

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	14-10-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	15-10-2026 16:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम / Department Name	Numaligarh Refinery Limited
संगठन का नाम / Organisation Name	Numaligarh Refinery Limited
कार्यालय का नाम / Office Name	Numaligarh Refinery Limited
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : diganta.das@nrl.co.in Buyer Email id: buyer10.nrl.as@gembuyer.in
वस्तु श्रेणी / Item Category	Financial Audit Services - Outsourcing of Performance & Compliance Audit; CA Firm, Audit Firm
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	19 Lakh (s)
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईएमडी राशि/EMD Amount	122000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

DGM(Commercial)

Numaligarh Refinery Limited, Ministry of Petroleum and Natural Gas

(Sarmistha Dutta)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

S.No.	Name
1	RXIL
2	M1XCHANGE
3	INVOICEMART
4	KredX

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Break-up Sheet - [1790760736.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate:As per Tender document uploaded

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:As per Tender document uploaded

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:As per Tender document uploaded

Number of partners/ qualified professionals in full time employment with DISA/CISA qualificationAs per Tender document uploaded

Number of XX fulltime CA's required and YY professional audit staffAs per Tender document uploaded

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1790761707.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The parameter wise qualification requirement is as under:-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
60	100	75	View File

Buyer Defined Total Qualifying Marks for Technical Qualification: 75

QCBS Weightage(Technical:Financial):60:40

Financial Audit Services - Outsourcing Of Performance & Compliance Audit; CA Firm, Audit Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Outsourcing of Performance & Compliance Audit
Type of Financial Audit Partner	CA Firm , Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Outsourcing of Performance & Compliance Audit
Type of Industries/Functions	Performance & Compliance Audit
Frequency of Progress Report	As per tender document
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per tender document
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Prem Kumar Pandey	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, 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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/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 सामान्य नियम और शर्तें/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.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/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.

---धन्यवाद/Thank You---

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



(Domestic Open Tender)

**TENDER DOCUMENT
FOR**

Outsourcing of Performance & Compliance Audit.

[E-file Number: PUR-IA-1013418]

Tender No: PUR1013418/SAR

Tender Type: Service (Consultancy)

Location of Execution: Numaligarh, Assam

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

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

NOTICE INVITING TENDER

Contact Persons for this tender:			
For Commercial Related Matters:		For Technical Related Matters:	
Name:	Sarmistha Dutta	Name:	Sidharth Agarwal
Designation:	Chief manager (Commercial)	Designation:	SR. Officer (Internal Audit)
E-mail ID:	sarmistha.dutta@nrl.co.in	E-mail ID:	sidharth.agarwal@nrl.co.in
Mobile Number:	9435152517	Mobile Number:	9085990473

Our Reference: Tender No. PUR1013418/SAR

Date: 30.09.2026

Tender document for the job: Outsourcing of Performance & Compliance Audit.

*Evaluation for this tender will be done on QCBS method, "Price/Purchase Preference" to MSE or Class-I or any other such bidders shall **NOT BE APPLICABLE** in this tender, as the "quoted price" is not the sole determining factor for evaluation of succesful bidder(s) in this tender.*

Further, the subject job falls under the category of public safety, health, critical security operation and equipment's etc. Hence, there will be no relaxation pertaining to 'prior turnover' and 'prior experience' for MSE and 'Start Up' bidders in this tender. [Please refer Annexure X].

Dear Sirs,

Online offers in **Two Part Bid** is invited from competent and experienced domestic (Indian) bidders by Numaligarh Refinery Ltd. for the job as detailed below:

1.	Earnest Money Deposit	Rs.1,22,000.00 (Rupees One Lakh Twenty-Two Thousand only) The EMD must be submitted online on the portal of IndusInd bank (instructions at Annexure XVII below) and its receipt must be uploaded along with the offer. If the EMD is not received along with the offer, the offer shall not be accepted. However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload a valid MSE registration certificate (as explained in Annexure 3), instead of the EMD deposit receipt, with the bid. Start-ups, as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD. Valid start-up certification in lieu of the EMD deposit receipt should be uploaded with the bid. In addition, such exempted bidders must submit a Bid Security Declaration as per format enclosed as Annexure 14.1 on Bidder's Letterhead in lieu of EMD. # Please ignore any other figure if appearing in GeM Bid / GeM Portal.	
2.	Contract Period	The duration of the contract will be for a period of 2 years which is extendable by one more year subject to satisfactory performance from the date of placement of auditors at the Internal Audit Department, Guwahati.	
3.	Place of submission of Bid	Online in the e-tender portal i.e., https://gem.gov.in Bids received by any other way of Post, Courier, Fax, Telex or Telegram or Email or in open condition etc. shall not be considered.	
4(a)	Online Bid & EMD Submission:	As per GeM bid document	Please also keep a track of the tender portal / NRL website for any

4(b)	Bid Opening date & time	As per GeM bid document	subsequent corrigendum / extension notice.
5	Bidder queries, if any / Site Visit:	Latest by 07.10.2026 Queries raised after the above date may not be entertained by NRL.	
	<i>CLARIFICATION OF BIDDING DOCUMENT</i> 1. Although the details presented in this Bidding document `consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings which have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood. 2. Clarification on bidding conditions: a) Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, ambiguity, error or omission is observed, Bidder may request information/ clarification of the Bidding Document in writing through E-mail so as to reach office of NRL not later than 07 days prior to the last date for submission of bids mentioned above. (b) Where there is disqualification of bidder on non-meeting techno-commercial requirement, bidder may submit any representation within 48 hours from the date of uploading technical recommendation (TR). NRL may respond in writing to any request for any information or clarification or query on the bidding conditions, bidding process and/or rejection of its bid - directly to the concerned bidder or by publishing in the e-tendering portal - depending on the nature & content of the information/clarification sought. 3. Any failure by the Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the contract. 4. Bidders are requested to resolve all their clarifications/queries to the Bidding Document before submission of bid and submit their bid in total compliance to Bidding Document without any deviation /stipulation /clarification /assumption. 5. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/Addendum. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, or for any reason at NRL's initiative, shall be published as a Corrigendum /Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid / submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/Addendum are liable to be rejected. 6. Bidder is also advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Any loss to the property /life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep NRL indemnified from any legal consequences arising there from.		
6	Date & Time of Pre Bid Meeting / Venue / Contact persons:	Not Applicable for this tender.	
7	Submission of Bid:	Bid documents should contain duly filled, signed / sealed / digitally signed copy of this NIT along with all requisite documents/certificates/declarations etc. The signatory of the bid documents should have valid Power of Attorney for signing the bid "or" should be the	

		proprietor. Copy of Power of Attorney “or” Proprietorship Certificate/Proof in the name of the signatory of the bid should be submitted with the bid/tender. Refer to ‘NOTE’ below. Being an e-tender the bid has to submitted online in the e-tender portal i.e. https://gem.gov.in. Kindly refer “instructions” provided in the GEM Bid Document for the detailed Bid Submission procedure. For any assistance, w.r.t. the GeM portal please contact GeM Helpdesk.
	NOTE: Power of Attorney to be issued by the bidder in favour of the authorised employee(s), for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender/tender(s) and to act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder. The Power of Attorney shall be issued as per the constitution of the bidder as follows: - a) In case of Proprietorship: by Proprietor. b) In case of Partnership: by all Partners or Managing Partner. c) In case of Limited Liability Partnership: by any bidder’s employee authorized in terms of Deed of LLP. d) In case of Public / Limited Company: Power of Attorney in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO. The Power of Attorney should be valid till award of contract / order to successful Bidder.	

8. **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, Schedule of Rates, Any other Documents, Drawings, Specifications referred in the tender and as per the direction of Engineer-in-charge.

9. **Rates:**

Item Wise Amounts in GeM price fields: Firm **ITEM-WISE AMOUNTS (inclusive of all taxes, duties, levies and GST)** should be quoted in financial bid in GeM Portal for all the SOR items. For this tender, per unit rates should not be quoted in GeM financial bid; Rather amounts (rate x qty.), including all taxes & GST should be quoted.

Price Breakup: Breakup with unit rates, GST rates, Amounts shall be separately submitted in the “Price Breakup Format” provided, as a part of the priced bid. Bidders must ensure that the unit rates, GST rates, Amounts, etc. are carefully and correctly entered in this “Price Breakup Format”, so that the figures in the breakup matches with amounts (including GST) quoted in priced bid field in GeM Portal.

In the event of any mismatch, amounts as quoted in the GeM price fields will be considered for comparison/evaluation of the tender for determining L1/successful bidder.

Please note that offers with mistakes/mismatches related to price may also be considered invalid and summarily rejected at NRL’s discretion.

NRL shall keep separate provisions for Reimbursable Expenses indicated in the SCC. (Not to be quoted).

NOTE: Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under ‘Schedule of Rate (SOR)’ but is required to complete the work which could be reasonably implied/ inferred from

the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract (SCC), Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document. Bidders are therefore advised to get themselves acclimatized with the site conditions before quoting.

The Tenderers/ Bidders are expected to quote after careful analysis of costs involved for the performance of the complete item/ works considering all specifications and conditions of contract. In case the quoted price is found to be lower than NRL's cost estimate post priced bid opening, NRL at its discretion, may ask the tenderer/bidder for the following undertaking/confirmation, including detailed price analysis from the tendered/bidder, to ensure understanding of the scope of work by the bidder and for considering the reasonableness and workability of their quote:

- (i) that they have read the tender terms and conditions and understood the scope of work completely;
- (ii) that they shall execute the job at their offered price without any deviation to the tendered specification/requirement; and
- (iii) that they shall be able to complete the job within the scheduled time.

Failure to provide unconditional confirmation to any or all of the above, within the stipulated timeline (generally 03 days, which may be extended at the request of the tenderer/bidder, at NRL's discretion and if situation warrants), shall be deemed as withdrawal of offer and necessary action under NRL's Holiday Listing Policy shall be initiated.

Variation of quoted rate(s)/price(s) shall NOT be allowed on any account after due date & time of submission of offer.

Prices quoted by the bidder, shall remain firm, fixed and valid till completion of the contract. However, in case of any revision of labour wages by NRL / Original Statutory Authority whose rates were referred in the NIT, NRL may enhance labour wage related rates, if applicable as per the relevant wage revision circular for that work location and as per conditions pre-defined in the tender document. NRL's decision w.r.t. any enhancement in labour wage related rates against a particular contract shall be final & binding.

