

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



(Domestic Open Tender)

**TENDER DOCUMENT
FOR**

Structural Steel Works for RTA 2023 at NRL Site

[PUR-CIVILMNT-1003811]

Tender No:OC19000330/ND

Work Location: Numaligarh, Assam

Bidder's offer ref: _____ **Dtd.** _____

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

NOTICE INVITING TENDER

Contact Persons for this tender:

Name/Designation: Namita Das, Manager

E-mail ID: namita.das@nrl.co.in

Mobile Number: 8822438349

Our Reference: Tender No. OC19000330/ND

Date: 23.07.2022

Tender document for the job:- Structural Steel Works for RTA 2023 at NRL Site

Subject job is a work contract and is not covered under the Public Procurement policy for MSEs.

Dear Sirs,

Online offers in **Two Part Bid** is invited from competent and experienced domestic (Indian) bidders by Numaligarh Refinery Ltd. for the work as detailed below:

1.	Earnest Money Deposit	Rs.29000. The EMD must be submitted online on the portal of HDFC bank (instructions at Annexure-XVII below) and its receipt must be uploaded along with offer. If the EMD is not received along with the offer, offer shall not be considered for opening. However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload valid MSE registration certificate (as explained in Annexure-X) instead of the EMD deposit receipt.
2.	Contract Period	04 months from the date of site handover. Actual RTA is scheduled to start tentatively on 26.03. 2023. However contract shall be valid for 18 months from the date of placement of LOI/WO.
3.	Place of submission of Bid	Online in the e-tender portal i.e., http://eprocure.gov.in/eprocure/app Bids received by any other way of Post, Courier, Fax, Telex or Telegram or Email or in open condition shall not be considered.
4(a)	Online Bid & EMD Submission:	Before 11.00 AM of 01.08.2022
4(b)	Bid Opening date & time	After 11.00 AM of 02.08.2022
5	Bidder queries, if any / Site Visit:	Latest by 28.07.2022 Queries raised after the above date may not be entertained by NRL. (i.e., 03 days before bid submission end date)
CLARIFICATION OF BIDDING DOCUMENT 1. Although the details presented in this Bidding document `consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings which have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood. 2. Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request information/ clarification of the Bidding Document in writing through E-mail so as to reach office of NRL not later than 03 days prior to opening of Techno-Commercial Bids. NRL may respond in writing to any request for any information or clarification or query of the Bidding Document received up to that date. NRL's response, if any, to queries raised during this time (including an explanation of the query) including publishing in writing in the tender portal (without disclosing source of such query). 3. Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement. 4. Bidders are requested to resolve all their clarifications/queries to the Bidding Document before submission of bid and submit their bid in total compliance to Bidding Document without any deviation /stipulation /clarification /assumption. Accordingly, bidder must submit format for "Compliance to bid requirement" as per ANNEXURE-V duly sealed & signed along with Un-priced part of bid.		

	5. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/Addendum. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, or for any reason at NRL's initiative, shall be published as a Corrigendum /Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid / submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/Addendum are liable to be rejected. 6. Bidder is also advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Any loss to the property /life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep NRL indemnified from any legal consequences arising there from.	
6	Date & Time of Pre Bid Meeting / Venue / Contact persons:	Not applicable

7. **Submission of Bid:** Being an e-tender the bid has to be submitted online in the e-tender portal i.e. <http://eprocure.gov.in/eprocure/app>. Kindly refer “**instructions**” provided in the NIT for the detailed **Bid Submission** procedure.

For any assistance, please contact the following nos. / mail ID:
Phone No 03776 – 265774, email : z_tender@nrl.co.in

8. **Scope of work and Supply:**

The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates, Any other Documents, Drawings, Specifications referred in the tender and as per the direction of Engineer-in-charge.

9. **Rates:**

Firm rates should be quoted in figures in the **Bill of Quantity (BOQ)** uploaded with this tender in excel format.

NOTE: Firm rate should be quoted in figures in the Bill of Quantity (BOQ) provided as BoQ_ along with this tender document at <http://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_ xls as it is, and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify the downloaded priced bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NRL.

Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rate (SOR)' but is required to complete the work which could be reasonably implied/ inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract (SCC), Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document. Bidders are therefore advised to get themselves acclimatized with the site conditions before quoting.

Variation of quoted rate(s)/price(s) shall NOT be allowed on any account after due date & time of submission of offer.

Prices quoted by the bidder, shall remain firm, fixed and valid till completion of the contract. *However, in case of*

any revision of labour wages, NRL may enhance labour wage related rates, if applicable as per the relevant wage revision circular for that work location and as per conditions pre-defined in the tender document. NRL's decision w.r.t. any enhancement in labour wage related rates against a particular contract shall be final & binding.

10. **Mode of tender evaluation:**

- Job shall be awarded on overall L1 basis and complete order shall be placed on a single agency.
- In case more than one agency becomes L1, then discount on the quoted price will be obtained from the L1 bidders in sealed envelopes (**only if the quoted L1 value is not deemed to be on lower side**). The sealed envelopes will be opened in presence of the L1 bidders on a pre-determined date. The bidder offering the highest discount shall be considered as the successful bidder.
- Even after the above exercise, if more than one agency remains at L1 (**or the originally quoted L1 value is deemed to be on the lower side; and any further discount is felt to lead to unworkable situation**) then lottery will be conducted to determine the L1 position without asking for further/any discount.

11. **Security deposit:** Successful bidder has to submit Security deposit as per GCC of NRL.

A sum of 3% of the accepted value of the tender or the actual value of work done whichever is applicable (due to any additional work or any other reasons) shall be deposited by the Contractor as Security Deposit. This may be deposited initially at 0.75% of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 2.25% to be recovered from bill against work done.

