

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



**TENDER DOCUMENT
FOR**

**Replacement and up-gradation of insulation on HP steam network
in the Refinery (1899)**

Tender Ref. OC19000061/MKD – Amendment no. 1

PART-I: UNPRICED BID

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

LETTER INVITING TENDER

	Date : June 19, 2009 Contact Person : A. Majumder / M. Das Phone : 03776 265847 / 265491 E-mail ID : amlan.mazumdar@nrl.co.in monikanchan.das@nrl.co.in Our Reference : OC19000061/ MKD
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Sub: Replacement and up-gradation of insulation on HP steam network in the Refinery (1899)

Tender No. OC19000061/MKD – Amendment no. 1

Dear Sirs,

Sealed offer in **Two Bid** is invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : **Replacement and up-gradation of insulation on HP steam network in the Refinery.**
2. **Earnest Money Deposit** : **Rs. 45,000.00 (forty five thousand).**
3. **Contract Period** : **06 (six) months** from the date of issue of work order.
4. **Last date & time for receipt of bid** : Upto 15.00 hours on **16-07-2009**
5. **Date & time of opening of bid** : After 15.30 hours on **16-07-2009**
6. **Place of submission of Bid** : GM (Commercial & CC)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat, Assam – 785 699, INDIA
Phone : +91(0)3776 – 265545 / Fax No.: +91(0) 3776-265514
- 7.a **PRE-BID DISCUSSION and “AMENDMENT NO. 1” to the TENDER DOCUMENT:**

- ❖ Brief outline of present HP steam network in NRL, brief of the problem faced, description of the proposed work, related technical details and Scope of Work which involve design, manufacture & execution have been addressed at the appended “Special Conditions of contract”.
- ❖ As notified vide the NIT and tender document ref. OC19000061/MKD dtd. 20.05.2009, Pre-bid discussion was held on 05-06-2009 (11:00 am) at NRL Kolkata Office. The “Minutes of Pre-Bid Discussion” (**referred hereinafter as “MOM”**) accordingly prepared has been issued as was indicated in the said NIT and tender document.

Subject tender document is a modified/amended version of the earlier tender and shall dictate all future requirements/terms & conditions. As indicated earlier, **corrigendum / extension / addendum (if any) pertaining to this tender will be published in the website www.nrl.co.in only.**

- ❖ Consolidated outcome of the pre-bid discussion (MOM), which shall form part of tender document (including the NIT), have been forwarded to the participants and uploaded in NRL website www.nrl.co.in for submission of firm offers on/before the last date & time for receipt of bid indicated above.
- ❖ A bid will be presumed as being submitted based upon the NIT dtd. 20.05.2009, subject tender document **OC19000061/MKD – Amendment no. 1 dtd. 19.06.2009** and the “MOM”. Bidder(s) have to accept the outcome of the pre-bid discussion as minuted / recorded without any query and the decision of NRL shall be final and binding.

Contd...2

7.b **Submission of Bid** :

Bids should be submitted separately in two parts, viz. **PART I & PART II** in sealed envelopes super-scribed with the Tender no., Due Date, and nature of bid (“Unpriced” or “Priced”).

PART I : One copy of “UNPRICED BID”, complete with NIT dtd. 20.05.2009, Amended Tender Document (Amendment no. 1), MOM, Technical & Commercial details, Earnest Money Deposit, relevant documents etc. **duly signed & stamped on each page** other than the priced bid.

PART II : One copy of “PRICED BID” with **Schedule of Rates duly filled** (annexure may be added if required for furnishing break-ups), **signed & stamped on each page**.

The two envelopes containing **Part I** and **Part II** of bids separately, should be enclosed in a single sealed envelope super-scribed:

Quotation for the job:

**“Replacement and up-gradation of insulation on HP steam network in the Refinery (1899)”
(Tender No. OC19000061/MKD - Amendment no. 1)**

If the last date of receipt of tender happens to be a non-working day, the last date will be the next working day at the aforesaid time.

All corrections and alterations in the entries of tender paper shall be signed in full by the tenderer with date. No erasures or over writing are permissible.

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

The scope of work & supply of this work will be in accordance with the Special Conditions of Contract (SCC), Schedule of Rates, Pre-bid discussion (MOM), the tender document, corrigendum/addendum if any and as per the direction of Engineer-in-Charge.