If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

10. **Mode of tender evaluation:**

Selection will be based on a QCBS system as indicated below:

Quality and Cost based criteria (PQC)

Sl.N o.	Criteria	Marks	Maximum Marks	Documents required
1	Number of Years in operation		20	Certificate of Incorporation required
	More than 20 Years	15		
	More than 25 years	20		
2	Number of Partners of the Firm		20	Membership Certificate of ACA/FCA from ICAI
	CA Firm having minimum 10 partners of which minimum 5 partners should be FCA	20		
3	Previous experience in Internal Audit in Oil & Gas and other PSUs (other than Financial Institution)		30	Copies of Work Orders to be submitted.
	Up to 10 assignments	10		

	Up to 20 assignments	20		
	More than 20 assignments	30		
4	Proximity of Location		20	Proof of registered address of the firm required
	Firm is Registered and based in Guwahati (HO in Guwahati)	20		
	Firm is Registered and based in Assam but outside Guwahati	10		
5	Firm must be SAP Compliant		10	
	Experience of working in SAP environment is essential	10		Details of working in SAP modules to be submitted.
	TOTAL QUALITATIVE PARAMETERS		100	
	Weight of Qualitative Parameters	60%		
	L1 Bidder			
	L2 Bidder		LI bidder Price/ L2 Bidder price	
	Weight of Cost	40%		

Minimum Qualifying Marks in Qualitative Parameters: 75

Documents to be Submitted

Interested Chartered Accountant firms shall submit the following documents along with the Tender:

1. Copy of **Certificate of Practice / Firm Registration**.
2. **PAN Card** of the firm.
3. Copy of **latest Income Tax Return** filed by the firm.
4. **GST Registration Certificate**.
5. Documentary evidence in support of **financial turnover for the last three years**.
6. A duly signed **Undertaking** stating that:
 - No legal suit or criminal case is pending against the firm or its partners;
 - The firm or its partners have not been convicted for moral turpitude or violation of any law;
 - The firm is **not blacklisted** by any PSU, Government Department or organization.

11. Contract Performance Security (CPS): Applicable for this tender.

The successful bidder must submit Contract Performance Security (CPS) @ 3% of contract value (refer GCC of NRL for details) **within 10 days** from the date of notification of the award (LOA).

Same may be deposited in the form of a BG in prescribed format (provided in Annexure 15.2) or an Insurance Surety Bond (ISB) in prescribed format (provided in Annexure 16.2) or through online transfer to the designated bank account of NRL. Detailed Work Order shall be issued/signed after receipt and verification of the requisite contract performance security. Non-submission of CPS within the provided timeline may lead to termination of award, holiday listing and forfeiture of EMD and other penal actions for breach of contract.

Please refer clause 3.15, 3.24 and 3.10 of the GCC for further details.

12. Defect Liability Period: Nil

12(B). **Security Deposit:** Not applicable.

13. **Measurement of work:**

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

14. **Terms of payment:** 100% Payment will be released against monthly running bill against certification of EIC.

- Payment will be made on a monthly basis against submission of attendance sheets of deployed manpower.
- In case the CA Firm does not meet the quarterly target of 4 subjects per quarter- Service charge for that particular quarter shall be deducted.

Contractor/Supplier may submit Billing Schedule or further break-up of payment terms if deemed necessary within three weeks after placement of LOA/PO (whichever is issued earlier) for E-I-C's approval (wherever applicable). It shall be noted that such a request for break-up of payment terms shall not relieve any contractor / supplier from Liquidated Damages (LD) or Price Reduction Clause (PRC).

The above payments are subject to deductions towards security deposit, income tax and other recoveries as applicable as per terms of the contract.

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

Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.20 crores to Rs.10 crores, effective from 1st Oct'2022. Govt. has further reduced the threshold aggregate turnover for applicability of E-invoicing to Rs.5 Crores from 1st August 2023 onwards. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-compliant invoices shall not be accepted for further processing.

For payment administration or issues related to clearance of Tax Invoices, contractors/suppliers may send their request / query etc. to the e-mail ID: livdesk@nrl.co.in

15. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices including all taxes. 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. Bidder's quote in all GeM tenders shall be inclusive of GST.

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

If there is delay beyond contractual completion period for reasons attributable to Contractor, any increase in taxes & duties will be borne by the Contractor and any decrease shall be passed on to Owner.

The prices charged by the supplier/contractor should not exceed the prevailing rates charged by him from others for similar services

16. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender 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.

17. **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) 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 contract.
- (d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (e) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **CGM (Internal Audit), NRL Site, Numaligarh** 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.
- (h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice (or digitally sign the filled-in bid document file) before submission of the tender. All requisite supporting documents should be enclosed. Tenders in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (i) No mobilization advance will be paid to the contractor for execution of this work.
- (j) Contractors / suppliers and their concerned persons / workmen engaged for execution of works / services / deliveries / installation / commissioning / testing or any other activity in various operational and non-operational work areas must adhere to the “Personal Protective Equipment (PPE) Policy and Guidelines of NRL”. The Personal Protective Equipment (PPE) Policy and Guidelines of NRL is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → **Personal Protective Equipment (PPE) Policy and Guidelines of NRL (Rev-01; 08-10-2024)**.
- (k) 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.
- (l) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 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**, wherever applicable. (Refer clause 8 of GCC).

It may be noted that labour license is required from the contractor only when there is requirement for deployment of 20 (twenty) or more workers or where there is possibility of increase in number of workers to twenty or more during the contract period.

- (n) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:

- (i) The Contract Labour (Regulation and Abolition) Act,
- (ii) The Minimum Wages Act.
- (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
- (iv) The Payment of Wages Act,
- (v) The Payment of Bonus Act,
- (vi) The Employees Provident Fund & Misc. Provisions Act,
- (vii) Family Pension Scheme,
- (viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work

Provident Fund

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

ESI Fund

- a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.
- b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.

Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document

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

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

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administration, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

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

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation

- (p) **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.

- (q) **Recovery rate of materials issued to contractor on chargeable basis:** Generally in NRL contracts, scope of supply of all materials, tools & tackles, equipment, machineries and labour is entirely kept under the contractor. However, in the interest of expediting the work NRL may supply cement and reinforcement bars to the contractor on chargeable basis on their request and subject to availability at NRL. In such case the contractor has to lift the materials from NRL's warehouse in Refinery premises and transport to the worksite at his own cost.
- (r) **Gate Pass System:** "Saral Pravesh" is a platform developed by Numaligarh Refinery Ltd. for applying & issuing of smart card-based Photo Gate Pass required for entering Numaligarh Refinery premises. This is a web based application and web link is available on NRL web site (<https://www.nrl.co.in/>) under "Day to Day Applications" (Link: <https://www.nrl.co.in/icwcs/>). Any contractor, consultants, service provider, vendor who is required to deploy their employees, executives, workers, experts etc. at Numaligarh Refinery premises for execution of any work or training shall register in the "Saral Pravesh" system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA / Work Order.

- (s) **Trade Receivables Discounting System (TReDS):** Interested bidders are requested to on-board their firm in the TReDS platform and may communicate to NRL in order to avail the facilities that the portal provides.

(t) **Breach of Contract, Remedies and Termination:**

1. Breach of Contract

In case the contractor is unable to honour important stipulations of the contract, or gives notice of his intention of not honouring or his inability to honour such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to complete the Work within stipulated time. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously. As soon as a breach of contract is noticed, a show cause notice shall be issued to the contractor, giving applicable notice period, reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

If termination takes place because of a fundamental breach/ insolvency on the part of the contractor, the EIC shall issue a certificate for the value of work done, deducting from the amounts in respect of: (i) advance payments; (ii) any recoveries; (iii) taxes as due; and (iv) percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the procuring entity exceeds that due to the contractor, the difference will be a debt payable to the procuring entity. A contract may be terminated in the following cases and written communication on termination of contract should be conveyed to the contractor from Commercial Department. The Procuring Entity is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

2. Cancellation of Contract for Default

Without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if the contractor:

- i) has seriously or repeatedly breached the contract, including
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
 - b) failure to obey instructions in relation to his progress or defective work, material or plant;
 - c) breach of the prohibition against sub-contracting
 - d) Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;
 - e) Substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer
 - f) Failure to comply with the requirements regarding JVs
- ii) committed fraud
- iii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
- iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
 - a) Forfeiture of the security deposit;
 - b) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper; and
 - c) However, the contractor shall continue to fulfil the contract to the extent not terminated.

3. Termination of Contract for Insolvency

If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

4. Termination of Contract for Procuring Entity's Failure or Convenience

After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will become effective. This is not Procuring Entity's legal right- the contractor has to acquiesce. Depending on the merits of the case, the contractor may have to be suitably compensated on mutually agreed terms for terminating the contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it: (i) pending advances; (ii) other recoveries; and (iii) taxes as due.

The bidders are advised to submit valid IT PAN No, GST registration Certificate, PF & ESI registration Certificate with their offer.

For CGM (Commercial)
Numaligarh Refinery Limited

Sarmistha Dutta/ Dy. General Manager (Commercial)

PRE-QUALIFICATION CRITERIA (PQC)

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

PRE-QUALIFICATION CRITERIA (PQC)

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

A) Past Experience of having **successfully completed** similar works* during last 10 years ending last day of month previous to the one in which the original bid due date falls, should be either of the following:

- **One** similar work costing not less than **₹30.61 Lakhs**, or
- **Two** similar works costing not less than **₹24.48 Lakhs each**, or
- **Three** similar works costing not less than **₹18.36 Lakhs each**.

***Similar Works:**

*Experience in conducting Internal audits in the **Oil & Gas and Refining sectors, and other PSU (other than Banks & Financial Institutions).***

NOTE:

1) *Relevant work order copies and corresponding completion certificates are to be enclosed with offer. The completion certificate should consist of Name of Work, Work Order number & date, Actual executed value and Actual completion date. The date of completion of works as per the Completion Certificate will be considered for determining acceptability in respect of the qualifying past experience period as specified above.*

In case of non-availability of completion certificate against each work order in the above format, the supplementary information may be submitted in the form of supporting document(s) issued by the same authority/office issuing the completion certificate.

