

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



**TENDER DOCUMENT
FOR**

**Contract for Conversion of P&ID from AutoCAD to intelligent
P&ID (NRL/C08/00303)**

Tender No. OC08000019/USH

[Total no. of pages against the tender = 23 pages i.e. 1 page N.I.T., 19 pages tender document & 3 pages SOR and sample annexures in zip folder]

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

PART-I: UNPRICED BID

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

LETTER INVITING TENDER

	Date : 30 th April 2012
	Contact Person : Mr. Usha Kakati; Officer (Commercial)
	Phone : 03776 265785
	E-mail ID : usha.kakati@nrl.co.in
	Our Reference : OC08000019/USH

Sub: “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)”

Tender No.: OC08000019/USH

Dear Sirs,

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

1. **Name of the work** : Contract for Conversion of P&ID from AutoCAD to intelligent (NRL/C08/00303)
2. **Earnest Money Deposit** : Rs.7,000/- (Rupees Seven thousand) only
3. **Contractual Period** : Six (06) months from the handing over of the drawings and documents and acceptance of the same by the vendor.
4. **Last date & time for receipt of bid** : Upto 15.00 hours on **22-05-2012**
5. **Date & time of Opening of bid** : After 15.30 hours on **22-05-2012**
6. **Place of submission of Bid** : DGM (Commercial & Legal)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat, Assam – 785 699
Phone : 03776 – 265815 / Fax No.: 03776-265514

7. **Submission of Bid** :

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

PART I : One copy of “UN-PRICED BID”, complete with **Tender Document**, Technical & Commercial details, relevant documents etc. **duly signed & stamped on each page & Earnest Money Deposit** other than the priced bid.

PART II : One copy of “PRICED BID” with **Schedule of Rates duly filled, 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:

“Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)”

(Tender No. OC08000019/USH)

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. **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.

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

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

10. **Rate:**

Rate should be quoted both in figures and words as per enclosed Schedule of Rates i.e. **Priced bid**.

In case more than one agency becomes L1 after this exercise, the successful agency shall be determined through lottery.

11. **Security deposit:**

Agencies 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.

It may be mentioned that, NRL shall retain 10% of each running bill as security deposit which will be released after a period of 06 months from submission of the last drawing i.e. 100th drawing by the vendor (Refer special conditions of contract). The amount to be released at this stage will be according to the outcome of the review and corrections pointed out by the client.

12. **Defect Liability Period:**

06 (six) months

15 **Measurement of work:**

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

16. **Terms of payment (TOP):**

Payment will be released after checking, verification, correction (if any) and final acceptance by E-I-C.

Payment will be released in 04 installments after acceptance of every 25 nos. of drawings by NRL. In case NRL takes more than 01 month for initial checking and verification (Refer special conditions of contract), the vendor will be eligible for raising running bill for 25 nos. of drawings on 31st day of the submission of the last drawing of the lot.

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, works contract tax and other recoveries as applicable as per terms of the contract.

17. **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.**

18. **Penalty Clause:**

In case the agency 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.

19. **Other terms and conditions:**

- (a) **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 website www.nrl.co.in or at the Commercial Department of NRL site office on any working day during office hours. Clauses related to arbitration will only be as per the amendment enclosed as annexure wherever the term GCC appears.
- (b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) The agency will have to abide by the existing laws applicable to contract works and co-operate with other agency working at site and will not cause hindrance to other works.
- (e) The agency 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 agency and the company shall have no liability whatsoever on this account.
- (f) The agency should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **Manager (TS – Engg.), NRL** shall be the Engineer-in-charge of the work and the agency will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (i) One authorized representative of the vendor/ agency may remain present during the tender opening on the due date, time and venue.
- (j) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer Memorandum of Settlement dated 26-09-2011** arrived between the two Unions and Contractor's Association namely Numaligarh Refinery Workers' Union, Accord Refinery Workers' Union and Numaligarh Refinery New Contractors' Association respectively on wage revision for the Contract workmen engaged in Numaligarh Refinery Limited, in the Office of the Conciliation Officer and Assistant Labour Commissioner (Central), Dibrugarh. This MOU is available at NRL Website nrl.co.in/tender (under heading "Wages of Contract Workmen").
- (k) No mobilization advance will be paid to the agency for execution of this work.
- (l) Insurance shall be effected for all employees of the agency, engaged in the performance of the subject job. (Refer clause 104.1 (ii) of GCC).
- (m) **The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause 107.2 of

GCC)

- (n) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:
- i. The Contract Labour (Regulation and Abolition) Act,
 - ii. The Minimum Wages Act.
 - iii. The 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.
- (r) 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.
- (s) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected

The bidder must submit PF Code, IT PAN No and Service Tax registration Certificate (PAN based) with their offer.

