



NOTICE INVITING TENDER

Date : 31st Aug'2020

SALIENT DETAILS OF THE TENDER NOTICE

Two parts ONLINE bid (E-tender) offers are requested from competent bidders against the tender having salient features as mentioned below:

Name of Work:	Shifting of Project Warehouse at NRL
Tender No. & Date :	OC10000360/KAV dtd. 31.08.2020
Bidding Document & subsequent addendum / Corrigendum (if any) available on Website for viewing & downloading	The complete document is available on CPP Portal. (https://eprocure.gov.in/)
Tender Publish Date / download start date / Bid Submission start date & time	31.08.2020 at 17.00 hrs
Last date of Receipt of Bidder's Queries for Pre-Bid Conference	Not applicable
Pre-Bid Conference (Date & Time)	Nil
Last date of on line EMD submission:	16.09.2020 at 11.00 hrs
Tender document download end date & time / Bid Submission end date & time	16.09.2020 at 11.00 hrs
Bid opening date & time (Technical Bid)*	17.09.2020 at 11.00 hrs
Contact Person for any query/ clarification	Ms. Kaveri Hazarika, Mgr (Project-Commercial), Email- kaveri.hazarika@nrl.co.in
Online Opening of Priced Bids of Techno-Commercially Accepted Bidders	On date & time to be intimated later on to techno-commercially acceptable & qualified bidders
Earnest Money Deposit (EMD)	Rs. 1,00,000.00 (Rupees One Lakh only).

Note :

- If identified dates as (*) above happens to be a declared holiday/closed day in NRL, activity shall be conducted on next working day at the same time.
- All amendments, time extension, clarifications, etc. will be uploaded as a Corrigendum in the websites only. Bidders should regularly visit the above website(s) to keep themselves updated.
- Request for extension received from any bidder with less than two working days prior to bid due date shall generally be ignored, since there will not be adequate time for consideration. Bidders shall submit the bid directly and in their own name without involving any intermediaries.
- The EMD must be submitted online on the portal of HDFC bank (Detail instructions at Appendix -A) 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.
- MSE bidders are exempted from submission of EMD. MSE bidders are required to upload UAM or EM Part-II instead of the EMD deposit receipt.

1.0 Introduction

Numaligarh Refinery Limited, (NRL), a Central Government Public Sector Undertaking and a subsidiary of Bharat Petroleum Corporation Ltd. NRL operates a 3 MMTPA Refinery at Numaligarh in the District of Golaghat, Assam since the year 2000. NRL has embarked on an ambitious path to expand its refining capacity from current 3 MMTPA to 9 MMTPA at its existing location in Assam in next 4 years.

2.0 Brief Scope of Work:

As per the plot plan of 6MMTPA Refinery Project at NRL, the existing Project (EIL) warehouse has to be shifted for accommodating new units in this location. In view of above, a location nearby Road no 12 along the Boundary wall has been identified for construction of a new Warehouse shed building to facilitate storage of inventories of existing Project (EIL) warehouse.

3.0 Bidder Qualification Requirement (BQC):

Bidder(s) who meet all of the following criteria as specified in Clauses below shall be qualified for participating in this tender and shall submit supporting documents as detailed in the tender. Proposal submitted by bidders who qualify as per the following criteria shall be technically and commercially evaluated.

3.1 Commercial Criteria: Past Experience

The Bidder shall have experience of having successfully executed *similar works during the last 10 years ending on the last day of the month previous to one in which last date of original bid submission falls, meeting any one of the following options :

Criteria	Past Experience (Rs. in lacs)
One similar completed work each costing not less than	117
Two similar completed work each costing not less than	93
Three similar completed work each costing not less than	70

***Definition of Similar Works:** Bidder should have experience in Civil construction Works

Note:

- Bidder will give details of their past experience along with documentary evidence as per Annexure-III to ITB enclosed herein.*
- Relevant work order copies and completion certificates are to be enclosed with offer.*
- The value of past experience shall be adjusted at a simple rate of 07% for every completed year and thereafter at @0.58% for every completed month ending last day of the month proceeding the month in which last date of original bid submission falls.*
- 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.*

5. *Bids shall be liable for rejection without any notice to the bidder in case of non-submission of the following documents.*
- i) Income Tax / GST TDS Certificate from the client / proof of TDS, etc. for authentication of doing such jobs in case bidder submits experience of similar jobs under private limited company.*
 - ii) In case of the job is a part of composite work contract, then the bidder shall have to furnish documents certified by the client about the value for the portion of such "similar job".*

3.2 FINANCIAL CRITERIA :

- a) Average Annual Turnover:** Average Annual Turnover of the Bidder during last 03 financial years shall be minimum INR 70 lacs.
- b) Net worth:** The Net Worth of the Bidder in the immediate preceding financial year shall be positive.
- c)** Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit a self- certificate to this effect.

Additional Note:

- The bidder must submit copy (ies) financial documents – Trading and P/L account(s) along with the un-priced bid in support of the above criteria.
- In case audited balance sheets and profit and loss account for the immediate preceding financial year is not available for bid closing date up to 30th September, the Bidder has an option to submit the audited balance sheets and profit & loss account of the three previous years immediately prior to the last financial year. However, for bid closing date after 30th September, the bidder has to compulsorily submit the audited balance sheets and profit and loss account for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria. In any case the date (i.e. the financial period closing date) of the immediate previous year's audited annual accounts should not be older than eighteen (18) months from the bid due date.

SPECIAL NOTE TO THE BIDDERS:

Please note that this being a works contract, relaxation of Pre-Qualification Criteria and price benefit to MSE & Start-up agencies shall not applicable. However, relaxation of EMD as per MSE policy will be applicable.

4.0 Documents required to be submitted in support of BQC

- 4.1** Bidder shall furnish documentary evidence by way of copies of work orders /Relevant pages of contracts, completion certificates from their clients, division of responsibilities for the work performed, completion certificate, MOU document/ commitment letters, Annual Reports containing audited balance sheets including Profit and Loss Accounts statement, in support of their fulfilling the qualification criteria.
- 4.2** In absence of such documents, NRL reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what-so-ever.
- 4.3** All documents furnished by the bidder in support of meeting the PQC (including MSE Certificate) shall be submitted/uploaded in a separate folder titled "Documents towards PQC", duly signed and stamped by the bidder (in case of proprietorship firm) or "Power of Attorney" holder in case of Partnership /firm/Company. Copy of such "Power of Attorney" shall also be furnished with the unpriced bid.
- 4.4** Bidders on "Holiday List of/debarred from business dealings by" NRL/Oil PSUs /MOP&NG shall not be considered for evaluation and ordering.
- 4.5** NRL decision on any matter regarding short listing of bidders shall be final.

4.6 Submission of authentic documents is the prime responsibility of the Bidder. However, NRL reserves the right of getting the document cross verified, at their discretion from the document issuing authority. Bidder shall also facilitate such verification/ authentication of BQC documents and in case the documents remain unauthenticated till the given timeline, NRL reserves the right to reject such bid.

4.7 NRL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise.

5.0 Earnest Money Deposit:

5.1 Bidders are required to submit the EMD/Bid Security for the amount, as mentioned under clause 2.0, online through the link <https://easypay.axisbank.co.in/nrl>.

5.2 Please note that EMD amount in online mode is only acceptable and no other mode i.e. offline or hard copy is not acceptable.

5.3 In case non submission of Bid Security / EMD as mentioned above shall be considered as non-responsive and such Bids shall be rejected.

5.4 EMD exemption will be applicable only for Micro or Small Enterprises (MSEs) registered District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises subject to:

- The unit being registered for the item tendered.
- Registration certificate being valid as on date of quotation.

6.0 Time Schedule :

The time schedule for completion of the job as per scope of work shall be 6 (six) months from the date of handing over of site.

7.0 Online Pre-Bid Conference: Nil.

8.0 Bid Validity: Validity of bid shall be 4 (Four) months from the final Bid Due Date.

9.0 TENDER DOCUMENT:

9.1 Tender documents should be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating, through the website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided as '**Instructions for online Bid Submission**' provided at Appendix A to Notice Inviting Tender.

9.2 Bidders can access tender documents from the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <http://eprocure.gov.in/eprocure/app>.

9.3 Tenders and supporting documents should be uploaded through e-procurement portal only. Hard copy of the tender documents will not be accepted.

9.4 *Corrigendum/addendum/extension (if any) pertaining to this tender will be published in the website only.*

9.5 Both Technical bid and Financial bid are to be submitted concurrently, duly digitally signed in the web site <http://eprocure.gov.in/eprocure/app>.

Online Bids are received only on CPPP Portal website <http://eprocure.gov.in/eprocure/app> on or before due date as indicated in the NIT. The bidder shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only those bidders shall be opened who are Techno-commercially qualified, at a time and place for which notice shall be given. The qualified bidders shall be at liberty to be present either in person or through

an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.

10.0 **GENERAL:**

- 10.1 The bidders shall give a declaration that the bidder shall not be under liquidation, court receivership or similar proceeding and their business is not banned by NRL, MOPNG or any OIL PSUs.
- 10.2 The bidders who are on Holiday / Negative list of NRL as on due date of submission of bid / during the process of evaluation of the Techno commercial bids, the offers of such bidders shall not be considered for bid opening / evaluation / Award. If the bidding document were issued inadvertently / downloaded from website, offers submitted by such bidders shall also be not considered for bid opening / evaluation/ award.
- 10.3 NRL will not be responsible or liable for cost incurred in preparation, submission & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 10.4 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 10.5 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 10.6 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 10.7 NRL reserves the right to reject any or all the bids received or annul the bidding process at any time.
- 10.8 NRL reserves its right to allow Public Sector Enterprises (Central / State), purchase preference as admissible / applicable from time to time under the existing Govt. policy. NRL shall also follow the Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012.
- 10.9 Scanned copy of the Integrity Pact duly signed & stamped shall be uploaded along with the offer.
- 10.10 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 10.11 All questions and requests for clarifications or interpretations related to tender documents shall be addressed in writing to:

Ms. Kaveri Hazarika
Mgr (Project – Commercial)
Numaligarh Refinery Limited
Numaligarh – 785699, Dist- Golaghat, Assam
Email – kaveri.hazarika@nrl.co.in

DGM (Proj-Commercial)

Numaligarh Refinery Limited

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) **Bidder(s) must follow the following for submission of online EMD:**

- 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)
- Visit HDFC Bank Payment Portal URL: <https://nrl.procure247.com>
- Click on 'Bidder Registration'
- Bidder Registration Screen shall appear – Fill the mandatory details required and complete the process.
- 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.
- After successful email verification – please login with your user id and password
- 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.
- After login Screen bidder can search the tenders and proceed for EMD payment.
- Bidders' have to click on Payment Dashboard option available under Action tab
- Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.
- Smart Hub – Bidders' can select the online payment and click on Pay to proceed further.
- 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.
- On successful payment bidder will receive system generated message on screen stating "EMD paid successfully"
- Bidders' can also download the Payment receipt from Payment Dashboard.

- Downloaded payment receipt – Bidders' can easily print the receipt and use it for their bidding purpose.
- Since the HDFC Bank payment gateway is not under the CPPP, so the payment mode is mentioned as offline (BG) in the CPP portal. 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.
- 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 (irrespective of the mode of payment). Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

Foreign Bidders may submit the EMD wither in the form of crossed Demand Draft in favour of "Numaligarh Refinery Limited" payable at Numaligarh or Bank Guarantee (BG). BG shall be submitted from any Indian scheduled bank which includes Indian branch of foreign bank recognized as scheduled bank by RBI. Bids without the requisite EMD as mentioned above shall be rejected.

There will be no waiver of EMD for Public Sector Undertaking of Central/State Government Undertakings. EMD shall be valid for a period of 08 (Eight) months from the final bid due date for submission of Bids.