2) *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 the original bid due date falls. The values specified above are executed values, exclusive of GST / Service tax.*

3) *Unless otherwise specifically mentioned in the tender, Completion Certificate issued against incomplete / in-progress job will not be acceptable. However, successfully completed jobs of regular/repetitive nature, which are under extension for additional period, may also be accepted if Completion Certificate against the completed original contractual period (or completed extension extended) with corresponding executed value and date of completion is furnished. However, executed value pertaining to the ongoing extension period shall not be considered. [For example, if a contract is for 2+1 years, and the original 2 years or 2+1 years is completed but contract is still under extension for provisional (+1 year) / any further additional period, the certified value for only the completed 2 years or 2+1 years will be considered. However, in the same example, any Interim Work Completion Certificate for a part of the original contractual period of 2 years will not be considered]. Similarly, and unless otherwise specifically mentioned in the tender, for one-time projects where the project is successfully completed/commissioned but warranty/AMC etc. is ongoing may also be accepted if Completion Certificate against the project with corresponding executed value and date of completion is furnished.*

B) AVERAGE ANNUAL TURNOVER, of the last 3 (three) financial years, shall be at least ₹18.36 Lakhs.

Bidders to submit copies of audited profit & loss account for the last three financial years in support of annual turnovers "or" certification of annual turnovers for the last three financial years from a registered chartered accountant firm. Last three financial years mentioned above refers to immediate three preceding financial years wherever the original last bid submission date is after 31st December. In case of tenders having original last bid submission date up to 31st December and audited / CA certified turnover documents of the preceding financial year is not available, the audited / CA certified

turnover documents of the three years prior to preceding financial year will be considered. [May refer illustrative example given at Annexure-VII]

Note:- The average annual turnover is calculated by adding the turnovers of 03 the specified years, divided by 03. If a Bidder does not submit the aforementioned financial statements for three specified years, then Average Annual Turnover will be calculated based on financial figures of only those specified years for which requisite financial statements are submitted. Turnover will be considered '0' (Zero) for the year(s) for which requisite financial statements are not submitted.

Audited Annual Report / financial statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any Financial Report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

IMPORTANT NOTE TO BIDDERS:

a) Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along with their Bid. 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 in writing, 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. If the tenderer does not comply or respond by the specified date, his tender will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. If sought, the bidders can submit only the shortfall information/documents which pre-existed at the time of the tender opening and which have not undergone change since then.

So far as the submission of documents w.r.t. Pre-Qualification Criteria (PQC), after opening of the tenders is concerned, only related shortfall documents may be asked for and considered by NRL [For example, if the bidder has submitted a contract without its completion certificate, the certificate can be asked for and considered. However, no other contract (which was not enclosed or referred in their original Bid), shall be asked for so as to qualify the bidder]. That is, the bidder shall not be allowed to submit new references or documents w.r.t. PQC, which were neither enclosed nor referred to in their original Bid.

If the bidder cites any reference of a job executed for NRL in their original Bid and the bidder is not able to furnish documentary evidence, the internal records of NRL shall be considered.

b) It is to be noted that experience as main contractor will only be taken cognizance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed elsewhere under PSUs, Limited Companies, Government Departments, Quasi Government and Autonomous Bodies. However, in case of sub-contractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will also be acceptable provided the same is endorsed by Engineer-in-charge of NRL.

In support of the experience and value of work executed, the sub-contractors or contractors under private organizations, shall furnish either (i) TDS Certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or (ii) Bank Certificate indicating receipt of payment from the Main Contractor or Private Organization(s) in case of overseas executions / executions under overseas organizations. This will be in addition to the copies of the relevant work order / letter of award and corresponding completion certificate(s).

c) Consortium/Joint venture bids are not acceptable.

d) 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.

e) Disqualification: Even if an applicant meets the eligibility criteria and PQC, he shall be subject to disqualification if he (or any of the constituent partners in case of JV / Consortium / LLP) is found to have:

1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
2. On account of currency of debarment by NRL / MoPNG.

f) Contentions and Disputes: The PQC shall be interpreted on common usage of terminologies and phrases in this tender instead of legalistic and hair-splitting judgements and NRL's decision in this regard would be final. Hair-splitting, contentious or viciously legalistic interpretations of PQC criteria, disregarding the very rationale of the PQC shall not be entertained.

g) "In a tender, either the agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender." For this tender, in case offers are submitted by manufacturers (OEM/ Principals) directly, the offers corresponding of dealers shall be rejected without any further communication.

h) Possession of Valid GST registration certificate: *Unless exempted from GST registration, bidders are requested to upload their VALID GSTIN / UIN Certificate / GSTIN Number 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 which may lead to rejection of the bid. Any misinterpretation or misinformation may attract penal action including putting the bidder on holiday / blacklisting as per rules in vogue at NRL.*

BID REJECTION CRITERIA

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

Notwithstanding the above, deviation to the following clauses of Tender Document (and subsequent corrigendum/addendum, if any) shall lead to summarily rejection of Bid:

- a) Firm Price
- b) Earnest Money Deposit (Bid Security) / Bid Security Declaration / Proof of Exemption (As applicable)
- c) Specifications & Scope of Work
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Duration/Period of Contract / Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule / Liquidated Damages
- h) Contract Performance Security (Wherever applicable)
- i) Warranty / Guarantee / Defect Liability Clauses and Security Deposit, if applicable (Wherever applicable)
- j) Clause on Settlement of Disputes – Arbitration / Mediation / Jurisdiction of Court (Unless agreed by NRL at the tendering stage itself)
- k) Force Majeure & Applicable Laws
- l) Integrity Pact, if Applicable
- m) Any other condition(s) specifically mentioned in the Tender Document elsewhere, that non-compliance of the clause will lead to rejection of Bid.

AGREED TERMS & CONDITIONS (ATC)

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

DULY FILLED, SIGNED & STAMPED COPY OF THIS PRE-FILLED “QUESTIONNAIRE” SHALL BE ENCLOSED WITH BIDDER’S UNPRICED BID WITHOUT ANY DEVIATIONS. SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER’S QUOTATION”.

SN	DESCRIPTION	BIDDER’S CONFIRMATION
A	<u>SCOPE OF WORK AND SUPPLY:</u> The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates, Any other Documents, Drawings, Specifications referred in the tender and as per the direction of Engineer-in-charge.	Noted & Confirmed
B	<u>RATES:</u> Rates should be quoted in line with clause 9 above	Noted & Confirmed
C	<u>EVALUATION OF TENDER:</u> Bids shall be evaluated as per clause 10 above	Noted & Confirmed
D	<u>CONTRACT PERFORMANCE SECURITY (CPS):</u> Successful bidders shall be required to furnish CPS in line with clause 11 above	Noted & Confirmed
E	<u>DEFECT LIABILITY PERIOD:</u> Bids shall be evaluated as per clause 12 above	Noted & Confirmed
F	<u>SECURITY DEPOSIT:</u> Successful bidders shall be required to furnish security deposit in line with clause 12(B) above	Noted & Confirmed
G	<u>MEASUREMENT OF WORK:</u> Measurements shall be as per clause 13 above and as per SCC below	Noted & Confirmed
H	<u>PAYMENT TERMS:</u> Payments shall be made as per clause 14 above and as per SCC below	Noted & Confirmed
I	<u>PRICE, TAXES, DUTIES:</u> Shall be as per clause 15 above	Noted & Confirmed
J	<u>PENALTY CLAUSE:</u> Shall be as per clause 16 above and NRL’s General Conditions of Contract (GCC)	Noted & Confirmed
K	<u>GST RATE:</u> Please mention applicable GST rate (in terms of %) for the tendered job	_____
L	<u>SAC CODE:</u> Please mention applicable SAC code for the tendered items	_____
M	<u>COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):</u> The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence. In case of delay, attributable to the contractor, penalty / LD shall be applicable under the provisions of the contract / NRL’s General Conditions of Contract (GCC)	Noted & Confirmed
N	<u>COMPLIANCE TO BID REQUIREMENTS:</u> We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed
O	<u>BID VALIDITY:</u> We hereby undertake that our bid for the above stated work against Tender shall remain valid for a period of 6 (six) months from the date of bid opening.	Noted & Confirmed

P	<u>FIRMNESS OF PRICES:</u> Quoted prices shall remain firm and fixed till complete execution of the job, unless any variation/escalation is specifically mentioned in the tender document.	Noted & Confirmed
Q	<u>NON-DEBARMENT:</u> Bidders who are serving holiday listing/blacklisting/debarment orders by NRL or MoPNG 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 the bidder's offer and if the bid has resulted in a contract, the contract is liable to be terminated.	Confirmed & Submitted
R	<u>POLICIES IN WEBSITE:</u> I have read the following documents available on the NRL Noted & Confirmed Sys. Gen. Tender: PUR1012796 Page 15 of 65 website (links of which are given below) and hereby confirm my understanding and acceptance of the same. Links: Holiday Listing Policy (w.e.f. 26.05.2025) nrl.co.in > Tenders > Download Manuals > Holiday Listing Policy (w.e.f. 26.05.2025) ☐ Links: General Conditions of Contracts w.e.f. 09.09.2024 nrl.co.in > Tenders > Download Manuals > General Conditions of Contracts w.e.f. 09.09.2024 ☐ Links: Contractors' Performance Evaluation Procedure w.e.f. 01.08.2021 nrl.co.in > Tenders > Download Manuals > Contractors' Performance Evaluation Procedure ☐ Links: Circular of Wages for Contract Workmen w.e.f 01.01.2024 for the Refinery nrl.co.in > Tenders > Download Manuals > Circular of Wages for Contract Workmen w.e.f. 01.01.2024 for the Refinery	Noted & Confirmed
S	<u>Bid Security Declaration</u> (for EMD exempted bidders): Bidders must submit a Bid Security Declaration as per format enclosed as Annexure-14.1 on Bidder's Letterhead in lieu of Earnest Money Deposit (EMD). This declaration must be submitted by only those bidders WHO ARE ELIGIBLE for any exemption from EMD that may be applicable (as per stated policy).	Noted & Confirmed
T	<u>PRICE BID UNDERTAKING:</u> 1. I have submitted the Priced Bid for the above mentioned work and related activities as envisaged in the Bid document. 2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them. 3. I offer to work at the rates indicated in the price Bid, inclusive of all applicable taxes except GST.	Confirmed & Submitted
U	All other terms and conditions shall be as per NRL's 'General Condition of Contracts'.	Noted & Confirmed

SIGNATURE OF AUTHORISED SIGNATORY : _____

NAME OF AUTHORISED SIGNATORY WITH DESIGNATION : _____

NAME OF BIDDING FIRM /COMPANY/AGENCY : _____

COMPANY SEAL : _____

DATE : _____

SPECIAL CONDITIONS OF CONTRACT (SCC)

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

Firm Profile

- A) **Chartered Accountant firm** based in Assam. The Firm should be registered in Assam.
- B) **Minimum 20 years of experience** in the field of **Internal Audit and Risk Advisory Services**.
- C) The **Chartered Accountant firm should have at least 10 Partners** out of the which, at least **5 partners must be Fellow Member (FCA) of the Institute of Chartered Accountants of India (ICAI)**.
- D) **Mandatory exposure to SAP / ERP audits**, covering modules such as **MM, FICO, PM, HR, SD**, etc.

