

Bid Document

Bid Details	
Bid End Date/Time	07-06-2022 15:00:00
Bid Opening Date/Time	07-06-2022 15:30:00
Bid Offer Validity (From End Date)	80 (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 - LUMPSUM TOTAL AMOUNT CONSIDERING ALL THE 07 SOR ITEMS AND CORRESPONDING QUANTITIES INCLUSIVE OF ALL TAXES DUTIES LEVIES AND GST AS PER TENDER DOCUMENT FOR THE JOB OF REPLACEMENT OF REFORMER CATALYST TUBES OF HYDROGEN UNIT IN..
Contract Period	1 Year(s) 6 Month(s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Advisory Bank	HDFC Bank
EMD Percentage(%)	0.50
EMD Amount	100000

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 (instructions at Annexure-XVII of Tender Document) 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.)
(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

Instruction To Bidder:[1653381825.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1653381920.pdf](#)

Scope of Work:[1653382004.pdf](#)

Service Level Agreement (SLA):[1653382039.pdf](#)

Payment Terms:[1653382063.pdf](#)

GEM Availability Report (GAR):[1653382089.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1653382465.pdf](#)

Custom Bid For Services - LUMP SUM TOTAL AMOUNT CONSIDERING ALL THE 07 SOR ITEMS AND CORRESPONDING QUANTITIES INCLUSIVE OF ALL TAXES DUTIES LEVIES AND GST AS PER TENDER DOCUMENT FOR THE JOB OF REPLACEMENT OF REFORMER CATALYST TUBES OF HYDROGEN UNIT IN.. (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	LUMPSUM TOTAL AMOUNT CONSIDERING ALL THE 07 SOR ITEMS AND CORRESPONDING QUANTITIES INCLUSIVE OF ALL TAXES DUTIES LEVIES AND GST AS PER TENDER DOCUMENT FOR THE JOB OF REPLACEMENT OF REFORMER CATALYST TUBES OF HYDROGEN UNIT IN RTA 2023
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstances)	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. Generic

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

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the

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

This Bid is governed by the [General Terms and Conditions](#), 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



TENDER DOCUMENT FOR – “REPLACEMENT OF REFORMER CATALYST TUBES OF HYDROGEN UNIT IN RTA’2023”.

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: 24.05.2022

(The subject job falls under the category of public safety, critical maintenance. Hence, there will be no relaxation pertaining to 'prior turnover' and 'prior experience/ technical requirements' for MSE and 'Start Up' bidders in this tender. Pre-Qualification Criteria must be complied by all the participating bidders)

To,

PROSPECTIVE INDIAN BIDDERS

SUBJECT: TENDER DOCUMENT FOR- "REPLACEMENT OF REFORMER CATALYST TUBES OF HYDROGEN UNIT IN RTA'2023".

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** : **Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.**
2. **Earnest Money Deposit (EMD)** : **Rs.1,00,000/- (Rupees One Lakhs 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. **Contract Period** : **Contract shall be valid for execution up to 18 (Eighteen) months from the date of placement of order.** The job is planned for execution during RTA'23 (i.e. Tentatively Mar-April'23). Duration of contract will be 20 to 25 days from the date of handing over of the required work front. However, NRL reserves the right to defer the start date of contract based on actual site condition, any modification/change of RTA'23 schedule etc. Nevertheless, contract shall be executed within the contractual validity period (i.e. 18 months from the date of placement of order). Refer details in Special Conditions of contract (SCC) enclosed.

4. **Online Bid & EMD** : As per GeM bid document.
Submission:
5. **Bid Opening date & time** : As per GeM bid document.
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 Tender document, Special Conditions of Contract (SCC), Drawings, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (E-I-C).
8. **PRICE** :

Lumpsum Total Amount : For this tender, **firm LUMP SUM TOTAL AMOUNT should be quoted in priced bid in GeM Portal considering ALL the 07 SOR items and corresponding quantities, inclusive of all taxes, duties, levies and GST.**

Price Breakup: Breakup of the total amount shall be separately uploaded in the "Price Breakup Format" provided, which shall be submitted as a part of the priced bid. Bidders must ensure that the unit rates, GST rates, Amounts, etc. are carefully and correctly entered in the "Price Breakup Format", so that the breakup matches with **lumpsum total amount** (including GST) quoted in priced bid field in GeM Portal.

In the event of any mismatch, **lumpsum total amount** quoted in priced bid field in GeM Portal will be considered for comparison/evaluation of the tender for determining L1/successful bidder. However, lower of the two mismatching values shall be considered for ordering as per procedure explained below:-

- (a) In case **lumpsum total amount** of L1/successful bidder in GeM portal is higher than the total amount incl. of GST computed in the Price Breakup, bidder need to offer discount on their **lumpsum total amount** to match the same with the value in price break-up format. Rates indicated by the bidder in the Price Break-up shall form the basis for computation of order value.
- (b) In case **lumpsum total amount** of L1/successful bidder in GeM portal is lower than the total amount incl. of GST computed in the Price Breakup, bidder shall be asked to submit revised Price Breakup. However in the revised price break-up; only reduction of already quoted rates of items is permitted.

Notwithstanding the above, offers with mistakes/mismatches related to price may also be considered invalid and summarily rejected at NRL's discretion. Similarly, offers with unworkable price may be considered invalid and summarily rejected at NRL's discretion.

9. **Priced Evaluation & Award Criteria:**
 - (i) The tender items are non-splitable and evaluation will be done on 'Overall Lowest Offer Basis' considering all the 07 SOR items as explained above.
 - (ii) **GeM PO will be placed on L1/successful bidder with Lumpsum Total Value considering ALL the 07 SOR items. However for SOR item no. 20, job execution can be decided only based on inspection recommendation during shutdown; consequently execution of quantity against BOQ item- 30, 60 & 70 may also vary. Hence, Bidder to note that quantity indicated against SOR item-20, 30, 60 & 70 are 'indicative only' and will be completely based on actual job requirement to be decided by E-I-C during shutdown as per inspection recommendation.**

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.

Security Deposit shall be released after completion of the contract based on certification by EIC.

11. **Defect Liability Period** : 12 months from job completion. Refer SCC.
12. **Measurement of work** : Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.
13. **Terms of Payment** : Payment will be made as per actual executed quantity of SOR items and based on its corresponding Unit Rate (as quoted in 'Price Breakup Format') at the end of completion of the job on basis of certification made for payment by Engineer-In-Charge (E-I-C), NRL.

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

14. **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 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.

15. **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.

16. **Other Terms and Conditions:**

- (a) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (b) Variation in the value of the work will not vitiate the tender agreement.

- (c) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (d) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (e) **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.
- (f) 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.
- (g) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (h) No mobilization advance will be paid to the contractor for execution of this work.
- (i) 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.
- (j) 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)}].
- (k) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 104.1 (ii) of GCC).
- (l) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause 107.2 of GCC).
- (m) 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

(n) 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
- (o) 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
- (p) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.
- (q) **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.
- (r) 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.
- (s) 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.