- 1) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the priced bid have been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 2) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 3) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done
- 4) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 6) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232.
- 3) **For any assistance, please contact the following person:**
Dhiraj Mohan Saikia , Phone No 03776 – 265774,
E mail : z_tender@nrl.co.in

Special Instructions to the Bidders for the e-submission of the bids online through e-Procurement Portal :

- Bidder should do Online Enrolment in this Portal using the option Click Here to enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT /MTNLTrustline/SafeScripT/TCS.
- Bidder then logs into the portal giving user id / password chosen during enrolment.
- The e-token that is registered should be used by the bidder and should not be misused by others.
- DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- Bidder should arrange for the EMD as specified in the tender.
- The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**

- In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
- The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

NUMALIGARH
REFINERY
LIMITED

A GOVERNMENT OF INDIA ENTERPRISE



TENDER DOCUMENT

FOR

Shifting of Project Warehouse at NRL

[PUR-PRJNUM-1000085]

Tender No. OC10000360/KAV

E-Tender

Bidder's offer ref: _____ Dtd. _____

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

TABLE OF CONTENTS
(Master Index)

Name of Work : Shifting of Project Warehouse at NRL

Tender No. : OC10000360/KAV

Sl. No.	Details	Page No.
PART-I : UNPRICED BID		
1.	Notice Inviting Tender	Attached separately
2.	Appendix to Notice Inviting Tender	
3.	Instruction to Bidders	3 – 12
4.	Annexures to Instruction to Bidders	13 – 26
5.	General Conditions of Contract	Attached separately
6.	Special Conditions of Contract	27-31
7.	Appendix to Special Conditions of Contract	32 – 36
8.	Special Conditions of Contract (Technical)	Attached separately
9.	Technical Specifications	Attached separately

PART-II : PRICED BID		
1.	Item Rate BOQ (Uploaded in Excel format)	Attached separately

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



TENDER DOCUMENT

FOR

Shifting of Project Warehouse at NRL

[PUR-PRJNUM-1000085]

Tender No. OC10000360/KAV

INSTRUCTIONS TO BIDDERS



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

A GENERAL

1.0 BRIEF SCOPE OF WORK

As per the plot plan of 6MMTPA Refinery Project at NRL, the existing Project (EIL) warehouse has to be shifted for accommodating new units in this location. In view of above, a location nearby Road no 12 along Boundary wall has been identified for construction of a new Warehouse shed building to facilitate storage of inventories of existing Project (EIL) warehouse.

2.0 COST OF BIDDING

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including costs and expenses related to visits for the pre-bid meeting, technical presentation as well as visit to the present refinery location at Numaligarh and NRL will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

3.0 SPLIT-UP OF WORK

- 3.1 There shall not split up of work. The entire work shall be awarded to a single agency.

4.0 SITE LOCATION / SITE VISIT

Bidder is advised to visit and examine the site, its surroundings and familiarize himself of 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.

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

5.0 BIDDING DOCUMENT

- 5.1 The Bidding Document is available in PDF Format in the CPP Portal. Bidder shall submit the Master Index enclosed with the Notice Inviting Tender (NIT) duly signed and stamped in token of having received, read and complied to all parts of Bidding Document.
- 5.2 The Bidding Document shall be read in conjunction with any Amendment issued in accordance with the relevant Clause incorporated in the ITB.
- 5.3 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect would result in the rejection of the Bid.
- 5.4 Bidding documents once downloaded shall be deemed issued in favour of the bidder and are non-transferable in other name and shall at all times remain the exclusive property of NRL with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

6.0 CLARIFICATION OF BIDDING DOCUMENT

- 6.1 Although the details presented in this Bidding document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 6.2 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/ query of the Bidding Document in writing as per the Format **attached to ITB** by e-mail at the mailing address provided in the Instructions to Bidder so as to reach office of NRL not later than five days prior to opening of Techno-Commercial Bids. NRL will respond in writing to any request for any information or clarification or query of the Bidding Document, which it receives up to the date

mentioned in NIT.

NRL's response (including an explanation of the query) will be uploaded at the portal as an corrigendum (without disclosing source of such query).

- 6.3 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.
- 6.4 Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of submission of bid. Thereafter bidders are requested to 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 attached to **ITB** duly filled in along with Unpriced part of bid.
- 6.5 The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, shall be sent to all bidders through the issue of an Addendum/ Amendment.

7.0 AMENDMENT OF BIDDING DOCUMENT

- 7.1 NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Corrigendum during the bidding period or subsequent to receiving the bids. Any Corrigendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance.

8.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- 8.1 The Bidding Document is and shall remain the exclusive property of NRL without any right to Bidder to use them for any purpose except for the purpose of Bidding.
- 8.2 On no account will any agency who had downloaded the Bidding Document, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the bidders are allowed to download the Bidding Documents in the strictest confidence.

C PREPARATION OF BID

9.0 LANGUAGE OF BID

- 9.1 The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the NRL shall be written in English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

10.0 BID REJECTION CRITERIA /COMPLIANCE TO BID REQUIREMENT

- 10.1 Evaluation of bid shall be finalized on the basis of details/documents submitted by bidders in the bid at first instance, without raising any TQ/CQ for Technical or Commercial/ Financial clarifications. NRL reserves the right to seek clarifications, seeks missing document from the bidders in order to make the evaluation complete in all respects. NRL expects Bidder's compliance to requirement of Bidding Document without any deviation. No exception or deviation shall be accepted to stipulations/ conditions of Bidding Document. Accordingly, bidder must submit format for "Compliance to bid requirement" as attached with **to** ITB, duly filled in along with Unpriced part of bid.
- 10.2 Bidders shall ensure that their bids are complete in all respects and conform to terms, conditions and Bid Evaluation criteria of Tender. Bids not complying with NRL's requirement may be rejected without seeking any clarifications.
- 10.3 In any case, no exception or deviation shall be accepted to the following critical stipulations of Bidding

Document and bids containing deviations / exceptions to the these shall be considered to be non-responsive and are liable to be rejected:

- Defect Liability Period
- Bid Validity
- Time Schedule
- Security Deposit / Performance Bank Guarantee
- Termination and suspension
- Force Majeure
- Scope of Work
- Compensation for Delay
- Integrity Pact
- Any other rejection criteria specified elsewhere in the Bidding Document.

10.4 The deviation on other clauses, if unavoidable, should be furnished as per FORM attached. Exception / Deviations submitted in any other form and mentioned elsewhere in their Bid shall not be considered. If any exception / deviation are acceptable to NRL, the same shall be issued to all bidders through an amendment. All other deviations / exceptions, not incorporated in amendment, shall be withdrawn by bidders failing which offer of such bidders shall not be acceptable.

11.0 COMPONENTS OF BID

11.1 The Bid should be prepared by the Bidder and it will comprise of Three component as below :

- i) Bid Security /Earnest Money Deposit
- ii) Techno-commercial/ Unpriced Bid
- iii) Price Bid

11.2 BID SECURITY / EMD

11.2.1 The bidder shall deposit Earnest Money Deposit in the **online portal** as per the procedure mentioned at Appendix A to NIT. Please note that EMD amount only in **online mode is acceptable** and no other mode i.e. offline or hard copy is not acceptable.

11.2.2 EMD/Bid Security of unsuccessful bidders will be discharged or returned, as promptly as possible upon award of Contract.

11.2.3 EMD/Bid Security of the successful Bidder will be discharged or returned upon the Bidder's accepting the Contract, and furnishing the Security Deposit/ Performance Guarantee.

11.2.4 The EMD/Bid Security may be forfeited:

- i) If a Bidder withdraws its bid during the period of Bid validity specified in ITB, or
- ii) In case of a successful Bidder, if the Bidder fails, within the specified period:
 - a. to sign the Contract.
 - b. to furnish the Security Deposit/ Performance Guarantee.

11.2.5 The Bid Security shall be denominated in the currency as mentioned in Notice Inviting Tender.

11.2.6 Any bid not secured in accordance with above clauses will be rejected by NRL as non-responsive".

11.2.7 Notification of Award of Contract will be made in writing to the successful Bidder by NRL initially in the form of Letter of Acceptance which will be followed by detailed Letter of Acceptance by NRL and the same will be returned by the Bidder duly signed within 15 days of receipt of the same.

11.3 TECHNO-COMMERCIAL/ UNPRICED BID

11.3.1 This Part shall contain Technical and Unpriced Commercial bid with all attachments specifying attachment number arranged in the order as per following in a PDF or any other allowable format (as specified in the NIT) :

- i) Covering letter of Bid.

- ii) Copy of Notice Inviting Bid along with the Master Index duly signed and stamped in token of having received and read all parts of the Bidding Document and having accepted and considered the same in preparing and submitting their bid.
- iii) Self Certification and Declaration as per **Annexure I** to ITB
- iv) Tender Acceptance Letter, as per **Annexure II** to ITB
- v) Power of attorney in favour of signatory (ies) of the bid.
- vi) Details of Past Experience details as called for in "Bidders Qualification Criteria" of Notice Inviting Tender as per **Annexure-III** to ITB.
- vii) Annual Turnover Statement during last 3 years as per **Annexure- IV** to ITB.
- viii) Compliance to Bid requirements as per **Annexure V** to ITB
- ix) Bid validity as per **Annexure VI** to ITB
- x) Format for exceptions and deviations as per **Annexure VII** to ITB
- xi) Proforma for self declaration on Black Listing and Holiday Listing as per **Annexure VIII** to ITB
- xii) Price Bid undertaking as per **Annexure IX** to ITB
- xiii) Bidder related information as per **Annexure X** to ITB
- xiv) Any other information required in the Bidding Documents or considered relevant by the bidder.

11.3.2 Documentation against Bidder Qualification Criteria shall contain the following documents and to be uploaded in e-tendering website:

- o Work order / PO / Agreement of similar works executed / completed by the bidder mentioning the value and the scope of work as documentary evidence.
- o Completion Certificate of similar works from the client / end user / any documentary evidence to establish successful completion of similar works.
- o Audited balance sheets and profit & loss statements of immediately preceding three financial years.

11.3.3 It is important that Bidder clearly demonstrates his ability by which NRL gets a level of confidence that the Bidder will be able to perform the works within the Time Schedule and meeting the other requirements listed in the Bidding Document. Failure to do so may result in disqualification of the Bid.

11.4 PRICE BID

11.4.1 The Part shall contain the Price Bid as in the prescribed Excel File as specified in the NIT. In the priced bid, bidders can only quote their prices in the specific cells only.

11.4.2 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. **The Schedule of Rate (SOR) given in the tender, Appendix VII to SCC** may be referred for detail item description only and no price shall be quoted on this sheet. Bidders are required to download the **BoQ Excel file**, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

12.0 BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by NRL.

12.2 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost

involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 12.3 All duties and taxes payable by the Contractor under the Contract, or for any other cause, shall be included in the Schedule of Rates; except GST (Goods & Services Tax). However, statutory variations in taxes & duties during the Contractual completion period will be on NRL's account. If there is delay beyond contractual delivery date for reasons attributable to Contractor, any increase in taxes & duties will be borne by the bidder and any decrease shall be passed on to NRL.

13.0 CURRENCIES OF BID & PAYMENT

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

14.0 BID VALIDITY

- 14.1 Bid submitted by Bidder shall remain valid for a minimum period of 04 (Four) months from the date of opening of Techno- Commercial Bids. Bidders shall not be entitled during the said period of four months, without the consent in writing of NRL, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of NRL in writing, NRL shall forfeit EMD paid by them along with their bids.
- 14.2 NRL may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

15.0 PRE-BID QUERIES

- 15.1 The purpose of the pre-bid queries will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised by bidders who have been issued the Bidding Document.
- 15.2 The bidder is requested to submit any queries / clarification / information pertaining to Bidding Document in writing delivered by hand or by e-mail as per the prescribed format enclosed in the Bidding Document so as to reach NRL not later than the date specified in the Notice Inviting Tender. Queries / Clarifications / Information sought in any other manner shall not be responded to. The editable soft copies of the queries may also be e-mailed at the address kaveri.hazarika@nrl.co.in to enable NRL to prepare replies to the queries against each query in the same format expeditiously.
- 15.3 NRL's responses to Bidder's queries / clarifications raised will be furnished as expeditiously as possible and shall be uploaded in the portal as a "Corrigendum" for information to all the participating bidders.
- 15.4 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid queries shall also be uploaded at the e-tendering portal through the issue of a Corrigendum.