I. Manpower Deployment Requirements

- A) The firm must have sufficient partner strength and manpower to undertake a **continuous audit engagement for at least two (2) years** extendable by another year
- B) Minimum manpower deployment:
 - At least **three (3) personnel** to be deployed and stationed in **Guwahati** at a time during audit activities at **NRL Corporate Office and Refinery Site**.
- C) Audit activities will require **periodic visits to the Refinery location**, in addition to audit work at the Corporate Office, Guwahati.
- D) All personnel deployed must be well-versed with SAP functionalities and data extraction/analysis.

II. Qualification Criteria for Auditors Deployed

Qualified CAs (Two Nos.)

i) Sr. Auditor

Minimum **03 year post-qualification experience** in audit assignments.

Adequate hands-on experience in SAP environment is mandatory.

ii) Jr. Auditor

Minimum **01 year post-qualification experience** in audit assignments.

Adequate hands-on experience in SAP environment is mandatory.

iii) Audit Assistants (One No.)

Should be a at least B.Com/M.Com/MBA

- In addition to his Audit work, he will be given assignments for generation of Monthly/Quarterly MIS and will be required to follow up for Action Taken Reports (ATR) against published reports

Note :

- ❖ Bidder should provide the CVs of the persons they intend to put on the assignment along with their Technical Offer of their Bid. The same will be reviewed by NRL and if not satisfied may advise change of the persons which the CA Firm has to oblige.

- ❖ Once the persons to be posted are approved by NRL, the replacement of the assigned persons with any other person of similar qualification and experience can be considered only with prior approval of HOD of Internal Audit Department.

III. Audit Methodology and Deliverables

- A) The firm must possess the capability to use **audit tools, data analytics tools and SAP-based audit tools/programs** during audit execution.
- B) NRL's business processes are **SAP HANA-driven**; therefore, the audit team must have strong SAP knowledge to extract, analyze and interpret system data.
- C) Audit reporting cycle:
 - **Four (4) audit subjects per quarter**, aligned with the Internal Audit Department's approved business plan.
- D) There shall be **monthly review meetings** with the **Head of Internal Audit, NRL**, to:
 - Discuss audit observations,
 - Review progress and deliverables, and
 - Address bottlenecks or constraints, if any.

IV. Other Terms & Conditions

- The assignment is for a period of **two (2) years extendable by another 1 year**, The selected firm shall be required to **maintain a pool of qualified CAs for deployment at short notice**.
- Submission of Tender does not guarantee selection. NRL reserves the right to accept or reject any or all bids without assigning any reason.
- Confidentiality and non-disclosure agreement to be signed before commencement.
- In-case of any clarification required the concerned firm may be asked for clarification/discussions through on line mode. Further, any clarification sought by concern firm, they may also contact as per details provided in SINo.10.
- Evaluation will be done on QCBS methodology as per Point No.10 (**Mode of tender evaluation**)
- No TA/DA or any out of pocket reimbursements shall be paid for audit assignments at NRL Corporate office. For outstation audit assignments to Numaligarh or any other NRL location, travel expenses will be reimbursed at actuals, accommodation shall be arranged by NRL subject to availability and food shall be borne by auditors themselves.
- The bidders must quote lumpsum monthly amount as per Schedule of Rates (SOR) payable towards deployment of two CAs and one Audit Assistant as indicated in Scope of Work.
- The duration of the contract will be 2 (two) years from the date of placement of auditors. There will be a provision for further extension of another 01 (one) year subject to satisfactory performance. There will be a quarterly internal evaluation to assess the performance of the CA Firm / requirement for the job and incase of unsatisfactory performance / cessation of requirement of the job, the contract may be terminated prior to the contractual completion date.
- Bidder should provide the CVs of the persons they intend to put on the assignment alongwith their Technical Offer of their Bid. The same will be reviewed by HOD of Internal Audit Department and if not satisfied may advise change of the persons which the CA Firm has to oblige.
- Once the persons to be posted are approved by NRL, the replacement of the assigned persons with any other person of similar qualification and experience can be considered only with prior approval of Engineer-in-Charge.

- NRL will provide access to SAP and other Systems including Internet and VPN connectivity subject to filling up necessary forms and submission of NDA. (Non-Disclosure Agreement). However, Audit Assistants shall be provided working laptops from the CA Firm itself.
- Working space will be provided by NRL. However, no lodging facility will be provided as the Auditors are expected to be based in Guwahati.
- Bidder should make sure that their price bid contains only price. Any condition directly or implied recorded in Priced Bid shall be ignored or Bid shall be summarily rejected.
- NRL shall deduct TDS/anv other tax/levy,' as per prevailing rules/rates.
- Bidders to quote their most competitive rates. Negotiation will not be conducted as a matter of routine. However; corporation reserves the right to conduct negotiations.

SCOPE OF WORK

The broad scope of work for the CA Firm will be to carry out Internal Audit and provide audit assistance to Internal Audit Function as detailed below:

1. The normal office timing of NRL will be applicable (5 working days in a week). Holidays as per NRL Holiday list is to be applied.
2. The work will be periodically reviewed by **Senior Partner** of the CA Firm.
3. The Incumbents will carry out periodic and concurrent review of specific audit areas as per the direction of HOD of Internal Audit Department along with publication of the reports within a specified time frame.

Deliverables

Completion of Audit Subject based assignments within the scheduled time frame as advised from time to time and submission of reports/findings. The areas to be covered are 16 Audit subjects out of the Audit Universe . Sixteen (16) Audit subjects will be allotted to the CA Firm on year to year basis. The CA Firm is expected to design the Audit Check List in consultation with the IA Dept. before carrying out the Audit. The Guidelines laid down in the Audit Manual shall be adhered to during conduct of the Audit .

Performance & Compliance Audits – at least 16 subjects as per the annual Audit Plan approved by the Audit Committee of Board (ACB). This will include subjects in Finance, Procurement & Contracts(Commercial) , HR, Maintenance etc.

Total audit subjects: Not less than **16 subjects** over the engagement period per year 16 nos of Audit subject will be from NRL approved Audit Universe.

LIST OF ANNEXURES

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

Number	Short Description
Annexure-I	Details of Equipment tools & tackles (Not applicable for this tender)
Annexure-II	Details of similar works done during the past ten years
Annexure-III	Concurrent commitments of tenderer
Annexure-IV	Proposed site organogram
Annexure-V	Compliance to bid requirements
Annexure-VI	Compliance to Bid validity
Annexure-VII	Annual turnover in last 3 years
Annexure-VIII	Checklist for submission of bids
Annexure-IX	Bidder details
Annexure-X, X-A	Tender from Micro & Small Enterprises, Start-ups Self-declaration of being service provider of the offered service [<i>NA for this tender being QCBS tender except EMD exemption</i>]
Annexure-XI	Settlement of Disputes
Annexure-XII	Self-Declaration of black/holiday listing
Annexure-XIII	Price bid undertaking
Annexure-XIV	Tender acceptance letter
Annexure-XV	Indemnity bond cum undertaking
Annexure-XVI, XVI-A	Sharing of land border with India, Form-A
Annexure-XVII	Instructions for ONLINE EMD submission
Annexure-XVIII-A, B, C, D, E	PPLC Policy, Format-2A, 2AA, Format-2B, Format-2C, Applicable Govt. guidelines on PPP-MII Order - 2017 [<i>NA for this tender being QCBS tender except Format 2A declaration</i>]
Annexure-XIX	Signing & Stamping of Contract
Annexure-XX-A, B, C	Proforma of Bank Guarantee for Contract Performance Security, Proforma of Surety Bond for Contract Performance Security, Proforma of Bank Guarantee for Security Deposit
Annexure-XXI-A, B	Proforma for Bank Guarantee for Earnest Money Deposit, Proforma for Surety Bond for Earnest Money Deposit (Not applicable for this tender)
Annexure-XXII, XXII-A	Bids containing exceptions/deviations
Annexure-XXIII	Bid Security Declaration
Annexure-C	Integrity Pact (Not applicable for this tender)

(Not applicable for this tender)

ANNEXURE-I

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

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 THE AUTHORISED SIGNATORY OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS**Job Name : Outsourcing of Performance & Compliance Audit.****Tender No. : PUR1013418/SAR****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 THE AUTHORISED SIGNATORY OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER**Job Name : Outsourcing of Performance & Compliance Audit.****Tender No. : PUR1013418/SAR****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 THE AUTHORISED SIGNATORY OF BIDDER)

PROPOSED SITE ORGANOGRAM

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

Name of Bidder :

Our site organization 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 THE AUTHORISED SIGNATORY OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS**Job Name : Outsourcing of Performance & Compliance Audit.****Tender No. : PUR1013418/SAR****Name of Bidder :**

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

(SIGNATURE OF THE AUTHORISED SIGNATORY OF BIDDER)

ANNEXURE-VI

BID VALIDITY**Job Name : Outsourcing of Performance & Compliance Audit.****Tender No. : PUR1013418/SAR****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 put us on watch list/holiday list/banning list and/or forfeit the Earnest Money Deposit paid by us along with the bid.