- (t) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
 - (u) 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.
 - (v) 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.
17. **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/Diganta Das
Email ID: prasanta.barman@nrl.co.in; diganta.das@nrl.co.in
[Mob: 9435351372/ 9435152011](tel:9435351372)

PRE-QUALIFICATION CRITERIA (PQC)

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 works in Refinery/ Petrochemical/ Fertilizer industry** during last 10 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.114.72 Lakhs**
- Or, **Two** similar works costing not less than = **Rs.91.78 Lakhs each**
- Or, **Three** similar works costing not less than = **Rs.68.83 Lakhs each.**

***Similar Works:** Reformer catalyst tube replacement job in Refinery/ Petrochemical/ Fertilizer industry. The experience of catalyst tube replacement shall pertain to Hydrogen Reformer of M/s Haldor Topsoe design with outlet connected directly to cold collector.

Note: Copies of Relevant Work Order (s) with SOR and corresponding completion certificates are to be enclosed with un-priced bid. 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. **Sub-contract orders shall not be acceptable/ considered.**

2. AVERAGE ANNUAL TURNOVER: During the last 03 (Three) financial years, shall be at least Rs.68.83 Lakhs

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

- Consortium/Joint venture bids are not acceptable.
- 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.
- **The subject job falls under the category of public safety, critical maintenance. Hence, there will be no relaxation pertaining to 'prior turnover' and 'prior experience/ technical requirements' for MSE and 'Start Up' bidders in this tender. Pre-Qualification Criteria must be complied by all the participating bidders**

SPECIAL CONDITIONS OF CONTRACT **(SCC)**

JOB: Replacement of Reformer Catalyst Tube of Hydrogen Unit in RTA'2023

Contents:

- 1.0 Philosophy to be adopted for lining up this contract
- 2.0 Job Title
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- 4.0 The Job
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- 5.0 Scope of Contract
 - 5.1 General
 - 5.2 Terms and Conditions of the contract: Technical
 - 5.3 Terms and Conditions of the contract: Safety and Environment
 - 5.4 NRL's Obligations
- 6.0 Annexure
 - 6.1 Annexure-I: List of Tools and Tackles
 - 6.2 Annexure-II: Documents after placement of order

1.0 Philosophy to be adopted for lining up this contract:

GeM PO will be placed on L1/successful bidder with Lumpsum Total Value considering ALL the 07 SOR items. However for SOR item no. 20, job execution can be decided only based on inspection recommendation during shutdown; consequently execution of quantity against BOQ item- 30, 60 & 70 may also vary. Hence, Bidder to note that quantity indicated against SOR item-20, 30, 60 & 70 are 'indicative only' and will be completely based on actual job requirement to be decided by E-I-C during shutdown as per inspection recommendation.

2.0 Job Title: Replacement of Reformer Catalyst Tube of Hydrogen Unit in RTA'2023.

3.0. Scope:

The scope of this document is limited to technical, safety and environment related issues for timely completion of replacement of catalyst reformer tubes of hydrogen unit. This specification shall be read in conjunction with Purchase requisition and all other enclosed documents with the enquiry like Repair Procedure, WPS, drawings etc.

4.0. The Job:

4.1. Technical Specification:

Process Licensor: M/s Haldor Topsoe A/s
Metallurgy and Dimensions:
Tube: 25Cr35NiNb
Reducer: 20Cr32NiNb
Weldolet: ASTM A 312 TP 321H
Size: 137 mm OD x 15 mm thk (Field weld location)

4.2. Details:

1. The job involves cutting of the old tube at the welding joint to the outlet reducer cone at the bottom of the tube and inlet pig tail to weldolet at the top of the tube.
2. Bottom welding joint (up to 50 mm on both sides of the weld) of the tube to be removed shall have to be heated to a temperature of 250 deg C @ 50 deg C per hour, soaking at that temperature for 5 hours and then cooling @ 50 deg C per hour. After cooling the tube weld shall be cleaned by power brush and acetone solution before cutting. Scope of pre-heating and acetone solution arrangement shall be with the contractor.
3. Opening of top flange and retainer ring, taking it out from the reformer box through the top after or before removal of catalyst from the tube depending on the site condition and availability of front. In case there is bulging of the tube somewhere in its length, then it may have to be cut in pieces for ease of removal.
4. The new tube shall be made ready by thoroughly cleaning both the inside as well as outside with acetone.
5. Inserting new tube from top, fit-up and welding as per the WPS approved by NRL inspection. However, indicative WPS is enclosed with the enquiry. Inserting catalyst grid and boxing up top flange with retainer ring (after new catalyst loading and DP checking by other contractor, not in the scope of this contract) shall also be in the scope of the contractor including opening and box up of cold collector covers.

6. All other associated jobs like locking and unlocking of top spring support, shifting of spring box during removal and insertion of tubes, cleaning and applying anti corrosive product on old studs and nuts, cleaning the area from all debris etc. shall also be in the scope of the contractor.
7. The contractor will have to carry out the refractory dried out of outlet portion and quote separately as mentioned in the SOR. The schedule of the refractory dry out is 31 hours and details will be provided during execution.

5. Scope of Contract:

5.1. General:

1. Payment will be made based on actual executed quantity at the end of completion of the job up to satisfaction of E-I-C.
2. Contractor has to submit gate pass application forms along with relevant documents for his workmen & supervisors **before 15 days of starting of the job/ through e-portal.**
3. The contractor has to comply with all the statutory laws governing the execution of such type of jobs for which compliance certificate will have to be produced to the EIC. Insurance coverage shall be from the date of handing over of site.
4. Duration of contract will be 20 to 25 days from the date of handing over of the required work front. This **excludes** mobilization and demobilization time. This time also includes the time required for NDT as per WPS provided by NRL inspection. The party to mobilize their resources in such a way to be able to replace 55 nos of tubes within 20 days period.
5. Minimum nos. of tubes planned for replacement during RTA 2023 is 05 nos. and others based on the results of automated ultrasonic scan to be carried out during shutdown. Payment for minimum 05 nos of tubes (SOR line item no 10) will be paid to the contractor along with mobilization and de-mobilization charge (SOR line item no 40) even if there will be no requirement for replacement of tubes during shutdown.
6. The Replacement job is planned tentatively in March-April'2023. However, EIC will intimate the actual date for mobilization of resources to the party 30 days prior to actual start of the job. Accordingly, contractor shall be ready with resources to mobilize. The contractor shall be fully mobilized at least 10 days prior to start of actual job at site so that they can start the tube outlet refractory dry out job. Date of issue of first permit for cutting job at site to the contractor shall be considered as starting date of the job.
7. The contractor shall have to work in tandem with other contractors like catalyst replacement, reformer burner repair jobs etc.
8. Party to set up one site office inside the plant and to be manned round the clock basis for all types of communications.
9. The contractor has to arrange his own facilities for transportation of his workmen / resources to the work area on all occasion. Party shall arrange accommodation and food for its workers, supervisors, Engineers. Canteen facility can be availed against payment.

