

Bid Document

Bid Details	
Bid End Date/Time	20-09-2022 15:00:00
Bid Opening Date/Time	20-09-2022 15:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Numaligarh Refinery Limited
Organisation Name	Numaligarh Refinery Limited
Office Name	Numaligarh Refinery Limited
Item Category	Custom Bid for Services - Daily Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 10 , Custom Bid for Services - Monthly Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 20 , Custom Bid for Services - Quarterly Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 30 , Custom Bid for Services - Half Yearly Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 40 , Custom Bid for Services - Annual Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 50 , Custom Bid for Services - General Repairing of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 60 , Custom Bid for Services - Breakdown Maintenance of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 70 , Custom Bid for Services - Major Overhauling of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 80 , Custom Bid for Services - Charges for mobilization of experienced automobile painter as per SOR Item 90 , Custom Bid for Services - Painting of Automobile body other accessories as per SOR Item 100 , Custom Bid for Services - Charges for mobilization of helper as per SOR Item 110 , Custom Bid for Services - Servicing repairing Calibration of InLine rotary fuel pump as per SOR Item 120 , Custom Bid for Services - Servicing repairing Calibration of InLine rotary fuel pump Injectors as per SOR Item 130
Contract Period	3 Year(s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No

Bid Details	
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	HDFC Bank
EMD Percentage(%)	0.50
EMD Amount	28000

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Sr. Manager (Commercial)

Numaligarh Refinery Limited, NUMALIGARH REFINERY Limited, NUMALIGARH REFINERY Limited, Ministry of Petroleum and Natural Gas [Note to bidders: The EMD must be submitted online on the portal of HDFC bank (refer instructions at Annexure-XVII of Tender Document) and its receipt must be uploaded along with offer in GeM Portal]

(Prasanta Barman)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service

provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

Additional Qualification/Data Required

Pre Qualification Criteria (PQC) etc if any required:[1662433560.pdf](#)

Scope of Work:[1662433565.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1662433572.pdf](#)

Service Level Agreement (SLA):[1662433577.pdf](#)

Payment Terms:[1662433582.pdf](#)

GEM Availability Report (GAR):[1662433589.pdf](#)

Custom Bid For Services - Daily Checking Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 10 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Daily Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 10
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Monthly Checking Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 20 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Monthly Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 20
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Quarterly Checking Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 30 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Quarterly Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 30
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Half Yearly Checking Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 40 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Half Yearly Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 40
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Annual Checking Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 50 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Checking of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 50
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - General Repairing Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 60 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	General Repairing of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 60
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Breakdown Maintenance Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 70 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Breakdown Maintenance of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 70
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Major Overhauling Of Fire Tenders Foam Nurser Emergency Rescue Tender As Per SOR Item 80 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Major Overhauling of Fire Tenders Foam Nurser Emergency Rescue Tender as per SOR Item 80
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Charges For Mobilization Of Experienced Automobile Painter As Per SOR Item 90 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Charges for mobilization of experienced automobile painter as per SOR Item 90
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Painting Of Automobile Body Other Accessories As Per SOR Item 100 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Painting of Automobile body other accessories as per SOR Item 100
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Charges For Mobilization Of Helper As Per SOR Item 110 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Charges for mobilization of helper as per SOR Item 110
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Servicing Repairing Calibration Of InLine Rotary Fuel Pump As Per SOR Item 120 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Servicing repairing Calibration of InLine rotary fuel pump as per SOR Item 120
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Custom Bid For Services - Servicing Repairing Calibration Of InLine Rotary Fuel Pump Injectors As Per SOR Item 130 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Servicing repairing Calibration of InLine rotary fuel pump Injectors as per SOR Item 130
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Disclaimer

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

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

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

---Thank You---

NUMALIGARH
REFINERY
LIMITED



A GOVERNMENT OF INDIA ENTERPRISE

(Domestic Open Tender)

**TENDER DOCUMENT FOR – “ANNUAL
MAINTENANCE CONTRACT FOR MAINTENANCE
OF NRL OWNED FIRE FIGHTING VEHICLES/
EQUIPMENT”. (GeM Bid Document
No: GEM/2022/B/2502551)**

Work Location: Numaligarh, Assam

Bidder's offer ref: _____ Dtd. _____

PART-I: UNPRICED BID



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



NUMALIGARH REFINERY LIMITED (NRL) NOTICE INVITING TENDER (NIT)

Date: 06.09.2022

(Service is related to Critical safety operation and equipment, relaxation of 'Prior Turnover' and 'prior experience' norms shall not be applicable for this Tender. Pre-Qualification Criteria (PQC) must be complied by all the participating bidders.)

To,

PROSPECTIVE INDIAN BIDDERS

Subject: Tender Document for - "Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment". (GeM Bid Document No: GEM/2022/B/2502551)

Dear Sir,

Numaligarh Refinery Limited (NRL), a Government of India Enterprise [having registered office at 122A, G.S. Road, Christianbasti, Guwahati-781005], invites bid in GeM Portal from competent and experienced Indian bidders for the following under two part bid system (Part-I: Techno-commercial Part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre-Qualification Criteria (PQC):

1. **Name of the work** : **Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.**
2. **Earnest Money Deposit (EMD)** : **Rs.28,000/- (Rupees Twenty Eight thousand only).**

Note: The EMD must be submitted online on the **portal of HDFC bank** (instructions at **Annexure-XVII** below) and its receipt must be uploaded along with offer in GeM Portal. If the EMD is not received along with the offer, offer shall not be considered for further processing.

However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload their 'Udyam Registration' (as explained in **Annexure-X**) instead of the EMD deposit receipt.

3. **Contractual Period** : The contract shall be for a period of **3 (three) years** from the handing over of site.
4. **Online Bid & EMD Submission:** 20.09.2022 (3.00 PM).
5. **Bid Opening date & time** : 20.09.2022 (3.30 PM).
6. **Place of Submission of Bid** : Being an e-tender, the bid has to be submitted online in the GeM Portal.

7. **Scope of Work and Supply:** The scope of work & supply of this work will be in accordance with the NIT, Special Conditions of Contract (SCC), Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (E-I-C).
8. **PRICE: Firm Price [inclusive of all taxes (including GST), duties & levies]** should be quoted in priced bid in GeM Portal. Variation of price shall NOT be allowed on any account after due date & time of submission of offer.
9. **Priced Evaluation & Award Criteria:** The tender items are non-splitable and evaluation will be done on 'Overall Lowest Offer Basis'.
10. **Security Deposit:** Successful bidder has to submit Security deposit as per GCC of NRL.

*A sum of 3% of the accepted value of the tender or the actual value of work done whichever is applicable (due to any additional work or any other reasons) shall be deposited by the Contractor as Security Deposit. This may be deposited initially at 0.75 % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 2.25 % to be recovered from bill against work done. Alternatively, the Contractor may, at his option, deposit the full amount of 3% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract. CONTRACTOR can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form. Bank guarantee should be routed through SFMS platform. Relevant information are provided in **Annexure-XX***

11. **Defect Liability Period:** 06 (six) months from the date of completion of the contract in all respect. Security Deposit shall be released after expiry of defect liability period.
12. **Terms of Payment** : Monthly RA Bill and certification from E-I-C. Refer details in SCC.

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

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

13. **Price, Taxes, and Duties:** Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes (including GST), duties & levies on which no variation will be allowed.

Note : It is for the bidder to assess and ascertain the rate of above taxes & duties applicable on quoted item (s). It is clearly understood that Owner will not have any additional liability towards payment of above taxes & duties which are based on Bidder's wrong assessment / interpretation of applicability of said taxes & duties.

14. **Penalty Clause:**

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

15. **Other Terms and Conditions:**

- (a) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (b) Bids from consortium / joint venture shall not be considered.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (e) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (f) **DGM (Mechanical Maintenance), NRL Numaligarh** shall be the Engineer-in-charge (E-I-C) of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (g) The General Conditions of Contract (GCC) of NRL will be applicable for this contract. The General Conditions of Contract of NRL is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → General Conditions of Contract and Annexures.
- (h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (i) No mobilization advance will be paid to the contractor for execution of this work.
- (j) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (k) For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website [www.nrl.co.in {Tenders -> Tender Manual -> Circular of Wages for Contract Workmen (New)}].
- (l) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 (ii) of GCC).

- (m) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract**. The present rate of PF is 12% (Refer Clause 8 of GCC).
- (n) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
- (i) The Contract Labour (Regulation and Abolition) Act,
 - (ii) The Minimum Wages Act.
 - (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
 - (iv) The Payment of Wages Act,
 - (v) The Payment of Bonus Act,
 - (vi) The Employees Provident Fund & Misc. Provisions Act,
 - (vii) Family Pension Scheme,
 - (viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Provident Fund:

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

ESI Fund:

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

- (o) Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclone and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administration, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of

any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment. The vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org .

