ENQUIRY DOCUMENT - MR

(Document No : B440-003-YI-MR-1301-157-RFQ)

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

हर एक काम देश के नाम

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इंजीनियर्स इंडिया लिमिटेड (भारत सरकार का उपक्रम) ENGINEERS INDIA LIMITED (A Govt. of India Undertaking)
Sector 16, Gurugram – 122001 (Haryana), INDIA
Tel. No. : 0124- 380 2000

REQUEST FOR QUOTATION (RFQ)
(e-Bidding)

RFQ No.: LT/B440-003-YI-MR-1301/157 **Date: 22.04.2026**

LT NO.	SALIENT FEATURES		DETAILS
a)	**Client**	:	**Numaligarh Refinery Limited (NRL)**
b)	**Project**	:	**Delayed Coker Unit (DCU) Revamp Project of Numaligarh Refinery Limited**
c)	**Item**	:	**FIELD INSTRUMENTS (P,DP,F,L,T,TD)**
d)	**MR Category**	:	**II**
e)	**Pre-Bid meeting**	:	The meeting shall be conducted through following **MS TEAM** on **28.04.2026 (*) at 14:30 (IST)** Joining link of the meeting Meeting Link: https://teams.microsoft.com/meet/46685296671128?p=52ulnsbrgOPdy0jh0w Meeting ID: 466 852 966 711 28 Passcode: Lr2km6nc
f)	**Last date of receipt for pre-bid queries**	:	**27.04.2026**
g)	**BID DUE DATE (Last date and time of submission of e-Bids and Mode of Submission of Bid)**	:	Up to **12:00 Hrs. IST on 19.05.2026(*)** **Online Submission (e-Bids)** through CPP Portal (https://eprocure.gov.in/eprocure/app) **Bid submitted through any other mode shall not be acceptable**
h)	**UNPRICED BID OPENING (Online Opening of Techno-commercial (Unpriced) e-Bids)**	:	**14:00 Hrs. IST on 20.05.2026**
i)	**Bid Validity**		**Bids shall be valid for a period of 120 days from the Final Bid Due Date**
j)	**Date of Opening of Priced Bids**	:	The date & time to be intimated later on to the technically & commercially qualified bidders.
k)	**Contact Person for any query/ clarification**	:	Mr. Arnab Mondal, Manager (SCM) Phone no. +91-124-289-1373 E-mail ID: arnab.mondal@eil.co.in Mr. Lalit Sharma, AGM (SCM) Phone no. +91-124-289-1306 E-mail ID: lalit.sharma@eil.co.in Ms. Lotavath Thavurya, GM (SCM) Phone no. +91-124-289-1281 E-mail ID: l.thavurya@eil.co.in

LT NO.	SALIENT FEATURES		DETAILS
			Please specify NIC Tender ID& RFQ No in all correspondence
l)	**e-Tendering portal for submission of e-bids**	**:**	**Central Public Procurement Portal (CPPP) website:** *https://eprocure.gov.in/eprocure/app*
m)	**Delivery Period/ Completion Period**	**:**	**For Supply** Within **06 (SIX) Months** on FOT Site / warehouse on freight prepaid & door delivery basis from the date of issue of LOA. The date of receipt of all materials at Project site shall be considered as date of delivery.
n)	**EMD & Document Fee**		**Not Applicable**
o)	**Communication address for Submission of documents in hard Copy**		**Address as specified in the Cl. No. 12.2 (a) of ITB.**
p)	**DEVIATIONS NOT PERMITTED** Bids are invited on **"Zero Deviation Basis". ** Accordingly offer is to be submitted in complete compliance to RFQ Terms & Conditions without any deviation. **Offer with deviation shall be liable for rejection.** Hence Bidder shall ensure submission of complete bid without any deviation as per requirement of Enquiry document in first instance itself.		

If dates identified as (*) above happens to be a declared/closed holiday in EIL-Gurugram, the next working day shall be considered

Dear Sir/Madam,

1. Numaligarh Refinery Limited (NRL) is a Government of India Enterprise and a subsidiary of Oil India Ltd. NRL operates a 3.0 MMTPA Refinery at Numaligarh in the District of Golaghat, Assam since the year 2000. NRL is in the process of expanding its refining capacity from 3.0 MMTPA to 9.0 MMTPA.

   Engineers India Ltd. (EIL) has been appointed the Licensing and Engineering, Procurement & Construction Management (LEPCM) Consultant for this project. EIL invites e-bids for aforesaid Item for DCU Revamp Project of NRL.

2. E-bids under **single stage two part bid system** are requested for the captioned item from Eligible Bidders as per the Bidding Document, based on the requirement specified in this MR and in total compliance to technical specifications, scope and terms & conditions of RFQ documents/attachments.

3. All amendments, time extension, clarifications etc. will be uploaded in CPP Portal only. Bidders should regularly visit the e-tendering website of NIC CPP portal https://eprocure.gov.in/eprocure/app to keep themselves updated. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by Mail/Post.

4. Bidders are required to submit their bids complete in all respects in accordance with Instructions to Bidders (ITB) only through e-tendering website of CPP portal (https://eprocure.gov.in/eprocure/app) **on or before the bid-submission date & time** as specified above. Bidder to carefully read and understand the instructions for e-tendering as indicated in ITB to upload their bid on e-tendering website.

Bids sent through Fax/E-mail/ CD/DVD/ Pen Drive/Physical Bids through Courier/Post will not be accepted. However**,** any specific document required to be submitted in physical form as per RFQ shall be submitted in physical form.

5. Bidders are required to register themselves at https://eprocure.gov.in/eprocure/app.No registration fee would be charged from the bidders.

6. Bidders to refer E-Tendering methodology enclosed with this RFQ. Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Resources Required", "Bidders Manual Kit" etc. are available on home page of https://eprocure.gov.in/eprocure/app facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration in CPPP, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

7. NIC Portal mandates that the bidders are to be registered on the portal before any enquiry can be issued to them. In order to expedite issue of enquiries, the information of enquiry is being issued through EIL Tender Portal; however, document shall be available on Central Public Procurement Portal. The name of bidder whose NIC ID details are submitted/available to EIL shall be issued the enquiry and enquiry to the balance bidders can only be issued once they will register themselves on NIC portal and provide their registration details to EIL.

   Therefore, all those vendors who have still not registered on the NIC Portal are required to register on the same (immediately after issue of enquiry) and inform the undersigned the registration details for facilitating issue of enquiry to them on the NIC Portal failing which it will not be possible for them to upload their bids.

   All those bidders who have not complied with the above registration requirements will not be issued this enquiry on NIC portal and will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in NIC portal shall not be entertained.

8. The bid has to be necessarily submitted on the NIC Portal and only those bidders who are issued the enquiry through NIC Portal will be eligible to submit their bids. In case a bidder does not register on the NIC Portal and as a consequence, cannot be issued the enquiry through NIC Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained. Therefore, it is in the interest of the bidders that they register on the NIC Portal at the earliest.

9. The vendor registration on NIC Portal is a very user friendly process. However, in case of any doubt, the vendor may contact the undersigned. In the event of failure in bidder's connectivity with EIL/NIC Portal during the last few hours on account of any unforeseen problem in the website or due to last moment rush, the bidder may likely to miss the deadline for bid submission. In such a case request for extension in bid due date will not be entertained. In view of the same, bidders are advised to upload their bid in advance

10. Please submit your Acknowledgement against the RFQ on EIL's website **http://tenders.eil.co.in** within the due date & time, with reason(s) of not participating in the bidding process in case of regret/negative acknowledgment. In case there is no response, the bidder shall be liable for suitable action including review of their enlistment with EIL for the subject item.

11. EIL registered bidder shall quote only for those Items for which they are registered with EIL as on the date of issuance of RFQ. Items quoted by EIL registered bidder other than the approved range with EIL shall not be considered for evaluation/ award.

12. In case multiple works/units of a supplier are registered with EIL for the same product range/capacity/capability, then such supplier shall be eligible to submit single bid with an option to supply the item(s) from any of its registered work(s) in EIL. However in case of group

companies, only one of the group company is permitted to submit the bid for the same product range/capacity/capability. In case it is found that group companies have submitted bids for the same product range/capacity/capability, bids from such group companies shall not be considered for further evaluation.

13. **Bidders are mandatorily required to indicate their name on each page of excel file of Price Schedule while uploading the price bid.**

14. Bidder to note that the Inspection shall be carried out in line with Inspection Philosophy mentioned in RFQ Document / BDS.

15. **Repeat Order:** For applicability of Repeat Order, Bidder to refer Bid Data Sheet (BDS).

16. The offer should be valid as stated in this RFQ. In case Bidder quotes shorter validity of offer, then Bid shall be rejected.

17. RFQ Document is non-transferrable.

18. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc.

19. Bids received after the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.

20. Consortium / Unincorporated Joint Venture Bids/ Multiple/Alternative bids shall not be acceptable.

21. Owner/EIL reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information. Further in case Purchase Order awarded for the tendered item(s)/ work have to be terminated due to supplier's default and separate enquiry have to be floated to get the remaining / complete item(s)/ work supplied/executed; such defaulting supplier will not be considered for enquiries issued for the refloated item(s)/works of the same project.

22. A bidder may seek clarifications regarding the bidding document provisions, bidding process and/or rejections of his bid. EIL shall respond to such requests within a reasonable time.

23. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.

24. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.

25. The bidder shall bear all costs associated with the preparation and submission of its bid, site visit and other expenses incurred during bidding process. The Owner/EIL shall in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process.

26. Owner/EIL reserves the right to reject any or all Bids received and to annul the Bidding Process at its discretion without assigning any reason, whatsoever.

27. Micro and Small Enterprises (MSEs) Order 2012 : For applicability of MSE Policy, Bidder to refer Bid Data Sheet (BDS).

28. Purchase Preference under PPP-MII Policy Order 2017 : For applicability of PPP-MII Policy, Bidder to refer Bid Data Sheet (BDS).

29. For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

30. Reverse Auction : For applicability of Reverse Auction, Bidder to refer Bid Data Sheet (BDS)..

31. Bidder to submit Pre-Bid queries within the cutoff date as specified in the LT. No. (f) above. Bidder to ensure to submit their pre-bid query/ies through NIC/CPP Portal only [https://eprocure.gov.in/eprocure/app]. Pre Bid queries received through email/any other mode like hard copies shall not be given any cognizance. Also, Bidder to note that Pre-Bid queries reply/ies shall be published on NIC/CPP Portal only

This limited invitation for e-bid is open only to suppliers to whom this RFQ is issued.

THIS IS NOT AN ORDER

Very truly yours,
(LOTAVATH THAVURYA)
GM (SCM-C&P)

Enclosures:

RFQ documents as specified below are available at **CPP Portal (https://eprocure.gov.in/eprocure/app)**

- **RFQ**
- **Bid Data Sheet**
- Instruction to Bidders (ITB)
    - Appendix-I: Pre-signed integrity pact**-Not Applicable**
    - Appendix-II: Purchase preference to micro or small enterprises (MSE)
    - Appendix-III: Public Procurement (Preference to Make in India) (PPP MII) Order 2017 and its amendments thereafter - **Not Applicable**
    - Appendix-IV: Domestically manufactured iron & steel Policy (DMI&SP) **– Not Applicable**
    - Appendix-V: Procurement from a bidder from a country sharing land border with India
    - Appendix-VI: Proforma for Bank Guarantee
    - Appendix- VI-A: Bidder side Manual (for online EMD submission)-**Not Applicable**
    - Appendix-VII: Instructions to bidders for e-tendering
- Proposal Forms
    - Form-A Bidder's General Information
    - Form-B Bidder's Declaration
    - Form-C Compliance to Bid requirement
    - Form-D Salient features of Bid
    - Form-E Affidavit towards Integrity Pact
    - Form-F **Deleted**
    - Form-G Bank Mandate Form
    - Form-H **Deleted**
    - Form-I Indemnity Bond cum Undertaking
    - Form-J **Deleted**
    - Form-K **Deleted**
    - Form-L Pre-bid Query format
- Agreed Terms and Conditions (Indian Bidder)
- Special Purchase Conditions
    - Annexure-I: Payment terms
    - Annexure–II: Taxes & duties
    - Annexure–III: Terms& conditions for post warranty comprehensive - **Not Applicable**

annual maintenance contract

- ❖ Annexure-IV :Terms & conditions for Indian sourced components/ services by foreign bidder **-Not Applicable**
- ❖ Annexure-V :Terms & conditions for supervision of erection, testing & commissioning / training at site **- Not Applicable**
- ❖ Annexure–VI :Terms & conditions for installation/ site work **-Not Applicable**
- ❖ Annexure–VII :Terms & conditions for training of owner personnel - **Not Applicable** as per MR at vendor's works/ training facility
- ❖ Annexure –VIII: Packing, Marking, Shipping and Documentation Specifications (for Indigenous Materials)
- ❖ Annexure –VIII: Packing, Marking, Shipping and Documentation -**Not Applicable** Specifications (for Imported Materials)
- ❖ Annexure–IX Extract of NRL Insurance policy
- ❖ Annexure –X Self Declaration of Conflict of Interest
- ❖ Annexure –XI Self Declaration of Debarment / Blacklisting / Holiday Listing & Allied Firms

- General Purchase Conditions – (GPC Indigenous)
  Price Schedule Format (Indian Bidders)

- **MATERIAL REQUISITION NO. : B440-003-YI-MR-1301 REV.A**

BID DATA SHEET
(BDS)

BID DATA SHEET

S.NO	ITB CLAUSE NO.	CONTENT
1.	**Clause No. 2.1, 2.2, 2.3 & 2.5 of ITB (ELIGIBLE BIDDERS)**	This Enquiry is issued to Domestic Suppliers on Limited Competitive Basis.
2.	**Clause No. 7.0 of ITB (PRE-BID MEETING)**	Applicable
3.	**Clause No.14.0 of SPC (Testing and Inspection)**	By NRL approved Third Party Inspection agency (TPIA)
4.	**Clause No. 11.3.1 & 17 of ITB (BID SECURITY/EARNEST MONEY DEPOSIT)**	Not Applicable
5.	**Clause No: 15.0 of ITB (BID CURRENCY AND PAYMENT)**	Indian Rupees (INR) Only
6.	**Clause No: 19.0 of ITB (INTEGRITY PACT & AFFIDAVIT TOWARDS IP)**	**Not Applicable**
7.	**Clause No: 34.0 of ITB (EVALUATION & COMPARISON OF BIDS)**	The evaluation shall be on **GROUPWISE.** Comparison Methodology shall be as per Clause No: 34 of ITB.
8.	**Clause No: 37 & 2.8 and Appendix II of ITB PREFERENCE TO MICRO & SMALL ENTERPRISES**	**Applicable**
9.	**Clause No. 39 & Appendix IV of ITB (POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEELPRODUCTS IN GOVERNMENT PROCUREMENT(DMI&SP)**	**Not Applicable**
10.	**Clause No: 38 & Appendix III of ITB (PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA (PPP-MII Oder 2017))**	**Not Applicable**
11.	**Clause No: 7 (PAYMENT TERMS (FOR INDIGENOUS SUPPLIERS))**	Payment terms shall be as per Annexure-I to SPC.
12.	**Clause No: 5.1 of SPC [TRANSPORTATION]**	Applicable.
13.	**Clause No. 16 of SPC [DELAYED DELIVERY]**	Applicable as per Clause No. 16.0 of Special Purchase Conditions.
14.	**Clause No: 16 of GPC / RFQ (REPEAT ORDER)**	Applicable
15.	**Clause No: 23 of SPC (PART ORDER)**	Not Applicable
16.	**Clause No : 30 of RFQ (Reverse Auction)**	Not Applicable
17.	**Clause 22 of GPC – Acceptance of Bid & Acknowledgement of Order** **Clause 29 of GPC – Warranty Bank Guarantee (WBG)** **Clause 29A of GPC – Contract Performance Security (CPS).** **Clause 40 of GPC – Submission of CPS/WBG.**	Not Applicable.
18.	**Clause 20 of GPC – Arbitration**	Clause No. 20 of GPC [General Purchase Conditions-2024] of Bidding Document stands replaced with “Annexure-A to Bid Data Sheet”
19.	**Bid Security Declaration**	Applicable, formats enclosed as Annexure-B to BDS.