**DGM (Commercial & Legal)
Numaligarh Refinery Limited**

PRE-QUALIFICATION CRITERIA

Name of Work : **Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)**

Tender No. : **OC08000019/USH**

1. Past Experience of having successfully completed similar works* during **last 10 years ending last month i.e., 31-03-2012** should be either of the following :

- 1) **One** similar job, costing not less than **Rs. 5.00 Lakh**,
- 2) OR , **Two** similar jobs, each costing not less than **Rs. 4.00 Lakh**,
- 3) OR, **Three** similar jobs, each costing not less than **Rs. 3.00 Lakh**.

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

Similar works: Bidder should have experience in **executing at least two (02) P&ID conversion project in corporate sector in Smart Plant P&ID (SPP&ID) platform. Each project should have atleast 25 nos. P&ID.**

Technical requirement :-

1. The party should have minimum three years of experience in drawing conversion in the SPP&ID software.
2. Work Order Copy and Job Completion Certificate to be provided for each job as documentary evidence.

Bidder must submit copy(ies) of relevant Work Order(s) and Completion Certificate(s) along with the un-priced bid in support of the above criteria. 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).

TDS certificate in addition to certificate issued by principal contractor/ private organization (letter of award and job completion certificate etc.) shall form the basis for considering experience and value of work executed under the private organization.

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

2. **Average Annual Turnover** during the last 3 years, ending 31st March of the previous financial year, shall be at least **Rs. 3.00 lakh**. The bidder's financial capability shall be decided based on the average annual turn over and concurrent commitments.

The bidder must submit copy(ies) financial documents – Trading and P/L account(s) – certified by Chartered Accountant along with the un-priced bid in support of the above criteria.

SPECIAL CONDITIONS OF CONTRACT

Name of Work : **Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)**

Tender No. : **OC08000019/USH**

Numaligarh Refinery Limited (NRL) is a 3 MMTPA Petroleum refinery having 07 nos. of different process units. Presently NRL has more than 200 nos. of P&IDs for these process units and most of those are in AutoCAD format. NRL also have one intelligent P&ID software called "SmartPlant" and 10 nos of drawings were converted to SPP&ID format on a sample basis. Now it is planned to convert all the P&IDs to intelligent P&ID in phased manner.

SCOPE OF WORKS :

Conversion of 100 nos. of P&IDs to intelligent P&ID compatible to

- Smartplant P&ID 2009 SP3.
- Oracle Database 10g Release2 (10.2.1.0)

CONTRACTUAL PERIOD:

Six (06) months from the handing over of the drawings and documents and acceptance of the same by the vendor.

SPECIAL CONDITIONS OF CONTRACT:

1. Size of the drawing should be same as the existing AutoCAD Drawing size.
2. All drawings will be provided in AutoCAD 2010 format and relevant data will be provided in hard copy or soft copy form. (Sample copy of one P&ID and relevant data sheets are attached for better understanding of the volume of job, refer Annexures)
3. One sample set of 02 nos of drawings covering all features to be converted before technical recommendations.
4. Vendor will be technically qualified only after successful execution of the sample project.
5. Conversion of a drawing from Auto CAD to SPP&ID including all relevant data entry will be considered as one complete drawing for payment.
6. The vendor has to thoroughly review the drawings and data at the time of collection and doubts (if any) should be clarified at this stage only. Once the drawings and data are accepted by the agency, any further clarification from the agency during migration stage may take 01 weeks per drawing to reply by NRL.
7. Since NRL need to review the drawings on continuous basis, vendor shall be responsible for delivery of the drawings phase wise on pro-rata basis. In this manner to complete 100 nos. Of drawings in 06 months period, minimum 04 nos. of drawings have to be converted per week and forwarded to NRL for verification and checking. Once a drawing is submitted, NRL may take 01 month for initial checking and verification of each drawing.

If for some reason attributable to the vendor, the pro-rata in a week could not be maintained, the backlog has to be cleared in next week. Any further slippage beyond 2nd week, the backlog will attract LD Clause. If the vendor combines the jobs of 1st & 2nd and submit to NRL for verification, NRL will have every right to extend its initial checking and verification period by another 01 week.