Alternatively, the Contractor may, at his option, deposit the full amount of 3% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract. CONTRACTOR can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form.

Bank guarantee should be routed through SFMS platform. Relevant information are provided in Annexure-XX

12. **Defect Liability Period:** Applicable as per GCC

13. **Measurement of work:**

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

14. **Terms of payment:** Payment will be made against work done through **RA Bills**.

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

An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.

15. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices including all taxes. It is for the Bidder to assess and ascertain the rate of above taxes & duties applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of above taxes & duties which are based on Bidder's wrong assessment / interpretation of applicability of said taxes & duties.

However, GST as applicable will be loaded extra by NRL on the quoted value.

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

If there is delay beyond contractual completion period for reasons attributable to Contractor, any increase in taxes & duties will be borne by the Contractor and any decrease shall be passed on to Owner.

16. **Penalty Clause:**

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

17. **Other terms and conditions:**

- (a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (e) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **SM (CM), NRL Site, Numaligarh** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (i) No mobilization advance will be paid to the contractor for execution of this work.
- (j) The General Conditions of Contract (GCC) of NRL will be applicable for this contract. The General Conditions of Contract of NRL is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → General Conditions of Contract and Annexures
- (k) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website**

- (m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 of GCC).
- (n) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract**, wherever applicable. (Refer clause 8 of GCC).
- (o) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
 - (i) The Contract Labour (Regulation and Abolition) Act,
 - (ii) The Minimum Wages Act.
 - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
 - (iv) The Payment of Wages Act,
 - (v) The Payment of Bonus Act,
 - (vi) The Employees Provident Fund & Misc. Provisions Act,
 - (vii) Family Pension Scheme,
 - (viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Provident Fund

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

ESI Fund

- a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.
- b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.
- c) Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document
- (p) All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 12.08.2021, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f 12.08.2021)
- (q) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (r) **Contractors' Performance Evaluation:** NRL has adopted a dynamic performance monitoring /evaluation procedure for continuous monitoring and evaluation of contractors, to maintain their accountability and performance. A rating, based on performance shall be assigned for each work executed by a contractor. This rating shall be used in determining eligibility of the bidder in subsequent tenders issued by NRL (or by NRL authorized agencies / PMC / EPCM).

Following are the areas to be covered under continuous evaluation process:

1. Compliance of safety and housekeeping at worksite
2. Resource mobilization/delay in completion
3. Quality of works and documentation
4. Compliance of statutory / regulatory guidelines

Contractor whose performance is evaluated as Unsatisfactory based on pre-defined scoring criteria shall be debarred for 1 year from participating in NRL's tenders from the date of issuing notification by NRL.

Detailed Contractors' Performance Evaluation methodology is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Contractors' Performance Evaluation Procedure

Performance evaluation shall be applicable for the contract(s) to be awarded under this tender.

- (s) **Recovery rate of materials issued to contractor on chargeable basis:** Generally, in NRL contracts, scope of supply of all materials, tools & tackles, equipment, machineries and labour is entirely kept under the contractor. However, in the interest of expediting the work NRL may supply cement and reinforcement bars to the contractor on chargeable basis on their request and subject to availability at NRL. In such case the contractor has to lift the materials from NRL's warehouse in Refinery premises and transport to the worksite at his own cost.

Wherever materials are issued to contractor on chargeable basis, NRL shall recover the landed cost of the materials (as per rates of latest executed NRL PO, at the time of issuance of materials) plus 15% overhead and applicable GST from contractors RA bills or any other dues.

- (t) **Gate Pass System:** "Saral Pravesh" is a platform developed by Numaligarh Refinery Ltd. for applying & issuing of smart card-based Photo Gate Pass required for entering Numaligarh Refinery premises. This is a web based application and web link is available on NRL web site (<https://www.nrl.co.in/>) under "Day to Day Applications" (Link: <https://www.nrl.co.in/icwcs/>). Any contractor, consultants, service provider, vendor who is required to deploy their employees, executives, workers, experts etc. at Numaligarh Refinery premises for execution of any work or training shall register in the "Saral Pravesh" system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA / Work Order.

The bidders are advised to submit IT PAN No, GST registration Certificate, PF & ESI registration Certificate with their offer.

**For CGM (Commercial)
Numaligarh Refinery Limited**

" All Business Partners are requested to register in GeM through their Local (State) Business Facilitator following the link mentioned as below:-

<https://gem.gov.in/training/facilitators> "

PRE-QUALIFICATION CRITERIA (PQC)

Job Name : Structural Steel Works for RTA 2023 at NRL Site
Tender No. : OC19000330/ND

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

A) Past Experience of having **successfully completed** similar works* during last 10 years ending last day of month previous to the one in which applications are invited should be either of the following:

- **One** similar work costing not less than **Rs.28.75 Lakhs**
- **Two** similar works costing not less than **Rs.23 Lakhs each** and
- **Three** similar works costing not less than **Rs.17.25 Lakhs each.**

Note: Relevant work order copies and corresponding completion certificates are to be enclosed with offer. The completion certificate should consist of Name of Work, Work Order number & date, Actual executed value and Actual completion date. The value of past experience shall be adjusted at a simple rate of 07% for every completed year and / or part thereof ending last day of the month proceeding the month in which bids are invited.

Unless otherwise specifically mentioned in the tender, Provisional Job Completion Certificate or Job Completion Certificate issued against incomplete / in-progress job will not be acceptable.

***Similar Works:** Bidder must have experience in executing Structural steel Works at Hydrocarbon Refinery/ Petrochemical / Fertilizer industry. In case of composite job, executed value of Structural steel part duly certified by Client /EIC shall only be considered.