20.	**POSTAL ADDRESS & CONTACT DETAILS FOR SUBMISSION OF DOCUMENT IN PHYSICAL FORM, IF ANY, AS PER RFQ**	The detail of Contact Persons for any query/clarification/communication, **Postal address** is: **Mr. LOTAVATH THAVURYA, GM (SCM)** **ENGINEERS INDIA LIMITED** **R&D COMPLEX, SECTOR-16 (On N.H.-8)** **TOWER-1 (2nd FLOOR),** **GURGAON-122 001** **HARYANA (INDIA)** Phone no. +91-124- 289 1373/1306/2509 **E-mail ID:** l.thavurya@eil.co.in/lalit.sharma@eil.co.in /arnab.mondal@eil.co.in

Annexure A to Bid Data Sheet

SETTLEMENT OF DISPUTES

I) FOR THE SETTLEMENT OF DISPUTES WITH THE PRIVATE PARTIES:

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 endeavoured 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).

II) Arbitration Clause:

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

III) FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties): Appointment will be done as per Government guidelines / circulars, etc. prevailing at the time of reference of the disputes.

IV) 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.

Bid Security Declaration
(On Bidder's Letterhead)

Annexure - .....

To,
Numaligarh Refinery Limited,
----------,
----------,
----------.

Subject: Bid Security Declaration

Tender No. : .....[Insert Tender Number].....
Name of Work/Job : .....[Insert Job Description].....

Dear Sir / Madam,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s ....*(Name of Bidder)*..... have submitted our Offer/ Bid no : .....,

We, M/s ....*(Name of Bidder)*..... 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 ____ [Name of the Bidder]____

Signature : [Authorized Signatory]
Name : [Name]
Designation : [Designation]
Date : [Date]
Company Seal : [Seal]

DELAYED COKER UNIT (DCU) REVAMP OF NUMALIGARH REFINERY EXPANSION PROJECT

INSTRUCTIONS TO BIDDER (ITB)

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Form-K	Bidder's details – PAN No. PF No., ESI Code GSTIN
Form -L	Pre-bid Query format

1 SCOPE OF BID

1.1. Numaligarh Refinery Limited (NRL), is a Government of India Enterprise having its registered office at 122A, GS Road, Christian Basti, Guwahati-781005. NRL operates a 3.0 MMTPA Refinery at Numaligarh in the District of Golaghat, Assam since the year 2000.

1.2. NRL is in the process of expanding its refining capacity from 3.0 MMTPA to 9.0 MMTPA.

1.3. NRL hereinafter referred to as "Owner" has appointed M/s Engineers India Ltd. (EIL) as License Engineering-Procurement-Construction Management (LEPCM) Consultant hereinafter referred to as "Consultant" and shall be the Engineer-in-Charge for Delayed Coker Unit (DCU) Revamp of Numaligarh Refinery Project hereinafter referred to as "Project".

EIL on behalf of NRL is authorized to enter into correspondence/ discussions & obtain any clarifications from the bidder.

1.4. SCOPE OF SUPPLY/ WORK: The scope of Supply/ Work shall be as defined in the Material Requisition (MR) included in the RFQ document. MR means the Technical part of RFQ Document.

1.5. The successful Bidder shall complete the Scope of Supply/ Work within the Time period/ Completion period stated in RFQ Document.

2 ELIGIBLE BIDDERS

Eligibility conditions are as under:

2.1 An Eligible bidder may be a firm or a company, who, have been issued the RFQ Document on Limited Competitive Bid Basis or a bidder meeting the Bidder Qualification Criteria (BQC) as per Invitation for Bids (IFB)/ Notice Inviting Tender (NIT) on Open Competitive Bid basis.

2.2 In case of Limited competitive bid basis, bid submission is allowed only to the bidders to whom RFQ Document has been issued.

2.3 In case of Open competitive bid basis, bid submission is allowed to the bidder who intends to submit their Bid, in response to IFB/NIT.

2.4. Bidder to comply with guidelines regarding procurement from bidders from a country or countries sharing Border with India issued vide OMs no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 (Public procurement no. 1, 2 & 3) of Department of Expenditure (Ministry of Finance) of Government of India. These guidelines are available on the website of DoE (https://doe.gov.in/procurement-policy-divisions).

2.5. Bidder to refer Purchase Preference (linked with local content) Policy in accordance with the provisions detailed in RFQ Document for eligibility.

2.6. Documents Establishing Bidder's Qualification

2.6.1. Pursuant to qualification criteria specified in IFB/NIT, the Bidder shall furnish all necessary supporting documentary evidence to establish the Bidder's claim of meeting qualification criteria to the Owner's/Consultant's satisfaction.

2.7. Black-list / Holiday List /Suspension / Banning List

2.7.1. Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit a self-certificate stating that they are not under liquidation, court receivership or similar proceedings failure to do so or the bidder is under, court receivership or similar proceedings, their bids shall not be considered.

2.7.2. A bidder who is on Black-list / Holiday List /Suspension / Banning List of Owner/EIL as on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. Further, in case of a consortium, if any of the member(s) of consortium is on Black-list / Holiday List /Suspension / Banning List of Owner/EIL as on due date of submission of bid / during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.

In limited enquiries, if the RFQ document were issued inadvertently/ downloaded from website, offers submitted by such Bidders shall not be considered for Bid opening/evaluation/Award.

Policy for Holiday listing/Banning/Debarring Contractors/Suppliers of NRL is attached as Appendix IX to ITB. Bidder to submit self-declaration **as per Annexure XI to SPC**

2.7.3. Deleted.

2.7.4. Priced Bids shall not be opened in case bidder is on holiday list of EIL or NRL on the date of intimation to bidder for priced bid opening as well as on date of priced bid opening.

2.7.5. The information as per Clause 2.7.1 to 2.7.3 above, shall be submitted as per enclosed proposal Form-B. Non-submission of this undertaking duly filled in and signed shall render the Bid non-responsive and shall be rejected.

2.7.6. Bids by Consortium / Un-incorporated Joint Ventures are not acceptable unless specifically permitted in NIT/ IFB.

2.8. **MSE Bidder:**

MSE Bidder wherever specified in the Bidding Document shall mean the following and shall comply with the below stated requirements to enable EIL/NRL to consider give them the Benefits, as specified elsewhere in the Bidding Document:

a) MSEs shall provide the necessary valid document issued as evidence of registration by UDYAM. Only **Udyam Registration Certificate** for Micro & Small Enterprises shall be considered for availing the various benefits under Public Procurement Policy for MSE, 2012 (PPP-MSE, 2012).The Udyam registration certificate shall be verified from GoI Udyam registration portal (present web address is https://udyamregistration.gov.in).

b) The status of MSE Bidder as on close date of the tender shall be considered for applying above benefits for entire evaluation taking into account notification S.O. 4926(E) dated 18.10.2022 issued by Ministry of Micro, Small and Medium Enterprises, attached as Appendix-II to ITB.

c) Bidder participating as Trader / Agent etc. shall not be given any benefit as available under PPP-2012.

d) In case, a MSE Bidder doesn't submit the MSE document or submits invalid document or submitted un-authenticated MSE document, such Bidders shall not be considered for providing benefits under MSE policy.

e) Bidder shall submit the declaration towards the above, as per proposal Form enclosed with the Bidding Document**.**

2.9. **Conflict of Interest among Bidders/agents:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner(s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
f) In cases of agents quoting in offshore procurements (GTE), on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a

particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

(i) The principal manufacturer directly or through one Indian agent on his behalf; and [in case of receipt of bids from both the Indian agent & the principal, the principal manufacturer shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the principal manufacturer shall be considered]

(ii) Indian/foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

2.10. **Quotation Received from Dealers/Agents for Items not Manufactured by Them:**

When a firm sends a quotation for an item manufactured by a different company, the firm is also required to attach in its quotation that manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product (in addition to the tenderers' confirmation to the required warranty). If the firm is an authorised agent/dealer of that manufacturer, certified documentary evidence to this effect is to be attached along with the quotation. This is necessary to ensure a quotation from a responsible party offering the genuine product, also backed by a warranty obligation from the concerned manufacturer

3 ALTERNATIVE BIDS:

A Bidder (i.e., the Bidding entity) shall, on no account submit more than one Bid either directly (as a single Bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated.

3.1. All Bids submitted by such Bidder (say 'A') as a single Bidder or as a consortium, shall stand rejected and BID SECURITY, if any, in case of all such Bids submitted by Bidder 'A' shall be forfeited.

3.2. If another Bidder (say 'B') has proposed Bidder 'A' as a sub-contractor then Bidder 'B''s Bid shall also be rejected. However, in case the Bidder 'B' has also proposed an alternative sub-contractor who is other than the Bidder 'A', then Bidder 'B''s Bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every Bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple Bids.

Note: In case a list of sub-contractors/ sub-vendors is specified in the Enquiry document itself, which shall be common for all the Bidders, the provision at **Clause 3.2** above shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various Bidders.

4 COST OF BIDDING

4.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid, and Owner / Consultant, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the Bidding process.

5 SITE VISIT

5.1. The Bidder is advised to visit and examine the site and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the Bid and entering into the Contract. The cost of visiting the site shall be at the Bidder's own expense.

5.2. The Bidder or any of its personnel or agents will be granted permission by the Owner to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the Bidder, its personnel, and agents will indemnify the Owner and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of

or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5.3. For site visit, Bidder may contact the following persons in EIL and NRL:

(i) *Mr. Santosh Kumar Singh - Resident Construction Manager,Engineers India Limited,*
Address:- Numaligarh Refinery Limited,
P.O.: Numaligarh Refinery Complex
Dist.: Golaghat, Assam, India, PIN - 785699,
Mobile No.: 8822002449. E-mail id : - santosh.singh@eil.co.in

(ii) *Mr. Bijay Babu Borgohain (Technical)*
NRL, Numaligarh
Mob No.: 9435552441 e-mail id: bijay.borgohain@nrl.co.in
Address:- Numaligarh Refinery Limited,
P.O.: Numaligarh Refinery Complex
Dist.: Golaghat, Assam, India, PIN - 785699

(iii) *Mr. Jimmy Daniel (Project)*
NRL, Numaligarh
Mob No.: 6267048755, e-mail id: jimmy.daniel@nrl.co.in
Address:- Numaligarh Refinery Limited,
P.O.: Numaligarh Refinery Complex
Dist.: Golaghat, Assam, India, PIN - 785699

6 CONTENTS OF BIDDING DOCUMENT

6.1. Details of the Tender can be viewed / downloaded from the following websites:

- E-Tendering website on CPP Portal of NIC URL: **https://eprocure.gov.in/eprocure/app**
- Bidders are required to upload & submit their e-Bid on above referred E Tendering website only.
- All updates, amendments, Corrigendum including Bid time extension, clarifications etc. (if any) will be uploaded / posted in the above websites only. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit the websites to keep themselves updated.
- The link to download Bidding Document has also been hosted on website http://tenders.eil.co.in/newtenders/
- In case Non- Disclosure Agreement (NDA) with Licensor (EIL) is applicable, Bidder is required to execute the NDA before they can view/download technical part of the bidding document from the e-tendering website. Bidder to note that submission of duly signed and stamped NDA strictly as per the format included in this Bidding Document without any deviation is mandatory, failing which Bidder(s) shall not be able to view/download technical part of Bidding Document.

6.2. The Bidder is expected to examine Bidding Documents, Bidding guidelines as available on E-Tendering website, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding Documents. The invitation for Bid together with all its attachment thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

7 PRE-BID MEETING

7.1. The enquiry is issued on —**Zero Deviation Bidding** basis wherein no post bid correspondence of

any nature may be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity but also enable them to submit their best prices based on the clear techno-commercial scope.

7.2. Bidder's authorized representative(s) shall attend the pre-bid meeting on the prescribed day at the given venue as per details indicated in Bidding Document. During the pre-bid meeting, technical and commercial issues shall be discussed and Bidders shall ensure that the bid received subsequent to pre-bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre-bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out the technical and commercial queries.

7.3. In case any bidder does not attend the pre-bid meeting, it shall be deemed considered that the bidder has a clear understanding of the scope & terms & conditions of the Bidding Document and does not have any comments/ deviations to the requirements of the Bidding Document.

7.4. In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding Document in writing delivered by e-mail/courier as per format enclosed **Form L of Proposal forms** so as to reach at least three working days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies (in table form) of the queries shall also be e-mailed to concern person as specified in Bidding Document to enable EIL/Owner to prepare replies to the queries against each query in the same format expeditiously.

7.5. The bidders are required to participate in the pre-bid meeting after going through the entire Bidding Document along with BQC. Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC. In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.

7.6. The outcome of the pre-bid meeting, including the essential questions raised and the responses given by EIL/Owner shall be compiled as expeditiously as possible and shall be uploaded on the e-tendering website if so required. After pre-bid meeting, EIL/Owner at its discretion may not entertain any further queries from the bidders. Replies to Pre-bid Queries are for the purpose of clarification only and shall not form part of Bidding Document and subsequent Contract.

7.7. Extension in bid due date shall not generally be granted due to tight Project Schedule.

7.8. Non- attendance of the pre-bid meeting will neither be a cause for disqualification of the bidder nor a cause for bidder's ignorance to submit the bid as per provisions of the bidding document and latest information uploaded in the Central Public Procurement Portal (CPPP)/Website of Government of India/ NIC Portal https://eprocure.gov.in/eprocure/app.

7.9. In case Non-Disclosure Agreement (NDA) is applicable, only those agencies who have executed NDA with Licensor (EIL), shall be allowed to attend Pre-bid meeting w.r.t. Technical Part/ Technical queries.

8 AMENDMENT OF BIDDING DOCUMENTS

8.1. At any time prior to the deadline for submission of Bids, the Owner/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by the Bidders, modify the Bidding Documents by issuing/publishing amendment (also named as Addendum/Corrigendum).

8.2. Any amendment thus issued shall form part of the Bidding Documents. The amendment will be published on e-Tendering Portal**.** Bidders have to take into consideration of all the amendment (s) published on e-Tendering portal before submitting their Bid.

8.3. The Owner may, at its discretion, extend the date of submission of Bids in order to allow the Bidders a reasonable time to furnish their most competitive Bid taking into account all the amendments published.

9 LANGUAGE OF BID

9.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and EIL, shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9.2. In case of Foreign Bidder, if any of the documents in support of meeting BQC are not in English language, then the English translation copy of the same duly certified, stamped and signed by Local Chamber of Commerce shall be furnished along with the document in the un-priced bid. Translation by Indian Embassy/ High Commission or authorized/ approved translation agencies (by Indian embassy/ high commission or any other authority) shall also be acceptable.

10 DELETED

11 DOCUMENTS COMPRISING THE BID

11.1. No Physical Bids / Offers shall be permitted (other than the documents which are specifically mentioned to be submitted in physical form for which scanned copy already uploaded along with the bid). The offers/bids submitted online through e-procurement portal along with the respective originals as specified under clause no. 12 shall only be considered as bid for evaluation and ordering. Bidders are required to upload the Bid/offer along with all supporting documents including Priced bid on the E-Tendering website only. Electronic Bids (e-bid) shall be submitted in Part-I - Folder I for Bid Security / EMD, PART-I Folder II for Techno-commercial/ Unpriced bid and PART-II for Priced bid as detailed below.

11.2. Bidders to upload the Un-priced and Price part of their bids strictly in the Un-priced & Priced folders respectively at the designated place in the e-tender portal. Non- Compliance to the same may lead to rejection of their offer.

11.3. The Bid shall be submitted in two parts viz. Part-I & Part-II in respective area provided in the website as per the following.

11.3.1 **BID SECURITY/EARNEST MONEY DEPOSIT (PART-I: Un-priced Bid – Folder I) [only in case of open competitive bidding (NIT / IFB)]**

In-spite of the fact that Bidder is submitting the EMD in original, Bidder is required to upload the Scanned copy of EMD /Bid Security as applicable Or Copy of Documentary evidence for availing exemption from EMD as per provisions of Enquiry Document. In case bidder is making EMD payment online through portal as per **Appendix VI-A** to ITB payment receipt must be uploaded under this part-I / Folder-I.