D BID SUBMISSION

16.0 DEADLINE FOR SUBMISSION OF BID

- 16.1 Bids must be submitted by the time and date mentioned in the Notice Inviting Tender.
- 16.2 NRL may, at its discretion, extend the deadline for submission of bids by issuing an Corrigendum/Amendment in accordance with relevant Clause of ITB, in which case all rights and obligations of NRL and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

17.0 LATE BIDS

- 17.1 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all

actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidder should adhere to this time during bid submission. No submission beyond the displayed timing shall be permitted.

E. BID OPENING AND EVALUATION

18.0 OPENING OF TECHNO-COMMERCIAL BIDS

- 18.1 The Techno-Commercial part of the e-Bid shall be opened in the presence of attending representatives of Bidder. The attending representative(s) of the Bidder may have to produce Bid Acknowledgement receipt, otherwise they will not be allowed to attend the Bid opening. Number of representative will be restricted to maximum one person. The Bidder's representative who is present shall sign a Bid opening statement evidencing their attendance.
- 18.2 The Bidder's names, modifications and Bid withdrawals, and the presence or absence of the requisite EMD, and such other details as the NRL at its discretion, may consider appropriate, will be announced, and recorded at the opening.

19.0 CLARIFICATION OF BIDS

- 19.1 Evaluation of bid shall be finalized on the basis of details/documents submitted by the bidder. Bidder must submit the bid in line with provision of bidding document without any deviation. Accordingly, bidder must submit format for "Compliance to bid requirement" as per attachment to ITB duly filled in along with Unpriced part of bid. Bid not conforming to bidding document in totality and/or non-accompanied by necessary documents as asked for in the bidding document may be rejected.
- 19.2 Bidders shall note that any clarification/ query/ deviation mentioned anywhere in the bid shall not be given any cognizance.
- 19.3 Bidders shall however note that no revision in quoted Rates shall be allowed, in case bidder still stipulate the deviations which are not accepted by NRL and are required to be withdrawn by the bidder in favour of stipulations of the bidding documents.

20.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 20.1 Prior to detailed evaluation of bids, the NRL will determine whether each bid (i) is accompanied by required EMD; (ii) totally comply to the requirement of bidding document.
- 20.2 Evaluation of bidders for meeting their Qualification criteria, as detailed in the NIT.
- 20.3 Bidder shall submit all the details asked for with their Bid. However, NRL may give opportunity to the Bidders to submit missing details or clarifications within the stipulated time. In case these are not submitted within stipulated time, offer of the Bidder will be evaluated based on available details. The same shall be considered if found adequate or else shall be rejected.
- 20.4 NRL reserve the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed / in progress for evaluation purpose.
- 20.5 Pro-forma of Integrity Pact (IP) shall be returned by the Bidder along with the un priced bid documents, duly signed by the same signatory who is authorized 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 along with the bid documents shall result in the bid not being considered for further evaluation.
- 20.6 Bidders may raise dispute / complaints, if any, with the nominated Independent External Monitors as mentioned in the Integrity Pact Document.

21.0 UNSOLICITED POST TENDER MODIFICATIONS

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations/exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision

in quoted price shall be allowed should the deviations stipulated by him are not accepted by NRL and are required to be withdrawn by him in favour of stipulation of the bidding document. Any proposed price changes is likely to render the bid liable for rejection.

22.0 COMPLETE SCOPE OF WORK

The complete scope of work has been defined in the bidding document. Only those bidders who take complete responsibility for the entire scope of work as contained in the bidding document shall be considered for qualifying.

23.0 OPENING OF PRICE BID

23.1 Priced commercial part of only those bidders whose bids is determined to be technically and commercially acceptable to NRL shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorised representative to attend the opening. During price bid opening, only total price as quoted by the bidders shall be read out.

24.0 CONTACTING NRL

24.1 Bidders are advised not to contact NRL on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence NRL in any of the decision in respect of Bid evaluations or Award of Contract will result in the rejection of Bid.

E. AWARD OF CONTRACT AND THERAFTER

25.0 AWARD OF CONTRACT

25.1 NRL'S RIGHT TO ACCEPT OR REJECT ANY BID

NRL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the NRL's action.

25.2 NRL also reserves the right to negotiate the quoted prices with L1 bidder before award of work.

26.0 NOTIFICATION OF AWARD

26.1 NRL will notify the successful Bidder in writing by Fax of Intent/ Letter of Acceptance that their bid has been accepted. The Letter of Acceptance will constitute the formation of a Contract until the Contract agreement has been signed.

27.0 SIGNING OF CONTRACT

27.1 The Contractors shall execute a formal contract with NRL within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper and of appropriate value. The cost of non-judicial stamp paper shall be borne by the Contractor.

27.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by NRL and bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and NRL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

27.3 The contract shall be signed directly between Owner and Contractor

27.4 The Contract document shall consist of the following:

- i) Contract Agreement on Non Judicial Stamp Paper
- ii) Detailed Letter of Award / Acceptance along with enclosures
- iii) Original Bidding Document.
- iv) Amendment / Corrigendum to original Bidding Document issued, if any.

- v) Letter of Acceptance
- vi) Integrity Pact

28.0 PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

28.1 Within FIFTEEN (15) days from the date of notification of award of works by NRL, the successful Bidder shall furnish the required performance guarantee/security deposit for an amount equal to ten percent of the total Contract Price in accordance with General Conditions of Contract/ Special Conditions of Contract.

The Performance Guarantee / Security Deposit shall be released after completion of the Defect Liability Period of the contract.

28.2 Failure of the successful bidder to comply with requirement of clauses 27.0 and 28.1 above shall constitute sufficient grounds for annulment of the award of work and forfeiture of EMD.

29.0 CARTEL FORMATION

29.1 In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will also be debarred from bidding in future.

30.0 FRAUDULENT PRACTICES

30.1 NRL requires that Bidders / Vendors / Contractors observe the highest standard of ethics during the award / execution of Contract. "Fraudulent Practices" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of NRL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NRL of the benefits of free and open competition.

30.2 NRL will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

30.3 In case, information / document furnished by the Bidder / Vendor / Contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract. NRL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder / Vendor / Contractor without any prejudice to other rights available to NRL under the contract such as forfeiture of PBG / Security Deposit, withholding of payment etc.

30.4 In case, this issue of submission of false document comes to the notice after execution of work, NRL shall have full right to forfeit any amount due to the Bidder / Vendor / Contractor along with forfeiture of CPBG / Security Deposit furnished by the Bidder / Vendor / Contractor.

Further, such Bidder / Vendor / Contractor shall be put on Blacklist / Holiday / Negative List of NRL debarring them from future business with NRL for a time period, as per the prevailing policy of NRL.

31.0 Confidentiality

The Bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, analysis, extracts, compilations, notes, reports, sketches, plans, programs, specifications, techniques, processes, strategies, business action plan and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, research, design or development of information system and any supportive or incidental subsystems that may be shared by NRL with the Contractor.. The Bidder should understand that any breach of this clause would constitute an offence for which appropriate action may be taken to ensure the enforcement of confidentiality clause.

Bidder shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

The Non-disclosure agreement shall survive the expiry or termination of the agreement between the Consulting Firm and NRL.

NRL also desires that the Bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the Bidder by NRL at any time during the agreement / award of work / execution of work and thereafter.

The obligations of confidentiality do not apply to information which is in the public domain.

ANNEXURE TO ITB

Sl.	Particulars	Page no.
I	Self Certification and Declaration	13
II	Tender acceptance letter	14
III	Details of Similar Works done during last 10 years	15
IV	Annual Turnover during last 3 years	16
V	Compliance to Bid requirements	17
VI	Bid validity	18
VII	Format for exceptions and deviations	19-20
VIII	Proforma for self declaration on Black Listing/ Holiday Listing/ Court Receivership/ Arbitration	21
IX	Price Bid undertaking	22
X	Bidder related information	23-24
XI	Form for Bidders Query	25

SELF-CERTIFICATION**Name of Work: Shifting of Project Warehouse at NRL****Tender No. : OC10000360/KAV dtd. 31.08.2020****Name of Bidder:**

I, _____ S/o/D/o of _____, working as **PROPRIETOR/ CEO/CFO/Company Secretary / MD/** _____ (as applicable) of the Company _____ having its registered office at _____ certify that all the details including documents pertaining to Bidder Qualification Criteria as enlisted below and signed by undersigned submitted against your above referred Bidding document, are true, authentic, genuine and exact copy of its original.

Sr. No.	Document no. & date	Reference	Document subject	Issuing Authority

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the NRL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

DECLARATION

I, _____ S/o/D/o of _____, working as **PROPRIETOR/ CEO/CFO/Company Secretary / MD (as applicable) of the Firm / Company** _____ having its registered office at _____ with reference to our bid submitted against your above referred Bidding document, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and NRL has every right to take action against me and my company as deemed fit as per provisions of the bidding documents including NRL's right to take action as per Holiday/Black listing Policy for future business with NRL.

Signature**Name & Designation****(PROPRIETOR/ CEO/CFO/Company Secretary / MD) (indicate whichever is applicable))**

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Name of Work: Shifting of Project Warehouse at NRL

Tender No. : OC10000360/KAV dtd. 31.08.2020

Name of Bidder:

Dear Sir,

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

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

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

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

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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by MOPNG and any OIL PSUs.

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

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

DETAILS OF SIMILAR WORKS (PAST EXPERIENCE)**Name of Work: Shifting of Project Warehouse at NRL****Tender No. : OC10000360/KAV dtd. 31.08.2020****Name of the Bidder :**

Sl. No.	Description of work with WO No. & date	Address of client, Name of EIC, his contact no. and e-mail ID	Original Contract Value	Actual Executed Value	Date of commencement of job	Scheduled Completion Date	Actual Completion Date

Note:

- Bidder shall furnish details of past experience meeting the Bidders Qualification Criteria (BQC), invariably in the above format. **Those experiences not meeting the BQC set for this tender need not be incorporated in the format.**
- Bidder shall submit copies of work orders and completion certificates of the jobs listed in the above format.
- The completion certificate should be issued by the client and should clearly indicate the Name of Work, WO no. & date, awarded value, actual executed value, contractual completion date/period and actual completion date/period.
- The value of past experience shall be adjusted at a simple rate of 07% for every completed year and thereafter at @0.58% for every completed month ending last day of the month proceeding the month in which last date of original bid submission falls.
- For accepting experience as sub-contractor(s) or contractors under Private Organizations/Autonomous Bodies/Quasi Govt. Agencies, in addition to the requisite certificates (Work Order and Job Completion Certificate etc.) the (i) TDS Certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or GST Return and (ii) Invoice, shall form the basis for considering the experience and value of work executed.**
- In case of non-submission of complete documentary evidence against each work order listed in the above format or if any supplementary information is required by NRL during technical evaluation of bids, the bidder may be requested by NRL to furnish the required information/ documents.
- No additional past experience apart from the jobs listed in the above format shall be considered during technical evaluation of the bids.
- Non submission or incomplete or incorrect details / documents regarding past experience as mentioned above may lead to rejection of that particular job for considering as his experience.

Name & address of the Bidder:_____
Signature of Bidder

Annual Turnover during last 3 years & Net Worth**Name of Work: Shifting of Project Warehouse at NRL****Tender No. : OC10000360/KAV dtd. 31.08.2020****Name of Bidder:**

Sl. No.	Financial Year	Turnover
1	2017-2018	
2	2018-2019	
3	2019-2020	

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

Note: Copy(ies) of audited Trading & P/L accounts of respective years to be furnished along with unpriced bid. In case bidders account for the FY 2019-20 has not been Audited, they may submit the turnover details for the FY 2018-19, 2017-18 and 2016-17.

Net Worth during preceding Financial Year :

Sl. No.	Financial Year	Net Worth
1	2019-2020	

Note : In case bidders account for the FY 2019-20 has not been Audited, they may submit the Net Worth details for the FY 2018-19.