10. SOR rate will be valid for 18 months from the date of order.

11. List of tools and tackles owned by the party and undertaking to mobilize all tools and tackles before handing over of site to be submitted to the EIC after placement of order.
12. Organogram which shall depict educational qualification, experience profile and no. of supervisors. Minimum indicative requirement is site in- charge -1, supervisor-1 (per shift), quality and safety supervisor- 1 each per shift, Qualified NDT supervisor- 1 each per shift, Qualified welder as per PQR, fitter, grinder, licensed electrician (Contractor may give their own deployment scheme of workers to meet the schedule).

5.2. Terms and Conditions of the contract (Technical):

1. Contractor has to maintain technical crew for all types and nature of jobs as per Organogram submitted with the bid at any hours.
2. The contractor shall submit a detail schedule of the jobs prior to start of work. NRL will have their overall schedule which will be made available to the contractor, if desired, considering other works in the vicinity. A kick off meeting shall be held at NRL. Date shall be intimated after the placement of order.
3. Party has to identify all the parts required to be replaced in the course of maintenance of the equipment/piping/system and the detail list of the same has to be submitted to the EIC.
4. Work on progress and completed work will be offered for inspection to NRL or any third agency as per specific work instructions of EIC.
- 5. The defect liability period for the work carried out by the contractor will be for a period of one year after job completion.**
6. The work shall be executed as per specific codes / standards and guidelines as per general engineering practices, and as per work instruction.
7. Contractor's technical crew will have to be provided with a comprehensive tool-box complete with all the standard tools & tackles. The contractor has to maintain centrally special tools and tackles along with all types of measuring instruments as indicated in the Annexure # I. However, these are indicative only and thus not signify sufficiency.
8. Following activities will be attributable for completion of any work as and where applicable
 - a) Return of safety work permit
 - b) Cleaning of area during and after completion of work. Noncompliance will attract penalty as per Annexure-8 of NRL's GCC and EIC or his representative may decide not to certify the job.
 - c) Return of excess material and / or scrap to store or scrap yard / owners' storage point. The contractor shall bear the cost of lifting, carting from issue points to work site / contractor store, custody, handling etc. Return of temporary facility / equipment, mobilized for the work including fire protection apparatus etc.

9. In case of materials under custody of the contractor, though property of the owner will remain under the responsibility of the contractor, the contractor will be responsible to preserve them in good working condition as required by E-I-C to the satisfaction of the owner till such time same is erected, tested, handed over and taken over by owner after the job is completed in all respects. For any loss or damage to materials while in the contractor's custody recoveries will be made from the contractor's bill and the decision of the E-I-C as to the amount of recovery will be final.
10. Contactor shall execute the job on round the clock basis with adequate resources.
11. Hot bolting of opened flanges is within the scope of contract without any extra payment which will be required from the day of leak testing to the date of unit stabilization. This is beyond contractual period and within defect liability period.
12. The welders will have to give welding test under NRL Inspection Department, if required. This is not required if valid certificate is produced by the contractor which shall be vetted by NRL inspection.
13. All machineries like welding machine, gas cutting set, argon set, grinding machine, gas cutting set, distribution board with ELCB, cables etc., tools and tackles like chain pulley block, wrench, hammer, scaffolding materials etc., consumables like industrial gases, welding electrode / filler wire (with valid test certificate), tungsten electrodes, grinding / cutting wheels (Aluminum oxide with shelf life certificate), buffing wheels, emery paper, water soluble purging paper, DP test kit etc and material handling equipments like trolley, cart etc. are to be arranged by the contractor.
14. Pre-heating arrangement that will be required for cutting the installed tubes shall be at contractor's scope.
15. Qualified welders, fitters, grinders and other technical & experienced manpower shall be arranged by the contractor.
16. The resource requirement mentioned in various paras of this document or any other document forming part of enquiry is indicative only and not exhaustive. It is the responsibility of the contractor to mobilize adequate resources, manpower to complete the job in all respect within schedule.
17. Delay in job completion or failure to mobilize to meet the mutually agreed schedule, there will be penalty @ **5% per day of delay to maximum of 30% of contractual value.**
18. No idle charges for contractor's workmen, tools and equipment's deployed for the work shall be paid in any case.
19. WPS for the job is enclosed. Only the relevant clauses shall be within the scope of this contract.

20. **Radiography Scope:**

- a) 100% radiography is applicable, and all arrangement is in the scope of the contractor. DPT / Radiography of root welding shall be carried out and DP kit shall be in the scope of the contractor. Interpretation of NDT shall be done by NRL Inspection department. The time required for the NDT is within the contractual period. Repairs if any shall be done by the contractor at no additional cost to NRL.
- b) However, NRL may also engage advance radiography technique in order to minimize the interference of parallel site activities with radiography.
- c) In case, Radiography is carried out partially or for all tube weld joints through NRL arranged agency, rate of radiography quoted by the bidder against SOR line item no 60 & 70 will not be paid as applicable except the camera hiring cost as mentioned in SOR line item no 50 for the executed days of the job.

5.3. Terms and Conditions of the contract: Safety and Environment:

- 1. Noncompliance of safety norms shall invite panel deduction as per Annexure-VIII of NRL's GCC.
- 2. The contractor shall strictly follow the existing work permit system in the Refinery. No work within the Refinery premises should be done without a valid work permit issued by NRL. All cold jobs shall be governed by Company's cold permit system, all hot jobs by hot permit system. These shall have to be obtained prior to start of any jobs / activity and permit shall be kept at the work location by the concerned supervisor of the contractor liable for checking at any point of time.
- 3. Proper Housekeeping of the area in and around the workplace during and after work completion will be the party's responsibility. All waste generated during job execution is to be disposed off to designated bins as per system prevalent in NRL.
- 4. Contractor shall have to follow NRL gate pass system for plant entry. All persons to be engaged require undergoing one day safety training at refinery premises before the gate pass is issued. This is not part of contractual period and contractor shall plan accordingly. All company's workmen shall have to carry requisite identification documents - Voter's ID card / Passport / Pan Card / Company ID card / Photograph etc with them to facilitate Gate Pass Formalities. Entry to Refinery Premises will be strictly on valid gate pass.
- 5. Contractor shall abide by all types of Safety, Quality, Health & Environment rules / standard followed in NRL.
- 6. Contractor shall take care for safety & security of their staff and materials inside the refinery premises.
- 7. PPE like boiler suit, safety shoe, helmet, hand glove, safety belts etc. are to be arranged by the contractor for all workmen and supervisor.
- 8. All lifting equipment, tools & tackles are to be provided with valid calibration certificate by the contractor before commencement of the contract.

9. Toolbox talk shall be delivered by contractor engineers/ safety supervisors before starting the job each day & shift and record shall be maintained.