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
 - ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
 - iii) Area liable to floods and Probable max. surge height
 - iv) Thunderstorms history
 - v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
 - vi) Landslides incidences with Annual rainfall normal
 - vii) District wise Probable Max. Precipitation
- (p) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL. All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 12.08.2021, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f 12.08.2021) Link: https://www.nrl.co.in/upload/HolidayListingPolicy_12082021.pdf
- (q) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (r) **Contractors' Performance Evaluation:** NRL has adopted a dynamic performance monitoring /evaluation procedure for continuous monitoring and evaluation of contractors, to maintain their accountability and performance. A rating, based on performance shall be assigned for each work executed by a contractor. This rating shall be used in determining eligibility of the bidder in subsequent tenders issued by NRL (or by NRL authorized agencies / PMC / EPCM).
Following are the areas to be covered under continuous evaluation process:
1. Compliance of safety and housekeeping at worksite
 2. Resource mobilization/delay in completion
 3. Quality of works and documentation
 4. Compliance of statutory / regulatory guidelines

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

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

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

- (s) NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidders credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.
- (t) After issuance of order to the successful Bidder by NRL, NRL will return the EMD to all unsuccessful Bidders. The EMD submitted by successful Bidder will be returned after depositing Initial Security Deposit. Alternatively, EMD of successful bidder can also be converted to security deposit for due performance of the contract if the contractor so desires.
- (u) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- (v) In case any bidder is found to be involved cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future.
- (w) NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids without assigning any reason thereof.
- (x) **Gate Pass System:** "SaraI PravesH" is a platform developed by Numaligarh Refinery Ltd. for applying & issuing of smart card-based Photo Gate Pass required for entering Numaligarh Refinery premises. This is a web based application and web link is available on NRL web site (<https://www.nrl.co.in/>) under "Day to Day Applications" (Link: <https://www.nrl.co.in/icwcs/>). Any contractor, consultants, service provider, vendor who is required to deploy their employees, executives, workers, experts etc. at Numaligarh Refinery premises for execution of any work or training shall register in the "SaraI PravesH" system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA / Work Order.

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

The bidder must submit IT PAN No, GST registration Certificate and PF registration Certificate, ESI with their offer.

**CGM (Commercial)
Numaligarh Refinery Limited**

Contact Person: Prasanta Barman
Email ID: prasanta.barman@nrl.co.in
Mob: 9435351372

PRE-QUALIFICATION CRITERIA (PQC)

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

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

1. PAST EXPERIENCE CRITERIA

Bidder must have Past Experience of having **successfully completed **similar work** during last 10 (ten) years, ending last date of month previous to the one in which bids are invited; should be either of the following:

- **One** similar work costing not less than = **Rs.27.84 Lakhs**
- Or, **Two** similar works costing not less than = **Rs.22.27 Lakhs each**
- Or, **Three** similar works costing not less than = **Rs.16.70 Lakhs each.**

**** Similar work:**

- 1) *Annual Maintenance Contract (AMC) for Fire Tenders in any Indian Govt. /Private company/Industry.*

Or,

- 2) *Mechanical Maintenance Contract Services in Crude Oil Refinery/Petrochemicals in India. The Mechanical Maintenance Contract Service mentioned herein shall mean annual mechanical maintenance contract services wherein the contract shall be inclusive of pump maintenance, compressor maintenance and heat exchanger maintenance works*

Documents to be submitted by bidder in Support of PQC- Past Experience Criteria: Copies of Relevant Work Order (s) with SOR and corresponding completion certificates are to be enclosed with un-priced bid. The completion certificate should consist of Name of Work, Work Order number & date, Actual executed value and Actual completion date. The value of past experience shall be adjusted at a simple rate of 07% for every completed year and / or part thereof ending last day of the month proceeding the month in which bids are invited. Unless otherwise specifically mentioned in the tender, Provisional Job Completion Certificate or Job Completion Certificate issued against incomplete / in-progress job will not be acceptable. Further, Sub-contract orders shall also not be acceptable/ considered in support of PQC-Past Experience Criteria.

2. AVERAGE ANNUAL TURNOVER: During the last 03 (Three) financial years, shall be at least Rs.16.70 lakhs.

Documents to be submitted by bidder in support of PQC (Average Annual Turnover Criteria): Bidders to submit copies of audited Trading and P/L account(s) for the last three financial years in support of annual turnovers or certification of annual turnover for the last three financial years from a registered chartered accountant firm. If audited financial results of FY 2021-22 are not available, audited financial results of FY 2018-19 are to be submitted by the bidder.

3. **POSSESSION OF VALID GST REGISTRATION CERTIFICATE:** Bidders are requested to upload their 'VALID GSTIN/UIN Certificate' along with the Bid Document. NRL at its discretion may not consider the bidder's bid for further evaluation if the same is not found uploaded with the bid or not found to be valid in GST portal.

SPECIAL NOTE TO THE BIDDERS:

- Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to above PQC (Pre-Qualification Criteria) along with their un-priced technical offer. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. NRL at its discretion may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. However, Bidder shall not be allowed to submit new references or document related such new references with respect to their past experience unless it is not mentioned in their original offer.
- NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

Document submitted in support of PQC	Communication Address	Email-ID

- **Service is related to Critical safety operation and equipment, relaxation of 'Prior Turnover' and 'prior experience' norms shall not be applicable for this Tender. Pre-Qualification Criteria (PQC) must be complied by all the participating bidders.**

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **JOB TITLE:** Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

2. **ABBREVIATIONS:**

Client	Numaligarh Refinery Limited (NRL)
Bidder	Contractor or Service Provider or Contract Agency
EIC	Engineer In-Charge
SOR	Schedule of Rates
ESI	Employees' State Insurance
SOP	Standard Operating Procedure
Vehicle	Shall mean all fire fighting vehicles of NRL Fire & Safety section including mounted firefighting systems

3. **PRE QUALIFICATION CRITERIA (PQC):** Refer page 8 & 9 above.

4. **CONTRACTUAL PERIOD:** The contract shall be for a period of 3 (three) years from the handing over of site.

5. **SCOPE OF WORK**

5.1. **CONTRACTOR'S SCOPE OF WORK**

The contractor shall provide onsite preventive & troubleshooting maintenance support for the vehicle & equipment listed in Annexure –II of SCC at NRL Refinery and ensure healthiness of the vehicles and equipment during the contractual period.

The contractor shall carry out schedule inspections, testing and preventive maintenance as per requirement, OEM Guidelines and as instructed by EIC/representative including hydrostatic testing of firefighting equipment as per PESO guidelines.

All defects or deficiencies found during an inspection/check shall be repaired or corrected by the contractor.

5.1.1. **SOR Line Item Details:-**

Item 10: Daily Checking of Fire Tenders-

Daily checking of all the equipment mentioned in Annexure-I as per Annexure-II of SCC.

Item 20: Monthly Checking of Fire Tenders-

Monthly checking of all the equipments mentioned in Annexure-I as per Annexure-II of SCC.

Item 30: Quarterly Checking of Fire Tenders-

Quarterly checking of all the equipments mentioned in Annexure-I as per Annexure-II of SCC.

Item 40: Half yearly Checking of Fire Tenders-

Half yearly checking of all the equipments mentioned in Annexure-I as per Annexure-II of SCC.

Item 50: Annual Checking of Fire Tenders-

Annual checking of all the equipments mentioned in Annexure-I as per Annexure-II of SCC.

Item 60: General Repairing of Fire Tenders-

Any defects and deficiencies in the following which could reduce the operational safety and performance of the fire apparatus/vehicle, therefore, shall be attended by the contractor on urgent basis:

1. Driving and crew areas, the apparatus, vehicle body, and the compartment
2. Chassis, axles, steering and suspension systems, driveline, wheels, and tires
3. Engine systems
4. Engine cooling system
5. Transmission and clutch
6. Low voltage electrical system and the line voltage electrical system
7. Braking Systems
8. Air Brake Systems
9. Hydraulic Brake Systems
10. Fire Pump System
11. Greasing and lubricating at all points including under chassis
12. Checking and tightening of all fasteners.
13. Checking of fire pumps for free rotation, leakage, bearing conditions etc.
14. Checking and topping up of lube oil/ other fluids at different positions.
15. Changing of damaged propeller shaft with new one and required maintenance.
16. Replacement of solenoid valves, repairing & installation of butterfly, gate valves etc of fire pump piping system.
17. Engine accessories –AC pump & Water Pump dismantling, possible in-situ repairing and re-installations.

Item 70: Break-down maintenance of Fire Tenders, Foam Nurser & Emergency Rescue Tender-

Breakdown means all type of faults which leads to non-movement of the vehicle.

Breakdown maintenance mainly includes the followings-

1. Fuel tank dismantling, cleaning & restoration, replacement.
2. PTO shaft replacement, alignment with PTO gear box.
3. Foam-water tank dismantling & re-installation.
4. Fuel Pump dismantling, possible in-situ repairing and re-installations
5. Fire Water Pump dismantling/re-installation
6. Leaf spring change, wheel hub bearing change
7. Brake booster pump dismantling/overhauling & re installation
8. Steering column, steering box repairing, dismantling & re-installation.

9. Repairing of self-starter or Alternator.
10. Repairing/assembling of Clutch.

Major fire water pump/ valve repairs shall be done by NRL, however, dismantling and transporting to repair sites/ location shall be in the scope of the contractor. After repair/ replacement by NRL of the same, transporting the same to repair vehicle site and installation shall be in the scope of the contractor. Pumps and connected piping / plumbing system preventive/ corrective maintenance shall also be in the scope of the contractor.

Item 80: Major Overhauling of Fire Tenders, Foam Nurser & Emergency Rescue Tender-

Major overhauling of Fire Tenders includes:

1. Repairing/assembling of Gear Box, Radiator repairing, repairing assembly of cylinder head/engine, Engine Mounting Bracket change.
2. Differential unit dismantling, repairing and re-installation

Item 100: Painting of Automobile body & other accessories.