B) AVERAGE ANNUAL TURNOVER, of the last 3 financial years, shall be at least Rs.17.25 Lakhs.

Bidders to submit copies of audited profit & loss account for the last three financial years in support of annual turnovers "or" certification of annual turnovers for the last three financial years from a registered chartered accountant firm. Last three 3 financial years mentioned above refers to immediate 3 preceding financial years wherever the last bid submission date is after 30th Sept. In case of tenders having last bid submission date up to 30th September, and audited / CA certified turnover documents of the preceding financial year is not available, the audited / CA certified turnover documents of the 3 years prior to preceding financial year will be considered. [May refer illustrative example given at Annexure-VII]

C) Possession of Valid GST registration certificate: Bidders are requested to upload their VALID GSTIN/UIN Certificate along with the Bid Document. NRL at its discretion may not consider the bidder's bid for further evaluation if the same is not found uploaded with the bid or not found to be valid in GST portal.

NOTE TO BIDDERS:

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Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Qualification Criteria along with their offer. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. NRL at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. However, Bidder shall not be allowed to submit new references or document related such new references with respect to their past experience unless it is not mentioned in their original offer.

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

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

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Consortium/Joint venture bids are not acceptable.

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NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidders credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs /

original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

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AGREED TERMS & CONDITIONS (ATC)

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

DULY FILLED, SIGNED & STAMPED COPY OF THIS PRE-FILLED “QUESTIONNAIRE” SHALL BE ENCLOSED WITH BIDDER’S UNPRICED BID WITHOUT ANY DEVIATIONS. SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER’S QUOTATION”.

SN	DESCRIPTION	BIDDER’S CONFIRMATION
A	<u>SCOPE OF WORK AND SUPPLY:</u> The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates, Any other Documents, Drawings, Specifications referred in the tender and as per the direction of Engineer-in-charge.	Noted & Confirmed
B	<u>RATES:</u> Rates should be quoted in line with clause 9 above	Noted & Confirmed
C	<u>EVALUATION OF TENDER:</u> Bids shall be evaluated as per clause 10 above	Noted & Confirmed
D	<u>SECURITY DEPOSIT:</u> Successful bidders shall be required to furnish security deposit in line with clause 11 above	Noted & Confirmed
E	<u>DEFECT LIABILITY PERIOD:</u> Bids shall be evaluated as per clause 12 above	Noted & Confirmed
F	<u>MEASUREMENT OF WORK:</u> Measurements shall be as per clause 13 above and as per SCC below	Noted & Confirmed
G	<u>PAYMENT TERMS:</u> Payments shall be made as per clause 14 above and as per SCC below	Noted & Confirmed
H	<u>PRICE, TAXES, DUTIES:</u> Shall be as per clause 15 above	Noted & Confirmed
I	<u>PENALTY CLAUSE:</u> Shall be as per clause 16 above and NRL’s General Conditions of Contract (GCC)	Noted & Confirmed
J	<u>GST RATE:</u> Please mention applicable GST rate (in terms of %) for the tendered job	_____
K	<u>SAC CODE:</u> Please mention applicable SAC code for the tendered items	_____
L	<u>COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):</u> The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence. In case of delay, attributable to the contractor, penalty / LD shall be applicable under the provisions of the contract / NRL’s General Conditions of Contract (GCC)	Noted & Confirmed
M	<u>COMPLIANCE TO BID REQUIREMENTS:</u> We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed
N	<u>BID VALIDITY:</u> We hereby undertake that our bid for the above stated work against Tender shall remain valid for a period of 6 (six) months from the date of bid opening.	Noted & Confirmed

O	<u>FIRMNESS OF PRICES:</u> Quoted prices shall remain firm and fixed till complete execution of the job, unless any variation/escalation is specifically mentioned in the tender document.	Noted & Confirmed
P	Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered for evaluation. Accordingly, the bidder shall submit a self-declaration as per format in Annexure-XII on Bidder Company Letter Head. It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer and if the bid has resulted in a contract, the contract is liable to be terminated.	Confirmed & Submitted
Q	All other terms and conditions shall be as per NRL's 'General Condition of Contracts'.	Noted & Confirmed

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DATE : _____

SPECIAL CONDITIONS OF CONTRACT (SCC)

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

1.0 GENERAL: The Refinery shutdown is planned in the 1st Quarter of 2023 and the exact date shall be informed to successful bidder for detailed mobilization.

1. Gate Pass Formalities for men, materials and equipments as per prevailing norms and standards at NRL shall be followed. Gate pass for workers shall be applied to NRL along with PF, ESI, Police verification documents, all complete.
2. Work Permit System (hot permit/ cold permit/ excavation permit/ height permit etc.) of NRL as applicable shall be followed.
3. Vehicles hired for bringing construction material shall have all necessary documents as required by CISF, NRL Unit.
4. Proper discipline to be maintained by contractor work men. No deviation in this regard shall be accepted.
5. The contractor has to be responsible while deploying his workmen, so far as security is considered. The contractor shall ensure that only work men with good antecedents are engaged. No work men of doubtful character shall be deployed by contractor. Entry shall be permitted only through valid photo gate passes only. It is to be noted that NRL shall not accept any compromise with regard to security of the Refinery.
6. The Schedule of Rates shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, scope of work, scope of supply, Technical Specifications, Drawings and any other document forming a part of this contract.

2. SCOPE OF SUPPLY:

a. Owner's Scope of Supply:

- Water & Power shall be provided at single point basis on free issue basis and further distribution shall be done by the agency.
- Structural Steel
- Gratings
- Crane, Hydra, Tractor with trailer or any other equipment shall be issued by NRL free of cost for shifting, lifting and transportation of materials from NRL Store as per availability. (However, Contractor shall not demand any delay for non-availability of Equipment).

b. Contractor's Scope of Supply:

- Structural Steel (In case of unavailability with NRL, material has to be procured by the agency)
- All tools and tackles required for the completion of the work in all respect.
- All consumable required for the structural works.

c. However, NRL may issue Structural Steel to the contractor on chargeable basis as per relevant item of the SOR at the following recovery rates.