11.3.2 **TECHNO-COMMERCIAL/UNPRICED BID (PART-I: Un-priced Bid – Folder II);**

a) Covering letter of Bid on Bidder's letter head.

b) Covering page of all technical and commercial amendments, if any.

c) Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item.

d) Duly filled singed & stamped Agreed Terms & Conditions (Indigenous/ Import)

e) Documents substantiating meeting of Technical BQC as per IFB. **[only in case of open competitive bidding (NIT / IFB)]**

f) Documents substantiating meeting of Financial BQC [audited Annual Financial Statements including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc. of the immediate preceding 3 (Three) financial years] as per NIT/IFB. **[only in case of open competitive bidding (NIT / IFB)]**

g) Documents at s no. d) & e) above, shall be submitted duly certified as per Authentication process specified under relevant provision of IFB. **[only in case of open competitive bidding (NIT / IFB)]**

h) General Information, as per **Proposal Form -A**

i) Declaration, as per **Proposal Form-B**.

j) Compliance to Bid Requirement, as per **Proposal Form-C**.

k) Salient Features of Bid, as per **Proposal Form-D**.

l) Integrity Pact as per **Appendix – I to ITB** (if applicable as per BDS), duly signed and stamped on each page by the signatory holding Power of Attorney, along with Affidavit towards IP, as per **Proposal Form-E**.

m) Power of Attorney in favor of person(s) signing/ e-signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder in accordance with Clause 12.0 of ITB, as per **Proposal Form F [only in case of open competitive bidding (NIT / IFB)]**

n) Bank Mandate Form, as per **Proposal Form-G.**

o) Affidavit for Domestically Manufactured Iron & Steel Policy (DMI&SP) in accordance with attached DMI&S Policy **(Form-1 to Appendix – IV to ITB)**, if applicable as per BDS.

p) Public Procurement -Preference to Make in India: Bidder to submit declaration as per Form-1 & Form-2 to Appendix-III to ITB. In case Bidder is claiming the PPP-MII benefit, Bidder shall also submit Form-3 to Appendix-III to ITB i.e. certification by statutory auditor / cost auditor / practicing cost accountant / practicing chartered towards local content (when total Procurement value is INR 10 Crore or above) or self-certification on their letter head (when total procurement value is less than INR 10 Crore) duly signed and stamped and certified as per the instructions provided therein.

q) All technical documents required as per Material Requisition.

r) Signed and stamped copy of Form-A (on Company's Letterhead) attached with Appendix-V of this ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Border with India.

s) Compliance to requirement of PAN No., tax residency certificate and FORM NO.10F (applicable for foreign bidder in case of services in India is required as per scope of Bidding Document) **(Form-H1, H2, H3)**

t) Bidder's Financial Details–**Form –J**

u) Self-declaration of black listing / holiday listing (**as per Annexure XI to SPC**)

v) Self – declaration of Conflict of Interest as per Format enclosed as **Annexure X to SPC**

w) Details of PAN, PF Number, ESI Registration Code– **Form –K** [only in case of open competitive bidding (NIT / IFB)]

x) Valid GSTIN/UIN registration certificate / GSTIN Number alongwith Indemnity bond cum undertaking **as per Proposal Form - I**

(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. Any misinterpretation or misinformation may attract penal action including putting the bidder on holiday / blacklisting as per rules in vogue at NRL.)

y) Copies of documents defining constitution or legal status, place of registration and principalplace of business of the Company **[only in case of open competitive bidding (NIT / IFB)]**

Organization details

(i) In case of a proprietorship firm, the name & address of proprietor, certified copy of Bank Account Details and proprietorship affidavit.

(ii) In case bidder is a partnership firm, certified copy of the partnership deed.

(iii) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/ Articles of Association.

z) Signed & Stamped copy of MSE Policy, PPP-MII Policy, Domestic Manufacturing Electronic Policy (DMEP) and DMI&SP Policy, as applicable, as a token of compliance.

aa) Signed & stamped copy of T&C of Supervision of Erection/Testing & commissioning/ Training at Site, T&C of Training of Owner's personnel at vendors works/ Training facility (as applicable)

bb) Signed & stamped copy of T&C for Site Work, T&C for Annual maintenance Contract (as applicable)

cc) Any other information required in the RFQ/ Bidding Documents/ BDS.

Note:

i. The above shall be uploaded in **"PREQUAL/ TECHNICAL"** folder in e-tendering portal.

ii. Bidder must ensure that price(s) shall not be disclosed/mentioned in their unpriced part of bid. Any price indicated in unpriced bid shall not be taken into cognizance.

11.3.2 **PRICE BID (PART-II)**

Containing only prices duly filled in the prescribed price schedule format provided in the RFQ Document, consisting of the following:

a) Prices in Price Schedule Format (available in the **BoQ format** which is uploaded on Tender portal).

Note:

i. Part-II shall be uploaded in **"FINANCE"** folder in e-tendering portal

ii. No stipulation, deviation, terms and conditions, presumptions, basis etc shall be stipulated in Price part of bid. In case of any conditions stipulated in price bids are in deviation to terms & conditions as stipulated in unpriced bids, then the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation of the bids shall be carried out excluding such bidder(s).

iii. All documents uploaded in the e-tendering portal shall be deemed considered digitally signed documents by the authorized signatory of the bidder holding Power of Attorney.

iv. The Institute of Chartered Accountant of India at its 379th council meeting dated 17- 18th December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant for the following service:

a) All certificates with effect from 1st February, 2019.
b) GST and Income Tax audit with effect from 1st April, 2019.
c) All audit and assurance functions with effect from 1st July, 2019.

In view of the above, bidder shall ensure that any certificate / reports issued / attested by a practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued / attested without UDIN number of practicing Chartered accountant in India shall not be considered for evaluation.

This requirement of including UDIN shall not be applicable for certificate / reports issued / attested by a chartered accountant practicing in foreign country.

12 ORIGINAL DOCUMENTS TO BE SUBMITTED:

12.1. In addition to uploading the documents on e-procurement portal, Bidders are required to submit the following documents in original in the manner prescribed in the Bidding Document in sealed envelope titled "Original Documents for respective RFQ/Bidding Document No and shall be submitted **within Bid Due Date but not later than 7 calendar days from the Bid Due Date.**

a. Document related to EMD/Bid Security, if applicable

b. ~~Power of Attorney in the name of authorized signatory who is submitting the bid with his Digital Signature Certificate & signature~~

12.2. Bidder must upload the copy of the bid security (or authenticated exemption certificate, wherever applicable) within the final bid due date and time on the e-tendering portal failing which their bid shall be rejected. Bidders shall also submit the original DD/ BG in lieu of EMD/ Bid Security to EIL, preferably before the final bid due date and time but not later than 7 (Seven) calendar days from final bid due date. If the Bidder fails to submit Bid Security (BG/ DD) physically in original within 7 (Seven) calendar days from final bid due date, his bid shall be rejected and shall not be considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security/EMD was earlier uploaded by the bidder on the e- tendering portal.

a) The address for submission of original documents is as follow :

DAK RECEIPT SECTION,
ENGINEERS INDIA LIMITED
R&D COMPLEX, SECTOR-16 (On N.H.-8),
TOWER-2 (GROUND FLOOR),
GURGAON-122001
HARYANA (INDIA)
Attn.: Mr. Anindya Sinha
Phone No.: +91-124- 289 1386

b) Each envelope shall indicate name and complete address of the bidder with contact details to enable the bid to be returned unopened, if required.

c) If the envelope is not sealed and marked as above, the Owner / EIL will assume no responsibility for the misplacement or premature opening of the bid.

d) Document submitted in physical form shall be the exact copy of the documents as uploaded on e- procurement portal.

13 SINGLE STAGE SINGLE PART BID (COMPOSITE BID)

13.1. Not Applicable.

14 BID PRICES

14.1. Prices shall be furnished strictly in the Price Schedule format(s) enclosed with the Bidding document. Quoted prices shall be net of discount, if any. Conditional discounts, if offered by a Bidder, shall not be considered for evaluation.

14.2. deleted

14.3. All duties, taxes, and other levies shall be as per Special Purchase Conditions.

14.4. The Bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the RFQ/Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GPC, SPC or any other part of RFQ/Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

14.5. Indian Bidder shall quote the prices considering customs and Customs related duty for their import content in accordance with provision of SPC. Bidder shall ascertain the applicable rate of customs duty and shall be solely responsible towards applicability and correctness of such rates. The evaluation shall be carried out based on the rates of customs duty quoted by the bidder. However for ordering, lower of the Customs duty rate quoted by bidder or the applicable rate of Customs Duty shall be considered and accordingly order price shall stand reduced to extent of reduction in Customs and customs related duty on CIF value. The Bidder(s) must indicate quantity, CIF value & rate of custom duty considered in the Price Schedule.

14.6. **Testing and Inspection charges**:

Goods and Services shall be subject to stage wise and final inspection by Third Party Inspection (TPI) agency. The TPI charges shall be included in quoted prices, and no additional charges shall be paid by Owner. Similarly, all built in import content (if applicable) shall also be subject to inspection by TPI agencies listed in the SPC, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner. However, wherever Inspection by EIL is specified as per approved Inspection Test Plan (ITP) enclosed with Material Requisition (MR), the same shall be carried out by EIL without any additional cost to supplier and charges for the same are not to be included in quoted prices by bidder.

15 BID CURRENCY AND PAYMENT

15.1. Bidding currency shall be in Indian Rupees (INR) for Indian bidders.

15.2. Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies – US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees - except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees.

15.3. In case of any Indian supply or services in foreign bids, the same shall be quoted only in INR, clearly indicating in the offer the name and contact details of the Indian party.

15.4. Currency once quoted will not be allowed to be changed.

15.5. NRL shall not compensate for any foreign exchange rate fluctuation.

16 BID VALIDITY

16.1. The Bid shall remain valid for the period of **120 days** from the final bid due date. Owner/EIL shall reject a Bid valid for a shorter period being non-responsive.

16.2. Bidders shall not be entitled during the above period, without the consent of EIL/NRL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof or to submit new deviation. In case of Bidders revoking/withdrawing or cancelling their Bid or varying any terms in regard thereof without the consent of NRL/EIL in writing, their Bid shall be rejected and Bid security, if any, shall be forfeited. Such Bidder may also be put on Holiday/ Suspension/ banning list, as applicable of EIL/NRL as per their existing policy in this regard.

NRL/EIL, at its sole discretion, may give an opportunity to the Bidder to withdraw the deviation(s) unconditionally.

16.3. In exceptional circumstances, prior to expiry of the original Bid validity period, the Owner/EIL may request that the Bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by -post/e-mail). The Bidder shall response in writing. If a Bid security is applicable, the same shall also be extended for 3 (Three) months beyond the extended Bid validity period as per **clause 17 (titled "Earnest Money Deposit / Bid Security)**

16.4. Any Bidder who does not extend the Bid Validity, such Bids shall be rejected & not considered for further evaluation. However, EMD/Bid Security of such Bidders shall not be forfeited.

17 EARNEST MONEY DEPOSIT/ BID SECURITY [IF APPLICABLE]:

17.1. **Submission of Bid Security:**

a) Bid Security of **requisite value** as mentioned in the IFB/LIB would be required to be submitted within Due Date and time for bid submission in favour of "Numaligarh Refinery Ltd." and in the form as mentioned below:

(i) Demand draft (DD)/Banker's Cheque payable at Guwahati

OR

(ii) Bank guarantee, as per proforma attached **as Appendix – VI to ITB**.

OR

(iii) Online as per attached procedure as **Appendix VI-A to ITB**

Indian bidders shall submit the Bank Guarantee or DD through an Indian Scheduled bank (except Cooperative & Gramin Banks) as per RBI act. Foreign bidders shall submit a Bank Guarantee or DD either through an Indian Scheduled bank (except Cooperative & Gramin Banks) as per RBI act or a Foreign Bank through its Indian branch.

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

17.2.1 **Beneficiary bank details:**

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

IFSC: UTIB0000140

17.2.2 **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.

17.3. **Deleted**

17.4. **Rejection of Bid Security:**

a) Bid submitted along with BG/ EMD of value less than the specified value or BG/EMD in favour of beneficiary other than as specified in Enquiry document or BG/EMD issuing bank is not as per enquiry document, Bid shall be rejected and shall not be considered for further evaluation.

17.5. **Validity of Bid Security:**

a) **Bid Security shall be valid for 3 (Three) months beyond the original Bid validity** with a claim period of another 3 (Three) months sought in the Bidding Document.

17.6. **Exemption from submission of Bid Security:**

a) Micro or Small Enterprises (MSEs)- refer Clause No. 17.8 below
b) Government organizations (except PSU's),
c) JVs of OWNER- DNPL/IGGL/ABRPL

17.7. **Central Public Sector Undertakings/ Enterprises:**

There will be no waiver of EMD for Public Sector undertakings of Central or State governments.

17.8. **Micro or Small Enterprises (MSEs)**

a) MSE Bidders are exempted from submission of Bid Securities irrespective of product/ service category under which Bidder is registered as MSE.

However, exemption of Bid security under PPP-2012 is not available to a Bidder participated as Trader / Agent etc.

b) Bidder shall also refer **Clause 2.8 [titled "Eligible Bidders"],** for their eligibility as MSE Bidder.

17.9. **EMD/ Bid securities shall be returned as per following:** EMD of bidders whose price bids are not opened/ disqualified during techno-commercial bid evaluation (unsuccessful Bidder) shall be released immediately after approval of price bid opening. EMD of bidders qualified in the techno-commercial bid but unsuccessful for placement of Purchase Order shall be released after final approval of Award recommendation for the placement of Purchase Order.

(a) **To successful Bidder**: The same shall be returned after the Order/ Contract is effective and Contract Performance Bank Guarantee is submitted.

(b) **Cancellation/Annulment of Enquiry:** In case NRL/EIL decides to cancel/ annul the Enquiry/ Bidding Document at any stage during the Bidding process but before the award of Work, EMD of the Bidders shall be returned at the earliest from the date of such decision.

17.10. **The Bid security shall be forfeited:**

a) if the information/documents submitted by the Bidder in the Bid is found to be false/forged at any stage of Bidding process, or if a Bidder submits multiple Bids/ alternative Bids, or

b) if a Bidder suo-moto alters/modifies/withdraws his Bid during the period of Bid Validity, or

c) if a Bidder does not accept the correction of arithmetical errors in Price as per Clause 33 [titled : Arithmetic Corrections], or

d) The successful bidder is not ready to accept Purchase Order/Contract or giving any conditional acceptance of Purchase Order /Contract, or

e) The successful bidder fails to deposit the CPBG

f) or to execute the order, or

g) Violates any other condition mentioned elsewhere in the Bidding Document which may lead to forfeiture of EMD.

17.11. NRL shall not pay any interest, commission, bank charges on Bid Security furnished. Further, in case Bank Guarantee submitted is found to be fake, Bid of such Bidder shall be rejected and EIL/NRL may initiate action against the Bidder as deemed necessary as per EIL/NRL Policy.

18 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)

18.1. Procuring authorities as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

(i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying,

falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

18.2. Obligations for Proactive Disclosures

(i) Procuring authorities as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract; and

(ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country or of being debarred by any other procuring entity.

(iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity.

18.3. Punitive Provisions: Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

(i) if his bids are under consideration in any procurement

a) Forfeiture or encashment of bid security

b) calling off of any pre-contract negotiations, and;

c) rejection and exclusion of the bidder from the procurement process

(ii) if a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

(iii) Provisions in addition to above:

a) Banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period; as specified in the NRL's policy for holiday listing Banning/ Debarring of Contractors/ Suppliers.

b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

19 INTEGRITY PACT

19.1. Integrity Pact duly signed by authorized representative of NRL is attached **as Appendix – I to this ITB**. All pages of the Integrity Pact are to be returned by the bidder (along with the unpriced bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid of estimated value of Rs. 1 Crore and above not accompanied by Integrity Pact duly signed by the bidder or the bidder not agreeing to submit a copy of the signed integrity pact shall be considered to be a nonresponsive bid and shall be rejected. Bidder shall not retype or use any IP other than signed IP provided with the Bidding Document.