NRL shall supply Free Power & Water to the contractor. All Other required materials, tools & tackles shall have to be arranged by the contractor.

9. **Submission of offer:**

Tender with 6 months validity from the date of opening under sealed cover and super-scribing the name of the work and date of opening will be received at the place of submission and by the time and date mentioned above. If the last date of receipt of tender happens to be a non-working day, the last date will be the next working day at the aforesaid time.

10. **Earnest Money:**

The bidder shall deposit Earnest Money Deposit in the form of Demand draft of **STATE BANK OF INDIA** in favour of **Numaligarh Refinery Limited**, payable at **SBI, Numaligarh Refinery Complex Branch** (Code : 5377). Tender without earnest money will be summarily rejected.

11. **Rates:** You are requested to quote firm prices (excluding service tax) for the entire scope of work. Payments against the same shall be subject to deductions towards income tax, works contract tax and other recoveries as applicable as per terms of the contract. **Service tax as applicable shall be loaded extra by NRL.**

The terms & conditions of the contract shall be governed by those specified in the tender document and by the “General Conditions of Contract” of NRL; available at www.nrl.co.in.

The entire scope of the work including design, supplies and services shall be treated on turnkey basis. However, for our clarity break-up of the quotes for individual items (i.e., for each of the three individual SOR items) should be submitted separately under three heading, viz.

- 1) Design Engineering.
- 2) Supplies (showing bill of materials).
- 3) Services

Offer shall include a supply of 5% (in terms of material used in the job) material stock to NRL to be kept as inventory for future use.

EVALUATION: Evaluation shall be done considering total financial implication on the quoted value for the entire scope of work referred above. *In case more than one agency becomes LI after considering the cost for the entire job, the successful agency shall be determined through lottery.*

12. **Security deposit:**

Contractors have to submit Security deposit as per GCC of NRL.

A sum of 10% 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 2 ½ % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 7 ½ % to be recovered from bill against work done.

The earnest money deposited shall be adjusted towards security deposit, provided it is furnished in demand draft. Alternatively, the Contractor may, at his option, deposit the full amount of 10% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract.

13. **Defect Liability Period:** 03 (Three) years.

14. **Guarantee:** Bidders should confirm a guarantee period of **at least 03 (three) years** from date of completion of the job.

15. **Performance Bank Guarantee (PBG):** Contractor will furnish contract performance bank guarantee as per prescribed format for 10% of the total awarded contract value. The PBG should have validity not of at least 3 months beyond the expiry date of the guarantee period. PBG shall be in addition to Security Deposit indicated above.

16. **Measurement of work:**

Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer- in-charge. Measurement of work shall be in terms of percentage (%) of the complete scope of work or a part thereof.

17. **Storage / responsibility of material:** Storage/ responsibility of materials shall be on contractor's scope.

18. **Terms of payment:**

Payments shall be released against monthly R/A bills as per approved billing break-up based on physical progress.

Further break-up of payment terms if deemed necessary shall be decided by the Engineer-in-Charge. The above payments are subject to deductions towards income tax, works contract tax (VAT), security deposit and other recoveries as applicable as per terms of the contract.

19. **Price, Taxes, Duties:** Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. **However, the quoted price will be exclusive of Service Tax. Service Tax as applicable will be loaded by NRL.**

20. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, monetary penalty as deemed fit by the Officer-in-charge will be levied, subject to a maximum penalty of 10% of the contract value and the same shall be final and binding on the contractor.

21. **Other terms and conditions :**

- (a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) ***Short-listed Bidders not participating in the bid, are requested to return the bid document immediately on receipt***, stating the reasons for non-participation in the 'REGRET FORM' enclosed, failing which tender may not be issued in the future to the bidder.
- (c) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (d) Variation in the value of the work will not vitiate the tender agreement.
- (e) 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.
- (f) 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.
- (g) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (h) **Sr. Manager (Civil Maint.), NRL** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (i) The General Conditions of contract of NRL will be applicable for this contract also. Intending tenderer may see the General Conditions of Contract of NRL at the Commercial Department of NRL site office on any working day during office hours or may visit our website www.nrl.co.in.
- (j) Tenderers 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.
- (k) One authorized representative of the bidder may remain present during the tender opening on the due date, time and venue.
- (l) No escalation of contract value, in any form whatsoever will be entertained during the contract period.