Structural Steel: NRL's landing cost plus 15% Extra

The detailed Scope of work is as per the SOR items and the conditions mentioned in the tender document but not limited to the following.

1. Structural Steel works
2. Supply and Fabrication of Structural Steel as per the requirement of site and discretion of the EIC for required section.

3. IMPORTANT NOTES:

- i. The job is for Refinery Shut down job of approximately 01 Months and balance residual Structural Works if any which can be done beyond RTA 23 shall be done in another 1 months.
- ii. The work has to be carried out in 03 (three) shifts i.e. round the clock.
- iii. The contractor has to deploy Experienced Engineers, Welder, Fitter, Riggers, supervisors and all kind of workmen to complete the work in all respect adequately to cater to the shift requirement in all the units of the Refinery.
- iv. The agency has to arrange for Tools, Tackles, equipment; consumables and other required materials etc. well in advance so that the jobs are not hampered during the shutdown period.
- v. Necessary arrangement working at night like-Illumination etc. to be arranged by the agency.
- vi. Adequate numbers of Site Supervisor & Technical staff for monitoring the job will have to be engaged round the clock.
- vii. The Structural works may have to be carried out at any height where scaffolding may be required and required Scaffolding will have to arrange by the Contractor without any extra cost to NRL and contractor to quote his Rates accordingly in the Tender.

4. MODE OF MEASUREMENT:

1. The record of all free issue materials shall be properly maintained by the Agency. Complete reconciliation of Issued material from NRL and materials procured by the agency shall be maintained from time to time and certified copy will be required for processing of Bill.
2. Excess issued material will have to be returned to NRL in good working condition.
3. All steel remaining with the contractor shall be returned to NRL stores at his own cost after completion of fabrication, in the form of full lengths, useful cut bits and scrap.
The following yardstick will be adopted for the purpose of classification of scrap.
 - (a) Steel plates and sheets 1000X500mm and above Useful cut bit
 - (b) Structural One metre and above in length Useful cut bits
 - (c) Structural Less than one metre in length Scrap
4. The invisible (non-returnable) wastage should not exceed a maximum of 2% by weight of fabricated steel work and returnable wastage generated by way of scrap or useful cut bits shall be returned at "Actuals". Maximum permissible limit for scrap without recovery shall be 5% of actual fabricated quantity. However every care should be taken to see that raw steel is utilized most economically by preparing necessary cutting lists to restrict the scrap within the permissible limit.
5. Should the quantum of invisible wastage exceed the 2% permissible limit, RECOVERY AT TWO TIMES OF THE VALUE OF the extra tonnage involved will be affected from the contractor for the excess quantity involved (2 times x Recovery Rate).
6. The Contractor shall submit a material tallying statement on completion of the work indicating the details of quantities of each material (section by section) received quantities used for fabrication as per work lists. Quantity returned in full length, useful cut bits and scrap and the quantity reckoned as invisible wastage.
7. Minimum Staff Deployment:
Site Incharge-01No.
Experienced Civil Engineer-02 No.
Safety cum work Supervisor-04Nos.
8. PAYMENT TERMS: 100% against measurement of work done.

Conditions not covered above shall be governed by GCC of NRL.

LIST OF ANNEXURES

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

Number	Short Description
Annexure-I	Details of Equipment tools & tackles
Annexure-II	Details of similar works done during the past ten years
Annexure-III	Concurrent commitments of tenderer
Annexure-IV	Proposed site organogram
Annexure-V	Compliance to bid requirements
Annexure-VI	Compliance to Bid validity
Annexure-VII	Annual turnover in last 3 years
Annexure-VIII	Checklist for submission of bids
Annexure-IX	Bidder details
Annexure-X	Tender from Micro & Small Enterprises
Annexure-XI	Arbitration
Annexure-XII	Self-Declaration of black/holiday listing
Annexure-XIII	Price bid undertaking
Annexure-XIV	Tender acceptance letter
Annexure-XV	Indemnity bond cum undertaking
Annexure-XVI-A, C	Sharing of land border with India, Form-B
Annexure-XVII	Instructions for ONLINE EMD submission
Annexure-XIX	Format for Contract Agreement
Annexure-XX	Proforma of Bank Gurantee for Security Deposit

Job Name : Structural Steel Works for RTA 2023 at NRL Site
Tender No. : OC19000330/ND

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

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

Item proposed to be deployed	Description make model & capacity	Numbers	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks
1	2	3	4	5	6	7

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

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS**Job Name** : Structural Steel Works for RTA 2023 at NRL Site**Tender No.** : OC19000330/ND**Name of Bidder** :

Sl.No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual compln. time in months	Year of Compln.	Remarks
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(SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER**Job Name** : Structural Steel Works for RTA 2023 at NRL Site**Tender No.** : OC19000330/ND**Name of Bidder** :

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

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANOGRAM

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

Name of Bidder :

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

(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

Name of Bidder :

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

(SIGNATURE OF BIDDER)

ANNEXURE - VI

BID VALIDITY

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

Name of Bidder :

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

(SIGNATURE OF BIDDER)

AVERAGE ANNUAL TURNOVER OF LAST THREE FINANCIAL YEARS

Job Name : Structural Steel Works for RTA 2023 at NRL Site
Tender No. : OC19000330/ND

Name of Bidder :

Sl. No	Financial Year	Turnover
1		
2		
3		
Average Annual Turnover:		

Bidders to submit copies of audited profit & loss account for the last three financial years in support of annual turnovers “or” certification of annual turnovers for the last three financial years from a registered chartered accountant firm. Last three 3 financial years mentioned above refers to immediate 3 preceding financial years wherever the last bid submission date is after 30th Sept. In case of tenders having last bid submission date up to 30th September, and audited / CA certified turnover documents of the preceding financial year is not available, the audited / CA certified turnover documents of the 3 years prior to preceding financial year will be considered.