19.2. Bidder shall also submit an Affidavit as per **Proposal Form – E** confirming that the Bidder is not

involved in any case of Transgression in terms of Integrity Pact.

19.3. Non-submission of IP and Affidavit, and non-adherence to the IP, shall lead to rejection of the Bid. In case of Bid submitted by any partnership firm or Consortium bidder, Integrity Pact must be signed by all Partners/ Consortium members.

19.4. If the Bidder has been disqualified from the tender process prior to the award of the Order in accordance with the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.

19.5. If the Order has been terminated according to the provisions of the Integrity Pact, or if NRL is entitled to terminate the Order according to the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Vendor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the Integrity Pact.

19.6. Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitors as per Integrity pact. Details of Independent External Monitors is as per Appendix I to ITB.

20 POWER OF ATTORNEY

Bidder shall submit a **Power of Attorney (POA)** in the name of authorized signatory who is submitting the bid with his Digital Signature Certificate & signature, as mentioned below:

20.1. **COMPANY:** Bid shall be signed by a duly authorized person holding Power of Attorney for signing the Documents as per the proforma attached as per **Proposal Form – F**.

Alternatively, in case Bid signatory has General Power of Attorney or has the power as per their Board resolution, the same shall be submitted duly certified by Notary Public or CEO/CFO/Company Secretary (CS)/Member of Board of Directors.

In case, Bid is signed by CEO/CFO/CS/any member of board of Directors, no separate POA is required, provided the documentary evidence of their being CEO/CFO/CS/any member of board of Directors is reflected in the MOA/AOA/Financial Statements, else to be submitted separately in the Bid.

Bidder shall also submit the copy of Memorandum of Association (MOA) / Articles of Association (AOA) of the Company.

20.2. **PARTNERSHIP FIRM**: Bid shall be signed by all the partners of the Firm. Alternatively, the Bid shall be signed by any Partner holding Power of Attorney as specified in the Partnership Deed, OR Bid can be signed by an authorized person and shall submit a specific POA for the tender duly signed by all the Partners, as per the proforma attached as per **Proposal Form – F**, duly signed by all the Partners.

Bidder shall submit the copy of **Partnership Deed.**

20.3. **Limited Liability Partnership (LLP) Entity**: Bid shall be signed by the person holding Power of Attorney as per the registered LLP Agreement for the Firm, OR, has the power as per their Board resolution, OR, as per the proforma attached as per **Proposal Form – F**, duly signed by all the LLP Partners.

Bidder shall submit **(i)** a copy of **LLP Agreement**, and **(ii)** a copy of **Certificate of Incorporation**.

20.4. **One Person Company**: Bid shall be signed by the Person Owning the Company. Bidder shall also submit a copy of (i) PAN card, (ii) Bank Mandate Form, duly certified by the Bidder's Banker, and (iii) a copy of Certificate of Incorporation /registration.

20.5. **Proprietorship**: Proprietor shall sign the Bid.

Bidder shall also submit a copy of (i) PAN card and (ii) Bank Mandate Form, duly certified by the Bidder's Banker.

20.6. **Unincorporated Joint Venture/Consortium**: Both members of the consortium shall authorize the Lead Member of the consortium with the authority to bind the consortium, through a Power of

Attorney given jointly by all the members to the Lead Member.

Both Leader as well as Member of the Consortium/JV shall also submit a separate POA from their respective Company/ Firm in the name of the signatory signing the Consortium/JV Agreement. Depending on the formation/ registration/ constitution (Company/ Firm, etc.) of the Leader/Member of the Consortium/JV, POA shall be submitted in a manner, as applicable, as per the above clauses.

20.7. **For Indian Bidder**, the proforma attached in the Proposal Forms shall be on non-judicial **stamp paper** of minimum value of **INR 100/-** and duly Notarized by a Notary Public in India.

For Foreign Bidders, POA shall be:

- on the Stamp Paper of appropriate value or engraving/embossing, in lieu of non-judicial stamp paper, as per applicable laws in Bidder's Country; or
- as per any other system prevailing in the Bidder's country for the purpose of issuing POA.

21 ZERO DEVIATION BID

21.1. **Bidders** to note that enquiry is issued on Zero deviation basis. Bids shall be submitted as Zero deviation Basis. Accordingly offer is to be submitted in complete compliance to Terms & Conditions of Bidding Document without any deviation. Offer with deviation may be liable for rejection without any further correspondence.

21.2. In view of this Bidder shall ensure submission of complete bid without any deviation as per requirement of Bidding Document in first instance itself.

(i) Bidder to note that no correspondence shall be entertained after the due date for bid submission.

(ii) Bidder shall quote prices for only those items which the bidder can supply material as per specifications and for which bidder is approved by EIL.

(iii) ~~No technical details of any nature shall be specified in the bid. If the bid stipulates any technical deviations, it shall be summarily rejected.~~ Bidder shall note that enquiry is issued on zero deviation basis. Bidder shall comply with all technical specifications & commercial terms and other conditions of the enquiry document without any deviations/ clarifications. Any deviation stipulated by bidder shall result in summary rejection of the bid.

(iv) The submission of prices by the bidder shall be construed that bidder has confirmed compliance with all technical specifications of the quoted items as well as commercial terms & conditions of enquiry document.

(v) Other than the details & documents specifically required in the bid as per enquiry document, bidder shall not submit any other detail / document in the bid.

(vi) Bidders in their own interest should ensure submission of complete information/ documentation in the first instance itself. Buyer reserves the right to evaluate the bids based on the details/ documents so furnished in bids without seeking any subsequent additional information/ clarification/ documents.

22 SUBMISSION OF BIDS

22.1. No Physical Bids / Offers shall be permitted. Bidders are required to upload the Bid/ offer along with all supporting documents including Priced Bid on E-Tendering Portal **https://eprocure.gov.in/eprocure/app** only and the offers/Bids submitted online through this Portal shall only be considered for evaluation and ordering. Refer Appendix-VII to ITB for INSTRUCTIONS TO BIDDERS FOR E-TENDERING.

23 DEADLINE FOR SUBMISSION OF BID

23.1. The E-Bids must be submitted on or before the last date and time mentioned in the RFQ.

23.2. The Owner / EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice to all prospective Bidders, extend the deadline for the submission of e-Bids in which case all rights and obligations of the Owner /EIL and Bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23.3. Accordingly, Bid Due Date (BDD) means the final due date and time of submission (dead line of submission) of Bid including the extensions (if any) thereof.

24 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

24.1. No Bid will be received after the deadline of submission of Bid.

24.2. Unsolicited Bids or Bids being submitted to address other than one specifically stipulated in the Bid documents will not be considered for opening / evaluation / award.

24.3. Unsolicited bids received from the bidders who were not issued the enquiry shall not be opened.

25 MODIFICATION AND WITHDRAWAL OF BIDS

25.1. The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the due date prescribed for submission of Bids.

25.2. No Bid shall be modified subsequent to the deadline for submission of Bids.

25.3. No Bid shall be allowed to be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity.

25.4. **There are two specific features in CPP viz, "Withdraw" and "Re-Submission". Bidders should not use the feature "withdraw" unless they have decided to withdraw their bids for non-participation in the bidding process. It is to be noted that once "withdraw" feature is used they will not be allowed to re-submit their bid against this RFQ. In case a Bidder desires to change/resubmit his bid for any reason before bid due date, Bidder shall use "Re-Submission" feature.**

26 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

26.1. The Owner/EIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of the order without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for Owner/EIL's action.

27 UNPRICE BID OPENING

27.1. The un-priced Bids shall be opened online through E-Tendering portal, at the specified date and time given in the RFQ document or extended otherwise.

27.2. Bidders can view the bid opening details online at their respective places, there will be no separate public opening and the bidders shall not be called for attending the bid opening.

27.3. Only name(s) of the Bidders who has/have submitted the Bid(s) shall be visible to the Bidders.

28 CLARIFICATION REQUESTS FROM BIDDERS

28.1. A bidder may seek clarification regarding the Bidding Document provisions, bidding process and/ or rejection of his bid. NRL/EIL 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.However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.

28.2. 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 so as to reach office of NRL not later than 07 days prior to the last date for submission of bids. 48 hours from the date of uploading the status of Tecno-commercial Acceptability where there is disqualification of bidder on non-meeting techno-commercial requirement.

28.3. Right of Bidder to question rejection at Techno-commercial Stage:

A tenderer shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his Techno-commercial bid has been rejected wrongly. The tenderer is to be permitted to send his representation in writing. On receipt of representation, it may be decided whether to withhold opening of the financial bids and bidder may be expeditiously replied.

Certain decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review as mentioned in para 43.5 below.

29 CONTACTING THE OWNER / OWNER REPRESENTATIVE

29.1. From the time of the Bid opening to the time of the award, if any Bidder wishes to contact EIL for any matter relating to the Biding process, it should done in writing only.

29.2. Any effort by a Bidder to influence the Owner/EIL in any manner in respect of Bid evaluation or award will result in the rejection of that Bid.

30 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

30.1. The Owner/EIL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.

30.2. Prior to the detailed evaluation, the Owner/EIL will determine whether each Bid is of acceptable quality, is generally complete and is responsive to the RFQ/Bidding Documents.

30.3. A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission subject to provisions of commercial loading as specified in RFQ Document. For this purpose Purchaser defines the foregoing terms below :-

a) “Deviation” is departure from the requirement specified in the Tender Documents.
b) “Reservation” is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Bidding Document.
c) “Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
d) A material deviation, reservation or omission is one that, If accepted would,
   i) Affect in any substantial way the scope, quality or performance of the job as specified in the Tender Document.
   ii) Limit, in any substantial way, inconsistent with the Tender Document, the Owner/EIL"s rights or the Bidder"s obligation under the proposed Contract.
   iii) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids

30.4. Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the RFQ/ Bidding document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as nonresponsive and rejected.

30.5. The Owner/EIL determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not responsive, it will be liable for rejection by the Owner/EIL.

31 PRICE CHANGES / IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS

31.1. Any Price implication after final Bid Due Date is not permitted. In case of any suo moto change in price, following shall apply:

Stage	Price Increase	Price Decrease
After opening of unpriced bid	Not Acceptable, Bid shall be rejected without offering any opportunity to the bidder to withdraw the same, Action regarding Holiday Listing may be taken. EMD shall be forfeited.	In case of suo moto price decrease: 1. Tender evaluation shall be done without considering suo moto decrease. 2. Ordering shall be done considering suo moto decrease.

32 PRICE BID OPENING

32.1. The Owner/EIL shall inform the time and date for price Bid opening to all such Bidders who qualify & are accepted pursuant to Bid evaluation.

32.2. The Owner will open price Bids online. The Bidders who qualify & are accepted pursuant to Bid evaluation shall be able to view online the prices of all other Bidders who qualify & are accepted pursuant to Bid evaluation at their respective windows, after price Bid opening by Owner.

32.3. If after the opening of price part, it is observed that the bidder has not indicated the prices in the price bid, the bid of such bidder shall be considered as non-responsive and shall be rejected.

33 ARITHMETIC CORRECTIONS

33.1. Bidders shall accept correction of arithmetical errors and shall be binding on him. Failure to accept the correction, shall result in the rejection of the Bid and Bid Security, if any, shall be forfeited.

33.2. If there is correction / wrong entry or a difference between the values entered in figures and in words, the following procedure shall be adopted for evaluation.

i. When there is a difference between the rate in figures and in words for an item, the rate which corresponds to the amount worked out by the Bidder for the item based on the notional quantity specified, shall be taken as correct.

ii. When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct.

iii. When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate.

33.3. If the total amount written against an item does not correspond to the rate written in figures and if the rate in words is not written by the bidder, then the higher of the rates, i.e. higher of the rate worked out by dividing the amount by the notional quantity and the rate quoted shall be considered for evaluation. In the event that such a bid is determined as the lowest bid, the lower of the rates shall be considered for ordering.

34 EVALUATION & COMPARISON OF BIDS

34.1. Bids shall be evaluated on the basis of net effective price, i.e., landed cost at site including transportation/ Site work/ etc. as applicable as per Scope of MR. Following costs, taxes, duties etc., as applicable, shall be used for evaluation of bids:

- Basic ex-works cost (including special tools and tackles),
- Cost of mandatory and commissioning spares, if any
- Third party inspection (TPI) and Other Inspection charges, if extra
- Packing & Forwarding charges [P&F], if extra {Biodegradable packing material should preferably be used for supply of materials}
- FOB charges in bidder's country (in case of foreign vendors),
- All taxes and duties applicable in India for both Indian and foreign bidders,
- Port handling charges (for foreign vendors),
- Freight (including inland freight charges in case of foreign bidders),
- Transit Insurance
- Testing charges,
- Site work charges, if applicable
- Site supervision services charges (for number of days as informed in tender), training charges, if applicable
- PWAMC charges, if applicable
- Commercial loadings, as defined in Appendix-VIII of ITB
- Technical loadings, if any, as defined in MR/Technical section
- Loading for cylinder rental charges, if applicable
- Any other charges indicated by the bidder

34.2. **Evaluation against tenders where only Indian Bids are under comparison**

Bids shall be evaluated after considering prices quoted for the components relevant to indigenous supplies as indicated in Clause No. 34.1 above.

a. Site supervision services for the number of days specified in RFQ Document shall be considered for evaluation.

b. Bidders shall have to quote firm freight charges upto Refinery (Stores) / Project site.

c. If a supplier/bidder does not quote freight charges and indicates that the freight is on to pay basis or "extra at actual" then his FOT Despatch point price shall be loaded with the maximum freight charges quoted by other bidders or pro-rated (with respect to approximate distance on maximum freight charges quoted by other bidders or by 5% (for items other than pipes) or 7% (for pipes), whichever is more. After loading, if the same Bidder becomes L1 (lowest) then the order will be placed based on Freight Charges payable extra at actual subject to maximum freight charges by which the prices of the L1 bidder has been loaded.

d. When a bidder does not mention anything about the freight component, the same shall be considered as "nil" and no further confirmation from vendor shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.

e. If bidder has mentioned freight as "quoted" in the unpriced bid / Annexure to Agreed terms & Conditions (ATC) but has not mentioned freight charges in priced bid / stated the Percentage Freight in Annexure to ATC, then the basic price quoted shall be considered as inclusive of freight charges and no further confirmation from vendor shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.

f. Where bidder has quoted firm freight charges, documentary evidence of freight is not required. Bidder shall be paid as per freight quoted by them.

g. In case of ODC/OWC bidders shall have to mandatorily quote for freight upto Refinery (Stores) / Project site. In case the bidder does not quote the freight charges, their offer shall be liable for rejection of which NRL shall be the sole judge.

h. Bids shall be evaluated on the basis of landed cost / total cost at Site including third party inspection charges by TPI Agency, transportation charges and applicable taxes & duties. Inland Transit Insurance shall be considered @0.5% for evaluation.

i. In case TPI by EIL, to calculate landed cost, notional loading at the rate of 1.25% of FOT Dispatch Point Price on account of TPI shall be considered.

j. Bids shall be evaluated on the basis of net effective price, i.e., Total landed cost at site including transportation/ Site work/ etc. as applicable as per Scope of MR as mentioned below:

SR. No.	TERMS AS PER RFQ	LOADING FACTOR
1.	FOT Dispatch Point Price	As quoted
2.	Cost of mandatory spares identified in the Material Requisition, commissioning Spares and special tools & tackles (Prices for recommended 2 years Operation & Maintenance spares is excluded)	As quoted (if sought extra)
3.	Freight charges	As quoted
4.	GST on Supply,Mandatory Spares & Freight	As applicable
5.	Total Price for Supplies at Site including GST	**SUM OF SR. NOS. (1+2+3+4)**
6.	Services: Price for Site Work/ Supervision/ Training/ 3-D Modelling/ Hazop Study/ AMC (if applicable)	As quoted