(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS

Name of Work: Shifting of Project Warehouse at NRL

Tender No. : OC10000360/KAV dtd. 31.08.2020

Name of Bidder:

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment / Addendum to the Bidding Documents, if any, for subject work.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER _____

NAME OF BIDDER _____

COMPANY SEAL _____

BID VALIDITY

Name of Work: Shifting of Project Warehouse at NRL

Tender No. : OC10000360/KAV dtd. 31.08.2020

Name of Bidder:

We hereby undertake that our bid for the above stated work shall remain valid for a period of 4 (Four) months from the date of opening. In case of our revoking or canceling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

SIGNATURE OF BIDDER _____

NAME OF BIDDER _____

COMPANY SEAL _____

FORMAT FOR EXEMPTIONS AND DEVIATIONS

(FOR COMMERCIAL PART)

Name of Work: Shifting of Project Warehouse at NRL

Tender No. : OC10000360/KAV dtd. 31.08.2020

Bidder is required to comply with the requirements of the Bid Document, and not to stipulate any exceptions or deviation. In case it is unavoidable, Bidder may stipulate exceptions and deviations to bid requirements only as per the format below and enclose this with Part – I of bid.

Sl. No.	Bid Document Preference		Subject	Deviation
	Page	Clause		

Note: This shall be submitted separately for Commercial & Technical Sections.

SIGNATURE OF BIDDER _____

NAME OF BIDDER _____

COMPANY SEAL _____

FORMAT FOR EXEMPTIONS AND DEVIATIONS

(FOR TECHNICAL PART)

Name of Work: Shifting of Project Warehouse at NRL

Tender No. : OC10000360/KAV dtd. 31.08.2020

Bidder is required to comply with the requirements of the Bid Document, and not to stipulate any exceptions or deviation. In case it is unavoidable, Bidder may stipulate exceptions and deviations to bid requirements only as per the format below and enclose this with Part – I of bid.

Sl. No.	Bid Document Preference		Subject	Deviation
	Page	Clause		

Note: This shall be submitted separately for Commercial & Technical Sections.

SIGNATURE OF BIDDER _____

NAME OF BIDDER _____

COMPANY SEAL _____

Name of Work: Shifting of Project Warehouse at NRL

Tender No. : OC10000360/KAV dtd. 31.08.2020

PRO-FORMA FOR SELF DECLARATION

Bidder's declaration as furnished here shall supersede the stipulations mentioned elsewhere in their bid.

I / We, Mr. /M/s.having office at
(full address).....

..... hereby declare that

1. I am /We are not involved in any Litigation/ Arbitration, otherwise, if involved please furnish information about the same.
2. I am /We are not currently serving any Holiday Listing orders issued by Numaligarh Refinery Limited (NRL) or Ministry of Petroleum and Natural Gas (MOPNG) debarring me/us from carrying on business dealings with NRL / MOPNG or serving a banning order by any another Oil PSE (Public Sector Enterprises).
3. I am /We are not under liquidation, court receivership or similar Proceedings.
4. I/We confirm that the content of the Bidding Document including schedule of rates/ prices and Corrigendum / Addendum (if any) have not been altered or modified.

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

(SIGNATURE OF BIDDER)

Date:

Place:

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

PRICE BID UNDERTAKING**Name of Work: Shifting of Project Warehouse at NRL****Tender No. : OC10000360/KAV dtd. 31.08.2020**

To,

Dear Sir/Madam,

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

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

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

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid in the form of BOQ_XXXX.xls

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

BIDDER RELATED INFORMATION**Name of Work: Shifting of Project Warehouse at NRL****Tender No. : OC1000360/KAV dtd. 31.08.2020**

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

SN	DESCRIPTION	BIDDER'S CONFIRMATION/ COMMENT
1.	NAME OF BIDDER	
2.	CONTACT PERSON NAME	
3.	COMPLETE ADDRESS	
4.	MOBILE NO	
5.	EMAIL ID	
6.	POWER OF ATTORNEY IN THE NAME OF THE SIGNATORY OF THE BID:	
7.	COMPLETE TENDER DOCUMENT DULY SEALED & SIGNED	Confirmed and submitted
8.	SEALED & SIGNED COPY OF THE INTEGRITY PACT :	Not applicable
9.	EARNEST MONEY DEPOSIT - If submitted provided the URN number : - If not submitted, furnish the reason of EMD relaxation	
10.	MICRO AND SMALL ENTERPRISES (MSEs) <i>(Please furnish the copy)</i>	
11.	UDYOG ADHAAR MEMORANDUM (UAM)/EM Part-II <i>(Please furnish the copy)</i>	
12.	PAN CARD NO <i>(Please furnish the copy)</i>	
13.	GST REGISTRATION NO <i>(Please furnish the copy)</i>	
14.	EMPLOYEES PROVIDENT FUND NO <i>(Please furnish the copy)</i>	
15.	EMPLOYEE STATE INSURANCE NO <i>(Please furnish the copy)</i>	

SIGNATURE OF BIDDER : _____**NAME OF BIDDER :** _____**COMPANY SEAL :** _____

ON LETTER HEAD

To,

Numaligarh Refinery Limited,
Golaghat, Assam, Pin: 785699

Dear Sirs,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that Numaligarh Refinery Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. Customer / Organisation Details

1. Name (As per bank records) :
2. Code (if any) :
3. Address : (Including Pin Code)
4. P. A N. (Mandatory) :
5. E-mail ID . (Mandatory) :
6. Contact Telephone Number:
7. Mobile No. (Mandatory):

B. Particulars of Bank Account

1. Bank Name
2. Branch Name /branch code
3. Branch Address (incl Pin code)
4. 9 Digit MICR No. of Bank and Branch
as appearing on the cheque
5. Account Type (Savings/Cash credit/Current)
6. Account Number (as appearing on cheque book)
7. IFSC Code of the Branch (For **RTGS**)
8. IFSC Code of the Branch (For **NEFT**)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to NRL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Numaligarh Refinery Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

C.

NAME :

Authorised Signatory

Official Rubber Stamp

Date:

Note:

1. This page will be filled up in case bidder have not got any previous order at NRL.
2. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers. PLEASE NOTE THAT IF THIS FORMAT IS EXTENDED TO NUMBER OF PAGES THEN SIGNATURE AND STAMP FROM YOUR BANKER IS REQUIRED IN ALL THE PAGES.
3. Please enclose a photocopy of a cheque (duly cancelled at your end) from your cheque book of the bank where your account is being maintained.

BIDDERS QUERIES**Name of Work: Shifting of Project Warehouse at NRL****Tender No. : OC10000360/KAV dtd. 31.08.2020**

Sl.	Bidding Document		Subject	Bidder's Query	Owner's Reply
	Page no.	Clause no.			

Note: Bidder's Queries may be sent by email at : kaveri.hazarika@nrl.co.in

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



TENDER DOCUMENT

FOR

Shifting of Project Warehouse at NRL

[PUR-PRJNUM-1000085]

Tender No. OC10000360/KAV

Special Conditions of Contract (SCC)



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

SPECIAL CONDITIONS OF CONTRACT

1.0 General:

- 1.1 In case of an irreconcilable conflict between General Conditions of Contract, Special Condition of Contract, Scope of work, Specifications, Drawings, Schedule of rates, Indian or any other applicable standards the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
- a) Detailed letter of award/acceptance along with statement of agreed variation, if any.
 - b) Letter of award/acceptance.
 - c) Schedule of rates/ BOQ.
 - d) Special conditions of Contract.
 - e) Scope of work.
 - f) Job/particular specifications/Technical Specification.
 - g) Drawings.
 - h) Technical/Material specifications.
 - i) General Conditions of Contract
 - j) Indian Standard.
 - k) Other applicable standard.
- 1.2 It will be Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in various parts of Contract Documents before starting the works or making the supply with reference to which the conflict exists.
- 1.3 In the absence of any specifications, for any material, design or works, the same shall be performed /supplied/executed in accordance with the instructions/directions of the Engineer-in-Charge, which will be binding on the Contractor.
- 1.4 The materials/deliverables, design and workmanship shall satisfy the applicable standards, specifications contained herein and Codes referred to. Where the Technical Specifications stipulate requirements in addition to those additional requirements shall also be satisfied.
- 1.5 Wherever, it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the Contract Price shall be deemed to have included cost of such performance and provisions, so mentioned.

2.0 BRIEF SCOPE OF WORK AND INSTRUCTIONS :

Please refer to SCC (technical_ for more details.

3.0 EVALUATION PROCEDURE

- On the due date, the Technical bids comprising of Bid Qualification criteria and Technical bids will be opened. After doing the Bid Qualification evaluation of the bidders, based on the set BQ criteria stated above, the technical evaluation of the shortlisted bidders will be completed. Subsequently the price bids of the techno commercially qualified bidders will be opened.
- Evaluation shall be done based on Lowest (L1) evaluated price among Techno-commercial qualified bidders for all the items and scope put together.

4.0 HOLIDAY LISTING:

Bidders serving holiday listing order issued (as on bid opening date) by NRL, MOP&NG or any other Oil Public Sector Enterprises would not get qualified in this tender. A self-declaration to be submitted

by bidder indicating that they are not on holiday list by NRL/ MOP&NG or any other Oil PSEs as on due date of bid submission anywhere in the country. Offers not accompanied with such declaration shall make the bidders liable for rejection. Any wrong declaration in this context shall make the bidders liable for action under the holiday listing procedure.

5.0 Power of attorney

The Bidder shall upload the Power of Attorney with the un-priced bid in favour of person(s) signing the bid that such person(s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

6.0 Terms of payment:

90% payment shall be made against 100% completion of work as per SOR items duly certified by EIC in Running Account (RA) Bills. Retention money @10% shall be retained against each RA Bill which will be released on completion of entire job and site clearance by the contractor to the satisfaction of EIC.

7.0 Price, Taxes, Duties:

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices. GST as applicable will be extra on the contract value.

8.0 Compensation for Delay (CD):

The scope of services shall be completed as per the time schedule and to the full satisfaction of NRL/ Owner and in case the contractor fails to achieve the completion within the stipulated period, due to reasons attributable to the contractor, they shall be liable to pay CD of 0.5% (Point five percent) of the awarded value per week of delay subject to a maximum of 5% (five percent) of the awarded value.

9.0 Engineer-In-Charge (EIC):

General Manager (Projects) or his authorized representative shall be the "Engineer-In-Charge" for this job. After formal LOA/Work Order is issued to the successful bidder EIC may be contacted for farther instructions.

10.0 Duration of Contract (Time Schedule):

Selected bidder is expected to complete the assignment within 6 (six) months from the date of handing over of site (work front).

Time is the essence of contract. The works shall be executed strictly as per the time schedule.

11.0 Statutory Compliances:

For Statutory Compliances General Conditions of Contract (GCC) of NRL may please be referred to which is available in its website www.nrl.co.in. On failure to comply these statutory requirements, penalty shall be imposed to the Contractor as deemed fit.

12.0 Variance In Contract Price:

The Bidder must keep his prices firm for any increase in contract value. However, the variation in the contract value vis-à-vis the quoted rates shall be governed by the relevant clauses of General Conditions of Contract.

13.0 Taxes & Duties:

13.1 Income Tax at the prevailing rate as applicable from time to time shall be deducted from Contractor's bills as per Income Tax Act, and quoted Rates shall be deemed to include the same.

13.2 Without prejudice to stipulations in General Conditions of contract, the bidder should quote firm prices inclusive of all taxes, duties on service contract and other levies. **However, the quoted price should be exclusive of GST as applicable will be loaded on the quoted price by NRL.**

14.0 Mobilisation Advance:

No mobilisation advance will be paid to the Contractor for execution of this work.

15.0 Extended Stay Compensation:

No Extended Stay compensation will be payable.

8.0 Additional Works / Extra Works:

NRL reserves the right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by NRL, the Contractor is required to extend necessary co-operation, and act as per the instructions of Engineer-in-Charge.

17 Termination of contract:

Termination of contract shall be dealt as per relevant clause of the General Conditions of Contract (GCC) prevailed in NRL. A copy of the GCC is attached with the bid document.

18.0 Defect Liability Period: 12 months from the date of completion, applicable as per GCC of NRL.

19.0 Arbitration:

Any arbitration issues, that may arise in relation to this contract, shall be dealt as per **Appendix-I** attached to the SCC.