Applicable Labour Wage: (NEW)

- (i) The minimum wages per day (Inclusive of all allowances and benefits) of contract workers w.e.f. **01-01-2007** will be as below:
 - Unskilled : Rs. 147.00 (Rupees one hundred and forty seven only)
 - Skilled : Rs. 162.00 (Rupees one hundred and sixty two only).
- (ii) For the purpose of calculating PF and other statutory payments, basic wage of unskilled and skilled category of contract workers per day will be Rs. 103.00 and Rs.122.00 respectively.

- (iii) Bonus is to be paid to the contract workers by the contractors as per the payment of Bonus Act, 1965.
 - (iv) 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.
 - (v) An annual increment of Rs. 5.00 (Rupees five only) to the total wages of both Unskilled and Skilled category of workers will be given every year w.e.f. 1st January starting from 01-01-2008 till 31-12-2010.
- (m) **No mobilization advance will be paid to the contractor** for execution of this work.
- (n) 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).
- (o) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
- i. The Contract Labour (Regulation and Abolition) Act,
 - ii. The Minimum Wages Act.
 - iii. The Workman's Compensation Act.
 - 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.
- (p) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL.
- (r) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected

Indigenous agencies must submit PF Code, IT PAN No, Service Tax registration Certificate and valid Sales tax / VAT Clearance Certificate with the offer.

**GM (Commercial & CC)
Numaligarh Refinery Limited**

PREQUALIFICATION CRITERIA

1) PROVEN TRACK RECORD: Bidders shall have to furnish Proven Track Record (PTR) against the proposed material as having been successfully[#] used at least in 01 PSU.

i.e., achieving “temperature fall” not above 25°C/km for 02 (two) consecutive years.

2) PAST EXPERIENCE:

Experience of having successfully completed **similar works*** during **last 10 years ending last month** should be either of the following:-

- One similar work costing not less than Rs. **45.00** Lakhs, OR,
- Two similar works costing not less than Rs. **36.00** Lakhs each, OR,
- Three similar works costing not less than Rs. **27.00** Lakhs each,

***Similar Works:** “Hot insulation job at temperature above 400°C including design, supply & installation”

For your information the value of past experience shall be adjusted at a simple rate of **07%** for every completed year (ending last day of the month, preceding the month in which bids are invited).

3) AVERAGE ANNUAL TURNOVER: Minimum Average Annual Turnover during the last 3 years, ending 31st March of the previous financial year, shall be **Rs. 27.00 Lakh.**

OTHER REQUIREMENTS

- ❖ Possession of Service Tax Registration Certificate, Provident Fund Code & Income Tax PAN No.

SPECIAL CONDITIONS OF CONTRACT

BRIEF INTRODUCTION: Numaligarh Refinery Limited (NRL) is designed for processing 3.0 MMTPA of Assam Crude Mix. It was commissioned in the year 1999. Apart from an integrated Crude and Vacuum Unit (CDU/VDU) the refinery has two secondary processing units viz. Hydrocracker Unit (HCU) of 1.1 MMTPA and a Delayed Coker Unit (DCU) of 0.306 MMTPA capacities. These two units together maximize the yield of high quality middle distillates. The other units are: Hydrogen Unit (H2U) of 38,000 TPA of, Coke Calcination Unit (CCU) of 0.1 MMTPA, Sulphur Recovery Block (SRB) and Utilities & Offsites facilities. The Motor Spirit block (MSP/MSU) with processing capacity of 225 TMTA was recently added to the initial configuration of refinery.

Present HP steam network in NRL: Presently in NRL, superheated HP steam is produced in the CPP & H2U. From CPP the HP steam is exported to the refinery network. The HP steam from H2U is exported to the refinery network after a pressure control valve which controls the steam vent line located in the H2U to vent the excess steam. Saturated HP steam is produced in MSU which is internally consumed and some amount is vented. Apart from this a small amount of saturated HP steam is generated from SRB which is also internally consumed.

The consumption of HP steam is in the following area:

1. The RGC turbine of HCU
2. The RGC turbine of MSU (also referred to as MSP)
3. The CW turbine of Utility.

Existing Insulation material: Metal mesh 75 mm thick two layers of Mineral Fiber blanket and one layer of pipe section of 75 mm i.e., total thickness of 225 mm. Density 140- 150 kg/m³ . Relevant IS code 8183 latest issue.