(SIGNATURE OF THE AUTHORISED SIGNATORY OF BIDDER)

AVERAGE ANNUAL TURNOVER OF LAST THREE FINANCIAL YEARS**Job Name : Job***Name****Tender No. : XCXX000XXX****Name of Bidder :**

Sl. No	Financial Year	Turnover
1		
2		
3		
Average Annual Turnover:		

Bidders to submit copies of audited profit & loss account for the last three financial years in support of annual turnovers “or” certification of annual turnovers for the last three financial years from a registered chartered accountant firm. The last three financial years mentioned above refers to immediate three preceding financial years wherever the original last bid submission date is after 31st December. In case of tenders having original last bid submission date up to 31st December and audited / CA certified turnover documents of the preceding financial year is not available, the audited / CA certified turnover documents of the three years prior to preceding financial year will be considered.

Note:- The average annual turnover is calculated by adding the turnovers of 03 the specified years, divided by 03. If a Bidder does not submit the aforementioned financial statements for three specified years, then Average Annual Turnover will be calculated based on financial figures of only those specified years for which requisite financial statements are submitted. Turnover will be considered ‘0’ (Zero) for the year(s) for which requisite financial statements are not submitted.

Audited Annual Report / financial statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any Financial Report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

ILLUSTRATIVE EXAMPLE:-

- *If the due date for submission of bid is up to 31.12.2022; **Say 31.12.2022 or before** you may submit turnover documents for **19-20, 20-21, 21-22** “OR” **18-19, 19-20, 20-21** if 21-22 is not yet finalized.*
- *But, if the due date for submission of bid is after 31.12.2022; **say 01.01.2023 or after** you have to submit turnover documents for **19-20, 20-21, 21-22** only.*

[The above is an example only and actual FYs shall depend on the actual due date for submission.]

(SIGNATURE OF THE AUTHORISED SIGNATORY OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS**Job Name : Outsourcing of Performance & Compliance Audit.****Tender No. : PUR1013418/SAR****Name of Bidder :**

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

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

1. Power of Attorney “or” Proprietorship Certificate/Proof in the name of the signatory of the bid.	
2. Earnest Money Deposit (EMD) / MSE Certificate, as applicable.	
3. Full set of the tender document with every page duly filled, sealed & signed.	
4. Copy(ies) of work order(s) and corresponding completion certificate(s) or any other relevant documents in support of past experience(s) to clearly meet the PQC.	
5. Copy of Audited Trading and profit & loss accounts or certificate from CA as proof of turnover to meet the PQC.	
6. Other certificates/license/proof as stipulated in the PQC requirements (if any)	
7. Copy of VALID GST Registration Certificate / Number	
8. Copy of PAN Card	
9. Copy of PF Registration Certificate	
10. Copy of ESI Registration Certificate	
11. Category of MSE registration (UDYAM registration certificate to be submitted) – if applicable	
12. Any other certificates, licenses, etc. as sought in the PQC or SCC (if any)	
13. 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-A)	
14. Integrity Pact Document duly signed & sealed (if applicable)	

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.

(SIGNATURE OF THE AUTHORISED SIGNATORY OF BIDDER)

Bidder Details

Name of the Bidder	
Address- Registered Office (<i>& website, if available</i>)	PIN:
Address- Place of business (Office from where GST invoice will be raised if different from above)	PIN:
Contact Person for bid	Name & designation: Email ID: Mobile:
Nature of Business	
Constitution / Legal status	(<i>Prop. / Co./PSU/Govt etc.</i>)
NRL Vendor Code	(<i>if available</i>)
PAN	(<i>mandatory #</i>)
GSTN	(<i>if registered #</i>)
CIN	(<i>if available #</i>)
PF regn.	(<i>if registered #</i>)
ESIC regn.	(<i>if registered #</i>)
BANK A/C & IFSC	(<i>###</i>)
UDYAM (MSME)	No. : (if available #) Micro ☐ / Small ☐ / Medium ☐ Service ☐ / Manufacturing ☐ / Trading ☐
Authorised Signatory / Attorney	Name & designation: Date: Place : (SIGNATURE)

Attach copy

Attach cancelled cheque copy

*Evaluation for this tender will be done on QCBS method, “Price/Purchase Preference” to MSE or Class-I or any other such bidders shall **NOT BE APPLICABLE** in this tender, as the “quoted price” is not the sole determining factor for evaluation of successful bidder(s) in this tender.*

Further, the subject job falls under the category of public safety, health, critical security operation and equipment's etc. Hence, there will be no relaxation pertaining to 'prior turnover' and 'prior experience' for MSE and 'Start Up' bidders in this tender.

Information to bidders on NRL's Policy for Micro and Small Enterprises (MSEs) & Start-Ups

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

Policy for Micro and Small Enterprises (MSEs) & Start-Ups

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
- Gazette Notification no. 2119(E) dated 26.06.2020
- FAQs issued by Development Commissioner (MSME) OM F.No. 1(3)/2018-MA, Part-III dated 25th March, 2022
- DoE OM No. F 1/4/2021-PPD dated 18.05.2023 on concurrent application of PPP-MSE (order 2012) and PPP-MII (order 2017)
- MSME D.O. No. P-11/3/2023-Policy-DCMSME) dtd. 28.3.2025 (Gazette notification S.O. 1364(E) dtd.

21.03.2025 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 may not be considered for evaluation as MSE.
- iii) The Udyam Registration Certificate shall be valid. The certificate may be verified online during the bid evaluation and particulars submitted must be found to be valid in the Udyam website.

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 aforementioned 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

(CPPP) <http://eprocure.gov.in/eprocure/app> or GeM portal or can be obtained from the Office of General Manager (Commercial). NITs are also published in NRL Website www.nrl.co.in

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

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

3. Price preference for MSE Bidder:

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% (evaluated price) 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. *[Refer point F(i) for applicability]*

Matching of L1 price shall be offered to MSEs in the sequence of their ranking (i.e., L2, L3, L4 and so on).

In case of more than one such MSE within the L1+15% band, the supply shall be shared proportionately (to tendered quantity) provided such MSE bidders matches the L1 price.

- 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 tender may be split to enable ordering of 25% of tender quantity to MSE bidder(s) within the price range of L1 bidder's price + 15% subject to their matching L1 bidder's evaluated price. *[Refer point F(i) for applicability]*
- In case where tender quantity can be split and MSE vendor is already getting order for more than 25% of the tender value by being L1 or through matching L1 price, no additional purchase preference is required to be given in that tender. In such cases, the sequence of matching L1 bidder's price shall start from the splittable item with highest amount onwards. Once 25% of the tender value is achieved for MSE vendor(s), no additional purchase preference is required to be given in that tender.
- 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., 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 above order of preference and so on.*

v) For Services only:

- *In case the tendered scope cannot be split, 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 above 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).

vii) For Supply of Goods as well as Services:

In case when the contract is awarded to an MSE bidders matching the L1 price refuses or fails to execute the supply/service after award, the quantities or unexecuted quantities may be subsequently offered to any of the other MSE bidders (not selected for award so far, and falling within the price band of L1+15%), in the sequence of their ranking (i.e., L3, L4 and so on) subject to their matching the evaluated L1 price. In absence of such MSE bidder, the quantity may be offered to the original L1 agency (non-MSE).

- In case of "refusal", subsequent award to next eligible agency shall be done within original or extended offer validity.
- In case of "failure", unexecuted quantities shall be offered to the next eligible agency within maximum one year from the original date of award.

Defaulting supplier/contractor shall be subject to penalties as per procedure.

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

- The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro or Small Enterprise as per latest definitions under MSME rules or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded with his bid for evaluation by the buyer.
- As per Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT), subject to meeting of quality and technical specifications. An entity shall be considered as a 'start-up'-

- a) Up to ten years from the date of its incorporation/ registration.
 - b) If its turnover for any of the financial years has not exceeded Rs 100 (Rupees Hundred) crore
 - c) It is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
 - d) Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognized as Startup by DPIIT.
- This waiver of prior turnover and prior experience will not be applicable for items related to public safety, health, critical security operation and equipment's etc.
 - If PTR for MSEs is not completely waived off but proposed to relax the same up to certain extent compared to PQC set for other non MSE bidders, in such cases, prior experience may be partially relaxed, however, prior turnover will remain waived off.

F. Applicability of the Policy

- i) For a participating bidder, MSE status shall be considered for purchase (price) preference in respect to procurement of goods and services only, if the vendor is registered as MSE. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders/Distributors/Sole Agents are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documents in this regard shall be uploaded along with the bid in respect of the offered product or service and buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid.
- ii) Policy meant for procurement of only goods produced and service rendered by MSEs. However, traders /resellers /distributors /authorized agents will not be considered for availing benefits under Public Procurement Policy 2012 for MSEs, except exemption from payment of EMD.
- iii) Public Procurement Policy is applicable for supply of goods and services. Works contract is not covered under the PP Policy for MSME. Accordingly, the clause D 3 (Price preference for MSE bidder) and clause E (Relaxation of past track record (PTR) for MSEs and Startups) as mentioned above will not be extended to works contracts.
- iv) The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

G. Providing MSE benefits to Medium category bidders

As per amendment made in Micro, Small and Medium Enterprises Development Act, 2006 vide S.O. 2119(E), dated the 26th June, 2020, and published in Govt. of India gazette notification dated 18th October 2022.

The notification states that - " (5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change."

Further it was clarified vide Press Release published on 19th October 2022 in Govt of India website <https://pib.gov.in/PressReleaseIframePage.aspx?PRID=1869091> that, - "Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc."

Therefore, a Medium category bidder can claim for benefits provided to MSEs as per our tender conditions, provided the bidder is eligible by meeting the conditions stipulated in the gazette notification stated above.

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

SETTLEMENT OF DISPUTES

All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavored to be amicably settled by the parties in the following manner:

- a) At the first instance by the Engineer-In-Charge/ Purchase Officer.
- b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorized representatives of Chief Executive of NRL.
- c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- d) In case party is not satisfied with the above, the matter will be referred to Arbitration.
- e) The option of amicably settling the dispute will be open at any time during and post arbitration or court litigation or Tribunal or in any other jurisdictional forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other jurisdictional forum(s).