1. The paints shall be standard automobile paints such as Duco or equivalent.
2. Painting procedure shall be as per standard painting procedure.
3. Supply as well as service is in vendor's scope.
4. All tools & tackles including the safety appliances are to be arranged by the vendor only
5. Painting work includes cleaning the equipment, chipping, body repairing, red oxide painting, surface preparation with metal paste / putty, surface sealer, double coating of paint, rubbing, protection, finishing and lettering.
6. Vendor needs to replace/fit glasses & rubber beadings wherever required.
7. Defect liability period shall be 01 year.

Item 120: Servicing, repairing & Calibration of In-Line & rotary fuel pump.

Fuel pump repairing Service charges for repairing of In-line & rotary fuel pump as per OEM guidelines including changing of consumables as required, Calibration and put back to the engine including trial run for the following make diesel engine:- TATA/ASHOK LEYLAND/ SIMPSONS/ ESCORTS/ MAHINDRA & MAHINDRA/ BOSCH/ MICO/ VOLVO/ BENZ.

Item 130: Servicing, repairing & Calibration of In-Line & rotary fuel pump Injectors

Service Charge for repairing and (or) calibration of injectors including changing of consumables, nozzles as required, calibration and put back to the engine including trial run for the following make diesel engine:- TATA/ ASHOK LEYLAND/ SIMPSONS/ ESCORTS/ MAHINDRA & MAHINDRA /BOSCH/ MICO/ VOLVO/ BENZ.

Item 140: Reimbursement of service charge and consumable spares for scheduled / breakdown maintenance of Fire vehicles/NRL owned other vehicles from OEM/Authorized Dealer on submission of GST Invoices and money receipts.

- 5.1.2** Contractor is required to document all the inspections/corrective actions. Maintenance log-book must be duly filled-up by the contractor and get endorsement by EIC/representative.

It is responsibility of the contractor to notify EIC in advance any part/accessory damages requiring immediate/early replacement.

Replacement of damaged parts / accessories with spares/ accessories supplied by NRL shall be in the scope of the contractor including collection of the spares/accessories from NRL storage point after fulfilling necessary formalities.

For vehicle body renewal/ repairs, contractor shall deploy his requisite manpower/ resources to site if instructed by EIC/ representative. In this scenario, materials required for the body repair shall be assessed and quantified by the contractor and submitted to EIC/ representative for procurement by NRL. Once the materials reach site, contractor shall carry out the body repair/renewal works on receipt of written communication from EIC/representative. A strategy shall be drawn-up before taking up the vehicle body repair/renewal job between EIC/ representative and the contractor. The record note of the meeting shall be signed jointly and shall form part of the contract document. Contractor has to complete the vehicle body renewal/repair in time in line with the signed record note referred above.

- 5.1.3. Contractor shall carry out dusting, water / air washing / cleaning of work place, equipment and vehicles etc. as per instruction of EIC.
- 5.1.4. Contractor shall report to EIC on daily basis for receiving work instructions.
- 5.1.5. The fire vehicle are critical emergency fleets, readiness/functionality requirement dictates maintenance levels at a much higher degree than conventional oil change and lubrication intervals.

Contractor shall perform complete vehicle care not limited to change of oils and filters, hub greasing, electrical maintenance, replacement of wear and tear items like clutch, belts, brake liners, rubber parts, gaskets, kits, oil seals, firefighting apparatus, vehicle structural, safety etc.

The vehicles/equipment under the maintenance scope of this contract are in critical service and related to onsite & offsite disaster management plan, contractor must be resourceful, apt in breakdown maintenance of the vehicles/ equipment specified in Annexure-II of SCC, further, should be capable of bringing the vehicles/ equipment back to service within a short time. No vehicle / equipment shall be left under maintenance/ down and unattended.

The contractor shall also mobilize mechanics/ resources within one hour in case of disaster / emergency situation in the refinery beyond normal working hours.

The Contractor and his authorized site representative must be in possession of a working & dedicated mobile or landline connection for receiving instructions from EIC or his representative during odd hours. The contractor shall provide the contact numbers to EIC/his representative at the time of kick off meeting. The contact numbers should never be switched off / disconnected.

- 5.1.6. Special tools and tackles/ machinery required for attending a vehicle/equipment repair/maintenance job shall be arranged by the contractor.
- 5.1.7. Execute works at any location, height, position and time.
- 5.1.8. Following activities will be attributable for completion of any work as and if applicable.
- Return of safety permit/work instruction (*Where applicable*).
 - Cleaning of area.
 - Return of excess material and/or scrap to store or scrap yard.
 - Return of temporary facility/equipment, mobilized for the work including fire protection apparatus etc.
 - Submission of completion status to EIC/representative with activity details, etc. relevant to the work executed.
- 5.1.9. Arrange gate passes/photo passes etc. for his staff for entry inside the complex. Application for gate pass should be submitted through SARAL PRAVESH (Numaligarh Refinery Gate Pass System). SARAL PRAVESH can be accessed through NRL official website where documents required for gate pass can be seen.
- 5.1.10. Comply with all statutory requirements like labor laws, provident fund, ESI etc. Compliance to statutory requirement shall be in the scope of the contractor.
- 5.1.11. Provide personnel protective equipment like safety shoe, helmet, boiler suit, Hand Gloves, Safety goggles etc. to every workman under the contractor at contractor's cost. Safety Shoe /year-01 pair, boiler suit/year-02 pairs and other PPEs as and when required.
- 5.1.12. The vendor shall have to carry out schedule servicing and maintenance of VOLVO/BENZ/TATA/ASHOK LEYLAND/MAHINDRA Fire tender Chassis and departmental vehicles by arranging required spares and service from OEM or OEM authorized dealer. The cost of spares and service shall be reimbursed on submission of GST invoice and money receipt.
- 5.1.13. **Manpower Mobilization:**
- Contractor to station a team of highly experienced heavy vehicle maintenance crew for preventive / corrective maintenance of fire tender vehicles/ equipment & their systems at NRL refinery site throughout the contractual period.
- 5.1.13.1. Throughout the contractual period contractor has to mobilize following minimum categorized manpower strength on normal working days/ hours:
- | | |
|------------------------|-----------|
| Supervisor | -01 (One) |
| Automobile Mechanic | -01 (One) |
| Automobile Electrician | -01 (One) |
- 5.1.13.2. Contractor shall mobilize additional resources and manpower as directed by EIC and as per job requirement within 24 Hrs. from the time of communication to Contractor by EIC/representative.

5.2. NRL'S RESPONSIBILITY AND OBLIGATION:

5.2.3. NRL shall provide the following:

5.2.3.1. Available Spares as and when required at free of cost.

5.2.3.2. Workshop facilities for machining components, welding and gas cutting or any other workshop machinery required for maintenance of the fire vehicles & equipment.

6. PREREQUISITE FOR MANPOWER:

Only experienced and fully trained personnel shall only be allowed to carry out preventive/corrective maintenance of the fire vehicles.

Automobile Mechanic/ Automobile Electrician:

Should have minimum five years of experience of working in Fire vehicle maintenance or MAHINDRA/TATA/ASHOK LEYLAND/VOLVO/BENZ authorized workshop.

Or,

Diploma/Degree in Automobile Engineering from a reputed/recognized institute.

Body Mechanic:

Experienced in heavy vehicles body repair including restoration of severed vehicle body parts/structural.

Painter:

Experienced with automobile body denting and painting works.

Helper:

Must be physically and mentally fit to work inside industry.

7. WORKING HOUR

Normal working days shall mean all the days in the year except all Sundays and NRL observed public holidays.

Working hours of the workmen shall be 08 hours a day excluding lunch break period.

As per job requirement, working hour may get extended or need to mobilize at night, Sundays or Holidays.

8. CONTRACT PENALTY/ TERMINATION:

8.1. If contractor is failing in mobilization of crew members as per terms in this contract document during normal, emergency period as required and for unsatisfactory performances, NRL reserves the right to terminate the contract with a one month notice period and NRL may also be constrained to, upon prior notice, charge penalties to the contractor.

- 8.2. Penalty for Safety, PPE and permit system violation shall be levied as per NRL GCC.
- 8.3. Penalty of 1%/day shall be imposed on monthly RA bill for non-availability of the required minimum manpower. In case of leave replacement manpower should be provided.

9. **PAYMENT:**

Contractor shall submit their bill invoice on monthly basis. The bill must be accompanied by permits, measurement sheets, checklists, Staff Wage Payment Sheet, ESI/WCI Contribution and PF Deposit Challan copy.