ILLUSTRATIVE EXAMPLE:-

- *If the due date for submission of bid is up to 30.09.2022; **Say 30.09.2022 or before** you may submit turnover documents for **19-20, 20-21, 21-22** “OR” **18-19, 19-20, 20-21** if 21-22 is not yet finalized.*
- *But, if the due date for submission of bid is after 30.09.2022; **say 01.10.2022 or after** you have to submit turnover documents for **19-20, 20-21, 21-22** only.*

[The above is an example only and actual FYs shall depend on the actual due date for submission.]

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS**Job Name** : Structural Steel Works for RTA 2023 at NRL Site**Tender No.** : OC19000330/ND**Name of Bidder** :

Following documents should be submitted with bids. Bidders are requested to fill this checklist and also to ensure that the details/ documents as mentioned below have been furnished.

Please tick (✓) the box for the documents to be enclosed with the bid.

1. Power of Attorney “or” Proprietorship Certificate/Proof in the name of the signatory of the bid.	
2. Declaration for Bid Security / Earnest Money Deposit (EMD) / MSE Certificate, as applicable.	
3. Full set of the tender document with every page duly filled, sealed & signed.	
4. Copy(ies) of work order(s) and corresponding completion certificate(s) or any other relevant documents in support of past experience(s) to clearly meet the PQC.	
5. Copy of Audited Trading and profit & loss accounts or certificate from CA as proof of turnover to meet the PQC.	
6. Other certificates/license/proof as stipulated in the PQC requirements (if any)	
7. Copy of VALID GST Registration Certificate	
8. Copy of PAN card.	
9. Copy of PF Registration Certificate	
10. Copy of ESI Registration Certificate	
11. Category of MSE registration (UDYAM registration certificate to be submitted) – if applicable	
12. Any other certificates, licenses, etc. as sought in the PQC or SCC (if any)	
13. Following documents in your letterhead duly signed sealed by authorized signatory:- a) Tender Acceptance Letter (Annexure XIV), b) GST Indemnity Bond cum Undertaking (Annexure XV) c) Bidder’s Undertaking regarding restrictions on procurement from a bidder of a country which shares land boundary with India (Annexure XVI-B or XVI-C)	
14. Integrity Pact Document duly signed & sealed (if applicable)	

Bidder should list the exclusion, if any, along with the reasons thereof. NRL may treat a bid as incomplete if it is not accompanied by above documents and reject such bid without providing any opportunity to the bidder to submit shortfall documents.

(SIGNATURE OF THE BIDDER)

BIDDER DETAILS

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

NAME OF SIGNATORY OF BID :

DESIGNATION OF SIGNATORY :

NAME OF THE COMPANY :

REGISTERED ADDRESS :

OPERATING OFFICE ADDRESS :
(Address for managing this contract)

YEAR OF ESTABLISHMENT :

COMPANY'S LEGAL STATUS :
(Partnership/Proprietary/Limited etc.)

COMPANY'S CATEGORY :
(Micro/Small/Medium etc.)

NATURE OF BUSINESS :

E-MAIL :

CONTACT PERSON / DESIGNATION :

MOBILE NO :

(SIGNATURE OF BIDDER)

Date :

Place :

Subject job is a work contract and is not covered under the Public Procurement policy for MSEs.

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

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

With reference the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006 and subsequent amendments through following notifications:

- Notification S.O. 5670(E), dtd. 9th November, 2018
- Ministry of MSME letter D.O. No. 21(8)/2018-MA dated 13th November, 2018
- MoP&NG letter ref. No. J-25011/35/2016-Gen dated 15th November, 2018
- Development Commissioner (MSME) Letter F.No. 21(3)/2016-MA dated 7th May, 2018
- Gazette Notification no. 2119(E) dated 26.06.2020

Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

A. Qualifying Criteria for MSE Bidder:

- i) MSE bidder has to mandatorily submit a copy of Udyam Registration Certificate (<https://udyamregistration.gov.in>).
- ii) If the bidder fails to submit Udyam Registration Certificate in the original offer, the bidder shall not be considered for evaluation as MSE.
- iii) The Udyam Registration Certificate shall be valid as on close date of the tender. The certificate may be verified online during the bid evaluation and particulars submitted must be found to be valid in the Udyam website.
- iv) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

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

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the “Social Category” in Udyam Registration Certificate should state “SC” or “ST”.

Bidder must include the relevant page of Udyam Registration Certificate wherein the social category of the entrepreneur is mentioned.

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

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

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

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

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

The above documents shall not be required to qualify for afore-mentioned benefits when the Udyam registration certificate submitted by the bidder clearly mentions the “Gender” of the MSE and can also be verified online without restriction.

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

1. Issue of Tender Sets Free of Cost

All Tenders shall be provided free of cost and tender documents are downloadable from the Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> or GeM Portal

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

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

3. Price preference for MSE Bidder:

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value.
In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)
- ii) In case of tender item is non-splittable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.
- iii) NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

iv) For Supply of Goods only:

- The quantity against the item(s) of tender may be split to enable ordering of 25% quantity against the item(s) of tender to MSE bidder(s) within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
- The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.
- Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.
- Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.
- While granting purchase preference as above, procurement of goods may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

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

v) For Services only:

- *The complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.*
- *In case, besides general MSEs, MSEs owned by SC/ ST and/ or MSEs owned by Women are within the price range of L1 bidder's evaluated price + 15%, first opportunity shall be given to*

- *MSEs owned by Women*
- *then to MSEs owned by SC/ ST entrepreneurs, and*
- *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference indicated above.*

- vi) In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. Price range within 15% shall be considered for MSE bidders based on the original prices of L1 bidder not on the negotiated prices. However, MSE bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted prices).