ARBITRATION

- i. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- ii. Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or the company, as the case may be.
- iii. On receipt of such letter referring the dispute to Arbitration, Managing Director or any other officer of the Company delegated by Managing Director shall, within 30 days from the receipt of the said letter, suggest to the parties the names of three persons, who are 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 for selection of one of them for appointment as a sole Arbitrator, to adjudicate the dispute(s) between the parties.
- iv. If while referring the dispute to Arbitration the parties mutually agree that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person, who is not forbidden to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute.
- v. 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.
- vi. 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.
- vii. Place of arbitration shall be unless otherwise agreed by the parties, will be Numaligarh Or Guwahati as mutually agreed.
- viii. 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 or Guwahati 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(s) / Arbitral tribunal shall be filed in the concerned courts in the District Court of Golaghat or Kamrup Metro.

- ix. Notwithstanding anything contained in the contract between the parties, the aforementioned clause nos. (i) to (viii) shall be applicable only in case where the value of dispute between the parties, including the claim, counter claim, or set off is less than Rs. 10 Crores, for contracts of domestic procurements.
- x. In case of a value of the dispute is above Rs. 10 Crores for contracts of domestic procurements, the party shall have to approach the Managing Director, NRL for Mediation.

MEDIATION

I. Initiation of Mediation

For disputes valued above Rs. 10 Crores, the concerned party shall approach the Managing Director of NRL with their claim. Upon receiving such a request, the Managing Director shall refer the matter to a High-Level Committee (HLC) for mediation, where applicable.

II. High-Level Committee (HLC)

A High-Level Committee will be constituted by the MD of NRL, comprising a Chairman and two Members, following these guidelines:

a. Chairman

The Chairman will be selected from individuals of high integrity from the following categories:-

- Retired Civil Servant not below the rank of Joint Secretary.
- An officer who has served as an Independent External Monitor (IEM) at any Public Sector Undertakings (PSUs).
- Retired High Court or Supreme Court Judge.

b. Members

Members will be individuals who had superannuated from any Central Oil PSUs not below the rank of CGM.

III. Mediation Procedure

Mediation shall be conducted within the territorial jurisdiction of a court or tribunal competent to decide the subject matter of the dispute in accordance with the Mediation Act 2023. Mediation under this Act must be completed within one hundred and twenty days from the date fixed for the first appearance before the mediators.

IV. Post-Mediation Recourse

In the event of the failure of the mediation process, the parties retain the right to pursue appropriate legal recourse.

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.

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

(SIGNATURE OF THE AUTHORISED SIGNATORY OF BIDDER)

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

SELF DECLARATION OF DEBARMENT / BLACK LISTING / HOLIDAY LISTING & ALLIED FIRMS

(1) SELF DECLARATION OF DEBARMENT / BLACK LISTING / HOLIDAY LISTING

I/We hereby declare that I am / we are currently not serving any holiday listing/black listing/debarment orders issued by Numaligarh Refinery Limited (NRL) or Ministry of Petroleum & Natural Gas (MoPNG) debarring me/us from participation in tendering or carrying on business dealings with NRL/MoPNG.

I/We understand that bids from the bidders who are on holiday list by NRL or MoPNG will not be considered.

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

Note: “Ministry of Petroleum & Natural Gas (MoPNG)” is the Administrative Ministry of NRL and the term in this context shall mean the ministry itself and not the other PSUs or Departments under it.

2) DECLARATION OF ALLIED FIRMS OF THE BIDDER

I/We hereby declare that following are my/our allied firm(s) (as defined in NRL's holiday listing policy):-

Name(s), PAN and GST number(s) of our allied firms are as follows:-

Sl. No.	Name of Allied Firm	PAN	GSTN

It is understood that in case of debarment of me / my agency / company by NRL, the debarment shall be automatically extended to my/our allied firms.

(SIGNATURE OF THE AUTHORISED SIGNATORY OF BIDDER)

Date:

Place:

Note: Please refer NRL's current “Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers” available in NRL website www.nrl.co.in for details. [www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy]

PRICE BID UNDERTAKING

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

1. I have submitted the Priced Bid for above mentioned work and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes and GST.

Yours Faithfully,

(SIGNATURE OF THE AUTHORISED SIGNATORY OF BIDDER)

TENDER ACCEPTANCE LETTER

Annexure-XIV

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1013418/SAR

Dear Sir,

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

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

3. The corrigendum(a) / addendum(a) 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 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 Faithfully,
(Signature of the Authorised Signatory of bidder, with Official Seal)

INDEMNITY BOND CUM UNDERTAKING**Job Name : Outsourcing of Performance & Compliance Audit.****Tender No. : PUR1013418/SAR****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**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 (or within due date as per GST laws).
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month (or within due date as per GST laws).
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

Signature of the Authorized Signatory of the Indemnifier / Bidder

Name:

Designation:

Seal:

Date:

SHARING OF LAND BORDER WITH INDIA

Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Department of Expenditure Order (Public Procurement No. 4) ref. No.F.7/10/2021-PPD (01) dated 23.02.2023 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 as specified in the DoE Order referred above.

Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity 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:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) an agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of 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---

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. 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. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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. Non-submission of Form A may lead to disqualification for Techno-Commercial evaluation of the submitted bid.

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.

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

FORM A

CERTIFICATE OF COMPLIANCE
(On Company's Letter Head)

To,
CGM (Commercial)
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details :

Job Name : Job***Name

Tender No. : XCXX000XXX

Sl.	Bidder's Undertaking	Please put Yes (✓) or No (X), as applicable
1	(A) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country".	
	(B) Or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
2	(A) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."	
	(B) Or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
3	(A) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."	
	(B) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement." [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	

Place :

Signature of Authorized Signatory :

Date :

Name of Signatory :

Designation :

Seal of the Company :

Job Name : Outsourcing of Performance & Compliance Audit.
Tender No. : PUR1012780

Instructions: ONLINE EMD SUBMISSION (through the EMD Gateway of IndusInd)

The EMD must be submitted ONLINE within the submission due date & time specified in the NIT and tender document

through the online EMD Gateway of IndusInd Bank link as per guidance and instructions below:

1. Visit EMD Submission Gateway of NRL through IndusInd Bank at the URL:

☐ <https://nureltdindusindbank.gerpegov.com>

The link to gateway is also available in NRL Website under <https://www.nrl.co.in> → Tenders → Active Links → IndusInd EMD Gateway

A detailed 'User Manual for Bidders' is available in the EMD gateway.

☐ The manual is also available in NRL corporate website under <https://www.nrl.co.in> → Tenders → Tender Manual → IndusInd EMD Gateway Manual)

2. **Bidder Registration Screen** shall appear. Bidder must read and accept the 'Terms & Condition's and proceed to the registration page. Then fill up the bidder profile information.

3. Once registration process is completed, User ID & Password will be sent to the bidder through system generated mail shared from tenderalerts@tenderwizardhelpdesk1.in at their registered e-mail Id. During the process, bidder needs to authenticate their mail id and mobile to activate their account. Once the registration is completed, the bidder's profile is created. Now the Bidder can log in using the credentials.

1. Upon logging in, bidder will be directed to a page under "UnApplied" tab listing all tenders with pending EMD or Tender

Fee payments i.e. where bidder is yet to make any payment. Bidders can also locate specific tenders using the search criteria.

5. Bidders must click 'Request Tender Form' to proceed with the EMD payment. The EMD amount will auto-populate, and payments can be made via an NEFT Challan or the E-Payment gateway. *(It may be noted that NRL does not have any tender form and access to download or participate in the tender does not require any separate tender fee.)* (The link 'Request Tender Form' does not carry any meaning, except that it is used for making EMD payment.)

6. After click on Pay Now— Bidder will get an option for Credit Cards, Debit Cards, Net Banking, UPI and QR Code (Google Pay, PhonePe, PayTM) Bidders can select their preference and proceed further for the payment.

7. Once the transaction is complete, an acknowledgment copy i.e. EMD Deposit receipt will be generated; this can be printed or downloaded later from the bidder profile. This shall be required in the tendering process (*explained below*).

8. For any technical help, the bidders can contact EMD Gateway Support desk:
Contact No: 080-45811365, 080-45982100 and email: mail@etenderwizard.com.

9. The EMD amount, wherever applicable, is clearly indicated on the online procurement portals, namely CPPP and GeM.

However, bidders shall strictly adhere to the instructions for submission of EMD as stipulated in this tender document

only. In case of any discrepancy between the instructions provided on the online portals and those contained in this tender document, the provisions of this tender document shall prevail and supersede the instructions available on the respective portals.

☐ CPP : Since the IndusInd Bank payment gateway is not available on the CPPP procurement portal, the payment mode is reflected as Offline (BG) on the CPPP portal. In case of CPPP tenders, bidders are required to make a dummy entry in the EMD fields of CPPP by entering the Transaction ID (as mentioned on the IndusInd Bank EMD payment receipt) as the Instrument Number, the payment date as the issue date, any valid date as the expiry date, and IndusInd Bank as the issuing bank.

☐ GeM : Likewise, the IndusInd Bank payment gateway is not available on the GeM portal. Accordingly, IndusInd Bank is indicated as the Advisory Bank on the GeM portal. No EMD payment is required to be made through the GeM portal.

Upload of EMD Receipt: Bidders shall upload the EMD payment receipt along with the technical bid on the respective tender portal (CPPP or GeM), as per the provision available in the portal.

5. Bidders have the following alternative options in lieu of submission of EMD through IndusInd EMD gateway:

- a) Bank Guarantee for Earnest Money Deposit (Refer Annexure 15 & 15.1)
- b) Surety Bond for Earnest Money Deposit (Refer Annexure 16 & 16.1)
- c) Bid Security Declaration (Refer Annexure 14.1 on Bidder's Letterhead)

i. In tenders where EMD is applicable, Bid Security Declaration must be submitted by ANY BIDDER AVAILING EMD EXEMPTION within the provisions of the tender.