5.4. NRL's obligations:

1. NRL will provide the contractor a suitable place / area for establishing his site office. However, all facilities for running the site office like distribution of power, water etc. will have to be arranged by the contractor.
2. Power, air, water from the nearest place will be provided by NRL free of cost subject to availability as per job requirement and as decided by EIC. **Non availability will not be a cause for non-completion of job and contractor will have to make alternate arrangement.** Contractor will make their own arrangement for drawing these from the designated location. Power requirement shall be informed for providing power panel nearest to job site and it is Contractor's responsibility for cable connection (including cables) to respective machines from the panel.
3. Subject to job requirement NRL will provide earth-moving equipment (Crane, hydra etc.) Free of charge. The contractor will have to submit their requirement at least 24 hours in advance.
4. Reformer tubes and accessories, Spares, gaskets, nut bolts only related to equipment will be supplied by owner free of charge, which has to be collected by the contractor from owner's storage point after fulfilling necessary formalities. However, duly certified consumption status has to be submitted for regularization purposes and excess/ scraps are to be returned to store by the contractor.
5. Refractory material will be supplied by owner free of charge, which has to be collected by the contractor from owner's storage point after fulfilling necessary formalities.
6. The G.C.C of NRL shall govern conditions not covered above.

6.0. Annexure:

6.1. Annexure-I: List of Tools and Tackles

Indicative list of tools and tackles contractor has to keep throughout the contract period:

The list below is indicative only and does not signify sufficiency.

1. Welding machine- As per contractor's schedule
2. Grinding M/C - As per contractor's schedule
3. Chain pulley 3T, 2T - 20 nos.
4. Tool Box - for each group (including slugging wrenches, Hammer with Wooden Handle).
5. Belt sling - 20 nos. of required length
6. Argon welding set - 20 nos. (With required consumables)
7. Radiography.

All tools and tackles must have valid test certificate for fitness for use.

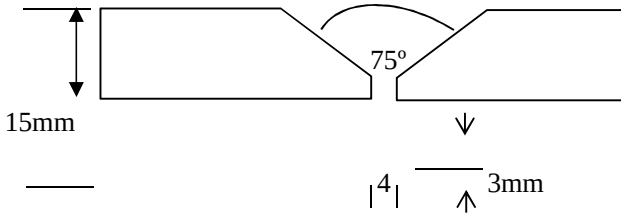
6.2. Annexure - II: Documents after placement of order

Following documents are to be submitted at least 7 days before handing over of site unless mentioned otherwise:

1. List of tools and tackles to be used in the contract
2. Contractor has to submit gate pass application forms along with relevant documents for his workmen & supervisors **before 1 week of starting of the job/ through e-portal.**
3. PPE issue record namely boiler suit, Safety shoe and helmet signed by each workman for which gate passes are applied. (On the day of handing over of site).
4. Test certificates (true copies) of equipments, all lifting tools and tackles to be deployed.
5. Test certificates for gas cylinders (as per Gas Cylinder rules) and certificate of purity.
6. Planned bar chart schedule before execution of the job
7. Plan for communication during odd hour.
8. Compliance certificates for all statutory laws applicable to this contract. (Insurance coverage shall be from the date of handing over of site).
9. Power connection formalities to be complied in consultation with Electrical Maintenance (All electrical machineries must have test certificate validated by licensed electrician).
10. Electrical load details for connection.

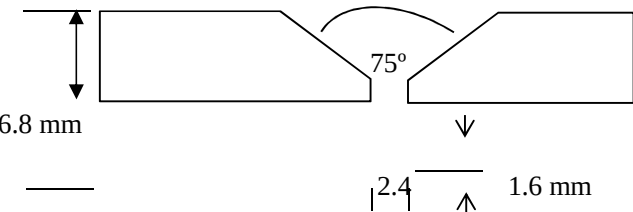
Welding Procedure (Indicative only)

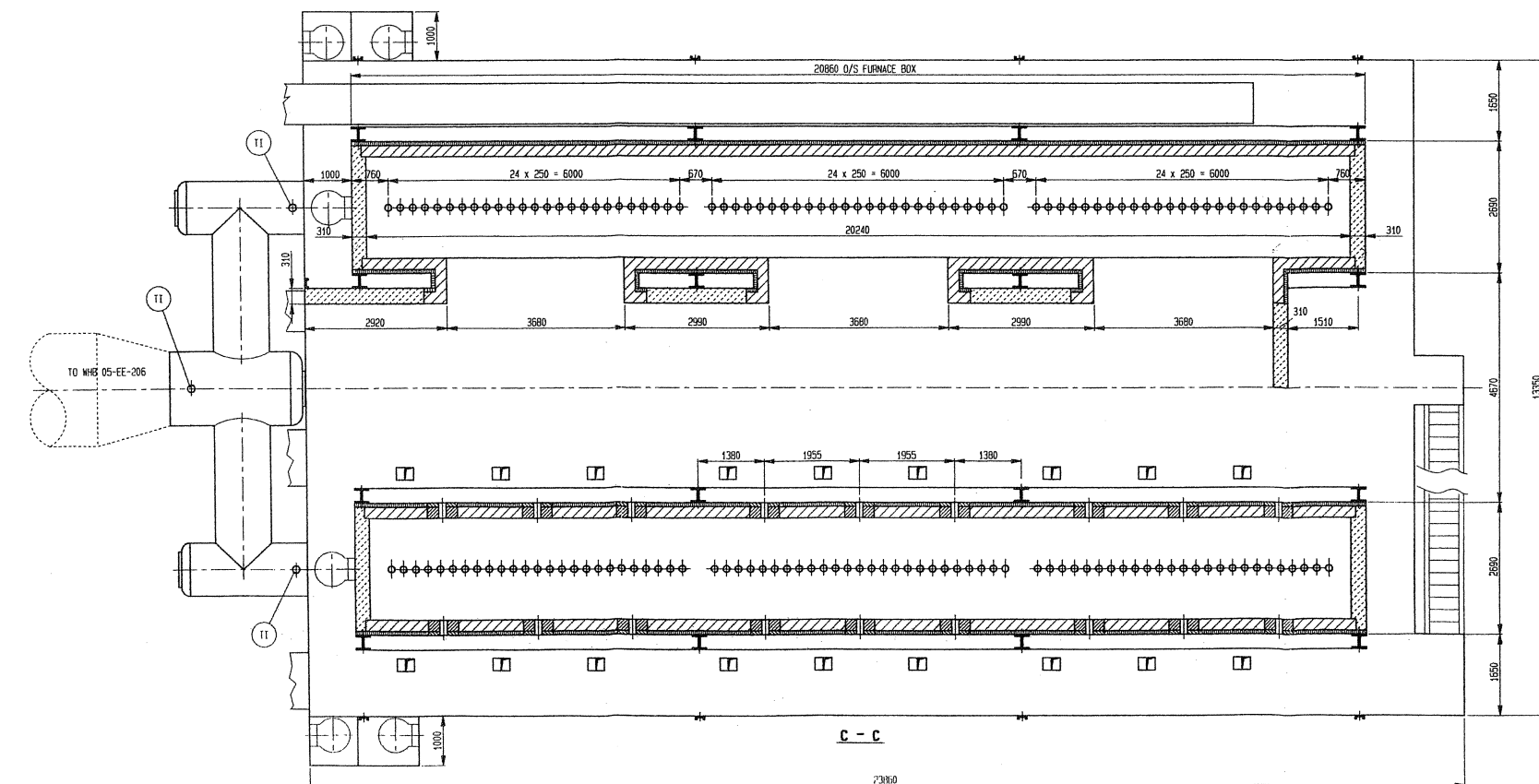
(Reformer Tube to Cold Collector Inlet)