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

- The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.
- This waiver of prior turnover and prior experience will not be applicable for items related to public safety, health, critical security operation and equipment's etc.
- If PTR for MSEs is not completely waived off but proposed to relax the same up to certain extent compared to PQC set for other non MSE bidders, in such cases, prior experience may be partially relaxed, however, prior turnover will remain waived off.

F. Applicability of the Policy

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

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

ARBITRATION

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.

b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or Company, as the case may be.

(c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.

(d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.

(e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.

(f) The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.

(g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties.

(h) The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties):

As per Government guidelines / circulars, etc prevailing at the time of reference of the disputes.

JURIDICTION: All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat only.

(SIGNATURE OF BIDDER)

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

PROFORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

We hereby declare that we are not currently serving any holiday listing orders issued by NRL or MOPNG debarring us from carrying on business dealings with NRL / MOPNG or serving a banning order by another Oil PSE.

It is understood that any wrong declaration in this context shall make my agency / company liable for action under Holiday Listing procedure of NRL.

Date:

(SIGNATURE OF BIDDER)

Place:

PRICE BID UNDERTAKING

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

From: (Full name and address of the Bidder)

To,

Dear Sir/Madam,

1. I have submitted the Priced Bid for above mentioned work and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours Faithfully,

(SIGNATURE OF BIDDER)

TENDER ACCEPTANCE LETTER

Annexure -XIV

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Job Name : Structural Steel Works for RTA 2023 at NRL Site
Tender No. : OC19000330/ND

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely, _____ website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(a) / addendum(a) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including holiday listing.

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

INDEMNITY BOND CUM UNDERTAKING**Job Name** : Structural Steel Works for RTA 2023 at NRL Site**Tender No.** : OC19000330/ND**Recipient Name:** M/s Numaligarh Refinery Limited**Assam:** Address: NRP Complex, NRL site, Numaligarh, Golaghat, Assam-785699

GSTIN No. 18AAACN6984B1ZD

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

GSTIN No.19AAACN6984B1ZB

Delhi: Address: 6th Floor, 15-17, Tolstoy house, Tolstoy Marg, New Delhi-110001

GSTIN No: 07AAACN6984B2ZF

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

Sir / Madam,

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

1. We have disclosed all the facts relating to our firm to M/s Numaligarh Refinery Limited
2. We hereby agreed and undertake to file GSTR-1 on time i.e. 11th of the next month so that NRL can take Input Tax Credit by matching GSTR-2A.
3. We hereby declare that we shall deposit GST for the related invoices by 20th of the succeeding month as per the provision of GST law.
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month.
5. We hereby agree and undertake to indemnify as under:-
 - a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.
 - b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by you opined by GST Authority.
 - c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
 - i. Any of our Bank Guarantee executed in your favour, if any,
 - ii. Security Deposit paid for any of your work, if any or
 - iii. Other unpaid invoices, if any of us raised with recipient

Authorized Signature of the Indemnifier

Name:

Designation:

Seal:

Date:

SHARING OF LAND BORDER WITH INDIA

Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Department of Expenditure OM No.6/18/2019-PPD dated 23.07.2020 & 24.07.2020 shall be applicable for this tender.

[The detailed guidelines are available on the website of DoE (<https://doe.govin/>)]

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) an agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of accompany or limited liability partnership the beneficial owner is the natural person(s), who whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation---

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with “Competent Authority”

VII. Bidder mandatorily requires to submit “Certificate of Compliance” in the enclosed Form : A . This certificate need to be submitted in the Company’s Letter Head and should be sealed and signed by the authorized signatory on behalf of the bidder. None submission of Form A may lead to disqualification for Techno- Commercial evaluation of the submitted bid.

(Refer Form B in case of Works Contract).

In case at any stage pre or post order placement it is found that that the certification furnished is false their bid shall be summarily rejected or order terminated as applicable. NRL may at its discretion initiate penal action against such bidders which may include Black Listing Holiday Listing the party /encashment of EMD or PBG submitted as per contractual provision etc.

VIII. Compulsory submission of Valid Registration Certificate from Competent Authority is required as and when a party claims to have registered themselves with the Competent Authority or else bid shall be rejected without evaluation.

IX. Wherever Tenders are floated Registration with Competent Authority should be valid at the time of submission of Bid and at the time of acceptance and evaluation of bids / LOA or Order Placement. In case where tender is not floated registration should be valid at the time of placement of Order. A Bidder who is validly registered at the time of acceptance / placement of order in such cases valid registration will not be a relevant consideration during contract execution.

Note I: For better clarity and to obtain information in detail bidders are requested to go thru the Govt Circular issued by the Department of Expenditure Govt of India to this effect.

Note II: Exclusion from restriction under Rule 144 (xi) of the GFR, 2017 and Special Cases (Annex II) is attached with the tender for reference in exceptional cases.

Competent Authority and Procedure for Registration

A. The competent authority for the purpose of registration under this order shall be the registration comitee constituted by the department for promotion of industry and internal trade (DPIIT)

B. The registration comitee shall have the following memvers.

- i. An officer not below the rank of joint Secetray, designated for this purpose by DPIIT, who shall be the chairmen.
- ii. Officers (ordinarily not below the rank of joint secretary) represnting the ministry of home affaires, ministry of external affairs and of those departments whose sectors are covered by applications under consideartion;
- iii. Any other officer whose presense is deemed necessary by the Chairemen of the Comiteee.