7.	GST on Site work/ Supervision/ Training/ 3-D Modelling/ Hazop Study/ AMC Price	As applicable
8.	Total Price for Services including GST	**SUM OF SR. NOS. (6+7)**
9.	Technical & Commercial loadings, if any	As applicable
10.	Prices for additional Guarantee period shall be considered for price evaluation, if required as per MR/ RFQ	As quoted by the bidder + GST as applicable
11.	Inspection by EIL (if applicable as per ITP) – Notional Loading	@ 1.25% on Sl. No. 1
12.	Inland Transit Insurance- notional loading	@ 0.5% on Sl. No.1+2
13.	Total Landed cost at site	**SUM OF SR. NOS. (5+8+9+10+11+12)**
14.	Less Input Tax Credit: 13% of GST (as quoted in Price Schedule for Supply, Freight, Site work, supervision, Training, 3-D Modelling, Hazop Study, AMC Price, additional Guarantee- as applicable)	As applicable
15.	Total Landed cost for price comparison	**SR. NO. 13 MINUS (-) SR. NO. 14**

~~Note: Refer **Appendix-VIII to ITB** for commercial loading of offers in case of deviations.~~

34.3. **Where only Foreign Bids are under comparison**

Bids shall be evaluated considering the components relevant to imported supplies as indicated in Clause No. 34.1 above.

a. Orders shall be on FOB seaport of exit basis / FCA airport of exit basis, wherein the Ocean / Air shipment from FOB seaport of exit / FCA airport of Exit to the designated Indian seaport / airport shall be arranged by the NRL.

b. NRL reserves the right to ask the bidder to arrange shipment through the bidder's own freight forwarder at the quoted freight rates. In such case, Bidder to coordinate with NRL nominated Customs House Agent for smooth discharge /delivery of the cargo at the Port of arrival. Where, the foreign bidder does not accept the Ocean / Air shipment in his scope, offer of such bidder shall be rejected.

c. ODC / OWC cases: Unless specifically mentioned otherwise Bidders shall be required to quote firm freight charges up to specified Sea Port / Air Port near to Refinery Site. Order shall be placed on FOB basis with a provision that NRL may convert it to CFR/CPT basis at a later date, if required. In case of package items requiring FOT site delivery (i.e. DDP) & site work and services, the port clearance shall be done by the bidder and custom duty paid on-behalf of NRL (Paid custom duty reimbursable against documentary evidence). The material so cleared at port of entry, shall be issued to bidder as free issue against necessary Indemnity bond and further loading, local transportation and unloading (on site) shall be done by the bidder. In case the bidder does not quote the freight charges, their offer shall be liable for rejection.

d. For other than ODC / OWC cases: Bidders shall be required to quote firm freight charges up to specified Sea Port / Air Port near to Refinery Site. In case a bidder declines to quote firm freight, freight @6% of FOB price for Asia Pacific / Europe and 9% of FOB price for other places or the highest freight charges quoted by any other bidder against the Tender, whichever is higher shall be loaded.

After loading, if the Bidder becomes L1 (lowest) then the order may be placed on CFR seaport of entry (Kolkata/Haldia) / CPT airport of entry (Kolkata/Guwahati) in India basis, based on Ocean/Air Freight Charges payable extra at actual subject to maximum Ocean / Air freight charges considered by which the prices of the L1 bidder has been loaded.

NRL will release the Order on FOB basis with freight arrangement by its own freight forwarder but will have the option of changing to CFR Indian Port at a later date with freight charges payable upto a maximum of bidder's quote. Ocean freight shall have to be kept valid for entire duration of the Order, irrespective of whether the order has been placed on FOB or CFR basis.

e. In case of pipes, in case a foreign bidder has not quoted or not included stowage charges, the same shall be loaded @10% of Ocean Freight.

f. Bids shall be evaluated on the basis of landed cost / total cost at Site including third party inspection charges by TPI Agency, transportation charges and applicable taxes and duties in India. Comparison cost shall be arrived at considering the following:

SR. NO.	TERMS AS PER RFQ	LOADING FACTOR
1.	F.O.B. Price including P&F Charges, TPI Charges, any other charges up to FOB port of Shipment, Cost of mandatory spares identified in the Material Requisition, commissioning Spares and special tools & tackles, but excluding costs of bidder's recommended Spares for two years operation & maintenance. (Note: In case of pipes FOB price is inclusive of stowage charges)	As quoted
2.	Add Ocean Freight	As quoted
3.	Add Marine insurance	1% of FOB price
4.	**Sub Total – CIF Price**	**SUM OF SR. NOS.**
		(1+2+3)
5.	Add Customs Duty (considering prevailing applicable rate of Basic Customs Duty as per provisions of Special Purchase Conditions or Basic Custom Duty as per CEPA, FTA, Multi-Lateral or Bi-Lateral etc. as applicable) on CIF value plus applicable rate of IGST & Social Welfare surcharge	Prevailing rate on (CIF value i.e. SR. NO. 4).
6.	Add Port handling charges + Custom Clearance	@ 2% of CIF value i.e. 2% of SR. NO. 4
7.	Add Inland freight charges from Port of Entry in India (Kolkata/Haldia) to Refinery (Stores)/ Project Site	@ 2% of landed cost i.e. SUM OF SR. NOS. 4 + 5 + 6
8.	Add Inland Transit Insurance	@ 0.5% of landed cost i.e. SUM OF SR. NOS. 4 + 5 + 6 + 7
9.	Add Letter of credit Charges	@ 1% of FOB value i.e. 1% of SR. NO. 1
10.	**Sub Total – Landed Supply Price up to project site**	**SUM OF SR. NOS. (4+5+6+7+8+9)**
11.	Technical & Commercial Loadings, If any	As applicable
12.	Services: Price for Site Work/ Supervision/ Training/ 3-D Modelling/ Hazop Study/ AMC (if applicable)	As quoted
13.	GST on Site work/ Supervision/ Training/ 3-D Modelling/ Hazop Study/ AMC Price	As applicable
14.	Prices for additional Guarantee period shall be considered for price evaluation, if required as per MR/ RFQ	As quoted by the bidder + GST as applicable

15.	Less Input Tax Credit: 13% of GST (as quoted for Supply, Freight, Site work, supervision, Training, 3-D Modeling, Hazop Study, AMC Price- as applicable)	As applicable
16.	**TOTAL EVALUATED PRICE**	**SUM OF SR. NOS. (10+11+12+13+14) MINUS (–) SR. NO. 15**

~~Note: Refer **Appendix-VIII to ITB** for commercial loading of offers in case of deviations.~~

Foreign bids shall be compared considering the Bill Selling Rate released by State Bank of India prevailing as on the date of unpriced opening (Techno- commercial offer)

Note: In case activity at Sl. No. 6 & 7 of above table is in bidder's scope then for loading, price quoted by bidder against such activity shall be considered for evaluation instead of notional loading stipulated in table.

34.4. **Where Indian as well as Foreign Bids are under comparison**

a. Indian Bidders: - Bids shall be evaluated on the basis of landed cost at Site as explained above.
b. Foreign Bidders: - Bids shall be evaluated on the basis of landed cost at Site as explained above.
c. CGST & SGST or IGST shall not be included in the quoted prices and shall be payable extra at actuals on submission of Invoice. Payment of per diem charges shall be made after deduction of withholding tax/TDS.

34.5. **General**

a. Bids shall be evaluated on item wise lowest basis or basket wise, as mentioned in enquiry.

b. The evaluation and ordering shall be carried out considering the rates of GST as quoted in the bid.

c. Corrections in any errors/ omissions in rates or applicability in statutory taxes/ duties applicable on goods & services which are required to be quoted extra as per provisions of bidding document shall not be considered as price implications and shall be permissible so far as such corrections are based on reply to clarification(s) raised on the bidder. However, wherever no clarification(s) is raised, the evaluation shall be carried out based on taxes and duties/ HSN code quoted by the Bidder.

d. In case, in unpriced bid, bidder has indicated 'Quoted / % indicated' against Freight charges but the same is found blanked in Priced part then the Freight charges shall be considered as included in quoted price. In case in the un-priced bid, it appears that bidder has not quoted Per diem charges for any services such as Supervision, AMC, Training etc. or indicated as "Extra at actuals" then the bid shall be rejected.

e. Suo moto price discounts and discounts for prompt payments shall not be used for evaluation.

f. In case of tie between two or more parties (even after consideration of applicable preferences for MSE / Local content, discount etc.), it shall be resolved through:-

(i) The quantities be divided equally among the L1 bidders (provided that the quantity is divisible / economically viable).

(ii) Lottery among the L1 bidders to select one successful bidder.

It may also be decided that in case the successful agency as selected above refuses or fails to execute the supply/service after award, the quantities or unexecuted quantities may be subsequently offered to any of the other L1 agencies (not awarded any qty. so far), adopting appropriate selection process by NRL like lottery among the remaining interested agencies [in case of (i) above] or wait listed agencies determined in the original lottery [(ii) above].

- 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.

g. Prices for Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC), if any mentioned in Material Requisition/Technical Specifications/Scope of Tender or equivalent term, shall be considered for evaluation. However, Purchase order for PWCAMC shall be placed separately by NRL.

h. Evaluation shall take into consideration Government of India guidelines with respect to Purchase Preference applicable to MSEs/ PPP-MII as well as any other applicable Government of India Guidelines.

i. Canvassing in any form will make the bid liable for rejection

j. **Shifting:** For the purposes of shifting, cost of order management per order is considered as INR 2 lakh. Based on lowest evaluated item wise prices the shifting shall be carried out provided the following conditions are met:

i. Shifting shall be done only if shifting cost of each order is upto INR 2 lakh.

ii. Shifting shall not be resorted to if the value of the order is more than 25% of the total order value of the recommendation. However, this ceiling will not be applicable where total order value of recommendation is upto INR 8 Lakh.

iii. In case the order value on L1 bidder is more than INR 5 lakh then shifting shall not be resorted.

iv. If L1 bidder is MSE bidder, no shifting shall be resorted.

With above shifting the selected bidder for award will be deemed to be L1 bidder.

35 QUANTITY VARIATION

35.1. The Owner/EIL reserves the right to vary the quantity of goods, as specified in MR, without any change in quoted unit price or other terms and conditions.

35.2. Owner/EIL reserves the right to delete the requirement of any one or more items of MR without assigning any reason.

36 PRICE CHANGES / IMPLICATIONS AFTER OPENING OF PRICE BIDS

36.1. **After opening of price bid**, if the bidder increases the price, though within the validity period and even though the offer remains lowest the bid should be rejected. Bid Security of such Bidder shall be forfeited and Bidder shall be debarred for future enquiries for such action of bidders as a penal measure.

36.2. Suo-moto Price reduction after price bid opening are to be ignored for evaluation. However, if the bidder happens to be the lowest based on original price bids, the benefit of such reduction may be availed of while placing order.

37 PURCHASE PREFERENCE TO MICRO OR SMALL ENTERPRISES

Refer Appendix –II TO ITB

38 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

Refer Appendix – III TO ITB

39 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP),

Domestically Manufactured Iron & Steel Products in Government Procurement (DMI&SP) shall be as per Appendix -IV to ITB.

40 PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA

Applicable as per **Appendix -V to** ITB

41 NEGOTIATION

Negotiations will not be conducted with the bidder as a matter of routine. However, NRL reserves

the right to conduct negotiations.

41.1. Bidder is expected to quote after careful analysis of costs involved for the performance of the complete item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. Further, NRL shall not analyze the workability of the prices quoted by the bidder. The bidder shall be solely liable for any and all loses, whether direct or consequential, in this regard, and NRL disclaims any and all liabilities in this regard.

Prior to award, NRL/EIL may require confirmation for the following:

(i) They have read the tender terms and conditions and understood the scope of work completely;

(ii) They shall execute the job at their offered rate without any deviation to the tendered specification; and

(iii) They shall be able to complete the job within the scheduled time.

Failure to provide unconditional confirmation to any and/or all of the above points shall be treated as withdrawal of offer and necessary action under NRLs Holiday Listing Policy shall be initiated

42 AWARD OF WORK

42.1. NRL shall place Purchase Order to the bidder(s) who has (have) been determined to be the lowest successful bidder(s) for item(s)/ Group(s) of MR as per the item wise / GroupWise ordering philosophy defined in RFQ / Price Schedule.

43 NOTIFICATION OF AWARD

43.1. Prior to the expiration of period of Bid validity Owner /EIL will notify the successful Bidder (s) in writing by e-mail to be confirmed in writing, that his Bid has been accepted. The notification of award / Letter of Acceptance will constitute the formation of the Order.

43.2. The Delivery Schedule shall commence from the date of Notification of Award / Letter of Acceptance (LOA).

43.3. LOA will contain price, delivery and other salient terms of Bid and RFQ Document.

43.4. Bidder will be required to confirm receipt of the same by returning "Copy of the LOA" duly signed and stamped by the Bidder as a token of acknowledgement to Owner and EIL. On receipt of acknowledgement without any deviation / condition, detail Purchase Order -will be issued in quadruplicate. Three copies of the same without any condition / deviation will be returned duly signed and stamped by the Bidder as a token of acknowledgement to Owner and EIL.

43.5. Bidder's right to question rejection at this stage:

A tenderer shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. The tenderer is permitted to send his representation in writing to the following officials of NRL:

Name: Dhruba Jyoti Das

Designation: Deputy General Manager (Commercial)

e-Mail: djd@nrl.co.in

Mobile No.: 9435152137

The procuring entity should ensure a decision normally within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

(i) Only a bidder who has participated in the concerned procurement process i.e. prequalification, bidder registration or bidding, as the case may be, can make such representation

(ii) In case pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder

who has qualified in pre-qualification bid;

(iii) In case techno-commercial bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

(iv) Following decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review:

a) Determination of the need for procurement;

b) Selection of the mode of procurement or bidding system;

c) Choice of selection procedure;

d) Provisions limiting participation of bidders in the procurement process;

e) The decision to enter into negotiations with the L1 bidder;

f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and

h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition.

44 REVERSE AUCTION

Reverse Auction is not applicable.

45 BASKET CONCEPT IN PURCHASING

45.1. In case of MRs (group/ basket/ block/ itemwise) / Lumpsum Enquiry, during unpriced evaluation if a bidder has not quoted any part/ component the bid of such a bidder for the corresponding group/ basket/ block/ item (or the entire MR/ lumpsum Enquiry, in case there is only one group/ block) shall stand rejected. However, EIL reserve the right to ask the bidder to absorb the same (except in case of an item not being quoted in an itemwise MR). Non-compliance shall result in rejection of corresponding item/group/block.

45.2. It is clarified here that for grouped/ basket/ block, if any item not quoted, the offer shall be rejected for that group/ basket/ block without any CQ/ TQ.

45.3. In case, the above is discovered post priced bid opening, such bidder's bid shall not be considered for evaluation for the corresponding group/ block or entire MR/ tender, if there is only one single group/ block. In such an event, the lowest bidder shall be determined out of the remaining bidders.

45.4. No repeat ordering shall be considered for items ordered as a basket unless the entire basket has to be repeat ordered.

46 SPARES

46.1. MR shall include list of mandatory spares, wherever required, clearly indicating quantity required and shall be considered in the evaluation. All such spares quoted by suppliers against the specified MR requirement will be evaluated and recommended for ordering with the main equipment.

46.2. Commissioning spares and special tools and tackles, if required and mentioned in MR, will be considered for price evaluation and recommended for ordering as quoted by Suppliers. However, Supplier shall be fully responsible and no additional cost / time shall be paid / given by NRL in case commissioning spares / special tools & tackles over & above those quoted by supplier are required.

46.3. Bidders shall quote their recommended two years' operation and maintenance spares with 2 years validity from the date of LOA however the same will not be considered for price evaluation. These will be selected and ordered by NRL separately as and when required.

47 WAIVER OR TRANSFER OF THE AGREEMENT

47.1. The successful Bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.

48 CARTEL FORMATION

48.1. In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation /placement of order. Such Bidder will also be debarred from Bidding in future.