Material to be welded	20Cr32NiNb alloy to itself (from CR 32W to CR 32W)		
Size of the component	136.6 mm OD , 106 mm ID		
Welding Process	Root Pass	Middle Pass	Final Pass
	GTAW	GTAW	GTAW
Filler Rod AWS classification	ER NiCr-3 (Inconel 82)	ER NiCr-3 (Inconel 82)	ER NiCr-3 (Inconel 82)
Shielding gas	Argon (99.98% pure)	Argon (99.98% pure)	Argon (99.98% pure)
Purging Gas	Argon (99.98% pure)	Argon (99.98% pure)	Argon (99.98% pure)
Welding Position (1G)			
Weld Bevel (Sketch with Dimension)			
Heat Treatment	Max. Interpass temp	Pre-heat	Post Heat
	175°C	26°C (ambient)	Not Applicable
Initial Cleaning	Solvent (Acetone)		
Inter pass Cleaning	Grinding		
NDT	Root DP, Post weld Radiography & UT		

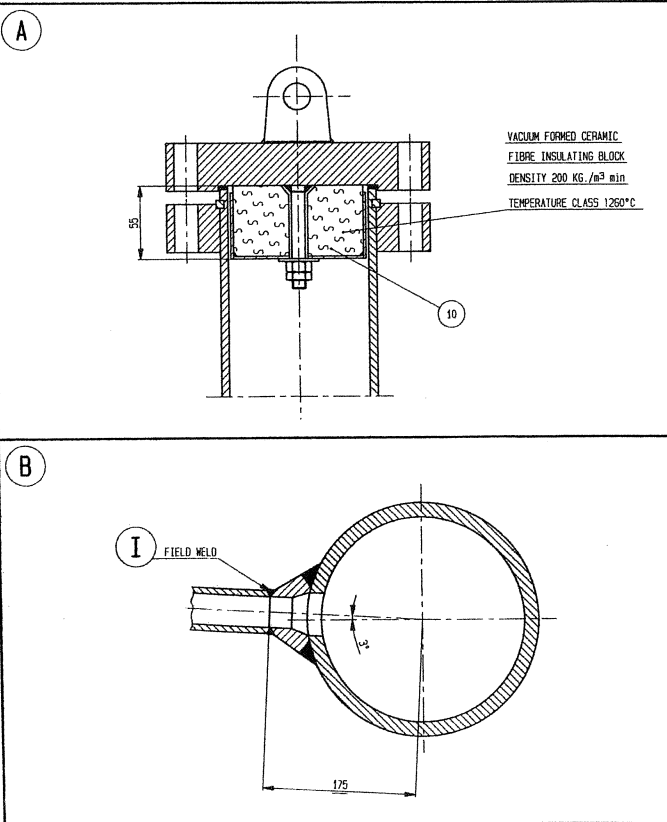
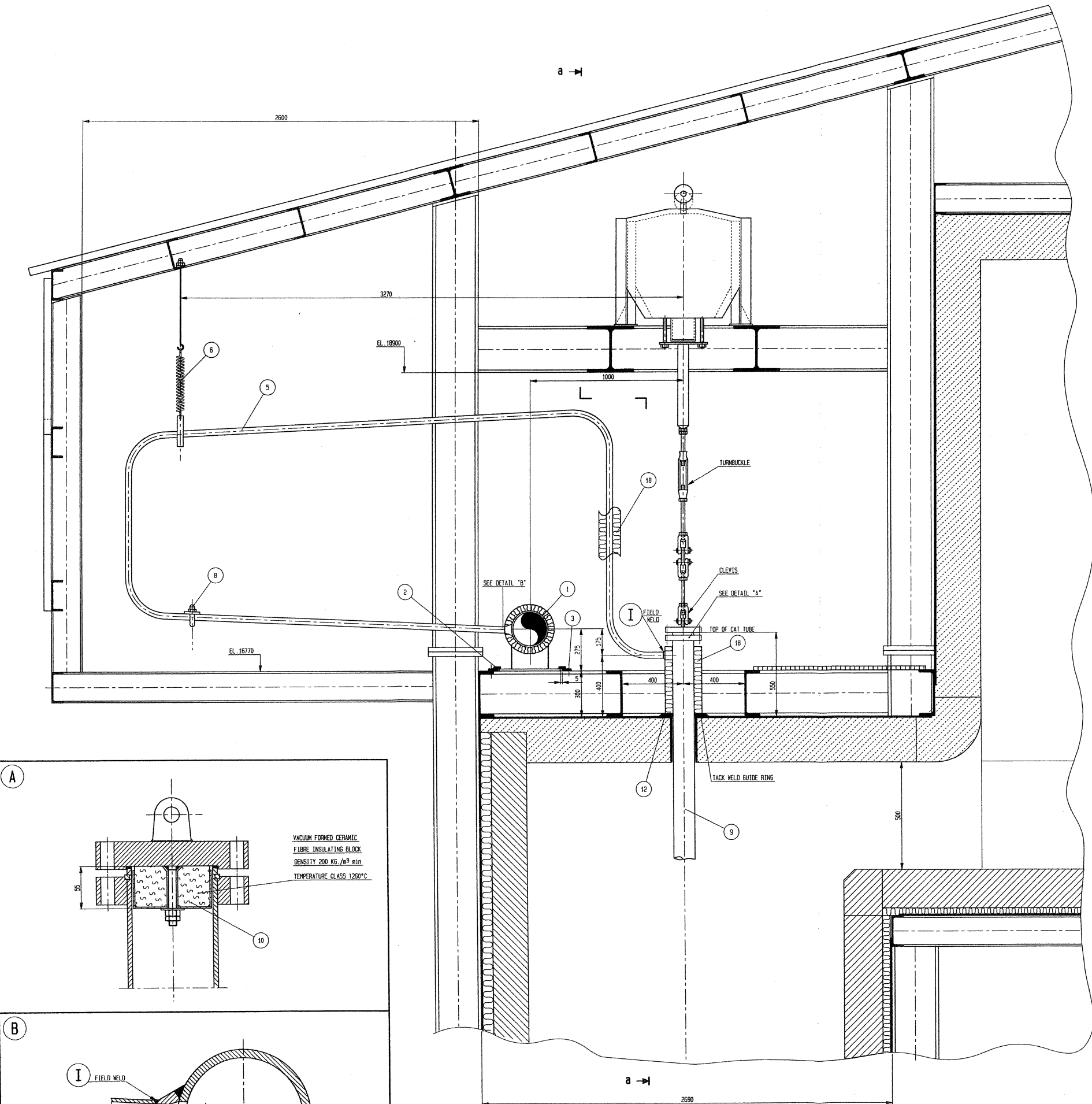
Welding Procedure (Indicative only)