C. DPIIT shall lay down he method of application, format etc. for such bidders as stated in para 1 of this order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this order, the competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affaires, as per guidelines issued from time to time. Registration shall not be given unless politiacl ande security clearence have both been received.

E. The Ministry of External Affairs and Ministry of Home Affaires may issue guidelines forinternal issue regarding the procedure foir security of such applications by them.

F. The decision of the competent authority to register such bidder may be for all kinds of tender or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the competent authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministers of Home Affairs and External Affairs concur on the committee.

H. Registration granted by the competent authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/public enterprises etc. but also for procurement by Central Government and its agencies /public enterprises etc. but also for procurement by State Governments and their agencies/public enterprises etc. No fresh registration at the State level shall be required.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the competent authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[Note:

- i. In respect of application of this order to procurement by/under State Governments, all functions assigned of DPIIT shall be carried out by the State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The compositions of the registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

FORM B**BIDDER'S UNDERTAKING IN CASE OF WORKS CONTRACT**

(On Company's Letter Head)

To,
CGM (Commercial)
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details:

Job Name : Structural Steel Works for RTA 2023 at NRL Site

Tender No. : OC19000330/ND

We / I have read carefully the clause regarding restrictions on procurement from a bidder of a country which shares land boundary with India attached with this Tender Document and on sub-contracting to contractors from such countries and hereby certify that M/s. _____ (Name of the Company/ Bidder) is :-

A. Not from such a country and is eligible to be considered for evaluation : YES / NO (*)

B (i) If from such a country but is registered with the Competent Authority : YES/NO (*)

B (ii) If from such a country valid Registration Certificate from Competent Authority is submitted with the bid : YES / NO (*)

M/s. _____ (Name of the Company) certify that we will not sub-contract any work to a party/ contractor from such countries unless they are registered with the Competent Authority.

I as the authorized signatory on behalf of the bidder certify that the company fulfils all the criteria stipulated in the Govt OM and is eligible to be considered for this tender.

(*) : Tick Yes / No whichever is applicable.

Place: Signature :

Date: Name :

Designation :

Seal of the Company :

Instructions for ONLINE EMD submission through the portal of HDFC Bank

The EMD must be submitted ONLINE within the submission due date & time specified in the NIT and tender document through the online portal of HDFC bank link: <https://nrl.procure247.com>.

- a) User Manual for Bidders is available in NRL Website under <https://www.nrl.co.in> → Tenders → Tender Manual → EMD Online Deposit Manual (HDFC Bank Payment Portal)
- b) Visit HDFC Bank Payment Portal URL: <https://nrl.procure247.com>
- c) Click on ‘Bidder Registration’
- d) Bidder Registration Screen shall appear – Fill the mandatory details required and complete the process.
- e) On successful submission of details in bidder registration form, bidder will get the system generated link to verify his/her email id and login to the website. Without verifying email id bidder may not be able to login to the system.
- f) After successful email verification – please login with your user id and password
- g) Bidder will receive system generate One Time Password (OTP) on their registered mobile number. In case not receiving of OTP please click Regenerate OTP and login.
- h) After login Screen bidder can search the tenders and proceed for EMD payment.
- i) Bidders’ have to click on Payment Dashboard option available under Action tab
- j) Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.
- k) Smart Hub – Bidders’ can select the online payment and click on Pay to proceed further.
- l) After click on Pay – Bidder will get an option for Cards and Net Banking. Bidders can select their preference and proceed further for the payment.
- m) On successful payment bidder will receive system generated message on screen stating “EMD paid successfully”
- n) Bidders’ can also download the Payment receipt from Payment Dashboard.
- o) Downloaded payment receipt – Bidders’ can easily print the receipt and use it for their bidding purpose.
- p) Since the HDFC Bank payment gateway is not under the CPPP/GeM, so the payment mode is mentioned as offline (BG) in the CPP portal and Advisory Bank: HDFC Bank in GeM portal. In case of CPPP tenders, bidder has to make a dummy entry in the EMD fields of CPPP by putting ‘Transaction ID’ (HDFC Bank payment receipt) as instrument no., payment date as issue date, any date as expiry date, and bank name as issuer details. Please upload the EMD payment receipt along with technical bid.
- q) For any technical help, the bidders can contact HDFC Bank executive Mr. Tapan Desai at Mobile No: 8866287104 and email: tapan@tender247.com.

A receipt will be generated after successful payment. Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

MSE bidders are required to submit Udyog Adhaar Memorandum (UAM) or Entrepreneurs Memorandum (EM Part-II) as explained in Annexure-X instead of the EMD deposit receipt.

FORMAT FOR CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value, minimum Rs.100)
Required to be submitted by successful agency after placement of work order / letter of acceptance

CONTRACT AGREEMENT

A CONTRACT AGREEMENT made this _____ day of _____, _____ for the work “-----

-----” Work Order No.: ----- between
 NUMALIGARH REFINERY LIMITED, a company incorporated in India and having its registered office at Regd.
 Office: 122A, G.S. Road, Christianbasti, Guwahati-781005, Assam, hereinafter called the "OWNER" (which term
 shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the one
 part and **M/s** -----
 ----- hereinafter called the "CONTRACTOR" (which term shall unless
 excluded by or repugnant to the subject or context include its successors and permitted assignees) of the other part.

WHEREAS:

- A. The OWNER being desirous of having provided and executed certain works mentioned, enumerated or referred to in the tender documents including Letter Inviting Tender, General Tender Notice, General Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, Schedule of Rates, Agreed Variations, other documents etc. has called for Tender.