8. The agency needs to provide correct drawing at the very first instance. However, if any discrepancies identified by the client the same have to be corrected within one working day free of cost. If the number of corrections is more than 10 per drawing, penalty will be applicable at the rate of 10% per page per review maximum upto 30%.

However, since all the deficiency in the drawings may not get detected by NRL in the very first review, NRL shall have right to point out the deficiency requiring correction in the drawings within 06 months from the date of receiving the drawing.

9. The converted drawings need to be checked from vendor side by 02 nos. of engineers independently. The name of the engineers checking the drawings should be mentioned in each drawing for traceability.
10. Vendor has to execute the conversion job at their home office. However, vendor can have access to the software (SmartPlant) available in NRL for final installation.
11. The 100 nos. of drawing and relevant data to be converted should be incorporated in proper manner with the existing SPP&ID database in server at NRL site.
12. The vendor has to visit NRL initially to check the system and data collection and also for final installation. The expenditure on account of the visit will have to be born by the vendor.

Payment terms:

Payment will be released after checking, verification, correction (if any) and final acceptance by NRL. Payment will be released in 04 installments after acceptance of every 25 nos. of drawings by NRL. In case NRL takes more than 01 month for initial checking and verification (refer clause no. 6), the vendor will be eligible for raising running bill for 25 nos. of drawings on 31st day of the submission of the last drawing of the lot.

NRL shall retain 10% of each running bill which will be released after a period of 06 months from submission of the last drawing i.e. 100th drawing by the vendor (Refer clause No. 7). The amount to be released at this stage will be according to the outcome of the review and corrections pointed out by the client.

***** SCC*****

ANNUAL TURNOVER IN LAST THREE YEARS

Name of Work : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)”

Tender No. : OC08000019/USH

Name of Bidder :

Sl. No	Financial Year	Turnover
1	2009-2010	
2	2010-2011	
3	2011-2012	

Copies of audited Trading & P/L accounts of respective years to be provided.

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANISATION

Name of Work : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID
(NRL/C08/00303)”

Tender No. : OC08000019/USH

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)

Name of Work : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)”

Tender No. : OC08000019/USH

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** : "Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)"**Tender No.** : OC08000019/USH**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.	Delay (if any)	Reason for delay	Remarks
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(SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)”

Tender No. : OC08000019/USH

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)

COMPLIANCE TO BID REQUIREMENTS

Name of Work : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID
(NRL/C08/00303)”

Tender No. : OC08000019/USH

Name of Bidder :

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

(SIGNATURE OF BIDDER)

BID VALIDITY

Name of Work : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID
(NRL/C08/00303)”

Tender No. : OC08000019/USH

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)

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. Copy of Service Tax Registration Certificate (PAN based) | : | <input type="checkbox"/> |
| 6. Equipment proposed for deployment as per tender requirement | : | <input type="checkbox"/> |
| 7. Organogram with qualification and experience of the personnel to be deployed at site as mentioned in the SCC | : | <input type="checkbox"/> |
| 8. Details of concurrent commitment. | : | <input type="checkbox"/> |
| 9. Copy of PAN card. | : | <input type="checkbox"/> |
| 10. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you | : | <input type="checkbox"/> |
| 11. Copy of P.F. Certificate / Registration no. | : | <input type="checkbox"/> |
| 12. Compliance to the requirement of bidding document | : | <input type="checkbox"/> |
| 13. Copy of Audited Trading and profit & loss accounts as proof of turnover. | : | <input type="checkbox"/> |
| 14. 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 : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID
(NRL/C08/00303)”

Tender No. : OC08000019/USH

01. NAME OF BIDDER :
- ADDRESS :
- PHONE NO :
- E-MAIL :
- CONTACT PERSON :
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. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
06. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
07. Provident Fund Code No. :
(Please furnish the copy, if any)
08. Service Tax Registration No. :
(Please furnish the copy of PAN based
Service tax registration certificate)

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 :

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 of 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 there from 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.

Paste This Slip On the Envelope of the Offer:

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Quotation for the job of:

“Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)”

(Tender No. OC08000019/USH)

Due date: 22-05-2012

To,

DGM (Commercial & Legal)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat

Assam – 785 699

Phone : 03776 – 265545 / Fax No.: 03776-265514

From:

M/s.....

.....

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TENDER DOCUMENT RECEIPT

Name of Work : “Contract for Conversion of P&ID from AutoCAD to intelligent P&ID (NRL/C08/00303)”

Tender No. : OC08000019/USH

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**