MSE (having valid UDYAM registration) and Start-ups (as recognized by the Department for Promotion of Industry and Internal Trade - DPIIT) are exempted from EMD (For details Annexure 3). Instead of the EMD deposit receipt, they must submit the respective proof of exemption along with their bid (For details Annexure 3):

- ☐ UDYAM registration certificate issued by Ministry of Micro, Small and Medium Enterprises (MSME)
 - ☐ DPIIT Startup Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT)
- Any other bidder availing EMD exemption within the provisions of the tender, must also submit Bid Security Declaration. Any Bidder who has submitted EMD, do not have to submit the Bid Security Declaration.

ii. In tenders where EMD is NOT applicable, Bid Security Declaration has to be submitted by ALL THE BIDDERS. This requirement shall be applicable for MSEs, Start-Ups, Govt agencies, etc. although the tender exempts EMD for all bidders.

(Not applicable for this tender)

Job Name : Outsourcing of Performance & Compliance Audit.

Tender No. : PUR1012780

Policy to provide Purchase Preference linked with Local Content (PP-LC) under Make in India (PPP-MII) Order, 2017

1. Ministry of Petroleum & Natural Gas (MoPNG) vide letter No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022** issued directive that Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 issued by DPIIT and as amended from time to time, shall be applicable to all the Public Sector undertakings under MoPNG w.e.f. 01.04.2022.

The letter further directed that, as per Para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on procuring entities under MoPNG:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, and training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculations.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the order.

2. Accordingly, excepting the 03 modifications as directed above, the latest Order issued by the Department for Promotion of Industry and Internal Trade (DPIIT) i.e., Order No. **P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024** shall be currently applicable for tenders under this procuring entity.

3. Further, Ministry of Finance, Department of Expenditure (DoE), vide OM No. **F 1/4/2021-PPD dated 18.05.2023** has issued guidelines on concurrent application of PPP-MSE Order 2012 and PPP-MII Order 2017. These guidelines shall be applicable for tenders under this procuring entity.

4. Further, MoPNG, vide letter No. **FP-20013/2/2017-FP-PNG-Part(1) (E-36682) dated 11.07.2023** has specified the Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil & gas LSTK/EPC contracts/projects. These guidelines shall be applicable for tenders under this procuring entity.

The above referred Letters/Order/OM are enclosed with this NIT for reference [*Annexure-XVIII-E*].

Other Terms & Conditions:-

a) **Price Validity:** L1 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.

b) **Negotiation:** 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.

c) Certification of Local Content:

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.

- 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 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 practicing cost accountant or practicing 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 auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

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.

(i) At bidding stage:

Bidder shall furnish the undertaking/ declaration in the enclosed **Format-2A** and break-up of local content calculation as per **Format – 2AA** in the un-priced part of the bid duly signed, sealed & stamped. [To be submitted for all tenders]

Additional format for providing the certification from the statutory auditor / cost auditor / practicing cost accountant / practicing chartered accountant, is enclosed as **Format-2B**. [**To be mandatorily submitted for contracts above Rs. 10 Crores**]

Also, format for Declaration of Minimum Local Content (Item wise, applicable for Multiple Item Splitable Tender) is enclosed as **Format-2C**. [To be submitted for all Multiple Item Splitable Tender]

(ii) After award of contract:

- 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.
- At the time of execution of project, for all contracts above Rs. 10 Crores, the contractor/supplier shall be required to give local content certification duly certified by Cost/Chartered Accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant along with running bills or milestone bills when the project is still under execution, the contractor/supplier shall be permitted to provide such certificate for local content certified by a practicing Cost/Chartered Accountant at the time of submission of final bill or within time limit acceptable to NRL/procuring entity.
- As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate, as per RBI reference rate prevailing on the on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- Procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

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

During execution, it shall be the responsibility of the supplier/contractor to ensure fulfilment of the minimum local content specified in the bidding document.

In case the contractor/supplier does not meet the stipulated local content requirement and the category of the contractor/supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, the following actions shall be taken by the procuring company:

- a. Imposition of a pre-determined financial penalty @ 10% of total contract value.
- b. Banning business with the supplier/contractor for a period of two year for breach of the code of integrity.

SIGNING & STAMPING OF CONTRACT

To ensure the enforceability of the detailed work order cum contract agreement, proper payment of stamp duty is essential for full enforceability in a court of law. NRL will procure the stamp paper and send it along with the Work Order cum Contract Agreement.

Following standard clause as provided in section 3.20 of the GCC (reproduced below) shall be included in the Detailed Work Orders by NRL, so that this document is binding upon the parties and construed as Contract.

QUOTE [*Documents referred will be suitably removed / added / filled by NRL, as applicable*]

SIGNING OF CONTRACT

“This Order ("*WO/PO/DLoA/FOA No. and date*") is issued pursuant to the Terms and Conditions mentioned in the NIT (including, inter-alia, the General Conditions of Contracts (GCC) ‘and/or’ the General Purchase Conditions (GPC) including the clause for Arbitration therein; Special Conditions of Contract ‘and/or’ Special Purchase Conditions; Schedule of Rates (SOR); General Obligations, Specifications, Drawings, Plans, Time Schedule of Completion/Delivery); ‘and/or’ Terms and Conditions mutually agreed in writing thereafter ‘and/or’ outlined herein. Acknowledgement of this Order by [*Contractor's Name*] implies an agreement to adhere to these specified terms / documents, forming a binding contract between [*Contractor's Name*] (the Contractor) and Numaligarh Refinery Limited (the Owner).”

[Sealed / Signed & Dated by – *NRL Signatory*]

[Sealed / Signed & Dated in acknowledgement by - *Contractor's Name*]

UNQUOTE

The contractor shall acknowledge receipt of the work order within 7 days of receipt. The contractor shall sign & seal (or digitally sign) the acknowledgement and return the same to NRL.

(SIGNATURE OF AUTHORISED SIGNATORY OF BIDDER)

BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

- 1) BG shall be as per the prescribed format provided below.
- 2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).
- 3) Acceptable forms of Bank Guarantee: -
- (a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

- (b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:

Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

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

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee

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

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

- (c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

PROFORMA OF BANK GUARANTEE CONTRACT PERFORMANCE SECURITY

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S. Road, Christian Basti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s Constitution....., Address..... (hereinafter referred to as "The Contractor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter of acceptance No./ Contract / Work / Purchase Order No.: dtd. and the General Purchase Conditions / General Conditions of Contract (as applicable for this contract) of the Company and upon the conditions of contractor's furnishing for the performance of contractor's obligations and/or discharge of contractor's liability under and/or in connection with the said contract up to a sum of (in figures) (in words)(only) amounting to 3% (three percent) of the contract value.

We (name)..... (Constitution)..... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith on first demand in writing and without protest or demur any and all moneys anyway payable by the Contractor to the Company under, in respect or in connection with the said contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anyway payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) (in words)only.

And the Bank hereby agrees with the Company that:

- i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Contractor arising upto and until midnight of..... with a claim period until six (6) months thereafter, i.e., until midnight of
- ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Contractor's obligations/liabilities under and/or in connection with the said contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and/or liabilities under or in connection with the said contract, and to vary the terms vis-a -vis the contractor of the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the contractor or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the contractor but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the contractor (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the contractor or any other order of communication whatsoever by the contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the contractor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.
- vii) Notwithstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within six months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.

PROFORMA OF SURETY BOND FOR CONTRACT PERFORMANCE SECURITY*(To be executed on non-judicial stamp paper of appropriate value)*

Ref.....

Guarantee No.....

To,

Chief General Manager (Commercial)

Numaligarh Refinery Limited,
 Pankagrang, PO: Numaligarh Refinery Project,
 Dist-Golaghat (Assam), India, PIN-785699

Dear Sir (s),

In consideration of you, Numaligarh Refinery Limited, having its office at [122A, G.S. Road, Christianbasti Guwahati-781005] (hereinafter referred to as the "NRL", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having awarded the Contract to [*insert name of the Contractor*] having its registered office at [*insert address of the Contractor*] (hereinafter referred to as the "Contractor", which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) in relation to [*insert Contract Name/Work Description*] pursuant to the Contract Agreement bearing Reference Number [*insert reference number*] (hereinafter collectively referred to as "Contract Documents"), we [*insert name of the Guarantor*] having our registered office at [*insert registered address of the Guarantor*] and one of its branches at [*insert relevant branch address of the Guarantor*] (hereinafter referred to as the "Guarantor", which expression shall include its successors and assigns), at the request of the Contractor, do hereby irrevocably, unconditionally, and without reservation guarantee the due and faithful performance, discharge, and compliance of all terms, conditions, and obligations under the Contract Documents by the said Contractor and unconditionally undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest, or proof of satisfaction or condition, and without reference to the Contractor, an amount of Rs. [*insert amount*] (hereinafter referred to as the "Guarantee Amount") as our primary obligation if the Contractor shall fail to perform, discharge, or comply with any of the terms, conditions, or obligations contained in the said Contract Documents.

NOW, THEREFORE, the Guarantor hereby unconditionally and irrevocably guarantees and affirms as follows:

1. This Performance Guarantee (hereinafter referred to as the "Guarantee") shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the NRL on the Guarantor until the NRL discharges this Guarantee, subject however that the NRL shall have no claims under this Guarantee after [*insert time and date including at least 03 (three) months beyond the defect liability period, plus six months' claim period*] or any written extension(s) thereof.
2. In order to give full effect to this Guarantee, NRL shall be entitled to treat the Guarantor as the principal debtor. NRL shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions contained in the said Contract Documents or to extend time for performance of the Contract or the validity period of the Performance Guarantee or the period for compliance with any obligations by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract Documents or the securities available to NRL, and the Guarantor shall not be released from its liability under these presents by any exercise by NRL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of NRL or any indulgence by NRL to the said Contractor or by any change in the constitution of NRL or its absorption, merger or amalgamation with any other person

or any other matter or thing whatsoever which under the law relating to Guarantee would but for this provision have the effect of releasing the Guarantor from its such liability.