20.0 Safety Guidelines:

During the course of the implementation, the bidder shall follow and abide by all the safety practices of NRL. The bidder shall be solely responsible for any injury to self or his team and NRL shall not be held responsible for the same.

For applicable Safety Guideline at NRL, Please refer Annexure-8 to the GCC which is attached with this bid document.

21.0 INTEGRITY PACT

- a. Proforma of Integrity Pact (enclosed at **Appendix III** to SCC) 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 Monitors 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/email ID/contact number(s) of Independent External Monitors appointed to oversee implementation of Integrity Pact Programme at NRL are mentioned below:

1. Shri Ajilt Mohan Saran
House No. A1/88 (GF)
Safdarjung Enclave,
New Delhi-110029
Mobile No. 91-9810701876
Email:ams057@gmail.com

2. Shri Vijender Kumar Jain, IRSS(Retrd.)
Flat no.2, Building No.1,
Park View Apartment,
Mandigaon Road
New Delhi – 110030
Mobile No. 91-9818834729
Email: vijender126@yahoo.com

22 LIMITATIONS OF LIABILITY

The maximum overall liability limit of the Contractor for all guarantees, warranties, liquidated damages and other liabilities of whatsoever nature, whether expressed or implied, shall be limited to 100 % of the contract value.

23.0 Progress Reports

The report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. The report shall include but not be limited, to the following:

- a) Brief introduction of the work.
- b) Activities executed / achievements during the month.
- c) Scheduled v/s actual percentage, progress and progress curves for scope finalization, ordering, delivery, construction, overall and quantum-wise status of job progress against scheduled.
- d) Areas of concern / problem / hold ups, impact and action plans.
- e) Resources deployment status.
- f) Project Risk Register with mitigation plan

APPENDIX TO SCC

Sl.	Particulars	Page no.
I	Clauses related to Arbitration	33
II	Special conditions for MSE Bidders	34-37
III	Integrity Pact	Attached separately
IV	Tender Clause for POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)	Attached separately
V	Special Tender Clause on Procurement from a Bidder from a country which shares Land Border with India and Format for Undertaking	Attached separately
VI	Special Conditions of Contract (Technical)	Attached Separately
VII	Schedule of Rate / BOQ (Unpriced)	Attached Separately

Modification to Clauses Related to Arbitration of General Conditions of Contract

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

8.7.2 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.

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

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

A. Qualifying Criteria for MSE Bidder:

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

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

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

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

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

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

- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
- Revenue Officers not below the rank of Tehsildar
- Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
- Administrator/ Secretary to Administrator/ Development Officer (Lakshdweep Islands).

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

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

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

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

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

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

1. Issue of Tender Sets Free of Cost

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

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

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

3. Price preference for MSE Bidder:

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

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

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

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

iv) **For Supply of Goods only:**

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

Clarification:

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

v) **For Services only:**

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

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

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

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

- 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.

.....

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 Monitors 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/email ID/contact number(s) of Independent External Monitors appointed to oversee implementation of Integrity Pact Programme at NRL are mentioned below:

Name and address of Independent External Monitors for Monitoring/Implementation of Integrity Pact

1. Shri Ajilt Mohan Saran
House No. A1/88 (GF)
Safdarjung Enclave,
New Delhi-110029

Mobile No. 91-9810701876
Email:ams057@gmail.com
2. Shri Vijender Kumar Jain, IRSS(Retrd.)
Flat no.2, Building No.1,
Park View Apartment,
Mandigaon Road
New Delhi - 110030

Mobile No. 91-9818834729
Email: vijender126@yahoo.com

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s. 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.

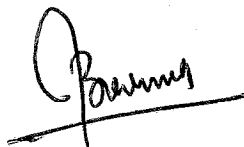
In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process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

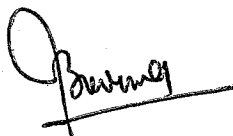


- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally 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

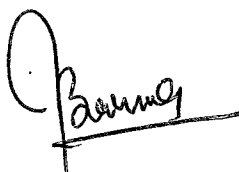
- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers 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.



जे. बी. शर्मा/J.B. SARMA

उप महाप्रबंधक (प्रोजेक्ट कमर्शियल)/DGM(Project Commercial)
नुमलिगढ़ रिफाइनरी लिमिटेड, Numaligarh Refinery Limited
गोलगाघाट, असम-785699/Golaghat, Assam-785699

- (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.

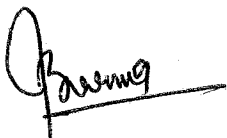
Section 9 - Pact Duration

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.



जे. बी. शर्मा, J.B. SARMA
 उप महाप्रबंधक (प्रोजेक्ट कमर्शियल)/DGM(Project Commercial)
 नुमलीगढ़ रिफाइनरी लिमिटेड, Numaligarh Refinery Limited
 गोलाघाट, असम-785699, Golaghat, Assam-785699

- (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

Place

Date

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

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)

जे. बी. शर्मा / J.B. SARMA
उप महाप्रबंधक (प्रोजेक्ट कमर्शियल) / DGM(Project Commercial)
नुमलीगढ़ रिफाइनरी लिमिटेड, Numaligarh Refinery Limited
गोलाघाट, असम- 785699, Golaghat, Assam-785699

TENDER CLAUSE:**POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)**

MOP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

NRL reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) as specified in the Table below.

Items	Local Content (%)		
	2017-18	2018-19	2020-22
Service Contract	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (Others)	30%	35%	40%

The Policy shall be implemented in the following manner:

- a) In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b) In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- c) In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d) In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.

e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.

f) The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP - 2012) from MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:

i) The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC 2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, his offer would be evaluated considering PPP-2012 as the default chosen option. In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the detail of LC in his offer and this LC meets the stipulated LC criteria).

ii) In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.

g) In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.

h) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under :

- MSE bidder (PPP-2012)
- PP-LC complied bidder (PP - LC)

Examples of Purchase Preference

Non divisible item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PPC-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him; otherwise option for matching the L1 price shall be given to L2 bidder (PP-LC)

Divisible Item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC) Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

i) In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.

j) In case lowest bidder is a PP-LC bidder purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.

k) Certification of Local Content

Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, services or EPC contracts as under:

At bidding stage

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.

The bidder claiming the PP-LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

- Where the total quoted value is less than INR 5 Crore –

The LC content shall be self assessed and certified by the authorized signatory of the bidder signing the bid.

- Where the total quoted value is INR 5 Crore or above –

i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.

ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm in case of a partnership firm.

iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country, where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

1. Sample formats for calculation of LC are given below as Table 1 (for Supply Contracts), Table 2 (for Service Contract), Table 3 [for EPC Contracts (Others)] .

2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost; factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same. However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

After award of contract:

- Where the estimated value is less than INR 5 Crore:

The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder

- Estimated value is INR 5 Crore or above:

Supplier shall provide the necessary local content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

Failure of bidder in complying with the local content post award:

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company:

- a. Pre-determined penalty @ 10% of total contract value
- b. Banning business with the supplier/contractor for a period of one year.

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

Purchase Preference in case where Negotiation is also required:

In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or LC complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

Table 1: CALCULATION OF LOCAL CONTENT – SUPPLY CONTRACTS (GOODS)

Name of Manufacturer	Calculation of manufacturer Cost per ne unit of Product			
Cost Component	Cost (Domestic Component)	Cost (Imported Content)	Cost Total Rs./US\$	% Domestic Component
	a	b	c = a+b	d = a/c
I. Direct Material Cost				
II. Direct Labour Cost				
III. Factory Overhead				
IV. Total Production Cost				

Note :

$$\% \text{ LC Goods} = \frac{\text{Total Cost (IV.c)} - \text{Total imported component cost (IV.b)} \times 100}{\text{Total cost (IV.c)}}$$

$$\% \text{ LC Goods} = \frac{\text{Total Domestic component cost (IV.a)} \times 100}{\text{Total cost (IV,c)}}$$

Table 2: CALCULATION OF LOCAL CONTENT – SERVICE CONTRACTS

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./US\$	Total	LC	
						%	Rs./US\$
			b	c	d	e=b/d	f=d X e
A	Cost Component						
	I. Material Used Cost	Rs. US\$					
	II. Personnel & Consultant Cost	Rs. US\$					
	III Other services cost	Rs. US\$					
	IV Total Cost (I to IV)	Rs. US\$					
B	Taxes and Duties	Rs. US\$					
C	Total Quoted Price	Rs. US\$					

$$\% \text{ LC Service} = \frac{\text{Total Cost (A. IV.d)} - \text{Total imported component cost (A. IV.c)}}{\text{Total cost (A. IV.d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV.b)}}{\text{Total cost (A. IV.d)}} \times 100$$

Table 3: CALCULATION OF LOCAL CONTENT – EPC (GOODS & SERVICES)

A	Cost Component (Rs./US\$)	Cost Summary				
		Domestic	Imported Rs./US\$	Total	LC	
					%	Rs./US\$
		b	c	d	e=b/d	f=d X e
I	GOODS					
1	Material used cost					
2	Equipment cost					
3	Sub Total I					
II	SERVICES					
1	Personnel & Consultant Cost					
2	Equipment & Work Facility Cost					
3	Construction/Fabrication Cost					
4	Other Services Cost etc.					
5	Sub Total II					
III	TOTAL COST OF GOODS + SERVICES					
B	Non Cost Component					
C	Total Quoted Price					

$$\% \text{ LC Combination} = \frac{\text{Total domestic component cost of goods (A.I.3.b) + Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A. III .d)}}$$

Above tender clause to be incorporated in all new tenders with immediate effect

Sd/-

Chief General Manager (Commercial & Legal)

**Special Tender Clause on Procurement from a Bidder from a country which shares
Land Border with India**

- I. The Department of Expenditure (Ministry of Finance) of the Govt. Of India through OMs no. 6/18/2019- PPD dated 23rd July and 24th July'2020 has issued guidelines regarding procurement from bidders from a country or countries which share land boundary with India. The detail guidelines are available on the website of DoE (<https://doe.gov.in/>).
- II. 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 specified in Annexure I of the DoE OM dated 23.07.2020 (attached for reference). The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of industry & internal Trade (DPIIT) of Govt. of India.
- III. "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.
- IV. "Bidder from a country which shares a land border with India" for the 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) 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 a company 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 votings 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. In tenders for Works Contracts, including Turnkey contracts - 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 the 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: For information on Exclusion from restriction under Rule 144 (xi) of the GFR, 2017 and Special Cases for exemption under the purview of this policy, bidders are requested to refer to the Govt Circular & Annexures therein accordingly.

Special Note: It is the responsibility of the Bidders to keep themselves updated over any revisions or changes in conditions mentioned in this circular. For all practical purpose the latest applicable circular will be considered for this tender as published by the Govt time to time.

FORM A

BIDDER's UNDERTAKING
(On Company's Letter Head)

To,
G.M (Commercial) I/c.
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details :

Name of the Tender : _____
Tender No : _____

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 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 (*)

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 :

FORM B

BIDDER's UNDERTAKING IN CASE OF WORKS CONTRACT

(On Company's Letter Head)

To,
G.M (Commercial) I/c.
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details:

Name of the Tender : _____
Tender No : _____

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 :-

B. 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 :

FORM C

BIDDER's UNDERTAKING (For Transitional Cases)

(On Company's Letter Head)

To,
G.M (Commercial) I/c.
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details:

Name of the Tender : _____
Tender No : _____

We/I have read carefully the clause regarding restriction on procurement from a bidder of a country which shares land boundary with India attached with this tender document and hereby certify that M/s. _____ (Name of the Company) is not from such a country and is eligible to be considered.

We/I do solemnly resolve to submit valid registration certificate from Competent Authority as applicable in case any such requirement arises for evaluation and acceptance of bid purpose.

Place: Signature :

Date: Name :

Designation :

Seal of the Company :



Appendix VI Special Conditions of Contract (Technical)

Name of job: Shifting of Project warehouse at NRL

[PUR-PRJNUM-1000085]

Tender No. OC10000360/KAV



NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

Special Conditions of Contract

Name of job: Shifting of Project warehouse at NRL.