APPENDIX-I TO ITB

PRE-SIGNED INTEGRITY PACT

INTEGRITY PACT

(Updated format w.e.f. 20.08.2025)

NOTE TO BIDDER:

a. Proforma of Integrity Pact(enclosed) shall be returned by the Bidder(s) along with the bid documents (technical bid in case of 2 part bids), duly signed by the same Signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed shall result in the bid not being considered for further evaluation.

b. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of the Integrity Pact.

c. If the contract has been terminated according to the provisions of the Integrity Pact, or if NRL is entitled to terminate the contract according to the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Contractor / Supplier Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee as per provisions of the Integrity Pact.

d. Bidders may raise disputes / complaints, if any, with the Independent External Monitor(s) through telephone and email followed by written document or telephone and written document. However date of receipt of complaint shall be the date of receipt of signed written document only.

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

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

1. Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments,
3-6-467 &468, Street number 6,
Himayat Nagar, Hyderabad, Pin-500029
Email: sridharpidatala@gmail.com

2. Shri Kishore Kumar Sansi, Ex- MD & CEO, Vijaya Bank
B-301, Badhwar Apartments,
Sector -6, Plot No. 3, Dwarka,
West Delhi, New Delhi -110075
Email: kishoresansi1@gmail.com

दिगंत दास / DIGANTA DAS
मुख्य महाप्रबंधक (वाणिज्यिक)
Chief General Manager (Commercial)
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम-७८५६९९ / Golaghat, Assam-785699

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for.....

.....

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which

दिगंत दास / DIGANTA DAS
मुख्य महाप्रबंधक (वाणिज्यिक)
Chief General Manager (Commercial)
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम-७८५६९९ / Golaghat, Assam-785699

he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder / Contractor/ Supplier, either while presenting the bid or during pre-contract negotiations shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

e) If the BIDDER or their personnel have financial or business relationships with any official of procuring entity who are directly related to tender or execution process of the contract or such official has any personal interest in the bidding firm, the same shall be disclosed by the BIDDER at the time of filing of tender or during pre-contract negotiations.

f) The Bidder / Contractor/ Supplier who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

दिगंत दास / DIGANTA DAS
मुख्य महाप्रबंधक (वाणिज्यिक)
Chief General Manager (Commercial)
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम-785699 / Golaghat, Assam-785699

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

(1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentially.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor/ Supplier is a joint venture, a consortium or a partnership firm, this agreement must be signed by all partners / members of the concern. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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गोलाघाट, असम-७८५६९९ / Golaghat, Assam-785699

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

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

दिगंत दास / DIGANTA DAS
मुख्य महाप्रबंधक (वाणिज्यिक)
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गोलाघाट, असम-७८५६९९ / Golaghat, Assam-785699

Place .....

Witness 1 : .....
(Signature/Name/Address)

Date .....

Witness 2 : .....
(Signature/Name/Address)

APPENDIX-II TO ITB

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

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

Job Name :

Tender No. :

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
- Notification S.O. 4926(E) dated 18.10.2022 issued by Ministry of MSME
- 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**
   All Tenders shall be provided free of cost and tender documents are downloadable from the Central Public Procurement Portal (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-splitable 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 splitable 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.

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रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

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भाग II—खण्ड 3—उप-खण्ड (ii)
RT II—Section —Sub-section (ii)

प्राधिकार से प्रकाशित
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सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

अधिसूचना

नई दिल्ली अक्तूबर 2022

का.आ. 4926**(अ).**—केन्द्रीय सरकार सूक्ष्म लघु और मध्यम उद्यम विकास अधिनियम 2006 (2006 का 27) की धारा 7 की उप धारा (9) के साथ पठित उप धारा (1) और धारा 8 की उप धारा (3) के साथ पठित उप धारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के सूक्ष्म लघु और मध्यम उद्यम मंत्रालय की अधिसूचना संख्यांक का.आ. 2119(अ) तारीख 26 जून 2020 जो भारत के राजपत्र असाधारण भाग II खंड 3 उपखंड ( ) में प्रकाशित की गई थी का और निम्नलिखित संशोधन करती है अर्थात् :-

उक्त अधिसूचना में पैरा 8 के उप पैरा (5) के स्थान पर निम्नलिखित उप पैरा रखा जाएगा अर्थात् :-

"(5) संयंत्र और मशीनरी या उपस्कर में निवेश में उच्चतर परिवर्तन अथवा और टर्नओवर में उच्चतर परिवर्तन तथा परिणामस्वरूप पुन:वर्गीकरण की स्थिति में कोई उद्यम उस प्रवर्ग (सूक्ष्म या लघु या मध्यम) से ऐसे उच्चतर परिवर्तन की तारीख से तीन वर्ष की अवधि के लिए उन सभी गैर-कर लाभों का उपयोग करता रहेगा जैसा कि वह पुन:वर्गीकरण से पहले कर रहा था ।"

फा. सं. पी-05/1/2022-जीईएन

शैलेश कुमार सिंह अपर सचिव एवं
विकास आयुक्त (एमएसएमई)

टिप्पण : मूल अधिसूचना संख्यांक का.आ. 2119(अ) तारीख 26 जून 2020 द्वारा भारत के राजपत्र भाग II खंड 3 उपखंड ( ) में प्रकाशित की गई थी और तत्पश्चात् संख्यांक का.आ. 1055(अ) तारीख 5 मार्च 2021 का.आ. 2347(अ) तारीख 16 जून 2021 का.आ. 278(अ) तारीख 19 जनवरी 2022 और का.आ. 2134(अ) तारीख 6 मई 2022 द्वारा संशोधित की गई थी ।

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New Delhi, the 18th October, 2022

S. . 2 (E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following further amendments in the notification of the Government of India, Ministry of Micro, Small and Medium Enterprises number S.O. 2119(E), dated the 26th June, 2020, published in the Gazette of India, Extraordinary, Part-II,Section 3, Sub-section (ii), namely:-

In the said notification, for sub-paragraph (5) of paragraph 8, the following sub-paragraph shall be substituted, namely:-

"(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 non-tax 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.".

[F. No. P-05/1/2022-GEN]

SHAILESH UMAR SINGH, Addl. Secy.
and Development Commissioner (MSME).

ote The principal notification was published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii) *vide* number S.O. 2119 (E), dated the 26th June, 2020 and subsequently amended *vide* numbers S.O. 1055(E), dated the 5th March, 2021, S.O. 2347(E), dated the 16th June, 2021, S.O. 278(E), dated the 19thJanuary, 2022 and S.O. 2134(E), dated the 6th May, 2022.

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APPENDIX-III TO ITB

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

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) <u>After award of contract</u>**:**

- 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) **<u>Failure of bidder in complying with the local content post award:</u>**

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 form 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.

****

FORMAT– 2A

(DECLARATION TO BE SUBMITTED ALONG WITH UNPRICED BID)

Declaration/ Undertaking for availing purchase preference under PP-LC Policy

Sr. no.	Parameter	Declaration	Remarks
1	We confirm that our offer is in compliance to Policy to provide purchase preference (linked with local content) as per the provision of enquiry.	Yes / No *(Please √, as applicable)*	
2	Please clarify whether the bidder is a Class-I Local Supplier OR a Class-II Local Supplier or Non-Local Supplier.	Class-I : __ Class –II : __ Non-Local : __ *(Please √, as applicable)*	
3	Bidder confirms that the bidder meets the minimum Local content requirement as specified for Class-I or Class–II local supplier specified for claiming Purchase Preference under policy to purchase preference (linked with local content).	Yes/ No *(Please √, as applicable)*	
4	**Mention the percentage of local content in the bid. [** *Incase of Multiple Item Splitable Tender, bidder must indicate % of Min. LC item-wise as per format 2C enclosed with the tender.*]	_____% *(Please fill)*	Bidder to ensure that bidder's % local content mentioned in Sr. 4, is in accordance with status mentioned as Class-I Local Supplier OR as Class-II Local Supplier (as applicable) in sr. no. 2 above. Bidder to provide break-up of local content calculation as per **Format – 2AA** provided below.
5	We confirm that we have submitted the requisite documents, as per the PP-LC policy enclosed in the bidding document, to establish our status as Class-I or Class–II local supplier, as applicable.	Yes/ No *(Please √, as applicable)*	Failing to submit these documents will be liable for rejection/ non-consideration for purchase preference, as per the provisions defined in PP-LC policy enclosed in bidding document.
6.	In case order is placed on us, we hereby declare to submit Local Content Certificate along with each Invoice raised in line with the Min Local Content declared by us in our offer against the tender.	Yes/ No *(Please √, as applicable)*	
7	Whether bidder is an MSE bidder?	Yes/ No *(Please √, as applicable)*	If yes- Necessary documents to be attached along with unpriced part of the bid.

Signature of bidder's authorized signatory:_____
(With Seal/ Stamp/Date)

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

FORMAT– 2AA

Format for calculation of Local Content in Goods/Services/Works/EPC Contracts:

All figures should only be in terms of percentage (%) of total quoted price. Actual prices must not be mentioned here.

		Domestic	Imported			Total	Local content in %
Particulars			Imported Items (Including all custom duties)	Locally Sourced Imported Items from resellers or distributors (Inclusive of taxes)	License, royalties, technical expertise etc. sourced from outside India		
		A	B	B1	B2	C = A+B+B1+B2	D = (A ÷ C) x 100%
A	Cost component I. Material used / Direct Material cost (in % only)				x		
	II. Personnel, consultant, labour cost (in % only)						
	III. Other services, production, overhead cost (in % only)						
	IV. Total cost (I to III) (in % only)						
B	Taxes and Duties (in % only)	Excluding net domestic indirect taxes					
C	Total quoted price (in % only)					100%	

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 in INR.

Signature of bidder's authorized signatory:_____
(With Seal/ Stamp/Date)

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

FORMAT– 2B

[To be submitted for contracts above Rs. 10 Crores]

(DECLARATION – CERTIFIED, TO BE UPLOADED ALONG WITH UNPRICED BID)

Certification towards local content (as per the provision of pp-lc policy)

To,
M/s Numaligarh Refinery Limited

We, _____, the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of M/s _____ (name of the bidder) having our registered office address _____ hereby certify the following:

a) We have reviewed the local content in the offer no. _____ dated _____ submitted by M/s _____ (name of the bidder) against the enquiry no. _____ as per the requirement defined in policy to purchase preference (linked with local content).

b) In the above offer, we certify the bidder's status and local content as under:
   - Class-I local Supplier: Offer has local content equal to or more than 50%, as defined in the policy.
     OR
   - Class-II local Supplier: Offer has local content more than 20% but less than 50%, as defined in the policy.

{Strike off whichever is not applicable out of two above)

Name of Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant:

[Signature of Authorized signatory] Name :

Designation Seal :

Membership no. : UDIN No:

Note:

1) This undertaking shall be certified by 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 suppliers other than companies).
2) The above format is indicative, the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant can modify the format without changing the intent of certification.

FORMAT-2C

Declaration of Minimum Local Content (item wise)
(Applicable for Multiple Item Splitable Tender)

BOQ Sl. No.	**Item Short Text**	**Bidder's Declaration of Minimum Local Content (item-wise)** (To be filled from options provided in last column)	**Available Options**
10	Item 1		***Class-I Local Supplier (Min LC ≥ 50%)*** ***or*** ***Class-II Local Supplier (20%≤Min LC <50%)*** ***or*** ***Non-Local Supplier (Min LC<20%)*** ***or*** ***Item Not Quoted***
20	Item 2		
30	Item 3		
40	Item 4		
..	……		
..	……		

Signature of bidder's authorized signatory:

(With Seal/ Stamp)

Date:

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

File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)
****

Shastri Bhawan, New Delhi
Dated 26th April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL// BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

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, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.

c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

26/04/2022

(Santanu Dhar)
Under Secretary to the Govt. of India
Tel.: 011-23388652

Copy to:

a. PS to Minister, PNG
b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

Copy for information to:

Secretary, DPIIT

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purposes of this Order:
   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'*Class-I local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'*Class-II local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'*Non - Local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'*L1*' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'*Margin of purchase preference*' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'*Nodal Ministry*' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'*Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

2A. *Special treatment for items covered under PLI Scheme*

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
c. If 'Class I Local suppliers' qualify for award of contract for at least

50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content**: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide 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 suppliers other than companies) giving the percentage of local content.

c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, 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 at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

f. Nodal Ministries and procuring entities may prescribe fees for such complaints.

g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

l. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. **Specifications in Tenders and other procurement solicitations**:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. **Reciprocity Clause**

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

a. reduce the minimum local content below the prescribed level; or
b. reduce the margin of purchase preference below 20%; or
c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee**: A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standting Committee shall meet as often as necessary, but not less than once in six months. The Committee

a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
b. shall annually assess and periodically monitor compliance with this Order
c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
d. may require furnishing of details or returns regarding compliance with this Order and related matters
e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

19/2/24

(Himani Pande)
Additional Secretary to the Government of India
Tel: 011-23038888
E-mail: ashp.dpiit@gov.in

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier".
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

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4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/5/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

***

File No.:FP-20013/2/2017-FP-PNG-Part(1) (E-36682)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)
****

Shastri Bhawan, New Delhi
Date 11th July, 2023

To,

1. Chairman, IOCL
2. CMD, ONGC/ OIL/ BPCL/GAIL/ HPCL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/ NRL/ CPCL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IIPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

Subject: Public Procurement (Preference to Make in India) Order, 2017: notifying revised Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contacts/projects- reg.

Reference: MoPNG letter no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022.

Sir/ Madam,

I am directed to refer to this Ministry's above mentioned letter and to say that in order to increase competition and to incentivize progressive increase in Minimum Local Content in high value oil and gas LSTK/EPC contracts/projects, it has been decided under para 14 of the Public Procurement (Preference to Make in India) Order, 2017, to revise Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for such contacts/projects on progressive basis with predictable trajectory.