10. The contract rates may be enhanced on account of AMC workers wage revision as follows:

$$\text{Revised Rate} = \text{Original Rate} \times \left\{ \frac{\text{LO} + 0.85 \times P \times (\text{LR} - \text{LO})}{\text{LO}} \right\}$$

Where LO & LR indicates original & revised labour rates respectively and P (Labour Factor) = 0.49

CONTRACT SCOPE 1: DAILY FIRE EQUIPMENT MAINTENANCE ACTIVITIES

1	Visual assessment of each vehicle/equipment and log abnormality if found. Take corrective as well as preventive action.
2	Oil - Check fluid levels and add if needed.
3	Coolant - Check fluid levels and add if needed.
4	Power Steering - Check fluid levels and add if needed.
5	Automatic Transmission Fluid - Check transmission fluid according to manufacturer's guidelines.
6	Fan Belts - Check belts for wear, frays, tension, or cracks.
7	Air Cleaners - Carefully inspect mounting brackets, inlet hose connections, and fittings. Inspect gasket and sealing surface areas. Replace service element, if needed.
8	Hoses - Check for signs of wear, cracks or leaks. Check clamps.
9	Leaks - Check for signs of dripping fluids around major components-flange/threaded joints/loose bolting of piping of the Fire Engine.
10	Batteries - Check that battery (s) is secure, connections are tight, cell caps are present. Battery connections should not be excessively corroded. Battery box and cover must be secure.
11	Fuel Tank - Make sure it is full and securely mounted.
12	Hydraulic Oil (if applicable) - Check level of fluid; add if needed.
13	Air Tanks - Check for moisture and bleed if necessary. Inspect mounting brackets. Check air leak in piping.
14	Slack Adjusters - Inspect for excessive play in the brake assembly (adjust to manufacturer's specifications). Check for broken, loose or missing parts.
15	Parking Brake - Check for proper operation; ensure vehicle doesn't move when brake is set.
16	Air Brake Check - Performed in accordance with standards.
17	Tires - Check tread depth and wear, sidewall damage, and tire pressure. Ensure that tires are matched. Check spare. Check condition of mud flaps.
18	Hubs and Lug Nuts - Check for leaks and proper operation of manual hubs. Inspect rims for damage and proper mounting. Ensure lug nuts are present and tight.
19	Undercarriage - Check for loose bolts, hanging wires, exhaust system, leaks, broken parts, steering components, drive train, shock absorber, free of debris, springs and spring shackles, body mounts, cross members, etc.
20	Cabinet Locks - Check for operation.
21	General Condition - Clean and orderly appearance (both internal and external). Agency emblems, decals, equipment numbers and license plates present and in good condition.
22	Start Engine - Leave engine running for electrical checks.
23	Lights/Signals - Check headlights, brake lights, running lights, emergency lights, turn signals, back-up lights, work lights, panel lights, cabinet lights, dome and dash lights, etc. and replace bulbs as necessary.
24	Mirrors/Glass - Check for cleanliness, cracks, chips, and damaged brackets or mounts. Ensure proper adjustment.
25	Back-up Alarm - Operational.
26	Gauges - All gauges should be operational. Any non-functioning gauges should be reported.
27	Wipers/Washers - Check condition, reservoir level, and operation.
28	Horn - Check operation, mounting brackets, and air horn.
29	Seat Belts - Clean, secure, accessible, and operational.
30	Heater & AC - Check fan, defroster, vents, and controls.
31	Log Book - Current, neat and available. Check for credit card, receipts and proper charge codes.
32	Fire Extinguisher - Securely mounted, pins in place, inspection current, tagged, reflective marker on the extinguisher, and charged.
33	First Aid Kit(s) - Maintained, updated, and clearly marked.
34	Reflector Set - Available and operational.
35	Wheel Chocks - In place and accessible.
36	Jack/Lug Wrench - Compatible with vehicle and proper sized jack.

CONTRACT SCOPE 2: MONTHLY FIRE EQUIPMENT MAINTENANCE ACTIVITIES

1.	ENGINE:
1.1	Check oil level and top-up, if required
1.2	Check coolant level in the radiator and top-up, if required.
1.3	Check for leakage of coolant and rectify.
1.4	Check the condition of radiator cap and replace, if required.
1.5	Check the condition of radiator hoses and replace the worn out ones.
1.6	Check fuel and lubricating oil lines for leaks and rectify. Remove the FI pump bowl filter, clean and refit. Remove air lock in fuel line.
1.7	Check the engine mountings.
1.8	Check the air cleaner and clean, if required.
1.9	Check fan belt tension and adjust, if required. (Max deflection 10-15mm on longer span)
1.10	Lubricate the fuel pump.
1.11	Lubricate the accelerator linkages.
1.12	Check the exhaust pipe lines and spark arrester for leaks and correct, if required.
1.13	Start the engine and check oil pressure, temperature and dashboard parameters for functioning..
2.	CLUTCH:
2.1	Check proper functioning of clutch and adjust.
2.2	Adjust the clutch pedal play, if required.
2.3	Lubricate the clutch linkages with oilcan.
3.	TRANSMISSION:
3.1	Check oil level in the transmission and top-up, if required.
3.2	Check for any leaks in the transmission oil lines and rectify.
3.3	Check for proper engagement of gears.
4.	REAR AXLE:
4.1	Check oil level in the differential housing and top-up, if required.
4.2	Check and tighten differential cover mounting bolts, axle shaft cover bolts and tighten, if required.
5.	WHEELS:
5.1	Check the condition of tyres. Replace, if required.
5.2	Check all wheel discs bolts and tighten, if required
5.3	Inflate the tyres Front 5.0 ksc Rear 5.5 ksc.
5.4	Check and ensure that the rear wheels are not rubbing with springs.
6.	SPRINGS:
6.1	Check all springs visually for any breakage of leaves, missing of fasteners and dislocation of leaves etc. Rectify, if required.
6.2	Check shock absorber mountings and shock absorbers for leakage.
7	BRAKES:
7.1	Check and adjust brake pedal play, if required.
7.2	Check and brakes, if required.
7.3	Drain the air tank.
7.4	Lubricate the brake linkages.
7.5	Check the condition of brake line rubber components (like boots, pipes etc.) and replace, if required.

MONTHLY FIRE EQUIPMENT MAINTENANCE ACTIVITIES contd...

8	STEERING:
8.1	Lubricate the steering linkages with oil
8.2	Check oil in power steering hydraulic tank and top-up, if required. Check hydraulic piping connections for leaks and rectify, if any.
8.3	Check and tighten steering linkages. Check for the presence of cotter pins and rubber boots in tie rod end nuts and kingpin lock bolts.
9.	PROPELLER SHAFTS.
9.1	Check the condition of center joint mountings, bearings and presence of rubber boots.
9.2	Check all propeller shaft crosses for any shake and presence of grease.
10.	ELECTRICAL:
10.1	Clean the battery terminals and apply petroleum jelly and tighten terminals.
10.2	Check battery electrolyte level and specific gravity. The specific gravity should be 1.2. Top-up electrolyte level with distilled water, if required.
10.3	Check battery-box condition. Clean/repair and fit, if required.
10.4	Check for the functioning of dynamo/alternator and self motor and tighten the mountings.
10.5	Check the function of electrical appliances and condition of fittings and replace the worn out items. Attend to problems, if necessary.
11	BODY:
11.1	Tighten all body and cabin bolts.
11.2	Tighten driver seat mountings.
11.3	Check the function of door glasses for easy sliding. Lubricate the door hinges.
12.	SERVICE:
12.1	Water wash the vehicle and grease all nipples.

CONTRACT SCOPE 3: QUARTERLY FIRE EQUIPMENT MAINTENANCE ACTIVITIES

1.	Attend to all the works mentioned in monthly schedule
2.	ENGINE:
2.1	Lubricate with oil can control to fuel injection pump and exhaust brake linkage ball joints.
2.2	Check and tighten, if necessary the following a. Injector pressure lines b. Leak off fuel banjo bolts c. Heat exchanger bolts d. Oil sump screws e. Oil pressure transducer at engine block f. Exhaust manifold mounting bolts g. Fly wheel housing mounting bolts h. Turbo charger mounting fasteners i. Clutch housing mounting bolts.
2.3	Check and tighten, if necessary the following a. Push rod chamber cover b. Cylinder head cover c. Radiator Fuel tank brackets d. Fuel filter mounting bolts e. Air duct hose f. Engine mounting hose g. Engine breather rubber hose clamp.
2.4	Check air intake piping hoses and clamps. Replace the damaged hoses.
2.5	Check service indicator. Change primary filter, if red band is in raised position.
3.	CLUTCH AND TRANSMISSION:
3.1	Remove grease cup for lubricating clutch release bearing. Repack 3/4th full with grease and tighten by a few turns
3.2	Lubricate with oil can clutch linkages and felt pad of clutch release bearing sleeve.
4.	STEERING AND SUSPENSION:
4.1	Check and tighten, if necessary a. U bolts of front and rear springs b. Nuts of spring pin wedge bolts c. Anti roll bar bracket mounting bolts d. Spare wheel carrier. e. Shock absorber mountings
4.2	Check and tighten, if necessary a. Pitman arm b. Drag link rod c. Tie rod d. Steering gear box mounting bracket bolts and nuts e. Steering gear box mounting bolts
4.3	Check the steering wheel pre play. Adjust, if required.
5.	BRAKES:
5.1	Check and if necessary tighten air tank mountings and air line clamps.
5.2	Check free movement of plunger in dual brake valve.
5.3	Check for proper functioning of exhaust brake, free movement of plunger of exhaust brake valve, mounting bolts for loosening and slackness in linkage.
5.4	Lubricate with oil can brake chamber fork pin, linkages of foot brake , ball joints of exhaust brake linkages – hand and foot brake linkages.
5.5	Checks for travel of brake chamber push rod/ brake lining wear and clearance with brake drum. Adjust service brakes, if necessary

QUARTERLY FIRE EQUIPMENT MAINTENANCE ACTIVITIES contd...

5.6	Check brake torque plate (carrier plate) mounting bolts and tighten, if necessary.
5.7	Check for the brake lining wear by observing indicator and report.
6.	ELECTRICALS:
6.1	Check mountings of alternator and self motor and tighten, if required.
6.2	Check head lamp focusing and adjust, if required.