1. Scope Of Work Of Contractor

The Scope of work is as per SOR item description and conditions mentioned in the tender document. The scope of work involved for the construction shall be in general but not limited to the following:

- i) Submission of working civil drawings for approval by EIC.
- ii) Preparation of sub structure upto floor level at new proposed site for storing of store materials/ inventories.
- iii) Earthwork in Excavation and Back Filling,
- iv) Sand Filling,
- v) Plain Cement Concrete (PCC),
- vi) Reinforced Cement Concrete (RCC) in Sub and Super-Structure
- vii) Flooring as specified,
- viii) Careful dismantling of the Existing Project warehouse buildings.
- ix) Shifting of structural materials like truss, purlins, columns, etc as well as store materials/inventories kept in the warehouse to the proposed new warehouse site.
- x) Deployment of manpower for shifting of materials kept inside EIL warehouse to the proposed new warehouse construction site.
- xi) Deployment of machineries like excavator, dumper, hydra, tractor, trolley etc
- xii) Steel Structural works for columns / Roofing system/wall support at height as specified.(Dismantled structural materials to be used for this purpose, if required new members shall be bolted/ welded to the old structural member)
- xiii) Roof sheeting / wall cladding as per SOR
- xiv) AAC blocks masonry above Plinth level,
- xv) Plastering and Painting
- xvi) Brick Masonry below Plinth Level / Drain works.
- xvii) Electrical works as specified,
- xviii) Handover of asset to NRL

2. Scope Of NRL

All materials and labour, required for execution and completion of the work under the scope as mentioned in para-6 above, will be in the scope of the contractor. However, NRL will provide space near the job site for setting up contractor's construction enabling facilities/infrastructure at his own cost.

Electric Power Supply and Water required for construction or any other purpose for execution of this work shall be provided by the NRL (as per availability) to the Contractor at one point within the plot premises on free issue basis. The Contractor shall make further arrangement for local distribution and installation of meter at his own cost.

The above division of scope may not be exhaustive and any work that is required to be done by the contractor to complete the job, contractor shall be bound to complete of his own without any cost to NRL.

3. Sub-Contracting

The contractor shall not engage any Sub-Contractor for this project without written permission from the EIC. The Contractor shall be solely responsible for the settlement/resolving any dispute/claim of the workmen during the pendency of the contract. In no circumstances, any liability on this account shall accrue to the NRL. The Contractor shall ensure that the contract work or job assigned is not disrupted / disturbed or delayed on any account.

4. Site Office of Contractor

- a) Contractor shall be provided space free of any cost for their Site Office and they have to construct the same of their own without any extra cost to NRL.
- b) On completion of the job in all respect the contractor has to dismantle the temporary shed.
- c) Proper housekeeping is the most essential thing to be maintained in the site office and its surroundings to the satisfaction of the EIC.
- d) Contractor has to maintain necessary site record registers as directed by engineer in charge.
- e) All other materials shall be preserved by the contractor properly at site.

5. Site Organogram

Subject to the provisions in the contract document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified skilled, semi skilled and unskilled personnel on the work, contractor shall deploy construction manpower as specified and directed by the Engineer-in-Charge and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to NRL.

5.1 Qualification and experience of Key Supervisory Personnel to be deployed for this work shall be as per the Bid Document and will be submitted by the Contractor while bidding.

The following personnel are to be deployed by the Contractor during the execution of the work.

- a) One Resident Construction Manager (RCM) - BE Civil/Mechanical with minimum 3 years experience or Dip Civil with minimum 5 years exp Experience of construction of RCC Building desirable
- b) One Civil Engineers for Site supervision and monitoring of quality of works / workmanship etc at site - BE Civil with Minimum 1 year exp or Dip Civil with minimum 3 years exp. Experience of construction of RCC Building desirable
- c) One Electrical Engineer - BE Electrical with Minimum 3 years exp. or Dip Electrical with minimum 5 years exp. (may be deployed at site based on need – minimum requirement is for 2 months)
- d) One Safety Supervisor- Dip in safety or Any ITI/ Graduate with minimum 01 year experience in construction supervision / construction safety at site.

5.2 Contractor should maintain manpower engagement register (including skilled and unskilled labour) / Hindrance register as per format given by the Engineer-in-Charge at site and should present the same to NRL whenever asked for.

Note : The above manpower shall be deployed within 15 days after site handing over. Penalty at following rate shall be imposed due to any unauthorised absence:

- a. Rs 1000 shall be levied for non deployment of RCM per day.
- b. Rs 500 shall be levied for non deployment of other personnel per day.

6. Construction Equipments, Tools & Tackles

All tools & tackles required for the work shall be provided sufficiently as provided in the list below to the satisfaction of NRL by the Contractor to maintain the project schedule and kept in good working conditions at all times.

Minimum Tools & Tackles to be deployed:

Sl. No.	Item Description	Nos. to be deployed
1	Excavator	2 Nos.
2	Hydra	1 Nos.
3	Vibro Roller	1 Nos.
4	Tractor	1 Nos.
5	Trolley (12 m long)	1 Nos.
6	Tipper	2 Nos.
7	Welding machine	6 Nos.
8	Grinding machine	6 Nos.
9	Gas cutting machine	3 Nos.
10	Electric Panel (for both single phase/ 03 phase)	1 Nos.
11	Concrete mixer machine(1 cum /hr)	2 Nos.
12	Electric needle vibrators	4 Nos.
13	Plate compactor	1 Nos.
14	Cube testing machine	1 Nos.
15	Jack Hammer	4 Nos.
16	Laboratory equipments	As per requirement

Note: The above requirement is indicative only. Contractor shall deploy the resources as per the actual requirement. The actual deployment schedule of Construction Equipments & tools shall be approved by Engineer-in-charge. Contractor shall augment the above list with additional numbers/categories of equipments, tools & tackles, as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.

7. Statutory Compliances:

- The Contractor shall arrange ESI against Workmen's compensation as per requirements.
- The Contractor shall apply for Labour License as per requirements, and this shall be kept valid till completion of the job.
- Necessary PF & ESI contribution of Contractor's labourers will have to be paid by Contractor as per statutory authority's regulations and NRL shall be absolved of all the risk.
- Wage payment sheets along with PF challan and ESI challan shall be submitted on monthly basis along with monthly RA Bills.
- For more details General Conditions of Contract (GCC) of NRL may please be referred to. On failure to comply these statutory requirements, penalty shall be imposed to the contractor as deemed fit.

8. Schedule Of Rates

- a. 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.
- b. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the site office facilities, clearing the site etc. to the satisfaction of Engineer-in-Charge shall be deemed to be included in the rates quoted and no separate payments on account of such expenses shall be entertained.
- c. The bidder must note that the tendered rates shall cover all the items and accessories necessary for completion for the entire work.

9. Issue of Materials by NRL

Scope of supply of all materials, tools & tackles and labour is entirely of contractor's responsibility. However, in the event of expediting the work due to liquidity problem of the contractor NRL may supply cement and reinforcement bars to the contractor on his request and subject to availability. In such case the contractor has to lift the materials from its warehouse in Refinery premises and transport to the worksite at his own cost. NRL shall recover the landed cost of such materials at the warehouse, from contractor's RA Bill or any other dues.

10. Measurement Of Work

In addition to the provisions of clause of the GCC/GPC and associated provision thereof the following provision shall be applicable:

- a. Payment will be made on the basis of joint measurements, taken by Contractor and certified by Engineer-in-Charge.
- b. While dismantling/ demolishing of the existing EIL warehouse, the measurements shall be certified as per dismantled/demolished quantities as mentioned in Bill of Quantities of the tender
- c. For any additional structural element/section which is required to be bolted/welded to the old structure, the payment shall be limited to only the additional structural quantity.

11. Terms Of Payment

90% payment shall be made against 100% completion of work as per SOR items duly certified by EIC in Running Account (RA) Bills. Retention money @10% shall be retained against each RA Bill which will be released on completion of entire job and site clearance by the contractor to the satisfaction of EIC.

12. Temporary Works

All temporary and ancillary works including enabling works connected with the work shall be the responsibility of the Contractor and the Rates quoted by them shall be deemed to have included the cost of such works, which shall be removed by the Contractor at his cost, immediately after completion of his work.

13. Accommodation to contractor's staff/workers

Contractor has to arrange accommodation for their staff/ workers of their own.



NUMALIGARH REFINERY LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
NRL COMPLEX, NUMALIGARH,
Dist : GOLAGHAT, ASSAM 785699
Tel.: 03776-265413 Fax : 03776-265514



TENDER DOCUMENT

FOR

Shifting of Project Warehouse at NRL

Tender No. OC10000360

PART - I : UNPRICED BID

PREPARED & ISSUED BY
NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
NRL COMPLEX, NUMALIGARH,
Dist : GOLAGHAT, ASSAM 785699
Tel.: 03776-265413 Fax : 03776-265514



Schedule of Rate

TENDER DOCUMENT

FOR

Shifting of Project Warehouse at NRL

Tender No. OC10000360

PART - II : PRICED BID

PREPARED & ISSUED BY
NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

00010 **Electrical Part**

The item covers the following services:

10	S/F VTP&N MCB DB 8 Way Double door: Supplying and fixing following way prewired Vertical type TP&N MCB distribution board of steel sheet for 415 volts on surface/ recess complete with loose wire box, terminal connectors for all incoming and outgoing circuits, duly prewired with suitable size FRLS PVC insulated copper conductor up to terminal blocks, tinned copper bus bar, neutral link, earth bar, din bar, detachable gland plate, interconnections, powder painted including earthing etc. as required.(But without MCCB/ RCCB/ Isolator): 8 Way (4+24), Double door (Make:L&T,Legrand,Havells or equivalent)	Numbers	1.000
20	Supply and installation of MCCB 250 Amps, 4pole, 50kA in existing cubicle panel board including drilling holes in cubicle panel, making connection including supply and installation of all accessories and cables, terminals etc. complete as required. (MCCB to be Microprocessor based with inbuilt ground fault protection, LSIG) IS/IEC 60947-2. Make L&T/Siemens/ABB/Schneider Operation 3 Phase 415 V AC 50/60 Hz, Ui 800VAC(insulation V), Uimp 8 kV (Impulse V)IP 3X (IEC/EN 60529), Utilization category A,HV withstand IEC 61439 Electronic trip units shall comply with	Numbers	1.000

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

Appendix F (EMC / EMI Compatibility) of IEC/EN 60947-2. The circuit breaker shall comply with the isolation function requirement of IS/IEC 60947-2 section 7.1.2.. Operation temperature -5°C to 55°C without de-rating (upto 40°C ambient temperature). Release shall be True-RMS sensing. Vertical / horizontal mounting. Operating mechanism of the MCCB shall be quick make, quick break and trip-free type. It shall be possible to supply power either from the upstream or downstream side i.e. there shall be no Load-line bias. MCCBs shall have the feature of terminal finger proofing to avoid direct contact with the live parts. All poles shall operate simultaneously for circuit breaker opening, closing and tripping. The MCCB knob shall indicate the true position of the contacts. Front LED indication of Over Load (Ready, Over Load pre Alarm & Overload etc) MCCBs shall be equipped with microprocessor based trip units 'C' curve and will include Extended rotary handle with external padlock facility for isolation. Enclosure for MCCB: The MCCB has to be supplied with outdoor type metallic enclosure having suitable cable boxes/cable compartment for incoming and outgoing cables and with supporting frame and stand. Application Std. IEC 61439-2, IP54 Enclosure metallic, IP43 after opening cover Indoor, Stand alone enclosure suitable for housing MCCB. All devices are located behind a lockable door and front shield to prevent unauthorised access. Extended rotary handle with external padlock facility for isolation. (Door should be suitable for fixing start/stop pushbuttons at later date). MCCB and its Enclosure and accessories shall be suitable for glanding and termination of two incoming and two outgoing suitable for 3.5C X 300sqmm armoured Al cable (with additional entry for 3C X 2.5 sqmm control cable). Suitable terminal spreaders to be provided. Removable bottom gland plates to make drilling & access easier. External and internal earthing points are to be

