 6.1 (c): CCOE spark arrestor. Since the same is included in the section 6.20 (viii) under Accessories. So the section 6.1 (c) to be omitted and section 6.20 (viii) to be modified as 6.1 (c).	→ Agreed.

8. Since the entire model shall meet “the safety design criteria as per EN-1777 (Latest version), European Norms on Hydraulic platform for fire fighting and rescue services - safety requirement and testing” has been mentioned in the section 6.0, so to avoid complexities, the line “welding quality certificate of ISO3834-2 for load bearing steel structures for mobile hydraulic aerial appliance shall be submitted with the offer from an independent agency” mentioned Section 6.4 (d) to be omitted.	→ Agreed
9. Section 6.6 (h) to be deleted as there is no protective covers available for outrigger jack pistons.	→ NRL will look into it.
10. Section 6.20 (viii) to be modified as “Removable type CCOE spark arrestor shall be provided in the exhaust pipe of the engine. If spark arrestor is integrated with the exhaust of the chassis, the CCOE approved certificate shall be provided with the vehicle. Qty: 1 No.	→ Agreed
11. To avoid contradiction between Section 6.16 (a) and Section 6.21 (j), the section 6.21 (j) to be modified as “Cabin shall be as per the chassis manufacturer standard practice. Rear if any structure shall be of welded structure made from SS-316. External paneling shall be of SS-316/aluminum sheet fitted to the structural members by gluing / riveting.	→ Agreed
12. Section 6.1 (f): to be modified to 2.5 – 10% spare capacity on fully laden vehicle.	→ NRL will look into it.
13. Section 6.1 (j): PTO same as chassis make and OMSI (Italy) to be included.	→ NRL will look into it.
14. Agencies have requested NRL to review name of TPIA and suggested to include TUV & SGS in the TPIA list.	→ NRL will look into it.

Date: 04.07.2016

**GM (Commercial & Legal)
Numaligarh Refinery Limited,
Dist: Golaghat (Assam)**