(Weldolet to Hairpin)

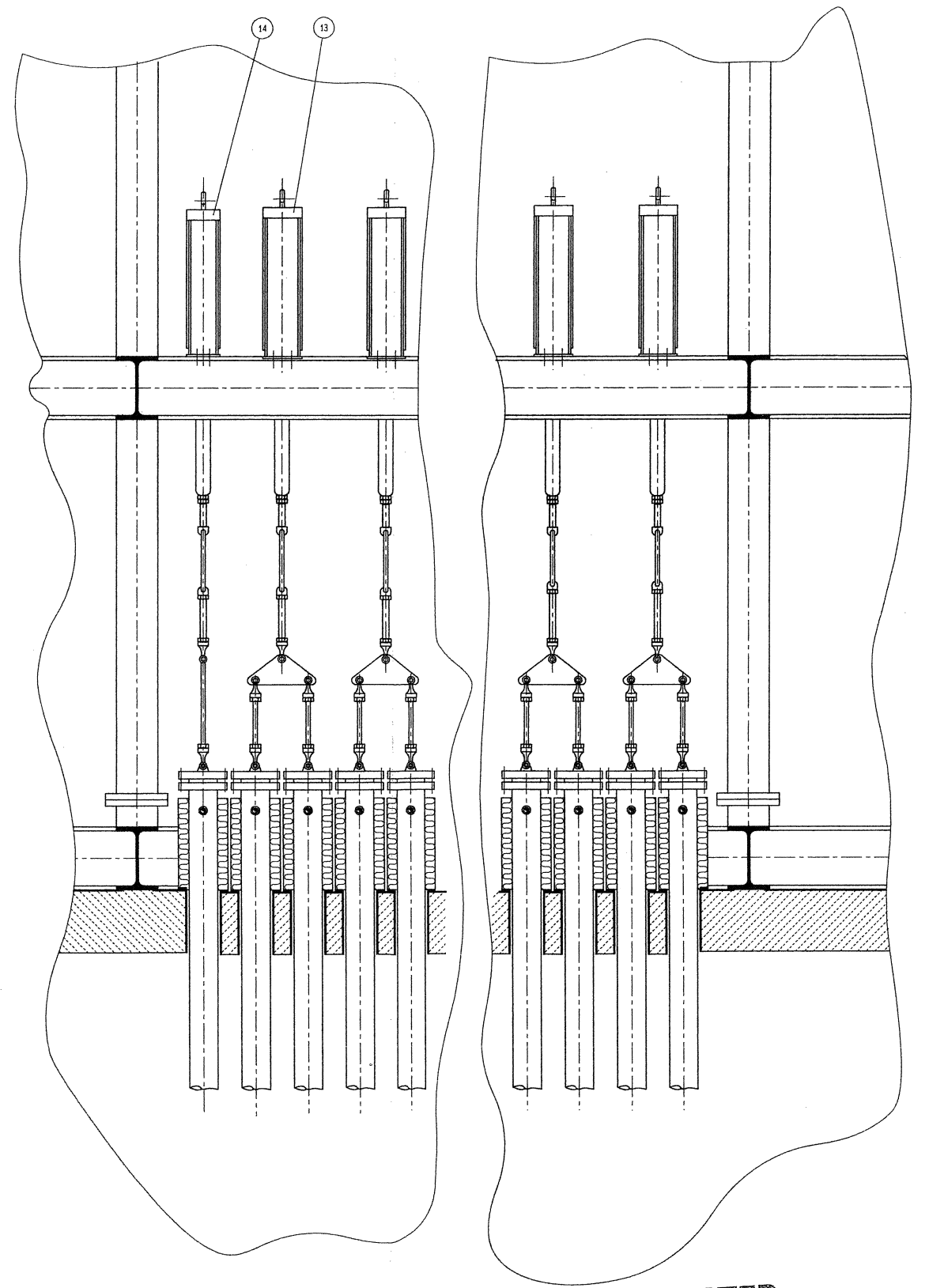
Material to be welded	SA 312 TP 321H to itself		
Size of the component	33.4 mm OD , 26.6 mm ID		
Welding Process	Root Pass	Middle Pass	Final Pass
	GTAW	GTAW	GTAW
Filler Rod AWS classification	ER 347	ER 347	ER 347
Size of the filler	2.4, 3.15 & 4.0 mm Dia		
Shielding gas	Argon (99.98% pure)	Argon (99.99% pure)	Argon (99.99% pure)
Purging Gas	Argon (99.98% pure)	Argon (99.99% pure)	Argon (99.99% pure)
Weld Bevel (Sketch with Dimension)			
Heat Treatment	Max. Inter pass temp	Pre-heat	Post Heat
	Not Applicable	26°C (ambient)	Not Applicable
Initial Cleaning	Not applicable		
Interpass Cleaning	Grinding		
NDT	Root DP, Post weld Radiography & UT		

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THIS DOCUMENT CONTAINS TRADE SECRET AND PROPRIETARY INFORMATION. THE PROPERTY OF HALDOR TOPSØE A/S. AND IS ISSUED ON CONDITION THAT IT IS KEPT SECRET AND NOT TO BE DISCLOSED OR USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT HAS BEEN ISSUED WITHOUT WRITTEN AUTHORITY OF HALDOR TOPSØE A/S.