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	provided."					
30	S/F MCB : 4P, 63A C series: Supplying and fixing 63 amps rating, 415 volts. 'C'series,miniature circuit breaker suitable for lighting and other loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.: 63 amps Four Pole	Numbers	4.000			
40	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, 10 kA, #C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. 3 Pole,32A	Numbers	4.000			
50	Supplying and fixing following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator):6 way (4 + 18), Double door	Numbers	3.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
60	Supplying and fixing following rating, four pole, (three phase and neutral), 415 volts, residual current circuit breaker (RCCB), having a sensitivity current 30 milli amperes in the existing MCB DB complete with connections, testing and commissioning etc. as required: 63 amps. rating, 4 pole RCCB, 30 mA	Numbers	3.000			
70	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, 10 kA, #C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.6 A to 32 A ratings , SP MCB,#C" curve, 10 KA breaking capacity.:10A	Numbers	30.000			
80	S/F modular electronic fan regulator :: Supplying and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.:	Numbers	2.000			
90	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano	Points	100.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required. Group C					
100	Wiring for group controlled (looped) light point/fan point/exhaust fan point/ call bell point (without independent switch etc.) with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit, and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable etc as required. Group C	Points	100.000			
110	Supplying and fixing of following sizes of steel conduit along with accessories insurface/recess including painting in case of surface conduit, or cutting the wall and making good the same in case of recessed conduit as required.32mm	Meter	1,000.000			
120	Supply and installation of universal DLP PVC Trunking (105 X 50 mm) with all fittings and accessories including cover, separation partition, angles, end caps, junctions, clips etc. complete as required as per direction of EIC. Make Legrand or equivalent	Meter	100.000			
130		Numbers	10.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	S/F modular : 5/6 A Switch: Supplying and fixing following modular switch/socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.: 5/6 Amps Switch					
140		Numbers	10.000			
	S/F modular : 3 pin 5/6 A Socket outlet: Supplying and fixing following modular switch/socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.: 3 pin 5/6 Amps Socket outlet					
150		Numbers	5.000			
	S/F modular : 6pin 15/16A Socket outlet: Supplying and fixing following modular switch/socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.: 6 pin 15/16 Amps Socket outlet					
160		Numbers	5.000			
	S/F modular : 15/16 A Switch: Supplying and fixing following modular switch/socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.: 15/16 Amps Switch					
170		Numbers	3.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

Earth Electrodes : Supplying, providing and constructing GI Pipe Earth electrodes as Per IS:3043; GI Pipe Medium Class'B' 65 mm Dia; 3000 mm long complete with Earth Pit and all necessary materials including excavation of Earth Pit, filling with homogeneous layer of Charcoal and salt, Back filling, providing necessary Brick Masonry work, Plastering, MS/CI cover; Test links for connecting the earth Grid and Earth Electrode etc. complete as per Annexure D. This also includes testing of Earth resistance after completion as per Indian Electricity Rules. Minimum depth of burial shall be 3000 mm, homogenous hygroscopic material should not be less than 1 cum. & should cover 300 mm around the electrode up to a height of 2500 mm. Include 100mm dia GI pipe on all four sides for entry of earth strips. The scope of work also includes providing earth pit markers indicating resistance, test date, next due date etc. as per std. earthpit boards on GI plate of size @ 300 x300 mmx 2mm thick with a GI hollow section stand of of 25 mm square & length @ 1m; grouted in PCC 1:4:8 at a depth of @300 mm below the ground level and the top of plate should be @ 700 mm above the ground level.

180

Meter

500.000

50 x 6 mm GI earthing strip GI EARTHING.: (Common specification for this & same category of items below) : Supply, installation and connection of following GI earthing strip including welding at Jointings, providing anti-corrosive paint or bitumen and jute covering for welded portion, clamping and necessary hardware for connecting, etc., including all labour and materials, as per approved drawings, specifications of this tender and directions of EIC.

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
190	S/L of GI Earth Strip 25X5mm in surf/rec: Providing and fixing 25 mm x 5 mm G.I. strip on surface or in recess for connections etc. as required.	Meter	1,000.000			
200	Providing and fixing of lightning conductor finial, made of 25 mm dia 300 mm long, G.I. tube, having single prong at top, with 85 mm dia 6 mm thick G.I. base plate including holes etc. complete as required.	Numbers	3.000			
210	Supply of 3cX2.5 sq. mm nonarmoured Cu cable	Meter	1,000.000			
220	S/F Ind. Socket & top 20A & MCB DP "C": Supplying & Fixing 20 Amps, 240Volts,SPN Industrial Type Socket Outlet, with 2 Pole and earth, metal enclosed plug top alongwith 20 amps "C" curve, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket outlet and complete with connections, testing & commissioning as required	Numbers	10.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
230	Supply, fabrication and installation of MS base frames, supports for switchgear, and brackets for miscellaneous electrical equipments, cable and cable tray supports out of rolled MS sections, pipes, plates etc. including shot blasting, welding, bolting, riveting, supply of necessary anchor bolts, anchor fasteners and grouting etc., supply of paint and applying of anti-rust primer coat and finished coats of approved synthetic enamel paint as per specification suitable for highly corrosive environment, including breaking walls, floors etc. for structures as required including supply of all GI hardware materials, all labour and materials complete as required as per approved specifications and directions of Engineer-in-Charge	Kilogram	1,500.000			
240	S/F modular GI box:3 Module (100x75 mm): Supplying and fixing following size/modules, GI box along with modular base & cover plate for modular switches in recess etc as required.: 3 Module (100 mm x 75 mm)	Numbers	15.000			
250	S/F modular GI box:4 Module (100x75 mm): Supplying and fixing following size/modules, GI box along with modular base & cover plate for modular switches in recess etc as required.: 4 Module (125 mm x 75 mm)	Numbers	15.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
260	S/F modular GI box:6 Module (100x75 mm): Supplying and fixing following size/modules, GI box along with modular base & cover plate for modular switches in recess etc as required.: 6 Module (200 mm x 75 mm)	Numbers	10.000			
270	S/F modular GI box:12 Module (100x75 mm): Supplying and fixing following size/modules, GI box along with modular base & cover plate for modular switches in recess etc as required.: 12 Module.	Numbers	5.000			
280	S/F modular base & cover plate:3 Module: Supplying and fixing following size/modular base & Cover plate on exsiting modular metal boxes etc as required. 3 Module	Numbers	15.000			
290	S/F modular base & cover plate:4 Module: Supplying and fixing following size/modular base & Cover plate on exsiting modular metal boxes etc as required. 4 Module	Numbers	15.000			
300	S/F modular base & cover plate:6 Module: Supplying and	Numbers	10.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	fixing following size/modular base & Cover plate on exsiting modular metal boxes etc as required. 6 Module					
310		Numbers	30.000			
	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.					
320		each	8.000			
	ITC of Exhaust Fan with 1.5 FRLS Cu: Installation of exhaust fan upto 450 mm sweep in the existing opening, including making the hole to suit the size of the above fan, making good the damage, coonection, testing, commissioning etc. as required.					
330		each	8.000			
	ITC louvers with frame for exhaust fan: Extra for fixing louvers/shutters complete with frame for a exhaust fan of all sizes.					
340		Meter	2,000.000			
	Laying of cables with outer diameter upto 40 mm. LAYING CABLE : (Common specification for this & same category of items below) : Laying, testing and commissioning of following sizes LV, MV & HV Cables and					

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
350	sealed properly of upto /3.5/ 4 of size PVC caps in designated cable route (in built-up readymade trenches;overhead cable trays; pull through pipes; exposed on wall/ beam/ rakes/ trusses tie/ beam/ embedded in floor or buried directly underground; or through G.I.pipe). Cables shall be PVC/XLPE insulated; PVC Sheathed; FRLS armoured Aluminium/ Copper Cables or similar types as per IS:1554 (PART-I), IS 7098 PART I & IS 1225-latest version.;Unit rates quoted for installation of cables shall be same irrespective of route and method of laying. The item shall include laying, pulling of cables, proper dressing ofcables on cable trays, racks, vertical raceways etc. and supply and installation ofsaddles, spacers and nylon chord for tying as required, stainless steel/aluminium/lead strip identification tags at strategic points/ every 50 meter intervals, aluminium clamps.etc. The straight through Jointings/ tying of upto 1100V 3/3.5/ 4 core of size armour in the cables should be avoided/ minimised. Laying of cables with outer diameter above 40 mm. LAYING CABLE : (Common specification for this & same category of items below) : Laying, testing and commissioning of following sizes LV, MV & HV Cables and sealed properly of upto /3.5/ 4 of size PVC caps in designated cable route (in built-up readymade trenches;overhead cable trays; pull through pipes; exposed on wall/ beam/ rakes/ trusses tie/ beam/ embedded in floor or buried directly underground; or through G.I.pipe). Cables shall be PVC/XLPE insulated; PVC Sheathed; FRLS armoured Aluminium/ Copper Cables or similar types as per IS:1554 (PART-I), IS 7098 PART I & IS 1225-latest	Meter	1,500.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	version.;Unit rates quoted for installation of cables shall be same irrespective of route and method of laying. The item shall include laying, pulling of cables, proper dressing of cables on cable trays, racks, vertical raceways etc. and supply and installation of saddles, spacers and nylon chord for tying as required, stainless steel/aluminium/lead strip identification tags at strategic points/ every 50 meter intervals, aluminium clamps.etc. The straight through Jointings/ tying of upto 1100V 3/3.5/ 4 core of size armour in the cables should be avoided/ minimised.					
360	Supply and installation of Cable Markers with 14 SWG enamelled steel plate with white lettering on jade green background Sign (200X60-1no #BURIED ELECTRIC CABLE”, 60X60-2nos direction signs) on Angle (65X65X6, 1100 long, painted white,including PCC foundation), (inclusive of providing and fixing supports, including all labour and materials, complete as per Annexure F and directions of EIC	Numbers	20.000			
370	Termination of cable having outer diameter upto 40mm; CABLE TERMINATION : Termination of armoured power cables (Typically PVC/XLPE insulated up to 1100 V grade). Job includes earthing the cable armour, connecting to the terminals, supply and marking of upto 1100V 3/3.5/ 4 core of size wire number ferrules/ cable tags (ss/ aluminium/ lead strip minimum 2 mm thick and 20 mm wide at the termination	Numbers	30.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	point), drilling in equipment,removal, cutting , fixing of gland plate, fixing of cable glands, supply and fixing of PVC shrouds for outdoor terminations, cutting and stripping of cable insulation, crimping the lug on to the conductor, clamping of the cable-cores, consumable items like Crimping paste, insulation Tapes, Including Supply of cable WP GLAND and LUGS etc complete, including all labour and materials complete, as per approved drawings, specifications of this tender and directions of EIC.					
380	Termination of cable having outer diameter above 40mm; CABLE TERMINATION :Termination of armoured power cables (Typically PVC/XLPE insulated up to 1100 V grade). Job includes earthing the cable armour, connecting to the terminals, supply and marking of upto 1100V 3/3.5/ 4 core of size wire number ferrules/ cable tags (ss/ aluminium/ lead strip minimum 2 mm thick and 20 mm wide at the termination point), drilling in equipment, removal, cutting, fixing of gland plate, fixing of cable glands, supply and fixing of PVC shrouds for outdoor terminations, cutting and stripping of cable insulation, crimping the lug on to the conductor, clamping of the cable-cores, consumable items like Crimping paste, insulation Tapes, Incliding Supply of cable WP GLAND and LUGS etc complete, including all labour and materials complete, as per approved drawings, specifications of this tender and directions of EIC.	Numbers	15.000			
390		Meter	300.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	Wiring FRLS Cu : 2x2.5 + 1x2.5 eth(ckt): Wiring for circuit/submain wiring alongwith earth wire with the following sizes of PVC insulated copper conductor,single core cable in surface/recessed steel conduit as required.: 2 x 2.5 sq. mm + 1 x 2.5 sq. mm earth wire (for ckt wiring & 6 Amp light plug)S&I complete					
400		Meter	200.000			
	Wiring FRLS Cu: 2x4 + 1x4 eth(15A plug): Wiring for circuit/submain wiring alongwith earth wire with the following sizes of PVC insulated copper conductor,single core cable in surface/recessed steel conduit as required.: 2 x 4 sq. mm + 1 x 4 sq. mm earth wire (for power plug)S&I complete					
410		Meter	100.000			
	Wiring FRLS Cu: 2x6 + 1x6 eth(AC socket): Wiring for circuit/submain wiring alongwith earth wire with the following sizes of PVC insulated copper conductor,single core cable in surface/recessed steel conduit as required.: 2 x 6 sq. mm + 1 x 6 sq. mm earth wire)S&I complete					
420		Meter	500.000			
	S/F PVC conduit :-25 mm: Supplying and fixing of following sizes of PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.: 25 mm					