3. It shall not be necessary for the NRL to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against the Guarantor as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Contractor to the NRL and notwithstanding that any such security shall at the time when claim is made against the Guarantor or proceedings taken against the Guarantor hereunder, be outstanding or unrealized.
4. The amount stated by the NRL in any demand, claim or notice made with reference to this Guarantee shall as between the Guarantor and the NRL for the purpose of this Guarantee be final, conclusive and binding of the amount payable by the Guarantor to the NRL hereunder.
5. The liability of the Guarantor to the NRL under this Guarantee shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the NRL, the Contractor and the Guarantor and/or the Guarantor and the NRL or otherwise howsoever related to this Guarantee or the liability of the Contractor to the NRL, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Guarantor not to pay or for any cause withhold or defer payment to the NRL under this Guarantee, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Guarantor shall be and remain liable to make payment to the NRL in terms thereof.
6. We, the Guarantor, further agree that NRL shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the aforesaid Contract Documents and the decision of NRL that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
7. This Guarantee shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Contractor or any change in the legal constitution of the Guarantor or the NRL.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Guarantor and sent by courier or by registered mail or via email to the Guarantor at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Guarantor along with branch address and delivered at our above branch and/or via email to: [*insert email ID*] which shall be deemed to have been duly authorized to receive the said notice of claim.
10. We, the Guarantor, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRL in writing.
11. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Guarantor.
12. This Guarantee issued by us is in full compliance with applicable laws of India, as amended from time to time.
13. This Guarantee is for the benefit of NRL and its successors and assigns. This Guarantee is binding not only on the Guarantor, but also on the Guarantor's successors and permitted assigns. The Guarantor shall not assign its rights and obligations hereunder to any person, insurer, company or other entity except as permitted by NRL in writing.

14. Notwithstanding anything herein:

- i. The Guarantor's liability under this Guarantee shall not exceed Rs. [*insert Guarantee Amount*];
- ii. This Guarantee shall remain in force until [*insert*];
- iii. This Guarantee shall have additional claim period of [*six*] months thereafter; and
- iv. The Guarantor is liable to pay the Guarantee Amount or any part thereof under this Guarantee only if NRL serves upon the Guarantor a written claim or demand upon the Guarantor or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [●] day of [●], [●] at [●].

SIGNED, SEALED, AND DELIVERED

For and on behalf of the Guarantor by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

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Instructions: -

- (a) The surety bond shall be from a Surety Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
- (b) The surety bond should contain the name, designation and code number of the officer(s) signing the surety bond.
- (c) The address, telephone number, E-mail and other details of the head office of the surety insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch. The letter may also include any web portal link, from where the Surety Bond can be confirmed by the Company.
- (d) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

(Not applicable for this tender)

BANK GUARANTEE FOR SECURITY DEPOSIT

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:

Axis Bank

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

IFSC: UTIB0000140

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

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee

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

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

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

To
Numaligarh Refinery Ltd.
122A, G.S. Road, Christianbasti
Guwahati –781005, Assam

Dear Sirs:

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

The tender conditions of contract provide that the Contractor shall pay a sum of Rs..... (Rupees) as 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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

(Not applicable for this tender)

Bank Guarantee for Earnest Money Deposit

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 06 (Six) months from the final bid submission date. The bid security is normally to remain valid for a period of 60 (sixty) days beyond the final bid validity period. In case, Contract Performance Security (CPS) is applicable, the successful bidder has to keep his Bid Security, if submitted in the form of a BG, valid till CPS is submitted. The contractor shall be required to suitably extend the period of Bank Guarantee.

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:

Axis Bank

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

IFSC: UTIB0000140

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

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee

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

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

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

Proforma of Bank Guarantee for Earnest Money Deposit

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref.....

Bank Guarantee No.....

To,

Chief General Manager (Commercial)

Numaligarh Refinery Limited,

Pankagrang, PO: Numaligarh Refinery Project,

Dist-Golaghat (Assam), India, PIN-785699

Dear Sir (s)

In accordance with letter inviting Tender under reference No.....
M/s..... having their Registered / Head office
at..... (hereinafter called the Tenderer) wish to participate in the
side tender for.....

As an irrevocable bank Guarantee against Earnest Money Deposit for an amount ofis required to
be submitted by the Tenderer as a condition precedent for participation in the said Tender which amount is liable to be
forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the.....Bank at Having our Head
office..... (Local Address) guarantees and undertakes to
pay immediately on demand by Numaligarh Refinery Ltd, the amountwithout
any reservation, protest, demur and recourse. Any such demand made by Numaligarh Refinery Ltd. shall be conclusive
and binding on us irrespective of any dispute or difference raised by the Tendered.

This guarantee shall be irrevocable and shall remain valid up to..... If any further
extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from
M/s.....on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand stamp on thisDay of.....
20.....at.....

WITNESS:
(SIGNATURE NAME)

(OFFICIAL ADDRESS)

(SIGNATURE NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney
No.....
Date.....

BIDS CONTAINING EXCEPTIONS/DEVIATIONS

Job Name : Outsourcing of Performance & Compliance Audit.
Tender No. : PUR1012780

Bids not conforming to bidding document in totality and / or non-accompanied by necessary documents as asked for in the Bidding Document shall be liable for rejection. Any Bid containing exceptions/deviations shall be liable for rejection.

Deviation, if unavoidable, should be furnished as per Format for Exceptions / Deviations **Annexure-XXII-A. Owner shall not take cognizance of any deviation stipulated elsewhere in the Bid and shall be treated as null & void.** In case Bidder stipulates deviations, and there are sufficient Bids without any deviation, Owner shall have the right to reject such Bid at its absolute discretion and without giving any opportunity to such Bidder to make good such deficiency.

Bidder shall not stipulate any conditions in the **PRICE BID**. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the priced bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.

NRL will determine whether each bid (i) is accompanied by required EMD, if applicable; (ii) totally comply to the requirement of bidding document. NRL will examine the bids to determine whether they are complete and whether the documents have been properly signed, and whether the bids are generally in order.

During evaluation, if necessary, NRL may obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders in writing. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by NRL.

Bidders shall however note that no revision in quoted Rates shall be allowed, in case deviations which are not accepted by the Owner and are required to be withdrawn by the bidder in favour of stipulations of the bidding documents. Any price revisions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.

NRL reserve the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc. NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.

UNSOLICITED POST TENDER MODIFICATIONS

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations/exceptions. NRL, at its discretion, may request bidder to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. However, once technical bid is opened, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favour of stipulation of the bidding document. Any proposed price changes is likely to render the bid liable for rejection. In case of unsolicited price increase, such offer(s) of the Bidders shall be rejected. In case of unsolicited price decrease, the Bidder(s)'s offer shall be compared as per originally quoted prices and if the Bidder happens to be the recommended Bidder, the decrease in prices shall be taken into account for ordering.

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. However, NRL may, at its discretion, 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. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. NRL's request for clarification and the response shall be in writing.

EXCEPTIONS AND DEVAITIONS

Job Name : Outsourcing of Performance & Compliance Audit.
 Tender No. : PUR1012780

Bidder's Name :

Sl. No.	Page no. of Bid Document	Clause No.	Subject	Deviations

NOTE: All exceptions / deviations taken by the BIDDER to the stipulations of the Bidding Document shall be brought out on this page only. Refer instructions & conditions in Annexure-XIX above.

(SIGNATURE OF AUTHORISED SIGNATORY OF BIDDER)

Annexure XXIII

**Bid Security Declaration
(On Bidder's Letterhead)**

To,

Numaligarh Refinery Limited,

_____,
_____,
_____.

Subject: Bid Security Declaration

Dear Sir / Madam,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s have submitted our Offer/ Bid no:, We, M/s hereby understand that, according to your conditions, we are submitting this Bid Security Declaration.

We understand that we will be put on holiday/ banning list (as per Holiday Listing Policy of Numaligarh Refinery Limited in this regard), if we are in breach of our obligation(s) as per following:

1. We withdraw or amend our tender suo-moto after opening of bid & within the period of bid validity; or
2. We impair or derogate from the tender in any respect within the period of validity of the tender; or
3. We do not accept the 'arithmetical corrections' of our bid price during evaluation, as per provision of tender document; or
4. We become successful bidder and fail to sign / accept the contract, if awarded to us; or
5. We refuse or fail to furnish Contract Performance Security within the stipulated time as per tender / LOA or within the extended time allowed by NRL (if any); or
6. We are found to have neglected / abandoned the LOA / contract; or
7. We refuse or fail to execute the awarded Contract as per the terms and conditions of the Contract; or
8. We are found to be having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure; or
9. We commit any breach of tender conditions during execution of the contract.

This declaration is valid till the validity of our offer and shall extend automatically if the bid validity date is extended from our side.

For & on behalf of M/s _____

Signature :

Name :

Designation :

Date :

Company Seal :



SCHEDULE OF RATES

1.Tender No.	PUR1013418
2.Job Name.	Outsourcing of Performance & Compliance
3.Quoted Currency.	INR
4.Note	Please do not write the price here. This SOR is for information of technical description only. Quote in the BOQ/ priced bid section as described.
5.Tender Inviting Organization.	NUMALIGARH REFINERY LIMITED COMMERCIAL DEPARTMENT , NRL SITE (NUMALIGARH)



NUMALIGARH REFINERY LTD.
Numaligarh

Item Ref.	Description	Unit	Qty	Rate in INR	Amount
				Figures	

00010 Performance & Compliance Audit

The item covers the following services:

10	Performance & Compliance Audit	Man Month	24.000	
	Internal Audit			

Total net item value :



NUMALIGARH REFINERY LTD.
Numaligarh

Item Ref.	Description	Unit	Qty	Rate in INR	Amount
				Figures	

00020 Travelling & Accomodation

The item covers the following services:

10	Travel & Accomodation	Man Month	1.000
	Internal Audit		

Total net item value :

Signature :

Name :

Address of the :

Contractor :

Place :

Date :

Price Break-up Sheet

Please provide the rates and amounts in this sheet. (Refer section 9 of Tender document. This document is an integral part of the Price-Bid)

Name of work:	Outsourcing of Performance & Compliance Audit						
Bidder Name :							
Sl. No.	Item Description (For details please refer SOR)	Qty. (a)	Unit of measurement	Basic Unit Rate in ₹ EXCLUDING GST (b)	TOTAL AMOUNT in ₹ EXCLUDING GST (c) =(a) * (b)	Applicable GST rate (%) (d)	QUOTED Amount in ₹ INCLUDING GST (Item-wise total of this column is to be quoted in GeM price field) (e)
10	Performance & Compliance Audit	24	MMN		0	18	0
Total in Figures:							0
Quoted Rate in Words:							