CONTRACT SCOPE 4: HALF YEARLY FIRE EQUIPMENT MAINTENANCE ACTIVITIES

1.	Attend to all the works mentioned in quarterly schedule
2.	ENGINE:
2.1	Check for engine oil due and change oil in the engine sump while the engine is hot. Change oil filter.
2.2	Check coolant concentration.
2.3	Change two fuel filters and O rings. Bleed the system.
3.	GEARBOX:
3.1	Change in oil in gearbox while hot.
3.2	Check and tighten, if necessary gearbox mountings, propeller shaft coupling flange bolts and center joint bearing support brackets
4	AXLES:
4.1	Check crown wheel thrust pad and adjust, if necessary.
4.2	Check and tighten, if necessary, carrier and rear cover mounting nuts. Also tighten axle shaft cover mounting bolts.
4.3	Remove front hub cap, fill 3/4th full with wheel bearing grease and refit.

CONTRACT SCOPE 5: ANNUAL FIRE EQUIPMENT MAINTENANCE ACTIVITIES

1.	Attend to all the works mentioned in half yearly schedule
2.	ENGINE:
2.1	Remove the fuel tank, clean and refit. Check the condition of strainer and replace, if required.
2.2	Remove and clean the spark arrester and refit.
2.3	Check the end play of turbo charger shaft and radial clearance between turbine wheel and housing.
2.4	Check fan hub and drive belt tensioner bearing.
2.5	Check valve clearance and adjust, if required.
2.6	Check the condition of vibration damper and report.
2.7	Remove the injectors, check and reset the pressure (if required only)
3.	CLUTCH AND GEARBOX:
3.1	Clean gearbox breather.
3.2	Overhaul clutch master and slave cylinder with new kits.
3.3	Replace differential oil.
3.4	Remove front wheel and rear wheel hubs, dismantle and clean bearing and other components. Replace damaged / worn out parts. Repack with fresh wheel bearing grease and refit. Adjust wheel hub play.
4.	STEERING AND SUSPENSION;
4.1	Change oil in power steering system. Replace filter and cartridge.
4.2	Dismantle front and rear springs. Clean and inspect leaves. Check and replace bushes if necessary. Apply graphite grease on leaves and reassemble.
5.	BRAKES:
5.1	Overhaul the pneumatic aggregates of the brake system with replacement of new kits.
5.2	Remove brake drums, inspect the brake linings, brake drums etc. Rectify for defects.
5.3	Remove the air filter element, clean and refit.
6.	ELECTRICALS:
6.1	Overhaul the self-motor and alternator and refit.

EIC may review at any stage as below:

1	Ensure that all the works have been completed as per schedule.
2	Take the vehicle for road test and check the following e. Engine performance f. Dash board parameters g. Function of clutch, transmission, steering and brakes h. Function of electrical system.

ANNECURE-II of SCC

ITEMS	WATER CUM FOAM TENDER (FT – 01)	WATER CUM FOAM TENDER FT-02	WATER CUM FOAM TENDER (FT – 03)	WATER CUM FOAM TENDER (FT – 05)	FOAM NURSER FT 08	MINI FIRE TENDER FT 09	*EMERGENCY RESCUE TENDER (ERT) FT 10	NEW DCP TENDER	FOAM TENDER WITH ELEVATED BOOM (WATER TOWER) FT-06	WATER CUM FOAM TENDER FT 11	WATER CUM FOAM TENDER FT 12
Make/Model	Ashok Leylan 2518	BHARAT BENZ	VOLVO 420	TATA – 2518C	TATA – 2518C	TATA – 407 EX	Ashok Leyland – 2518IL	BHARAT BENZ 2823	Bharat Benz 2523R	MAHINDRA BLAZO	MAHINDRA BLAZO
Mfg. Yr.	31.07.2018 (Delivery date at Refinery Site)	2019	23.05.2017	2009	Apr-14	Oct-14	Apr-15	2022	31.07.2018 (Delivery date at Refinery Site)	B2021	A2021
Reg. No.	AS-05C-8140	AS-05 AC 0408	AS-05C-6864	UP-85X - 9808	AS-05C-4274	AS-05C-4865	GJ-13AT-8996	NA	AS-05C-8141	AS-05C-1720	AS-05C-1721
Chassis	Ashok Leyland	BHARATBENZ(DAIMLER)HD INPOWER 2527	VOLVO	TATA	TATA	TATA	Ashok Leyland	BHARAT BENZ 2823	Bharat Benz 2523R	MAHINDRA	MAHINDRA
Pump	Centrifugal pump 4000 LPM at 10 kg/cm2 Make: Godiva	Centrifugal pump - 5000 LPM@ 8.5 KG/cm2	Centrifugal pump - 6000 LPM@ 10 KG/cm2 Make: Godiva	Centrifugal pump - 4000 LPM at 10 kg/cm2 and Make: Godiva Rotary gear Pump – 500 LPM at 14 kg/cm2	Rotary gear Pump - 500 LPM at 10-12 kg/cm2 Make: DEL PD	150 LPM at 100 bar Make: UDOR	Not Available	NOT AVAILABLE	Centrifugal pump -5000 LPM@ 8.5 KG/cm2 Make: Godiva	Centrifugal pump-4000 lpm 10 kg/cm2	Centrifugal pump-4000 lpm 10 kg/cm2
P.T.O.	PTO Ratio - 1: 1.84 Make: Kozmaksan	PTO Ratio - 1: 1.84 Make: Kozmaksan	PTO Ratio - 1: 1.92 Make: HALE	PTO Ratio: 1:1.48 Make: Webstar For foam compound pump - Side mounted TATAMOTOR	Data Not Available	PTO Ratio - 1: 1.45 Make: VAS	Not Available	not available	PTO Ratio - 1: 1.84 Make: Kozmaksan		
Water/Foam Tank	Water tank – 3500 Ltr Material: MS Foam Tank – 4500 Ltr Material: SS-316	water tank - 4000 ltrs foam tank - 6000 ltrs	Water tank – 4000 Ltr Material: SS-316 Foam Tank – 6000 Ltr Material: SS-316	Water tank – 3500 Ltr Material: MS Foam Tank – 4500 Ltr Material: SS-304	Foam Tank – 10000 Ltr Material: SS-304	Water tank – 1000 Ltr Material: MS Foam Tank – 100 Ltr Material: SS-304	Not Applicable	DCP 4000 KG CAPACITY	Water tank – 5000 Ltr Material: MS Foam Tank – 5000 Ltr Material: SS-316	water tank-4000 ltrs foam tank-6000 ltrs	water tank - 4000 ltrs foam tank- 6000 ltrs
Special System	500 Kg DCP chamber actuated by two nos. of Nitrogen cylinder (68L each)	–	Automatic transmission Remote operated overhead monitor	Balance foam proportioning sytem with side PTO	--	--	--	--	Remote operated hydraulic boom with monitor		
Mounted Equipment	500 Kg DCP chamber, Monitor, Water tank, Foam Tank, Hose reel, Suction line, delivery line, valves, level gauge, pressure gauge, pump, lights, high mast	Monitor, Water tank, Foam Tank, Hose reel, Suction line, delivery line, valves, level gauge, pressure gauge, pump etc.	Monitor, Water tank, Foam Tank, Hose reel, Suction line, delivery line, valves, level gauge, pressure gauge, pump etc.	Monitor, Foam tank, water tank, Suction line, delivery line, valves, level gauge, Pressure gauge, pump, Monitor, Hose reel, lights etc	Foam tank, Suction line, delivery line, valves, level gauge, Pressure gauge, pump, lights etc	Foam tank, water tank, Suction line, delivery line, valves, level gauge, Pressure gauge, pump, Monitor, Hose reel, lights etc	Rescue Equipments lights etc.	Monitor, 02 nos. of DCP cylinder of each capacity of 2000 kg, 02 Bank of N2 cilinder (each has 16 nos. N2 Cylinder, Capacity 47 Ltr, 150 kg/cm2), Hose reel, Pressure gauge, valve,	Remote operated hydraulic boom with monitor, Water tank, Foam Tank, Hose reel, Suction line, delivery line, valves, level gauge, pressure gauge, pump, lights, high mast	Monitor, Foam tank, water tank, Suction line, delivery line, valves, level gauge, Pressure gauge, pump, Monitor, Hose reel, lights etc	Monitor, Foam tank, water tank, Suction line, delivery line, valves, level gauge, Pressure gauge, pump, Monitor, Hose reel, lights etc
Optional	--	--	--	--	--	--	--	--	--	--	--
Lockers	Sliding shutter type	sliding shutter type	Slidind shutter type	Sliding shutter type	Door type	Door type	Sliding shutter type	--	Sliding shutter type	sliding shutter type	sliding shutter type
Specification	As per vehicle Manual	as per vehicle manual	as per vehicle manual	as per vehicle manual	As per vehicle Manual	As per vehicle Manual	As per vehicle Manual	As per vehicle Manual	As per vehicle Manual	as per manual	As per manual

SCHEDULE OF RATES (SOR)

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Item sl. no.	Item Description	UOM	Indicative Qty for 3 Yrs AMC.	Total Amount (Rs)
10	Daily Checking of Fire Tenders, Foam Nurser & Emergency Rescue Tender.	PER DAY	903.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
20	Monthly Checking of Fire Tenders, Foam Nurser & Emergency Rescue Tender.	PER EQUIPMENT	396.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
30	Quarterly Checking of Fire Tenders, Foam Nurser & Emergency Rescue Tender.	PER EQUIPMENT	132.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
40	Half Yearly Checking of Fire Tenders, Foam Nurser & Emergency Rescue Tender.	PER EQUIPMENT	66.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
50	Annual Checking of Fire Tenders, Foam Nurser & Emergency Rescue Tender.	PER EQUIPMENT	33.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>