- SPRING SUPPORTS FOR CATALYST TUBES/CONSTANT HANGERS
- | | |
|---------|--------------------|
| ITEM 13 | LISEGA TYPE 115415 |
| | TRAVEL 300 mm |
| | LOAD 1410 kg. |
| ITEM 14 | LISEGA TYPE 114415 |
| | TRAVEL 300 mm |
| | LOAD 705 kg. |
- FURNACE VENDOR MAY PROPOSE ALTERNATIVE, EQUIVALENT, CONSTANT HANGERS TO THOSE SPECIFIED



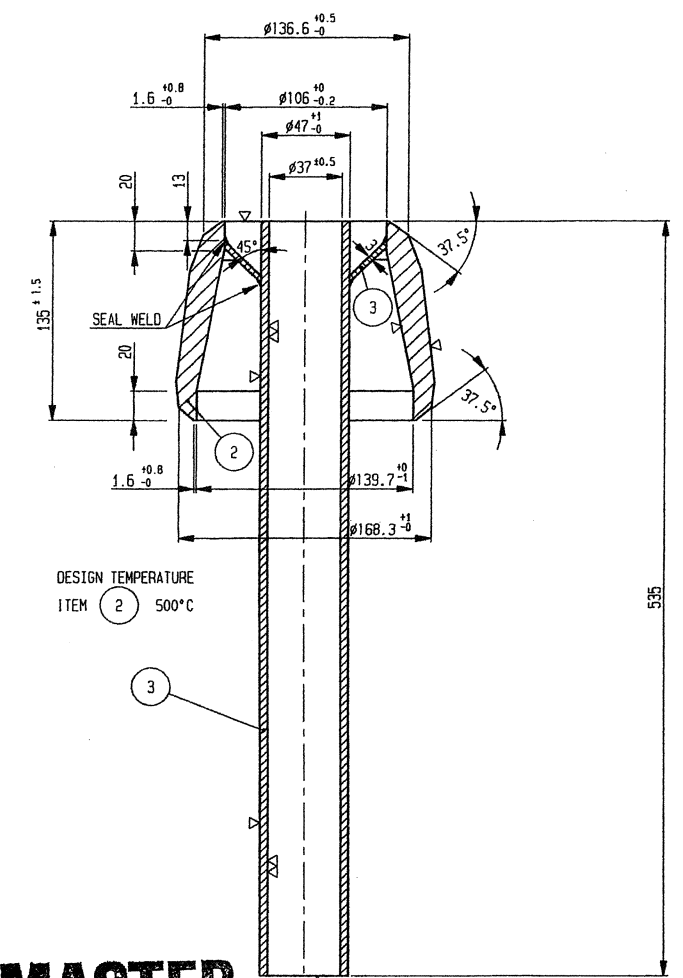
ITEMS 13'S REFER TO LIST OF PARTS DWG. 4151873

I FIELD WELD SEE SPEC. 4151887

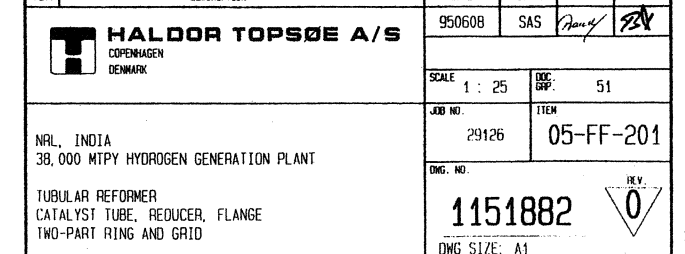
MASTER
8 JUNI 1995

REV	DESCRIPTION	DATE	BY	CHECK	APP.
1	HALDOR TOPSØE A/S COPENHAGEN DENMARK	950608	SAS	Palmer	250
SCALE	N.T.S.	51			
DWG. NO.	0151875	REV. 0			
PROJECT	NREL, INDIA 30,000 MTPY HYDROGEN GENERATION PLANT				
TITLE	TUBULAR REFORMER GENERAL ARRANGEMENT OF GAS INLET				
DWG. SIZE	A0				

1	2	3	4	5	6	7	8	9	10	11	12
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② 500°C



SCHEDULE OF RATES (SOR) / 'PRICE BREAKUP FORMAT'

Job Name: Replacement of Reformer Catalyst Tube of Hydrogen Unit in RTA'2023.

SN	SOR Item Description	UOM	Qty	Unit Rate (in Rs) inclusive of all taxes, duties, levies and GST.	Amount (in Rs) inclusive of all taxes, duties, levies and GST. (i.e. Unit Rate x Qty)
10	Primary hydrogen Reformer catalyst tube replacement of process licensors Haldor Topsoe A/S as per the attached scope of work, special conditions of contract, Repair Procedure, drawing to complete the work in all respect as per instruction of Engineer-in-charge. Rate for first 5 tubes each.	NOS	5	(To be quoted by bidder)	(To be quoted by bidder)
20	Primary hydrogen Reformer catalyst tube replacement of process licensors Haldor Topsoe A/S as per the attached scope of work, special conditions of contract, Repair Procedure, drawing to complete the work in all respect as per instruction of Engineer-in-charge. Rate beyond 5th tubes.	NOS	50	(To be quoted by bidder)	(To be quoted by bidder)
30	Carrying out refractory dry out of tube outlet including supply of consumables, recording devices, insulation materials, instrument etc., providing all normal & special equipment and gadgets, skilled / unskilled labor, specialist, supervisory staff and completing the work in all respects as per specifications and instructions of Engineer-in-charge.	NOS	55	(To be quoted by bidder)	(To be quoted by bidder)
40	Mobilization and demobilization charge for resource deployment capable of replacement of 55 (Fifty-Five) nos. of reformer tubes as per the specification in the scope of work within contractual period of 20 days.	Occasion	1	(To be quoted by bidder)	(To be quoted by bidder)
50	Radiography Camera- Unit hiring Charge (Minimum 50 curie source strength at the time of mobilization to site) (Includes all expenses towards mobilization at site and demobilization including bringing in radiography equipments, work force as per AERB, materials, clearing the site etc.)	Days	20	(To be quoted by bidder)	(To be quoted by bidder)
60	Radiography Charge - 3" Width Film	inch	4752	(To be quoted by bidder)	(To be quoted by bidder)
70	Radiography Charge - 4" Width Film	inch	792	(To be quoted by bidder)	(To be quoted by bidder)
TOTAL LUMP SUM AMOUNT (INCL. OF ALL TAXES, DUTIES, LEVIES AND GST): (Item sl. no. 10 to 70)					(To be quoted by bidder)

AGREED TERMS & CONDITIONS (ATC)

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 Tender Document, Special Conditions of Contract (SCC), Drawings, Schedule of Rates (SOR) and as per the direction of Engineer-in-charge (EIC) of NRL.	Noted & Confirmed
02	<u>PRICE:</u> Lumpsum Total Amount : For this tender, firm LUMP SUM TOTAL AMOUNT should be quoted in priced bid in GeM Portal considering ALL the 07 SOR items and corresponding quantities, inclusive of all taxes, duties, levies and GST. Price Breakup: Breakup of the total amount shall be separately uploaded in the "Price Breakup Format" provided, which shall be submitted as a part of the priced bid. Bidders must ensure that the unit rates, GST rates, Amounts, etc. are carefully and correctly entered in the "Price Breakup Format", so that the breakup matches with lumpsum total amount (including GST) quoted in priced bid field in GeM Portal. In the event of any mismatch, lumpsum total amount quoted in priced bid field in GeM Portal will be considered for comparison/evaluation of the tender for determining L1/ successful bidder. However, lower of the two mismatching values shall be considered for ordering as per procedure explained below:- a) In case lumpsum total amount of L1/successful bidder in GeM portal is higher than the total amount incl. of GST computed in the Price Breakup, bidder need to offer discount on their lumpsum total amount to match the same with the value in price break-up format. Rates indicated by the bidder in the Price Break-up shall form the basis for computation of order value.	Noted & Confirmed Noted & Confirmed Noted & Confirmed Noted & Confirmed