Period of installation: For MSU 2005. For HCU & CW turbine 1998-2000.

Brief of the problem faced: A significant temperature drop has been observed between the generation end at CPP and consumer end in HCU, MSU and Cooling tower. At CPP, HP steam is generated at a temp and pressure of 450 °C and 40 Kg/cm² respectively, whereas in the HCU battery limit it is available at 390 °C and 39.5 Kg/cm², at MSU battery limit it is available at 374 °C and 39.5 Kg/cm² and at Cooling Tower pump house it is available at 385 °C and 39.5 kg/cm². The approximate length of the pipeline from CPP to HCU, MSU and cooling tower pump house is 0.5 km, 1.0 km and 0.5 km respectively.

Additional information: The design was done by EIL. However, since beginning itself the described problem is persistent. EIL's design specified only the surface temperature (as ambient temperature + 20° C). The lines are subject to foot traffic, water logging, vegetation etc.

Description of work: The proposed work is to put a suitable insulating material in the superheated HP steam line from CPP to HCU, CPP to MSU and CPP to CW turbine of NRL with an objective is to achieve a maximum temperature drop of 25 °C/ km pipe length.

TECHNICAL DETAILS:

The pipe MOC, Flow and size are as follows:

	HCU	MSU	Cooling Tower
Pipe MOC	D2D	D2D	D2D*
Line size, inch	12	10	10
Flow , Ton/hr	14	7	16

* D2D: 600 Class alloy steel; 1.25 % Cr, 0.5 % Mo

HP steam-line diagram enclosed as “Drawing no. 2”. Utility distribution diagram enclosed as “Drawing no. 2”.

Scope of Work: The scope of work for the job is to suggest a suitable insulating material and implementing the same for achieving the temp. drop of HP steam line within the maximum limit (25°C/ km) as mentioned above. Suitable “inspection pockets” as per standards, shall be part of the execution. Design for “inspection pockets” shall be offered by bidders for NRL’s approval.

The item description and scope of work has been tabulated as below:

Item No.	Item Description & Scope of Work
1	To design and manufacture the suitable insulating material and execution of the same based on the requirement of 25°C temp drop per Km length of pipe.

1. Bidder shall quote for all the lines separately
2. Bidder shall have a proven track record in this field (please refer page 6).
3. Bidder shall provide guarantee for maintaining the required the temperature drop for at least 03 years.
4. Bidder shall mention the design surface temperature of the pipe after execution of the job.
5. Complete removal of existing insulation materials and disposal to NRL designated location.
6. Supply of all the materials as per specification and grade. The material shall be inspected by NRL or its authorized representative prior to dispatch from the factory.
7. All the materials shall have manufacturer’s test certificates and MSDS. Also, declaration should be furnished that the used material(s) are environmentally safe.
8. Bidder shall submit all the engineering and design basis, if required by NRL.
9. Job shall be completed in all respect as per the instruction of the Engineer In Charge.
10. **The job has to be carried out in online condition.** Contractor has to follow the job sequence as per the Operational requirement. **Bidders** shall furnish “Job safety plan for working in the HP Steam line in online condition & execution philosophy.”
11. Contractor has to follow all the safety norms and shall arrange all the Personnel Protective Equipment for the workers.
12. Contractor shall arrange all other requirements like storage, steel scaffolding (if required) etc.
14. NRL shall provide water & electricity free of charge.
15. Bidders should visit the site before submission of their bids for data acquisition from actual field conditions.

*****End of SCC*****

Name of Work : **Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).**

Tender No. : **OC19000061**

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

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

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

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

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Name of Work : **Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).**
Tender No. : **OC19000061**
Name of Bidder :

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

PROPOSED SITE ORGANISATION

Name of Work : Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).
Tender No. : OC19000061
Name of Bidder :

Our site organisation 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)

Contd...12

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : **Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).**

Tender No. : **OC19000061**

Name of Bidder :

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

(SIGNATURE OF BIDDER)

Contd.. 13

COMPLIANCE TO BID REQUIREMENTS

Name of Work: Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).

Tender No. : OC19000061

Name of Bidder:

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

(SIGNATURE OF BIDDER)

ANNEXURE - VI

BID VALIDITY

Name of Work: Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).