SCHEDULE OF RATES (SOR)

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Item sl. no.	Item Description	UOM	Indicative Qty for 3 Yrs AMC	Total Amount (Rs)
60	General Repairing of Fire Tenders, Foam Nurser & Emergency Rescue Tender	PER OCCASION	100.00	To be quoted in Priced bid in GeM Portal. <i><u>Note:</u> Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
70	Breakdown Maintenance of Fire Tenders, Foam Nurser & Emergency Rescue Tender	PER OCCASION	45.00	To be quoted in Priced bid in GeM Portal. <i><u>Note:</u> Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
80	Major Overhauling of Fire Tenders, Foam Nurser & Emergency Rescue Tender	PER OCCASION	8.00	To be quoted in Priced bid in GeM Portal. <i><u>Note:</u> Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
90	Charges for mobilization of experienced automobile painter	PER DAY	50.00	To be quoted in Priced bid in GeM Portal. <i><u>Note:</u> Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
100	Painting of Automobile body & other accessories	M2	300.00	To be quoted in Priced bid in GeM Portal. <i><u>Note:</u> Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>

SCHEDULE OF RATES (SOR)

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Item sl. no.	Item Description	UOM	Indicative Qty for 3 Yrs AMC	Total Amount (Rs)
110	Charges for mobilization of helper	PER DAY	100.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
120	Servicing, repairing & Calibration of In-Line & rotary fuel pump	EA	6.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
130	Servicing, repairing & Calibration of In-Line & rotary fuel pump Injectors	EA	12.00	To be quoted in Priced bid in GeM Portal. <i>Note: Bidder has to calculate his amount (Rate x qty), plus GST for submission of his quote for this item in GeM Portal.</i>
140	Reimbursement of service charge and consumable spares for scheduled / breakdown maintenance of Fire vehicles/ NRL owned other vehicles from OEM/Authorized Dealer on submission of GST Invoices and money receipts.	Not to be quoted by bidder. Shall be reimbursed at actuals.		

(SIGNATURE OF BIDDER)

Company Seal:

AGREED TERMS & CONDITIONS (ATC)

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

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

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01	<u>SCOPE OF WORK AND SUPPLY:</u> The scope of work & supply of this job will be in accordance with NIT, SCC, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (EIC) of NRL.	Noted & Confirmed
02	<u>PRICE: Firm Price [inclusive of all taxes (including GST), duties & levies]</u> should be quoted in priced bid in GeM Portal. Variation of price shall NOT be allowed on any account after due date & time of submission of offer.	Noted & Confirmed
03	<u>Priced Evaluation & Award Criteria:</u> The tender items are non-splitable and evaluation will be done on ' <u>Overall Lowest Offer Basis</u> '	Noted
04	<u>SECURITY DEPOSIT:</u> Successful bidder has to submit Security deposit as per GCC of NRL. A sum of 3% of the accepted value of the tender or the actual value of work done whichever is applicable (due to any additional work or any other reasons) shall be deposited by the Contractor as Security Deposit. This may be deposited initially at 0.75 % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 2.25 % to be recovered from bill against work done. Alternatively, the Contractor may, at his option, deposit the full amount of 3% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract. Contractor can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form.	Noted & Confirmed
05	<u>DEFECT LIABILITY PERIOD:</u> 06 (six) months from the date of completion of the contract in all respect. Security Deposit shall be released after expiry of defect liability period.	Noted & Confirmed
06	<u>PAYMENT TERM:</u> Monthly RA Bill and certification by EIC. Further break-up of payment terms if deemed necessary shall be decided by the E-I-C. The above payments are subject to deductions towards security deposit, income tax and other recoveries as applicable as per terms of the contract.	Noted & Confirmed

	Note ➤ An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B. ➤ Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.20 crores to Rs. 10 crores, which will be effective from 1st Oct'2022. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non complied invoices shall not be accepted for further processing.	Noted & Confirmed Noted & Confirmed
07	PRICE, TAXES, & DUTIES: Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes (including GST), duties & levies on which no variation will be allowed. <i>Note: It is for the bidder to assess and ascertain the rate of above taxes & duties applicable on quoted items. It is clearly understood that owner will not have any additional liability towards payment of above taxes & duties which are based on bidder's wrong assessment / interpretation of applicability of said taxes & duties.</i>	Noted & Confirmed
08.	PLEASE INDICATE THE FOLLOWING: (a) SAC Code: _____ (b) Rate of IGST or CGST & SGST - included in Quote: _____ %	
09.	Contractual Period: The contract shall be for a period of 3 (three) years from the handing over of site.	Noted & Confirmed
10.	COMPLIANCE TO BID REQUIREMENTS: We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed
11.	BID VALIDITY: We hereby undertake that our bid for the above stated work against Tender shall remain valid for a period of 6 (six) months from the date of bid opening.	Noted & Confirmed

AGREED TERMS & CONDITIONS (ATC)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
12.	FIRMNESS OF PRICES: Quoted prices shall remain firm and fixed till complete execution of the Job.	Noted & Confirmed
13.	Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered for evaluation. Accordingly, the bidder shall submit a self-declaration as per format in Annexure-XII on Bidder Company Letter Head. It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer and if the bid has resulted in a contract, the contract is liable to be terminated.	Noted & submitted along with offer.
14.	All other terms and conditions shall be as per NRL's 'General Condition of Contracts (GCC)'.	Noted & Confirmed

(SIGNATURE OF BIDDER)

ANNEXURES OF TENDER DOCUMENT

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Annexure-I	Compliance to bid requirements
Annexure-II	Compliance to Bid validity
Annexure-III	Details of Equipment tools & tackles
Annexure-IV	Details of similar works done during the past ten years
Annexure-V	Concurrent commitments of tenderer
Annexure-VI	Proposed site organogram
Annexure-VII	Annual turnover in last 3 years
Annexure-VIII	Checklist for submission of bids
Annexure-IX	Bidder details
Annexure-X	Tender from Micro & Small Enterprises
Annexure-XI	Arbitration
Annexure-XII	Self-Declaration of black/holiday listing
Annexure-XIII	Price bid undertaking
Annexure-XIV	Tender acceptance letter
Annexure-XV	Indemnity bond cum undertaking
Annexure-XVI-A, B	Sharing of land border with India, Form-A
Annexure-XVII	Instructions for ONLINE EMD submission
Annexure-XVIII-A, B	PPLC Policy, Format-2A
Annexure-XIX	Format for Contract Agreement
Annexure-XX	Proforma of Bank Guarantee for Security Deposit

ANNEXURE-I

COMPLIANCE TO BID REQUIREMENTS

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder : _____

Name of Bidder:

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

(SIGNATURE OF BIDDER)

ANNEXURE-II

BID VALIDITY

Job Name : Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder : _____

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

(SIGNATURE OF BIDDER)

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

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

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

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

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder : _____

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

(SIGNATURE OF BIDDER)

ANNEXURE-V

CONCURRENT COMMITMENTS OF THE TENDERER

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder :

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

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANOGRAM

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder :

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

(SIGNATURE OF BIDDER)

ANNEXURE-VII

ANNUAL TURNOVER IN LAST THREE YEARS

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder : _____

Sl. No	Financial Year	Turnover
1	FY 19-20	
2	FY 20-21	
3	FY 21-22 Note: In absence of audited Trading and P/L account(s) for FY 2021-22, bidder may submit the documents pertaining to FY 18-19 .	

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

(SIGNATURE OF BIDDER)

ANNEXURE-VIII

CHECKLIST FOR SUBMISSION OF BIDS

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Name of Bidder :

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

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

Power of Attorney "or" Proprietorship Certificate/Proof in the name of the signatory of the bid.	
Earnest Money Deposit (EMD) / MSE (UDYAM registration) Certificate, as applicable.	
Full set of the tender document with every page duly filled, sealed & signed.	
Copy (ies) of work order(s), corresponding completion certificate(s) and other requisite documents in support of past experience, expertise, and technology to clearly meet the PQC-Past Experience Criteria of the Tender.	
Copy of Audited Trading and profit & loss accounts or certificate from CA as proof of turnover to meet the PQC.	
Other certificates/license/proof/documents etc. as stipulated in the PQC requirements (if any)	
Copy of VALID GST Registration Certificate	
Copy of PAN card.	
Copy of PF Registration Certificate	
Copy of ESI Registration Certificate	
Category of MSE registration (UDYAM registration certificate to be submitted) – if applicable	
Any other certificates, licenses, documents, undertakings etc. as sought in the PQC or Technical Tender Document (if any)	
Following documents in your letterhead duly signed sealed by authorized signatory:- a) Tender Acceptance Letter (Annexure XIV), b) GST Indemnity Bond cum Undertaking (Annexure XV) c) Bidder's Undertaking regarding restrictions on procurement from a bidder of a country which shares land boundary with India (Annexure XVI-B)	