SN	DESCRIPTION	BIDDER'S CONFIRMATION
	b) In case lumpsum total amount of L1/successful bidder in GeM portal is lower than the total amount incl. of GST computed in the Price Breakup, bidder shall be asked to submit revised Price Breakup. However in the revised price break-up; only reduction of already quoted rates of items is permitted. Notwithstanding the above, offers with mistakes/mismatches related to price may also be considered invalid and summarily rejected at NRL's discretion. Similarly, offers with unworkable price may be considered invalid and summarily rejected at NRL's discretion.	Noted & Confirmed Noted & Confirmed
03	<u>Priced Evaluation & Award Criteria:</u> (i) The tender items are non-splitable and evaluation will be done on 'Overall Lowest Offer Basis' considering all the 07 SOR items as explained above. (ii) GeM PO will be placed on L1/successful bidder with Lumpsum Total Value considering ALL the 07 SOR items. However for SOR item no. 20, job execution can be decided only based on inspection recommendation during shutdown; consequently execution of quantity against BOQ item- 30, 60 & 70 may also vary. Hence, Bidder to note that quantity indicated against SOR item-20, 30, 60 & 70 are 'indicative only' and will be completely based on actual job requirement to be decided by E-I-C during shutdown as per inspection recommendation.	Noted & Confirmed Noted & Confirmed
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> 12 months from job completion. (Security Deposit shall be released after expiry of Defect Liability Period)	Noted & Confirmed

SN	DESCRIPTION	BIDDER'S CONFIRMATION
06	<u>PAYMENT TERM:</u> Payment will be made as per actual executed quantity of SOR items and based on its corresponding Unit Rate (as quoted in 'Price Breakup Format') at the end of completion of the job on basis of certification made for payment by Engineer-In-Charge (E-I-C), NRL. Refer detail in Special Conditions of Contract (SCC). <i>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.</i>	Noted & Confirmed
07	<u>PRICE, TAXES, & DUTIES:</u> 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 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.	Noted & Confirmed
08.	<u>PLEASE INDICATE THE FOLLOWING:</u> (a) SAC Code: _____ (b) Rate of IGST or CGST & SGST - included in Quote: _____ %	
09.	<u>CONTRACT PERIOD:</u> Contract shall be valid for execution up to 18 (Eighteen) months from the date of placement of order. The job is planned for execution during RTA'23 (i.e. Tentatively Mar-April'23). Duration of contract will be 20 to 25 days from the date of handing over of the required work front. However, NRL reserves the right to defer the start date of contract based on actual site condition, any modification/change of RTA'23 schedule etc. Nevertheless, job shall be executed within the contract validity period (i.e. 18 months from the date of placement of order). Refer details in Special Conditions of contract (SCC) enclosed.	Noted & Confirmed
10.	<u>COMPLIANCE TO BID REQUIREMENTS:</u> We hereby confirm our bid complies with the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed
11.	<u>BID VALIDITY:</u> Bidder to undertake that their bid for the above stated work shall remain valid for a period of 6 (six) months from the date of bid opening. In case of our revoking or cancelling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid and take penal action as deemed fit as per NRL's holiday listing policy.	Noted & Confirmed

SN	DESCRIPTION	BIDDER'S CONFIRMATION
12	<u>FIRMNESS OF PRICES:</u> 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 & Confirmed
14	All other terms and conditions shall be as per NRL's 'General Condition of Contracts (GCC)'.	Noted & Confirmed

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DATE : _____

ANNEXURES OF TENDER DOCUMENT

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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
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Annexure-XVI-A, B	Sharing of land border with India, Form-A
Annexure-XVII	Instructions for ONLINE EMD submission
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Annexure-C	Integrity Pact

ANNEXURE-I

COMPLIANCE TO BID REQUIREMENTS

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 Technical PQC 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 etc. as sought in the PQC or SCC (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)	
Integrity Pact Document duly signed & sealed	

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.*

ANEXURE-IX**BIDDER DETAILS**

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : _____

[The subject job falls under the category of public safety, critical maintenance. Hence, there will be no relaxation pertaining to 'prior turnover' and 'prior experience/ technical requirements' for MSE and 'Start Up' bidders in this tender.]

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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

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

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

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

A. Qualifying Criteria for MSE Bidder:

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

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

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

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

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

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

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

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

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

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

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

1. Issue of Tender Sets Free of Cost

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

The subject job falls under the category of public safety, critical maintenance. Hence, there will be no relaxation pertaining to 'Prior Turnover' and 'Past Tract Record (PTR)' for MSE and 'Start Up' bidders in this tender.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023

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)

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

SHARING OF LAND BORDER WITH INDIA

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

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

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

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

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) represnting the ministry of home affaires, ministry of external affairs and of those departments whose sectors are covered by applications under considereation;

Any other officer whose presense is deemed necessary by the Chairemen of the Comittee.

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,

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

Sub: Certificate of Compliance

Bidder's Details :

Job Name : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

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 : Replacement of Reformer Catalyst Tubes of Hydrogen Unit in RTA'2023.

Bidders are requested to select 'Yes' or 'No' by putting '√' 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 √, 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.

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.

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

CGM (Commercial)
Admin Building- 3rd Floor,
Numaligarh Refinery Ltd
Pankagrath, PO- NR Project,
Pin-785699, Dist: Golaghat (Assam)

Dear Sirs:

M/s have taken tender for the work of
(Work Order no.....) for Numaligarh Refinery Limited, having registered office at 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.

ANNEXURE-C

INTEGRITY PACT

INTEGRITY PACT

NOTE TO BIDDER:

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

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

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

1. Shri Arun Kumar Gupta, Ex-CMD
Shipping Corporation of India,
E-68 B, Nandanvan CHS, Sector 17
Nerul, Navi Mumbai, Pin 400706
Mobile No: +91-9833880764
Email: guptaarun55@rediffmail.com
2. Smt. Archana Pandey Tiwari. IRS (Retd.)
6-A, Block-2, Qtr No. C-7
New Moti Bagh, New Delhi
Mobile No: +91-9810895242
Email: ampandey2001@yahoo.com



INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



Section 2 - Commitments of the Bidder / Contractor/Supplier

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

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

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



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

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.



Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.



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

Section 9 - Pact Duration

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

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



Section 10 - Other provisions

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

.....
For the Principal



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

.....
Place **न. क. बुढ़ागोहाई / N. K. BURAGOHAIN**
मुख्य महाप्रबंधक (वाणिज्यिक) / Chief General Manager (Commercial)
नुमालिगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम - 785 699 / Golaghat, Assam - 785 699

.....
Witness1:.....
(Signature/Name/Address)

.....
Date

.....
Witness2:.....
(Signature/Name/Address)