Contd...2

- B. The tender documents including the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract , Schedule of Rates, General obligation, Specifications, Drawings, Plans, Time schedule of completion of jobs, Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed shall constitute the "Contract Documents" though separately set out herein and are included in the expression " CONTRACT" wherever herein used.
- C. The CONTRACTOR has been given the opportunity before or at the time of entrusting of the WORK to him / her of making an inspection of the site, the nature of the site and local conditions , the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water there to and the accommodation he/she may require and to make local and independent enquiries and obtain complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and to consider the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, to set at rest any doubt he / she may have had about the difficulties attending his / her offer and any difficulties which may be met with by him/ her in the course of the execution of the work shall neither relieve him / her from fulfilling the terms of this agreement, nor entitle him / her to claim any extra payment or extension of the period stipulated for the completion of the WORK except where it will be agreed by the OWNER's authorized engineer-in-charge that such difficulties could not have been foreseen.

AND WHEREAS

The OWNER accepted the Tender of the CONTRACT for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of work and finally approved by OWNER (hereinafter called the " Schedule of Rates") upon the terms and subjects to the conditions of CONTRACT.

NOW THE AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payment to be made to the CONTRACTOR for the work to be executed by him, the CONTRACTOR hereby covenants with the OWNER that, the CONTRACTOR shall and will duly carry out and complete the work as mentioned in the CONTRACT, hereinafter referred to as "the WORK " which expression shall include all amendments therein and / or modifications thereof , for the OWNER at its specified site to its complete satisfaction in accordance with the works, specifications, schedule of rates and plans mentioned, enumerated or referred to in the CONTRACT and with the instructions given from time to time by the OWNER's authorized engineer-in-charge under whose supervision the WORK shall be executed, and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
2. In consideration of the due provision, execution and completion of the said works, the OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the work actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

Contd....3

3. In consideration of the provision, execution and completion of the said works the CONTRACTOR does hereby agree to pay such sums as may be due to the OWNER for the services rendered by the OWNER TO THE CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the OWNER's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.
4. The CONTRACTOR shall have no right, title or interest in the site made available by the OWNER for execution of the works or in the building, structures or works executed on the said site by the CONTRACTOR or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the OWNER shall have an absolute and unfettered right to take full possession of site and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the site.
5. The CONTRACTOR shall be allowed to enter upon the site for execution of the works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected there on and the OWNER shall be entitled to terminate such licence at any time without assigning any reason.
6. If "the WORK " involves excavation nature of job, then any material which may be found, unearthed, dug up or excavated from the execution site shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the OWNER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the OWNER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.
7. All disputes or differences arising out of this contract shall be referred to the Arbitration as per GPC/GCC Clause whichever is applicable and all disputes, actions and proceedings arising out of this contract shall also be as per GPC/GCC.
8. The contract documents mentioned in Point-B hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract, they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the contract documents and all prior negotiations, representations, contracts and/or agreements and understandings related to the work are hereby cancelled.
9. The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.
10. No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

11. The CONTRACTOR shall ensure that the CONTRACTOR's personnel or representatives shall comply all the safety regulations issued from time to time by the OWNER or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations, the CONTRACTOR shall be held responsible for the consequences thereof, shall keep the OWNER harmless and indemnified.
12. The CONTRACTOR shall at the request of the OWNER's authorized Officer immediately dismiss from the WORK, any person employed thereon who, in the opinion of the OWNER's authorized Officer, is unsuitable or incompetent or who, has been guilty of misconduct and such person shall not again be employed or allowed on the works without permission from the OWNER, in writing.

The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/CONTRACT.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and
on behalf of OWNER -
M/s Numaligarh Refinery Ltd.

Signed and Delivered for and
on behalf of CONTRACTORS -
M/s-----

Signature :

Signature:

Seal :

Seal :

Date :

Date :

Place : NRL, Numaligarh

Place : NRL, Numaligarh

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

BANK GUARANTEE FOR SECURITY DEPOSIT

Bank guarantee should be routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:

Axis Bank

Chhibber House, Ground Floor, G.S Road, Guwahati -781005

IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee

Field number as “7037” and Particulars (to be mentioned in Row 1) as “NRL140025551” should be correctly captured in the above messages.

The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

Required to be submitted by successful agency after placement of work order / letter of acceptance

To

Numaligarh Refinery Ltd.
122A, G.S. Road, Christianbasti
Guwahati –781005
Phone: (0361) 2203140
Telefax: (0361) 2203146
E-mail: nrlght@gwl.vsnl.net.in

Dear Sirs:

M/s have taken tender for the work of
..... (Work Order no.....) for Numaligarh
Refinery Limited, 122A, G.S. Road, Christianbasti, Guwahati-781005.

The tender conditions of contract provide that the Contractor shall pay a sum of Rs..... (Rupees) as initial/full security Deposit in the form there in mentioned. The form of payment of security deposit includes guarantee executed by Nationalized Schedule ‘A’ Bank, undertaking full responsibility to indemnify Numaligarh Refinery Ltd. in case of default.

The said has approached us and at their request and in consideration of the premises we having our office at have agreed to give such guarantee as hereinafter mentioned.

1. We hereby undertake and agree with you that if default shall be made by M/s..... in performing any of the terms and condition of the tender or in payment of any money payable to Numaligarh Refinery Ltd. We shall on demand pay to you in such manner as you direct the said amount of Rupees only or such portion thereof not exceeding the said sum as you from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and /or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to (Rupees.). Our guarantee shall remain in force until unless a suit or action to enforce a claim under Guarantee is filled against us within six months from (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated granted to him by the Bank.

Yours faithfully,

Bank
By its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf
Of the Bank.