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

ANNEXURE-IX**BIDDER DETAILS**

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

SN	DESCRIPTION	BIDDER'S DETAILS
1	NAME OF SIGNATORY OF BID :	
2	DESIGNATION OF SIGNATORY :	
3	NAME OF THE COMPANY :	
4	REGISTERED ADDRESS :	
5	OPERATING OFFICE ADDRESS (ADDRESS FOR MANAGING THIS CONTRACT) :	
6	YEAR OF ESTABLISHMENT :	
7	COMPANY'S LEGAL STATUS (PARTNERSHIP/PROPRIETARY/LIMITED ETC.) :	
8	COMPANY'S CATEGORY (MIRCO/SMALL/MEDIUM AS PER UDYAM REGISTRATION) :	
9	NATURE OF BUSINESS :	
10	CONTACT PERSON :	
11	MOBILE NO OF CONTACT :	
12	E-MAIL ID :	
13	PAN CARD NO (Please furnish the copy) :	
14	GST REGISTRATION NO (Please furnish the copy) :	
15	EMPLOYEES PROVIDENT FUND NO (Please furnish the copy) :	
16	EMPLOYEE STATE INSURANCE NO (Please furnish the copy) :	
17	MICRO AND SMALL ENTERPRISES (MSEs) (Please furnish the copy of Udyam Registration)	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

SEAL : _____

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

(Service is related to Critical safety operation and equipment, relaxation of 'Prior Turnover' and 'prior experience' norms shall not be applicable for this Tender. Pre-Qualification Criteria (PQC) must be complied by all the participating bidders)

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

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

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

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

A. Qualifying Criteria for MSE Bidder:

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

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

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

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

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

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

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

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

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

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

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

1. Issue of Tender Sets Free of Cost

All Tenders shall be provided free of cost and tender documents are downloadable from the GeM Portal.

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

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

3. Price preference for MSE Bidder:

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

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

- ii) In case of tender item is non-splittable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.
- iii) NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

iv) For Supply of Goods only:

- The quantity against the item(s) of tender may be split to enable ordering of 25% quantity against the item(s) of tender to MSE bidder(s) within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
- The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.
- Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.
- Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.

- While granting purchase preference as above, procurement of goods may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

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

v) For Services only:

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

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

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

Service is related to Critical safety operation and equipment, relaxation of 'Prior Turnover' and 'prior experience' norms shall not be applicable for this Tender. Pre-Qualification Criteria (PQC) must be complied by all the participating bidders.

F. Applicability of the Policy

- 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
- 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
- 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 Start-ups) as mentioned above will not be extended to works contracts.
- The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

ANNEXURE –XI

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/
Equipment.

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/Bidders or of the Contractor/Bidders 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/Bidder or Company, as the case may be.
- c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 (Thirty) days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.
- d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.
- f) The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.
- g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties.
- h) The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

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

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

JURIDICTION

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

(SIGNATURE OF BIDDER)

ANNEXURE-XII

PROFOMA FOR SELF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/
Equipment.

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

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

Date :
Place :

(Authorized Signatory)
Seal:

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

PRICE BID UNDERTAKING

To,

CGM (Commercial)
Numaligarh Refinery Limited
NRL Complex, Numaligarh
Dist.: Golaghat, Assam

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/
Equipment.

Dear Sir/Madam,

I submit the Price Bid for Tender no. _____ and related activities as envisaged in the Bid document.

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them unconditionally without any deviation.

I offer to work at the prices as indicated in the Price Bid, which is inclusive of all applicable taxes (including GST), duties & levies.

(SIGNATURE OF BIDDER)

TENDER ACCEPTANCE LETTER

Date:

To,

CGM (Commercial)
Numaligarh Refinery Limited
NRL Complex, Numaligarh
Dist.: Golaghat, Assam
Sub: Acceptance of Tender Terms & Conditions

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

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 (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 any Govt. Department/Public sector undertaking.
- 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 'Holiday Listing'.

Yours Sincerely,

(Signature of the Bidder, with Official Seal)

(In Letter Head of Company /Firm)

INDEMNITY BOND CUM UNDERTAKING

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

Assam : Address: NRP Complex, NRL site, Numaligarh, Golaghat, Assam-785699

GSTIN No. 18AAACN6984B1ZD

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

GSTIN No.19AAACN6984B1ZB

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

GSTIN No: 07AAACN6984B2ZF

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

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

Sir / Madam,

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

1. We have disclosed all the facts relating to our firm to M/s Numaligarh Refinery Limited
2. We hereby agreed and undertake to file GSTR-1 on time i.e. 11th of the next month so that NRL can take Input Tax Credit by matching GSTR-2A.
3. We hereby declare that we shall deposit GST for the related invoices by 20th of the succeeding month as per the provision of GST law.
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month.
5. We hereby agree and undertake to indemnify as under:-
 - a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.

- b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by you opined by GST Authority.
- c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
 - i. Any of our Bank Guarantee executed in your favour, if any,
 - ii. Security Deposit paid for any of your work, if any or
 - iii. Other unpaid invoices, if any of us raised with recipient

(Authorized Signature of the Indemnifier)

ANNEXURE-XVI-A

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

SHARING OF LAND BORDER WITH INDIA

Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Department of Expenditure OM No.6/18/2019-PPD dated 23.07.2020 & 24.07.2020 shall be applicable for this tender.[The detailed guidelines are available on the website of DoE (<https://doe.gov.in/>)]

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

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

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

An entity incorporated, established or registered in such a country; or

A subsidiary of an entity incorporated, established or registered in such a country; or

An entity substantially controlled through entities incorporated, established or registered in such a country; or

An entity whose beneficial owner is situated in such a country; or

An Indian (or other) an agent of such an entity; or

A natural person who is a citizen of such a country; or

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:

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

Explanation---

"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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;

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.

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;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

VII. Bidder mandatorily requires to submit "Certificate of Compliance" in the enclosed Form : A . This certificate need to be submitted in the Company's Letter Head and should be sealed and signed by the authorized signatory on behalf of the bidder. None submission of Form A may lead to disqualification for Techno- Commercial evaluation of the submitted bid.
(Refer Form B in case of Works Contract).

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

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

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

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

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

Competent Authority and Procedure for Registration

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

B. The registration committee shall have the following members.

An officer not below the rank of joint Secetray, designated for this purpose by DPIIT, who shall be the chairmen.

Officers (ordinarily not below the rank of joint secretary) representing the ministry of home affairs, ministry of external affairs and of those departments whose sectors are covered by applications under consideration;

Any other officer whose presence is deemed necessary by the Chairmen of the Committee.

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

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

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

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

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

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

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

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

[Note:

In respect of application of this order to procurement by/under State Governments, all functions assigned to DPIIT shall be carried out by the State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The compositions of the registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

FORM A

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

To,

CGM (Commercial)
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details:

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

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 :-

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 fulfills 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 :

Annexure –XVII

Instructions for ONLINE EMD submission through the portal of HDFC Bank

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

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

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

MSE bidders are required to submit Udyam Registration as explained in Annexure-X instead of the EMD deposit receipt.

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

PP-LC POLICY

**METHODOLOGY FOR IMPLEMENTATION OF POLICY TO PROVIDE PURCHASE PREFERENCE
LINKED WITH LOCAL CONTENT (PP-LC)**

1. Ministry of Petroleum & Natural Gas (MoPNG) vide Circular No. FP-20013/2/2017-FP-PNG, Dated 17th November, 2020 has notified the Purchase Preference (linked with local content) (referred herein after as PP-LC Policy) for the procurement of goods and services under Oil & Gas Projects in India. PP-LC Policy is enclosed herewith for ready reference of the bidders.
2. Under this policy, buyer reserves the right to allow Manufacturers or Suppliers or Service **providers** in a tender and purchase preference as admissible under the prevailing policy, subject to complying with the requirements/ conditions defined herein and submitting documents required to support the same.
3. **Definitions**
 - 3.1 **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
 - 3.2 **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
 - 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined herein.
 - 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than or equal to 20% but less than 50%, as defined in PPLC Policy.
 - 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined in PPLC Policy.
 - 3.3 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of **goods** and/or providers of service with the data obtained or collected from respective business activities.
 - 3.4 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other **things** being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
 - 3.5 **Local Content (LC) in Goods** shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
 - 3.6 **Local Content (LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
 - 3.7 **Local Content (LC) in EPC contracts** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

- 3.8 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 3.9 Company **overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 3.10 Indian **Company** means a company formed and registered under the Companies Act, 2013.
- 3.11 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 3.12 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.

4. Eligibility and Conditions

- 4.1 In case the tender has been specifically issued to / applicable for Class-I Local Suppliers, only Class-I Local Suppliers, as defined above shall be eligible to bid.
- 4.2 Other than 4.1 above, any tender issued on domestic tender (bidding) basis, only Class-I local supplier and Class-II local supplier shall be eligible to bid in such tender.

In case the tender is issued on global tender (bidding) basis, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.

In above tenders, Class-I local supplier shall only be eligible for purchase preference as per clause 5.0 below.

5. Purchase Preference- Linked with Local Content (LC)

The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e., LC manufacturers/ LC service providers respectively as described below:

- 5.1 In procurement of all items/ services/ works which are divisible in nature, the Class I local supplier shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', the bidders shall be ranked in the ascending order of evaluated prices and the lowest bidder among the 'Class-I local supplier' will be invited to match the lowest bidder's evaluated price for the 50% quantity against the respective item(s) of MR subject to the Class-I local supplier's quoted prices falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the lowest bidder's evaluated price. In case such lowest eligible Class-I local supplier fails to match the lowest bidder's evaluated price or accepts less than the offered quantity, the next higher Class-I local supplier with the margin of purchase preference shall be invited to match the L1 price for remaining quantity against the respective item(s) of MR and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

If 50% quantity of an item 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.