Tender No. : OC19000061

Name of Bidder:

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

(SIGNATURE OF BIDDER)

Contd.. 14

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (√) the box for this details furnished in the bid.

1. Power of Attorney in the name of the signatory of the bid.	:	<input type="checkbox"/>
2. Submission of bid letter along with one set of bidding document.	:	<input type="checkbox"/>
3. Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	<input type="checkbox"/>
4. Earnest Money Deposit.	:	<input type="checkbox"/>
5. Valid STCC	:	<input type="checkbox"/>
6. Registration certificate under sales tax act	:	<input type="checkbox"/>
7. Equipments / tools and tackles proposed for deployment	:	<input type="checkbox"/>
8. Details of concurrent commitment.	:	<input type="checkbox"/>
9. Details of past experience	:	<input type="checkbox"/>
10. Copy(ies) of work order(s) and completion certificate(s) of the work(s) mentioned	:	<input type="checkbox"/>
11. Compliance to the requirement of bidding document	:	<input type="checkbox"/>
12. Organogram with qualification and experience of the personal to be deployed at site	:	<input type="checkbox"/>
13. Each page of the submitted tender document duly sealed & signed	:	<input type="checkbox"/>

Bidder should list the exclusion, if any, along with the reasons thereof.

(SIGNATURE OF THE BIDDER)

Name of Work: Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).

Tender No. : OC19000061

01. NAME OF BIDDER :
- ADDRESS
- PHONE NO
02. REGISTRATION NO. & CLASS :
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :
WITH DETAILS
04. PREVIOUS EXPERIENCE :
(Contractor should submit the
Work order copy and completion
Certificate along with the offer)
05. Sales Tax / VAT clearance certificate :
06. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
07. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
08. Provident Fund Code No. :
(Please furnish the copy, if any)
09. Service Tax Registration No. :

I/We hereby offer to execute the above mentioned work as per enclosed SOR (PRICED BID) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :

Place :



NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

REGRET FORM

To,

Date:.....

THE GENERAL MANAGER (COMMERCIAL & CC)
NUMALIGARH REFINERY LTD.,
DIST- GOLAGHAT,
ASSAM – 785699
Fax: 03776 - 265514

Dear Sir,

Name of Work: Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).

Tender No. : OC19000061

With reference to your above mentioned Tender Enquiry, we regret our inability to quote for the same due to _____

Yours faithfully,

Signature

Name : _____

Designation : _____

For M/s : _____

Name of the party/seal

NOTES :

1. Please mention in the blank space, the reason for not being able to quote for this enquiry.
2. The “Regret Form” shall be sent under sealed envelope so as to reach before due date of the Tender Enquiry.

Paste This Slip On the Envelope of the Offer:

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Quotation for the job of:

**‘Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).
(Tender No. OC19000061)**

Due date: 16-07-2009

To,

GM (Commercial & CC)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat
Assam – 785 699
Phone : 03776 – 265545 / Fax No.: 03776-265514

From:

M/s.....

.....

----- ✂ -----

TENDER DOCUMENT RECEIPT

Name of Work: Replacement and up-gradation of insulation on HP steam network in the Refinery (1899).

Tender No. : OC19000061

Received the tender document for the above mentioned job.

Name of the bidder : M/s.

Address :

Phone & fax :

Contact Person :

Sign of the Bidder/Representative

Date :

Kindly return this receipt to **Commercial Dept. NRL Site**

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

110.0 ARBITRATION:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral an / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.
- d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider an deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Managing Director.

- e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
 - f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
 - g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
 - h) The parties hereby agree that the courts in the town 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 hereunder shall be filed in the concerned courts in the town of Golaghat only.
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TENDERS FROM NSIC / SSI UNITS

The following procedures are applicable in regard to invitation of tenders from NSIC /SSI Units:

I. Earnest Money / Security Deposit need not be taken from these Units.

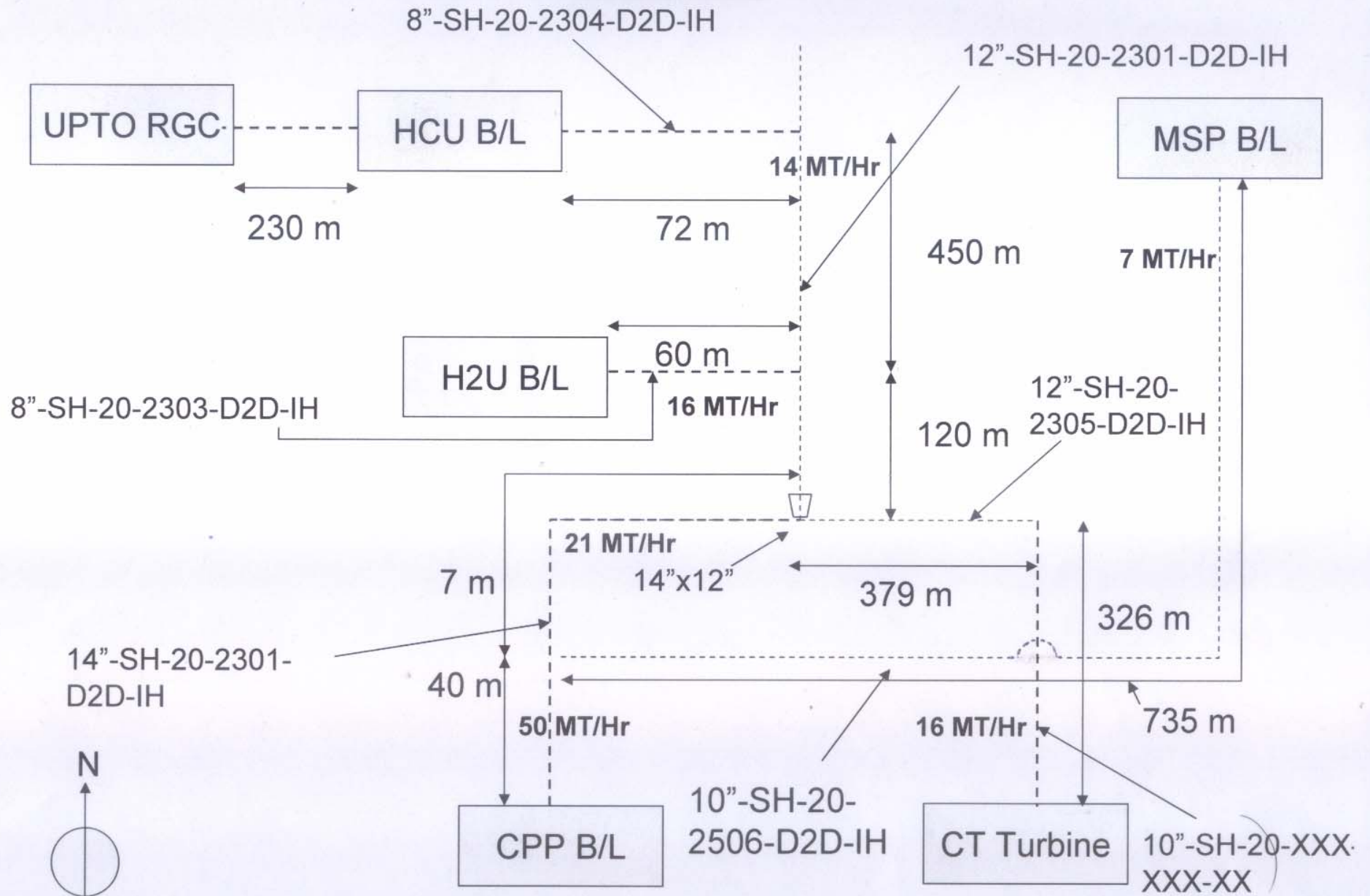
II. Tender sets may be given free of cost.

The above are subject to the fulfilling of under mentioned conditions, which should be clearly indicated in the tender conditions: .

- a) SSI Units should be registered with National Small Scale Industrial Corporation Limited (NSIC).
- b) The Unit should be registered for the item tendered.
- c) The monetary limit indicated in NSIC registration certificate should cover value of items ordered.
- d) Registration Certificate is valid as on date of order.
- e) Photostat copy of valid NSIC registration certificate should be submitted in support.

Registration with DGS&D will not entitle a Tenderer to claim exemption from Security Deposits.

DRAWING No. 2



Note: Distances (metre) and flows (m³/hr) as shown above are approximate.
Sketch – not to scale.