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
430	ITC of Light Fixture with 1.5 FRLS Cu: Installation, testing and commissioning of prewired, fluorescent fitting/compact fluorescent fitting/flood lights/LED fitting of all types, complete with all accessories ignitors etc. and tube etc. directly on ceiling/wall/trussetc. at required height including connection, interconnection with 1.5 sq. mm FRLS PVC insulated,copper conductor, single core cable and earthing etc. as required.	Numbers	100.000			
440	ITEM NOT TO BE QUOTED:Reinbursement against equipment, items etc. as per special requirement of EIC. Not to be quoted. Reinbursement will be on submission of receipt against actual supply with additional 10% contractors profit.	Lump sum	100,000.000			
450	Lighting fixture: 18W LED Tube light: Supplying the following Lighting fixtures including lamps and all accessories, ignitors etc as required complete at site. Rate shall include all taxes and duties, transportation etc. complete. (Samples of all light fixtures to be submitted to the client for approval prior to procurement of fixtures): 18 Watts LED Tube light as per Havells Cat. No. LHEXBLP7PNW018 (E-Lite Led Pride Plus) or equivalent complete as required	Numbers	50.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
460	Lighting fixture: 100W LED Linear Highbay Luminaire: Supplying the following Lighting fixtures including lamps and all fitments and accessories including ignitors, control gear, connectors etc as required complete at site. Rate shall include all taxes and duties, transportation etc. complete. (Samples of all light fixtures to be submitted to the client for approval prior to procurement of fixtures): 100 Watts LED Trendy LED Highbay Luminaire as per Bajaj Cat. No. BTHBX 100W or equivalent complete as required	Numbers	50.000			
470	Supply of Heavy duty Exhaust Fan with following specification: Input voltage: 1- phase 230V ac.±10% 50 Hz, rpm:1400, sweep:450mm, protection:IP55, metal body Painting: Anti corrosive enamel paint, mounting frame with anti-vibration pad, conforming to IS 2312(GEC/Havels/Bajaj or equivalent make)Rate shall include all taxes and duties, transportation etc. complete.	each	4.000			
480	Louver Gravity bird guard for exhaust fan: Supply of gravity bird guard screen louvers for exhaust fan Rate shall include all taxes and duties, transportation etc. complete.	each	8.000			
490		each	2.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

Fan : Ceiling fan 1200sweep dbl ball brg: supply of following at site Rate shall include all taxes and duties, transportation etc. complete. 48" dia (1200 sweep) double ball bearing ceiling fan Crompton/Usha/ Havels/Bajaj or equivalent. Rate shall include all taxes and duties, transportation etc. complete.

Total net item value :

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

00020 Construction of new warehouse

The item covers the following services:

10	Earth work in excavation in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil. All kinds of soil	Cubic meter	265.000			
20	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in wateriing, lead upto to 50m and lift upto 1.5m	Cubic meter	220.000			
30	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil	Square meter	3,000.000			
40		Cubic meter	210.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)					
50		Cubic meter	300.000			
	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size)					
60		Cubic meter	20.000			
	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size)					
70		Cubic meter	75.000			
	Providing and laying autoclaved aerated cement blocks masonry with 150mm/230mm/300 mm thick AAC blocks in super structure above plinth level up to floor V level with RCC super structure above plinth level up to floor V level with RCC band at sill level and lintel level with approved block laying					

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	polymer modified adhesive mortar all complete as per direction of Engineer-in-Charge. (The payment of RCC band and reinforcement shall be made for seperately).					
80		Cubic meter	350.000			
	Construction of granular sub-base by providing well graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with three wheel 80-100 kN static roller capacity to achieve the desired density, complete as per Technical Specification Clause 402					
90		Cubic meter	230.000			
	WBM Grading 1 (Using stone screening Type-A 13.2 mm for Gr.I). Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with three wheel 80-100 kN static roller in stages to proper grade and camber, applying and brooming, stone screening/binding materials to fill-up the interstices of coarse aggregate, watering and compacting to the required density Grading 1 as per Technical Specification Clause 404.By manual means					
100		Cubic meter	330.000			
	WBM Grading 2 (Using stone screening Type-B 11.2 mm for Gr.II) Providing, laying, spreading and compacting stone					

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with three wheel 80-100 kN static roller in stages to proper grade and camber, applying and brooming, stone screening/binding materials to fill-up the interstices of coarse aggregate, watering and compacting to the required density Grading 1 as per Technical Specification Clause 404.By manual means					
110	12 mm cement plaster of mix : 1:6 (1 cement: 6 fine sand)1	Square meter	1,200.000			
120	Cement Plaster with floating coat of neat cement : 1:4 (1 cement: 4 fine sand)	Square meter	50.000			
130	Finishing walls with water proofing cement paint of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm)	Square meter	620.000			
140	Centering and shuttering including strutting, propping etc. and removal of formwork for : Foundations, footings, bases of columns, etc.	Square meter	400.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
150	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin- charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Square meter	3,200.000			
160		Meter	90.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
170	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :Ridges plain (500 - 600mm)	Meter	160.000			
180	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :Gutter (600 mm over all girth)	Cubic meter	35.000			
190	Brick work with common burnt clay bricks of class designation 7.5 in mud mortar	Kilogram	26,000.000			
	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.					

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
200	Steel reinforcement for R.C.C. work including straightening, cutting,bending, placing in position and binding all complete above plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more	Kilogram	1,000.000			
210	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement: 3 coarse sand (zone - III) : 6 graded stone aggregate 20 mm nominal size) over 75mm thick bed of dry brick ballast 40 mm nominal size,well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	Square meter	230.000			
220	Chlorinated Polyvinyl - chloride (CPVC) pipe 150 mm inner dia	Running Meter	40.000			
230	Providing & fixing of multi vent roof ventillator (turbo ventillator) on the top of roof with high performance industrial multi vent roof ventilator of minimum 600mm dia. Neck/ throat of Aluminium Alloy designed to a capacity of 1850 CFM at roof level including metal base vanturay dome 1.50mm thick and all required accessories. Multi roof	each	12.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	ventilators to withstand wind pressure upto 300kgs/ sqm and to be got approved from the Engineer-in-charge before installation. The rate includes cutting/ making holes in the existing roof sheets. Payment shall be made after completion of work					
240	Structural steel work in single section, fixed with or without connecting plate,including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	Kilogram	3,000.000			
250	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes.	Kilogram	5,000.000			
260	Interlocking pavement block :Providing and laying interlocking concrete block pavement (M40) having thickness 80mm as per technical specification clause 1504 complete including carriage. Including Edge block/ Edge restraints	Square meter	200.000			
270		Square meter	2,800.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.					
280		Square meter	30.000			
	Supplying and fixing rolling shutters of approved make, made of required size M.S. laths, interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to IS: 4454 - part 1 and M.S. top cover of required thickness for rolling shutters. 80x1.25 mm M.S. laths with 1.25 mm thick top cover					
290		Running Meter	400.000			
	Providing and fixing 1.8 m high GI barbed wire fencing with 2.4 m RCC M15 grade 150 mm x 150 mm concrete post placed every 3 m centre-to-centre founded in M15 grade cement concrete, 0.6 m below ground level, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with 12 horizontal lines and 2 diagonals interwoven with horizontal wires, fixed with GI staples, turn buckles etc. complete as per					

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	Clause 1705					
300	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kilogram	350.000			
310	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 4.0 mm thickness (weight not less than 10 kg/ sqm)	Square meter	22.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
320	Providing 2mm thick Polycarbonate Sheet skylight roof including necessary frame-work and paint as directed by the EIC	Square meter	80.000			
330	Transportation of bolted / welded structural / tubular steel members, trusses, roofing sheets of all descriptions within the plant boundary limit including loading, unloading and stacking etc.as per direction of E-I-C.	Kilogram	60,000.000			
340	Erecting, hoisting and fixing in position of structural materials obtained after dismantling as per relevant item with necessary welding and /or bolting with MS bolts at all heights of all types of structural steel work in columns, beams, bracing, trusses , purlins, rafters etc., complete in all respects as per approved fabrication drawings, standards and direction of Engineer-in-Charge.	Kilogram	60,000.000			
350	Providing and fixing bolts including nuts and washers complete.	Kilogram	1,500.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
360	Providing Hydraulic Excavator (3D) with driver and fuel	Days	30.000			
370	Deployment & operation of Tipper including supply of necessary fuel & operator for the same, tools and tackles, PPEs etc. for loading of materials etc., and unloading for disposal to the designated disposal area inside the Refinery boundary as per instruction of Engineer-In-Charge. (The job has to be carried out for minimum 8 hours in a day)	Days	30.000			
380	Deployment & operation of Hydra crane (minimum 10 MT Capacity) including supply of necessary fuel & operator for the same, tools and tackles, PPEs etc. complete including loading and unloading as per instruction of EIC. (The job has to be carried out for minimum 8 hours in a day)	Days	30.000			
390	Deployment & operation of Tractor with trailer including supply of necessary fuel & operator for the same, tools and	Days	30.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	tackles, PPEs etc. for collection of materials etc. complete as per instruction of EIC. (The job has to be carried out for minimum 8 hours in a day)					
400	Providing wages for Skilled Worker services of carpentary/misc civil works including PF/ESI payment.	Days	60.000			
410	Providing wages for Un-Skilled Worker services of carpentary/misc civil works including PF/ESI payment.	Days	480.000			
420	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kilogram	5,000.000			
430	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement	Meter	30.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
	mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : 250 mm dia. R.C.C. pipe					
440	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of	Square meter	30.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with :

Fully Perforated Gypsum Plaster Board of size 1200 x 2400x12.5 mm having approx. 15 % perforated area with perforation size and pattern as approved by the Engineerin-charge and as per manufacturer's specification, with all 4 side tapered and backed by acoustical tissue with NRC value not less than 0.60

Total net item value :

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

00030 Dismantling of Project Warehouse

The item covers the following services:

10	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area 3 sq. metres and below	each	45.000
20	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area beyond 3 sq. metres	each	10.000
30	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	Square meter	2,000.000

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
40	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	Cubic meter	200.000			
50	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	Cubic meter	100.000			
60	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	Cubic meter	80.000			
70	Dismantling roofing including ridges, hips, valleys and gutters etc.,and stacking the material within 50 metres lead of: G.S. Sheet	Square meter	2,000.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	
80	Dismantling C.I. or asbestos rain water pipe with fittings and clamps including stacking the material within 50 metres lead : 75 to 80 mm dia pipe	Meter	300.000			
90	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading,transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	Cubic meter	2,000.000			
100	Dismantling cement asbestos or other hard board ceiling or partition walls including stacking of serviceable materials and disposal of unserviceable materials within 50 metres lead.	Square meter	1,300.000			
110	Dismantling of over head lines comprising of copper/ aluminium over head conductor, G.I. wire, cross arms, insulators etc. as required.	Kilogram	450.000			

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

120

Kilogram

60,000.000

Dismantling bolted/welded STRUCTURAL/ TUBULAR STEEL WORK of all descriptions manually / by mechanical means without dismembering (taking all necessary safety precautions), including supply of all tools and tackles, consumables, necessary scaffolding etc., providing temporary bracings as required, marking of structural works required to be re-erected, transporting and stacking of the serviceable materials within 50 metres lead, all complete for all heights and depths, as per direction of Engineer-in-charge.

Total net item value :

Total :

Item Ref.	Description	Unit	Qty	Rate in		Amount
				Figures	Words	

Percentage rebate(if any) in words :

Percentage :

Less Rebate :

Grand Total in Words :

Grand Total :

Signature :

Name :
Address of the :
Contractor :

Place :

Date :