In case none of the Class-I local suppliers agree to match the lowest price, the natural lowest bidder will be awarded the job.

- 5.2 In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', bidders shall be ranked in the ascending order of evaluated prices and the lowest bidder among the 'Class-I local supplier' will be invited to match the lowest bidder's evaluated price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest bidder's evaluated price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the lowest bidder's evaluated price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest bidder's evaluated price, the contract may be awarded to the L1 bidder.
- 5.3 The option in case of MSE bidders qualifying under both Policies for purchase preference, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP-2012) for MSE bidders and Purchase Preference Linked with Local Content (PP-LC) 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 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 in the original offer and no change in the option shall be allowed. In case bidder fails to indicate his option in the original bid although he is eligible for both the Policies, NRL/Consultant shall evaluate his offer 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 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria as Class-I local supplier).
- ii. In case a MSE bidder opts for purchase preference based on PP-LC, 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 ,Bid security and relaxation in Bid Qualification Criteria, if any, mentioned in the bidding document shall continue to be available to such a bidder.
- A. Bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items as described above, 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.
 - B. 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)
 - Class-I Local Supplier (PP-LC)

Examples of Purchase Preference:

Non divisible item

L1 bidder is non MSE or other than class-I local supplier

L2 bidder is Class-I local supplier (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 evaluated price. If L3 bidder matches the L1 evaluated price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (Class-I local supplier).

Divisible item

L1 bidder is non MSE or other than class-I local supplier

L2 bidder is Class-I local supplier (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 evaluated price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document (i.e., 25% of the quantities against the item(s) of MR). For the balance quantity (i.e. 50% of tendered quantity / value) option for matching the L1 evaluated price shall be given to L2 bidder (Class-I local supplier). Balance quantity (i.e., 25% of the quantities against the item(s) of MR) shall be awarded to natural lowest bidder.

In above case, if there will be 2 or more MSE bidder within 15%, then 25% quantity shall be distributed proportionately / equally among the MSEs who have agreed to match the L1 prices.

- C. 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.
- D. In case lowest bidder is a Class-I local supplier, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.
- 5.4 In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or Class-I local supplier shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 20% (for Class-I local supplier)/ 15% (for MSEs) as compared to L1 bidder provided they were within 20% (for Class-I local supplier)/ 15% (for MSEs) 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.

6. Determination of LC**6.1 LC of goods**

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
 - a) in the case of direct component (material), based on country of origin;
 - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
 - a) cost of component (material) which is used;
 - b) manpower and consultant cost; cost of working equipment/ facility; and
 - c) general service cost
- 6.2.3 The criteria for determination of cost of local content in the service shall be as follows:
 - a) in the case of material being used to help the provision of service, based on country of origin;
 - b) in the case of manpower and consultant based on INR component of the services contract;
 - c) in the case of working equipment/facility, based on country of origin; and
 - d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
 - e) Indian flag vessels in operation as on date.

6.3 LC of the EPC Contracts:

- 6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

7. Certification of Local Content:

- 7.1 "Class-I / Class- II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.1 At bidding stage:

- a) Bidder shall furnish the percentage of the local content in the bid, taking into account the factors and criteria listed out in the policy.
- b) The bidder shall also submit the following:
 - The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
 - In cases of procurement for a value in excess of Rs. 10 Crores, the Undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

Note:

- i) Bidder shall furnish the undertaking/ declaration in the enclosed **Format-2A** in the un-priced part of the bid duly signed, seal & stamp.
- ii) 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.

7.1.2 After award of contract:

- The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall also become a part of the contract.
- In cases of procurement for a value in excess of Rs. 10 Crores, the Undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company

(in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content shall be acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary do not have statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

- The Local Content Certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work / purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 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.

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

In case bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document for Class-I Local Supplier or Class-II Local supplier, 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 adjusted to the extent that the 10% payment out of the milestone payment shall be released after completion of the milestone as well as submission of certification towards achievement of Local Content. In case of tenders for services/ works, this portion of 10% shall be retained from the major milestone payment (value wise) against the item. Alternatively, this payment shall be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

Annexure –XVIII-B**FORMAT– 2A (DECLARATION TO BE SUBMITTED ALONG WITH UNPRICED BID)
Declaration/ Undertaking for availing purchase preference under PP-LC Policy**

Job Name: Annual Maintenance Contract for Maintenance of NRL owned Fire Fighting Vehicles/ Equipment.

Bidders are requested to select 'Yes' or 'No' by putting 'v' mark against declaration column below.

Sr. no.	Parameter	Declaration	Remarks
1	We confirm that our offer is in compliance to Policy to provide purchase preference (linked with local content) as per the provision of enquiry.	Yes / No	
2	Please clarify whether the bidder is a Class-I Local Supplier OR a Class-II Local Supplier or Non-Local Supplier.	Class-I : ____ Class –II : ____ Non-Local : ____ <i>(Mark v, as applicable)</i>	In case, bidder will not provide this clarity nor submitted any document to establish the bidder status as Class-I Local Supplier OR a Class-II Local Supplier, the bidder shall be considered as non-local supplier and shall be evaluated accordingly.
3	Bidder confirm that the bidder meets the minimum Local content requirement as specified for Class-I or Class –II local supplier specified for claiming Purchase Preference under policy to purchase preference (linked with local content).	Yes/ No	
4	Mention the percentage of local content in the bid.	____%	Bidder to ensure that bidder's % local content mentioned in Sr. 4, shall be in accordance with status mentioned as Class-I Local Supplier OR a Class-II Local Supplier (as applicable) in sr. no. 2 above, failing which bidder status shall not be considered as Class-I Local Supplier OR a Class-II Local Supplier (as applicable) and will be evaluated accordingly.
5	We confirm that we have submitted the requisite documents, as per the PP-LC policy enclosed in the bidding document, to establish our status as Class-I or Class –II local supplier, as applicable.	Yes/ No	Failing to submit these documents will be liable for rejection/ non-consideration for purchase preference, as per the provisions defined in PP-LC policy enclosed in bidding document.

Annexure –XVIII-B

Bidders are requested to select 'Yes' or 'No' by putting 'v' mark against declaration column below.

Sr. no.	Parameter	Declaration	Remarks
6.	In case order is placed on us, we hereby declare to submit Local Content Certificate along with each Invoice raised in line with the Min Local Content declared by us in our offer against the tender.	Yes/ No	
7	Whether bidder is an MSE bidder?	Yes/ No	If yes- Necessary documents to be attached along with un-priced part of the bid.
8	Whether bidder wants to avail purchase preference under Public Procurement Policy-2012 (PPP-2012) for MSEs as per the provision of enquiry?	Yes/ No (for MSEs)	---
	OR Whether bidder wants to avail Purchase Preference applicable to Class-I Local supplier under policy to provide purchase preference (linked with local content) as per the provision of enquiry	Yes/ No (for Class-I local supplier)	<u>If yes to PP-LC Policy-</u> i) In case a bidder opts for Purchase Preference applicable under policy to provide purchase preference (linked with local content), the bidder shall not be entitled to claim purchase benefit available to MSE Bidders as applicable to MSE bidder under PPP-2012. ii) Bidder shall comply the requirement of policy to provide purchase preference (linked with local content) & provide the necessary documentation in un-priced bid.
Note: a) While evaluating the bids, the order of precedence shall be as under: 1. MSE bidder (PPP-2012) 2. Class-I Local supplier (as per PP-LC Policy) b) Bidder to indicate preference against any one policy defined in Sr. no. 8.			

Bidder's signature: _____(With Seal/ Stamp)

Note: This undertaking shall be certified by the authorized signatory of the bidder having the Power of Attorney.

Annexure –XIX

FORMAT FOR CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value, minimum Rs.100)

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

CONTRACT AGREEMENT

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

----- hereinafter called the "CONTRACTOR" (which term shall
unless excluded by or repugnant to the subject or context include its successors and permitted assignees)
of the other part.

WHEREAS:

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

Contd...2

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

AND WHEREAS

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

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

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

Contd....3

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

Contd.....4

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

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

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

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

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

Signature:

Signature:

Seal :

Seal :

Date :

Date :

Place : NRL, Numaligarh

Place : NRL, Numaligarh

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

BANK GUARANTEE FOR SECURITY DEPOSIT

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

(i) Beneficiary bank details:

Axis Bank

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

IFSC: UTIB0000140

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

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee

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

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

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

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

To

Numaligarh Refinery Ltd.
122A, G.S. Road, Christianbasti
Guwahati –781005
Phone: (0361) 2203140
Telefax: (0361) 2203146
E-mail: nrlght@gw1.vsnl.net.in

Dear Sirs:

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

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

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

We hereby undertake and agree with you that if default shall be made by M/s..... in
performing any of the terms and condition of the tender or in payment of any money payable to
Numaligarh Refinery Ltd. We shall on demand pay to you in such manner as you direct the said

amount of Rupees only or such portion thereof not exceeding the said sum as you from time to time require.

You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said which under law relating to the sureties would but for provision have the effect of releasing us.

Your right to recover the said sum of Rs. (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and /or that any dispute or disputes are pending before any officer, tribunal or court.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

Our liability under this guarantee is restricted to (Rupees.). Our guarantee shall remain in force until unless a suit or action to enforce a claim under Guarantee is filled against us within six months from (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated granted to him by the Bank.

Yours faithfully,

_____ Bank
By its Constituted Attorney

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