2. The Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects shall be as under:

Estimated cost		**2023-24**	**2024-26**	**2026 onwards**
Between USD 25 Million to USD 50 Millions	MLC	50%	50%	50%
	PP	10%		
Between USD 50 Millions to USD 100 Millions	MLC	30%	50%	50%
	PP	10%		

11/07/23

Estimated cost		2023-24	2024-26	2026 onwards
Between USD 100 Millions to USD 150 Millions	MLC	30%	35%	50%
	PP	10%		
More than USD 150 Millions	MLC	30%	30%	35%
	PP	10%		

3. This issues with the approval of Hon'ble Minister, P&NG.

Yours faithfully

(Kapil Kumar)
Under Secretary to the Govt. of India
Tel.:011-23383074

Copy to,

a. PS to Hon'ble Minister, P&NG
b. PS to Hon'ble MoS, P&NG
c. PPS/PS to Secretary, P&NG
d. PPS/PS to AS&FA/ AS, MoPNG
e. PPS/PS to JS(E&BR)/ JS (M&OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
f. Technical Director, NIC: with request to upload the letter on MoPNG website

Copy for information to,

Secretary, DPIIT

APPENDIX-IV TO ITB

PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-18122025-268626
CG-DL-E-18122025-268626

असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 17 दिसम्बर, 2025

सा.का.नि. 904(अ).—घरेलू स्तर पर विनिर्मित पूर्ववर्ती लौह एवं इस्पात उत्पाद नीति के अधिक्रमण में, सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने के लिए संशोधित घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद नीति-2025 को आम सूचना के लिए एतदद्वारा प्रकाशित किया जाता है।

सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2025

1. पृष्ठभूमि

1.1 यह नीति सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।

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1.2 यह नीति परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों की खरीद, परिशिष्ट ख में सूचीबद्ध पूंजीगत वस्तुओं की खरीद और परिशिष्ट ग में स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से प्रौद्योगिकी पर लागू होती है।

2. परिभाषाएं

2.1 **बोलीदाता** लौह एवं इस्पात का कोई घरेलू/विदेशी विनिर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित परियोजनाओं में बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।

2.2 **घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद** वे लौह एवं इस्पात उत्पाद हैं जिनका विनिर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एसईजेड) शामिल हैं।

2.3 **घरेलू विनिर्माता** केंद्रीय माल और सेवा कर अधिनियम, 2017 की धारा 2(72) के अनुरूप एक विनिर्माता है।

2.4 **घरेलू मूल्य संवर्धन** का अर्थ है भारत में जोड़े गए मूल्य की राशि जो अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) में से अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य के अनुपात के रूप में वस्तु में आयातित सामग्री के मूल्य (सभी सीमा शुल्कों सहित) को घटाकर प्रतिशत में प्राप्त होगी। 'घरेलू मूल्य संवर्धन' की परिभाषा डीपीआईआईटी दिशा-निर्देशों के अनुरूप होगी और भविष्य में डीपीआईआईटी द्वारा किसी भी बदलाव के मामले में इसे उपयुक्त रूप से संशोधित किया जाएगा। इस नीति दस्तावेज के उद्देश्य के लिए, घरेलू मूल्य संवर्धन और स्थानीय सामग्री का परस्पर उपयोग किया गया है।

% घरेलू मूल्य संवर्धन =

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) - वस्तु में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)}

---------- X 100%

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

2.5 **तैयार इस्पात** (फिनिश्ड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।

2.6 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।

2.7 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।

2.8 **स्वदेशी प्रौद्योगिकी:** किसी प्रौद्योगिकी को स्वदेशी प्रौद्योगिकी माना जाएगा यदि, इकाई की कम से कम 51% इक्विटी भारतीय निवासियों के पास हो और आईपीआर का स्वामित्व या सह-स्वामित्व किसी भारतीय इकाई के पास हो या विशेष रूप से उन्हें लाइसेंस प्राप्त हो तथा मुख्य इंजीनियरिंग अनुसंधान एवं विकास और परियोजना निष्पादन क्षमताएं भारत में हों।

2.9 **एल1** का तात्पर्य निविदा अथवा अन्य अधिप्राप्ति अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य अधिप्राप्ति अनुरोधों में प्राप्त न्यूनतम निविदा अथवा न्यूनतम बोली अथवा न्यूनतम भाव से होगा।

2.10 **एमओएस** का आशय इस्पात मंत्रालय, भारत सरकार से है।

2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में शामिल मदों के लिए 20% होगा।

2.12 **मेल्ट एंड पोर** को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात बनाने वाले फर्नेस में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। जिस स्थान पर यह प्रक्रिया होती है उसे मेल्ट एंड पोर (सीओएम) का उद्गम स्थल कहा जाता है। सीओएम वह मूल स्थान है जहाँ क्रूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। मेल्ट एंड पोर (सीओएम) का देश भारत होना चाहिए। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।

2.13 **निवल बिक्री मूल्य** इन्वॉइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।

2.14 **अर्ध-तैयार इस्पात** (सेमी-फिनिश्ड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूम्स और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।

3. अपवर्जन

3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी अधिप्राप्ति के लिये निम्नलिखित शर्तों के अध्यधीन छूट प्रदान की जा सकती है।

3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का विनिर्माण देश में नहीं किया जाता हो, अथवा

3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।

3.2 छूट संबंधी अनुरोध लौह एवं इस्पात उत्पादों की घरेलू स्तर पर अनुपलब्धता के पर्याप्त प्रमाण के साथ स्थायी समिति के समक्ष प्रस्तुत किए जाएंगे।

4. स्थायी समिति

4.1 सचिव (इस्पात) की अध्यक्षता में एक स्थायी समिति नीति के कार्यान्वयन को देखेगी।

4.2. इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एमओएस) से लिए गए विशेषज्ञ शामिल होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा:

4.2.1 नीति के कार्यान्वयन की निगरानी करना।

4.2.2 परिशिष्ट क, परिशिष्ट ख और परिशिष्ट ग में उल्लिखित लौह एवं इस्पात उत्पादों की सूची, घरेलू सामग्री आवश्यकता मानदंड और नीति निर्देशों की समीक्षा करना और उन्हें अधिसूचित करना।

4.2.3 पैरा 3 के अनुसार प्रापण एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।

4.2.4 इस नीति के कार्यान्वयन से संबंधित शिकायतों की प्रारंभिक जांच के लिए एक शिकायत निवारण समिति का गठन करना।

4.2.5 अधिप्राप्ति एजेंसी द्वारा इस नीति का अनुपालन न किए जाने की स्थिति में संबंधित मंत्रालयों/विभागों को उचित कार्रवाई के लिए निर्देश जारी करना और सलाह देना।

4.3 जहां भी प्रापण इकाई इस निष्कर्ष पर पहुंचती है कि उपलब्ध बोलीदाता/विनिर्माता द्वारा अनुचित रूप से उच्च मूल्य निर्धारित किया गया है, तो मामले को स्थायी समिति को भेजा जा सकता है। ऐसे मामलों में, प्रापण इकाई को अपने मामले को पूर्ण और विस्तृत दस्तावेज़ों के साथ प्रमाणित करना होगा।

4.4 बोली दस्तावेज़ में विदेशी प्रमाणन/अनुचित तकनीकी विनिर्देश निर्दिष्ट करना स्थानीय आपूर्तिकर्ताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण व्यवहार है। यदि भारतीय मानकों की अनुपलब्धता और/या किसी अन्य कारण से विदेशी प्रमाणन निर्धारित करना आवश्यक है, तो ऐसा समिति की लिखित स्वीकृति के बाद ही किया जाएगा।

5. प्रयोज्यता

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा अधिप्राप्ति की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णत:/आंशिक रूप से वित्तपोषित किया जाता है।

5.2 यह नीति लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत माल (परिशिष्ट-ख) की खरीद के लिए सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/निकायों पर लागू होती है।

5.3 परिशिष्ट-ख में लौह एवं इस्पात उत्पादों के विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल की छूट संबंधी सूची शामिल है, जिन्हें आयात किया जा सकता है, तथा पैकेजों के लिए लागू न्यूनतम घरेलू सामग्री की आवश्यकता बताई गई है।

5.4 इस्पात विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल के लिए 20% की खरीद वरीयता लागू है। उदाहरण के लिए, यदि आयात योग्य पूंजीगत माल के लिए न्यूनतम बोलीदाता (एल1) कोई विदेशी

कंपनी है, जिसने उत्पाद पैकेज के लिए 100 करोड़ रुपये की कीमत लगाई है, तो नीति के तहत, समान पूंजीगत माल के घरेलू आपूर्तिकर्ता के लिए 20% की खरीद वरीयता लागू होगी।

5.5 परिशिष्ट-ग में इस्पात बनाने वाले सीपीएसई के लिए स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से खरीद करने के निर्देश और कार्यप्रणाली दी गई है।

5.6 यह नीति उन परियोजनाओं और गैर-परियोजनाओं पर लागू होगी, जहाँ किसी संविदा में लौह एवं इस्पात उत्पादों (परिशिष्ट-क) का कुल अधिप्राप्ति मूल्य मदवार आधार पर 5 लाख रुपये से अधिक है।

5.7 लौह एवं इस्पात उत्पादों की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईएंडएसपी नीति का परिशिष्ट-क)। लौह एवं इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु. तक हो, (डीएमआईएंडएसपी नीति के परिशिष्ट-ख) के लिए पूंजीगत माल की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी।

5.8 यह नीति सरकार के मंत्रालय अथवा विभाग या उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/अथवा अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पातों की अधिप्राप्ति पर लागू है।

6. अधिप्राप्ति के लिए निविदा प्रक्रिया

6.1 प्रापण एजेंसियां डीएमआईएंडएसपी नीति का पालन करते समय वित्त मंत्रालय और सीवीसी के अनुदेशों के अनुसार मानक अधिप्राप्ति संबंधी प्रक्रियाओं का पालन करेगी।

6.2 माल की अधिप्राप्ति के साथ-साथ ईपीसी संविदाओं के लिए निविदा दस्तावेज में परिशिष्ट क और परिशिष्ट ख में उल्लिखित आवश्यकताओं के अनुपालन के लिए योग्यता मानदंड को स्पष्ट रूप से रेखांकित किया जाना चाहिए।

6.3 विनिर्माताओं, बिक्री एजेंटो, अधिकृत वितरकों, अधिकृत डीलरों और अधिकृत आपूर्ति घरों सहित सभी बोलीदाता अपनी बोली के हिस्से के रूप में फॉर्म-1 जमा करेंगे, भले ही वे विनिर्माता हो या अन्य।

6.4 वे बोलीदाता जो परिशिष्ट-क के अंतर्गत आने वाले लौह एवं इस्पात उत्पादों के घरेलू विनिर्माताओं के विक्रय एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति घर हैं, वे नीति के अंतर्गत घरेलू विनिर्माताओं की ओर से स्व-प्रमाणन के साथ बोली लगाने के लिए पात्र हैं, बशर्ते कि बोलीदाता डिलीवरी के समय घरेलू विनिर्माता द्वारा जारी किया गया प्राधिकार प्रमाणपत्र प्रस्तुत करें।

6.5 डीएमआईएंडएसपी नीति के परिशिष्ट ख के अंतर्गत आने वाले उत्पादों के लिए बोलीदाता को कंपनी के सांविधिक लेखापरीक्षक या लागत लेखापरीक्षक (कंपनियों के मामले में) या किसी प्रैक्टिसिंग लागत लेखाकार या प्रैक्टिसिंग चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणन प्रस्तुत करेगा, जिसमें यह घोषणा की गई होगी कि लौह एवं इस्पात उद्योग में

उपयोग किए जाने वाले पूंजीगत माल निर्धारित घरेलू मूल्य संवर्धन के अनुसार घरेलू स्तर पर विनिर्मित किए गए हैं।

6.6 यदि किसी वस्तु के भारतीय आपूर्तिकर्ताओं को किसी विदेशी सरकार द्वारा अधिप्राप्ति में भाग लेने और/या प्रतिस्पर्धा करने की अनुमति नहीं है, प्रतिबंधात्मक निविदा शर्तों के कारण, जिनका प्रत्यक्ष या अप्रत्यक्ष रूप से भारतीय कंपनियों पर प्रतिबंध है, जैसे अधिप्राप्ति करने वाले देश में पंजीकरण, अधिप्राप्ति करने वाले देश में विशिष्ट मूल्य की परियोजनाओं का निष्पादन आदि, तो वह उचित पारस्परिक कार्रवाई के लिए प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएगा।

6.7 इस्पात मंत्रालय द्वारा उन देशों की संस्थाओं की पहचान की गई है, जो भारतीय कंपनियों को इस्पात मंत्रालय से संबंधित किसी भी वस्तु के लिए अपनी सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं देते हैं, उन्हें इस्पात मंत्रालय से संबंधित सभी वस्तुओं के लिए भारत में सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं दी जाएगी, सिवाय इस्पात मंत्रालय द्वारा प्रकाशित उन वस्तुओं की सूची के जो उन्हें भाग लेने की अनुमति देती हैं।

6.8 उपरोक्त शर्त जैम पोर्टल सहित केन्द्र सरकार की प्रापण संस्थाओं द्वारा आमंत्रित सभी निविदाओं का हिस्सा होगी।

6.9 यदि बोली दस्तावेजों में घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तें शामिल की जाती हैं, तो अधिप्राप्ति करने वाले प्रशासनिक विभाग (इसके प्रशासनिक नियंत्रण के तहत किसी भी इकाई द्वारा अधिप्राप्ति सहित) द्वारा इसकी जिम्मेदारी तय करने के लिए जांच की जाएगी। इसके बाद, संबंधित प्रावधानों के तहत प्रापण संस्थाओं के दोषी अधिकारियों के खिलाफ प्रशासनिक या अन्यथा उचित कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआईएंडएसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

6.10 इस आदेश के उल्लंघन के लिए किसी प्रापण इकाई द्वारा प्रतिबंधित आपूर्तिकर्ता प्रतिबंध की अवधि के दौरान किसी अन्य अधिप्राप्ति करने वाली इकाई द्वारा अधिप्राप्ति के लिए इस आदेश के तहत वरीयता के लिए पात्र नहीं होगा। ऐसी अन्य प्रापण संस्थाओं के लिए प्रतिबंध उस तारीख से प्रभावी होगा जिस दिन यह अन्य अधिप्राप्ति करने वाली संस्थाओं के संज्ञान में आता है।

6.11 यदि, इस मामले को इस्पात मंत्रालय के पास भेजा जाता है, तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोलीदाता से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।

6.12 निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोलीदाता द्वारा गलत घोषणा किए जाने की स्थिति में प्रापण ऐजेंसी शास्ती को स्पष्ट रूप से परिभाषित करेगी। मौजूदा नियमों के अनुसार शास्ती में ऐसे विनिर्माता/ सेवा प्रदाता आदि की ईएमडी को जब्त करना, अन्य वित्तीय शास्ती लगाना और उसे ब्लैकलिस्ट किया जाना शामिल हो सकता है।

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

7.1 इस नीति के प्रावधान प्रकाशन की तारीख से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक पर और आगे बढ़ाया जा सकता है।

7.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की निगरानी करने के लिए नोडल मंत्रालय होगा।

7.3 डीएमआईएंडएसपी नीति के अंतर्गत सभी एजेंसियां तिमाही आधार पर घोषणा पत्र भेजेगी जिसमें पिछले वित्तीय वर्ष के दौरान इस नीति के अनुपालन की सीमा और उसके अनुपालन न किए जाने के कारणों को दर्शाया जायेगा।

अनुलग्नक-क

लौह एवं इस्पात उत्पादों की सूची जिनकी अधिप्राप्ति केवल घरेलू स्रोतों से की जा सकती है

क्र.सं.	लौह एवं इस्पात उत्पाद	एचएस कोड	स्थिति
1	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल्ड उत्पाद, हॉट रोल्ड, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7208	मेल्ट एंड पोर
2	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल उत्पाद, कोल्ड रोल्ड (कोल्ड रिड्यूज्ड किया हुआ), क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7209	मेल्ट एंड पोर
3	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	मेल्ट एंड पोर
4	600 मि.मी. से कम की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7211	मेल्ट एंड पोर
5	600 मि.मी. से कम की चौड़ाई का लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	मेल्ट एंड पोर
6	लौह एवं गैर-मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	मेल्ट एंड पोर
7	लौह अथवा गैर-मिश्रधातु इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	मेल्ट एंड पोर
8	लौह अथवा गैर-मिश्रधातु इस्पात का अन्य बार्स एंड रॉड्स	7215	मेल्ट एंड पोर
9	लौह अथवा गैर-मिश्रधातु इस्पात का एंगल, शेप और सेक्शन्स	7216	मेल्ट एंड पोर
10	लौह अथवा गैर-मिश्रधातु इस्पात का वायर	7217	मेल्ट एंड पोर
11	600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल्ड इस्पात	7219	मेल्ट एंड पोर
12	600 मि.मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात	7220	मेल्ट एंड पोर
13	स्टेनलैस स्टील के अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन्स	7222	मेल्ट एंड पोर
14	अन्य मिश्रधातु इस्पात के वायर	7229	मेल्ट एंड पोर
15	लौह अथवा इस्पात के रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50% घरेलू मूल्यवर्धन
16	कास्ट लौह के ट्यूब, पाइप और हॉलो पाइप	7303	50% घरेलू मूल्यवर्धन
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ट्यूब पाइप और हॉलो प्रोफाइल, सीमलैस	7304	50% घरेलू मूल्यवर्धन
18	लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा	7305	50% घरेलू मूल्यवर्धन

	समान रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो		
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	50% घरेलू मूल्यवर्धन
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	50% घरेलू मूल्यवर्धन
21	स्टेनलैस स्टील का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट-रोल्ड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील का वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रोड, हॉट-रोल्ड	7227	मेल्ट एंड पोर
26	अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रील बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	50% घरेलू मूल्यवर्धन
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	50% घरेलू मूल्यवर्धन
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	50% घरेलू मूल्यवर्धन
30	अधिकतक 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	50% घरेलू मूल्यवर्धन
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलीकृत गैस के लिए कन्टेनर	7311	50% घरेलू मूल्यवर्धन
32	लौह अथवा इस्पात का स्टैंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	50% घरेलू मूल्यवर्धन
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार्ब्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स	7313	50% घरेलू मूल्यवर्धन

	किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर		
34	लौह अथवा इस्पात वायर का ग्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु	7314	50% घरेलू मूल्यवर्धन
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	50% घरेलू मूल्यवर्धन
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	50% घरेलू मूल्यवर्धन
37	लौह एवं इस्पात की वस्तुएं	7317	50% घरेलू मूल्यवर्धन
38	लौह एवं इस्पात की वस्तुएं	7318	50% घरेलू मूल्यवर्धन
39	लौह एवं इस्पात की वस्तुएं	7319	50% घरेलू मूल्यवर्धन
40	लौह अथवा इस्पात की स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	50% घरेलू मूल्यवर्धन
41	लौह अथवा इस्पात के स्टोव्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बॉयलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	50% घरेलू मूल्यवर्धन
42	लौह अथवा इस्पात का सेंट्रल हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	50% घरेलू मूल्यवर्धन
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	50% घरेलू मूल्यवर्धन
44	लौह अथवा इस्पात के सेनेटरी वेयर और उसके पार्टस	7324	50% घरेलू मूल्यवर्धन
45	लौह अथवा इस्पात के अन्य कास्ट सामान	7325	50% घरेलू मूल्यवर्धन
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	50% घरेलू मूल्यवर्धन
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्व-चालित नहीं है	8605	50% घरेलू मूल्यवर्धन
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	50% घरेलू मूल्यवर्धन
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ज्ड किया हुआ पहिया और उसका हिस्सा	8607	50% घरेलू मूल्यवर्धन

परिशिष्ट- ख

लौह एवं इस्पात उत्पादों के विनिर्माण के लिए आयात किए जा सकने वाले पूंजीगत माल (गैर-संपूर्ण) और पैकेज के लिए लागू न्यूनतम घरेलू सामग्री की सूची

क्र.सं.	संयंत्र/यूनिट पैकेज	पूंजीगत माल की न्यूनतम घरेलू सामग्री (%)	आयात योग्य वस्तुएँ
1	**खनन विकास के लिए उपस्कर** • क्रशिंग एवं स्क्रीनिंग संयंत्र • खनिज बेनिफिशियेशन (लौह अयस्क और कोयला) संयंत्र; (बाउंड्री लिमिट: क्रेशर हॉपर में आरओएम की प्राप्ति, विखंडन, पृथक्करण, अयस्क/कोयला प्रसंस्करण से लेकर अंतिम उत्पाद तैयार करना) • स्लाइम बेनिफिशियेशन • स्वचालित लोडिंग सुविधा • कन्वेयर प्रणाली	75%	• वेट हाई इंटेन्सिटी मैग्नेटिक सैपरेटर / हाई ग्रेडीअन्ट मैग्नेटिक सैपेरेटर • हैवी मीडिया साइक्लोन • जाइरेटरी क्रशर • स्पाइलर कंसंट्रेटर • ऑनलाइन ऐश एनालाइजर • बॉल/रॉड/एजी मिल (3.5मी व्यास से अधिक)
2	**खनन परिवहन** • स्लरी पाइपलाइन • लंबी दूरी की कन्वेयिंग प्रणाली	30%	• पीडी पंप • वॉल्व • विशिष्ट/रोप/पाइप कन्वेयर
3	**खदानों के लिए अन्य खनन मशीनरी और हैवी अर्थ मूविंग उपस्कर** (बाउंड्री लिमिट: ड्रिलिंग, रेजिंग, लैडिंग, हॉलेज और खदान तैयार करने के लिए उपस्कर)	लागू नहीं	• डम्पर (220 टन से अधिक पे लोड क्षमता), हाइड्रोलिक एक्सकेवेटर (9 क्यूबिक मीटर बकेट क्षमता से अधिक)
4	**पेलेट संयंत्र उपस्कर** (बाउंड्री लिमिट - फ्लक्स और बाइंडर के लिए ग्राउंड हॉपर प्राप्त करना, बेल्ट कन्वेयर उत्पाद पेलेट बेल्ट कन्वेयर को आईओएफ फीडिंग)	85%	• पैलेट कार, हाई इंटेंसिव मिक्सर, बॉलिंग डिस्क, वर्टिकल रोलर मिल, ड्राइव/डिस्चार्ज एंड स्प्रोकेट असेंबली, कर्व्ड रेल, स्लाइड रेल, सिंगल डेक रोलर स्क्रीन और डबल डेक रोलर स्क्रीन, इंड्यूरेशन मशीन ड्राइव असेंबली, लेवल-2 ऑटोमेशन

	लौह/इस्पात निर्माण		
5	**कच्चे माल की हैंडलिंग प्रणाली** (बाउंड्री लिमिट - वैगन टिपलर से संबंधित उपयोगकर्ता इकाइयों तक)	95%	• बैरल कप्लिंग, हेवी ड्यूटी बियेरिंग, क्रेन रेल लुब्रिकेशन प्रणाली, स्लियू रिंग बियरिंग्स, टोंग्स (विशेष), वाइब्रेशन आइसोलेशन प्रणाली (स्प्रिंग डैम्पर), हाइड्रॉलिक मोटर और हाइड्रॉलिक पंप (वैगन टिपलर, साइड आर्म चार्ज, स्टैकर सह रिक्लेमर, स्लियू स्टैकर में स्थापित) इलैक्ट्रॉनिक कार्ड, अनबैलेंस्ड मोटर, वैगन टिपलर का कैम लिमिट स्वीच।
6	**कोक ओवन बैटरी** (टॉप चार्ज और स्टैम्प चार्ज दोनों) (कोयला बंकर से कोक डिस्चार्ज बकेट तक)	90%	• एंकरेज सिस्टम के स्प्रिंग्स, सीओजी बूस्टर, स्टैम्पिंग ट्रेन, बॉन्डिंग प्रेस
7	**कोक ड्राई क्वेन्चिंग संयंत्र** (हॉट कोक प्राप्त करने वाली बेकट से कूलिंग चैम्बर के डिस्चार्ज श्यूट ढलान तक)	90%	• मिल फैन और मोटर, कूलिंग चैम्बर के ट्विन फ्लू के लिए विशेष रिफैक्ट्री
8	**उपोत्पाद संयंत्र** (प्राथमिक गैस कूलर से स्वच्छ कोक ओवन गैस के नेटवर्क तक)	90%	• एग्जॉस्टर और मोटर, क्लॉज किल्न का बर्नर, कैटलिस्ट, टेल गैस विश्लेषक, पैलेटाइजेशन इकाई
9	**सिंटर संयंत्र उपस्कर** (बाउंड्री लिमिट - उत्पाद सिंटर बिन के नीचे वाइब्रो-फीडर हेतु कच्चे माल के लिए रिसिविंग बिन)	75%	• हाई इन्टेन्सिव मिक्सर और ग्रैनुलेटर इकाई, पैलेट कार, ड्राइव स्प्रोकेट, सिंटर मशीन के गियर बॉक्स के साथ मुख्य ड्राइव, स्लाइड रेल और कर्व्ड रेल, हॉट सिंटर ब्रेकर और ग्रिज़ली, एनुलर डिप रेल कूलर, सिंटर प्लांट एग्जॉस्टर अनुप्रयोग के लिए एलसीआई ड्राइव सिस्टम • इगनिशन फर्नेस स्पेयर पार्ट्स (रिफैक्ट्री/नियंत्रण प्रणाल/बर्नर असेंबली) • इग्ज़ोस्टर (वेस्ट गैस फैन) और सिस्टम स्पेयर पार्ट्स

10	**ब्लास्ट फर्नेस उपस्कर** बाउंड्री लिमिट*:* **इनपुट*:*** • **कच्चा माल -** संबंधित सामग्री के बंकरों का ऊपरी भाग • **कोल्ड ब्लास्ट** - स्नॉर्ट वाल्व का इनलेट • **औद्योगिक जल** - बीएफ पंप हाउस **आउटपुट** • **हॉट मेटल -** टारपीडो लेडल में भरी जाती है • **ग्रेनुलेटिड स्लैग -** ग्रेनुलेटिड स्लैग यार्ड के लिए	70%	• बेल लेस टॉप गियर बॉक्स, ऊपरी सील डिवाइस जो ऊपरी सामग्री गेट और ऊपरी सील वाल्व को कवर करती है, निचली सील डिवाइस जो निचले सामग्री गेट और निचले सील वाल्व को कवर करती है, ब्लीडर वाल्व, टिलटिंग रॉकर, वियर लाइनर्स, गौगल वॉल्व, इक्वलाइजिंग एंड रीलीफ वॉल्व, श्यूट रोटेशन मोटर्स, डिस्ट्रीब्यूशन श्यूट, फीडर स्पाउट, श्यूट्स और फनल्स आदि। • हार्थ रिफ्रैक्टरी (कार्बन ब्लॉक) • टॉप रिकवरी टर्बाइन सिस्टम (टीआरटी) • क्यू-स्टेव्स • एसजीआई स्टेव्स • कास्ट हाउस उपस्कर (मड गन, ड्रिलिंग मशीन और मुख्य ट्रॉफ मैनिपुलेटर) • प्रोब, प्रोफाइलोमीटर और स्टॉक स्तर सूचक (रडार टाईप) • गैस सफाई संयंत्र (एजीएस प्रणाली) • स्टोव सिस्टम - सिरेमिक बर्नर और तकनीकी वाल्व • अपशिष्ट ऊष्मा पुनर्प्राप्ति प्रणाली • टर्बो ब्लोअर • बॉल मिल • पीसीआई इंजेक्शन सिस्टम • लेवल-II ऑटोमेशन • कॉपर प्लेट कूलर्स • ट्यूयेर कूलर्स • स्टोव टेकनोलॉजिकल वाल्व • एसजीपी का डीवाटरिंग व्हील • टोरपेडो लैडल कार चेन असेबली • डोम फिल्ड डंप वाल्वस • ट्यूयेर स्टाक असेंबली
11	**गैस आधारित डायरेक्ट रीडक्शन संयंत्र उपस्कर** (बाउंड्री लिमिट*:* डीआरआई रिएक्टर के शीर्ष पर कच्चे माल की प्राप्ति और ईएएफ में हॉट डीआरआई का डिस्चार्ज)	50%	• रिएक्टर चार्जिंग सिस्टम • रिएक्टर • रिएक्टर डिस्चार्जिंग प्रणाली • ईएएफ में नुमैटिक ट्रांसफर • ब्रिकेटिंग प्रणाली के लिए डिस्चार्च रूट • ब्रिकेटिंग फीडिंग सिस्टम

			• ब्रिकेटिंग प्रणाली • रिडक्शन गैस सर्किट • CO_2 निष्कासन इकाई • प्रक्रिया गैस हीटर • सुधारक प्रणाली • हीट रिकवरी प्रणाली • प्रोसेस गैस कम्प्रेसर • ब्लोअर्स • सील गैस प्रणाली • फ्लू गैस फैन/हॉट फैन • प्रोसेस वाल्व • क्रिटिकल बेलोज • क्रिटिकल रिफ्रैक्ट्री • प्राकृतिक गैस शोधन पूर्व प्रणाली • लेवल-II ऑटोमेशन
12	**ऑक्सीजन संयंत्र 700 टीपीडी और उससे अधिक** (बाउंड्री लिमिट: ऑक्सीजन संयंत्र सीमा पर पानी, विद्युत)	30%	• मुख्य एयर कंप्रेसर • बूस्टर एयर कंप्रेसर • एक्सपेशन टरबाइन • रिबॉयलर • क्रायोजेनिक पंप • एएसयू के हीट विनिमय तत्व • प्रेशर कॉलम • मुख्य कंडेंसर, लो प्रेशर कॉलम • क्रूड आर्गन कॉलम, शुद्ध आर्गन कॉलम और कंडेंसर के साथ कंडेंसर ब्लॉक • मुख्य हीट एक्सचेंजर, शुद्ध आर्गन इवापरेटर सब-कूलर • एलओएक्स-आइसी-प्रोसेस पंप • एलआइएन-आइसी-प्रोसेस पंप • एलएआर-ट्रांसफर -प्रोसेस पंप • डेंस फ्लूइड एक्सपेंडर • बूस्टर हीट एक्सचेंजर • पीपीयू के लिए मॉलिक्यूलर सीव्स स्विचिंग वाल्व • क्रिटिकल सेफ्टी वाल्व • स्पेशलाइज्ड वाल्व • कंट्रोल वाल्व • कोल्ड बॉक्स • कंट्रोल वाल्व जीओएक्स-प्रोडक्ट

			• कोल्ड बॉक्स के फ्लो मापने वाले उपकरण • एक्सपेंडर - ब्रेक जेनरेटर, फ्रीक्वेंसी कन्वर्टर्स
13	**इस्पात प्रसंस्करण**		
13.1	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट के साथ को-** **इंजेक्शन प्रक्रिया** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल को टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है "सल्फर(एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	75%	• इंजेक्शन लांस और सहायक उपकरणों के साथ स्वचालित सैंपलिंग इकाई • सहायक उपकरणों के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने के साधन
13.2	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट मैकेनिकल स्टिरर (केआर) प्रक्रिया के साथ** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है, "सल्फर (एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	70%	• सहायक उपकरणों के साथ इम्पेलर, इम्पेलर लिफ्टिंग और स्टीरिंग उपस्कर, गाइड फ्रेम • सहायक सुविधाओं के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने का साधन
13.3	**बेसिक ऑक्सीजन फर्नेस/एलडी ईकाई** [शोधित हॉट मेटलको बीओएफ कनवर्टर में डाला जाता है, जहां इसे इस्पात में परिवर्तित करने के लिए प्रसंस्कृत किया जाता है, जिसकी फिर लैडल फर्नेस (एलएफ) में आपूर्ति की जाती है]	65%	• क्लैम्पिंग के साथ लांस बॉडी, लांस कैरिज, लांस गाइड, लांस होइस्ट और ट्रॉली, सहायक उपकरणों के साथ लांस कॉपर टिप्स। • आपातकालीन टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर्स। • ज्वाइंट के साथ बॉटम स्टिरिंग प्रणाली, वाल्व स्टेशन और रोटरी • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व

			स्टेशन • सहायक उपकरणों के साथ उप-ल्वांस प्रणाली • सभी सहायक उपकरणों सहित कंटेनर प्रयोगशाला। • सहायक उपकरणों के साथ स्वचालित गैस कपलिंग (ऑटो कपलर)। • कनवर्टर रेकिंग मशीन। • कनवर्टर टैप होल बदलने की मशीन • रिफ्रैक्टरी निगरानी (लेजर) मशीन। • कन्वर्टर शेल पार्ट्स, सस्पेंशन सिस्टम, रोटरी जॉइंट, स्लैग स्टॉपर और इसके कंट्रोल वाल्व • कन्वर्टर टिल्टिंग ड्राइव सिस्टम और सस्पेंशन सिस्टम, गियरबॉक्स और मोटर्स, न्यूमेटिक मोटर्स और कंट्रोल वाल्व, पोजीशन एनकोडर, क्लच सिस्टम, लुब्रिकेशन सिस्टम कंपोनेंट्स। • लैडल ट्रांसफर कार रेल ट्रैक सिस्टम (ए सीरीज़ टाइप) और गियरबॉक्स, स्टिरिंग कपलिंग। • लोमास गैस एनालाइज़र, मल्टी-लैब तापमान और सैंपल सिस्टम। • लैडल ट्रांसफर कारों के लिए स्टिरिंग कपलिंग। • पीएलसी और आरआइओ। • ऑटोमेशन सिस्टम और सॉफ्टवेयर। • हॉट ज़ोन हाइड्रोलिक पंप और वाल्व। • व्हील ब्लॉक के साथ हॉट ज़ोन गियर वाले मोटर्स। • कन्वर्टर बेयरिंग। • हवा और बिजली से चलने वाला स्लरी कॉम्पेक्शन पंप। • प्राइमरी आईडी फैन, बेयरिंग, मोटर्स, ड्राइव और लुब्रिकेशन सिस्टम। • डब्ल्यूडीएस-कोन
13.4	**इलेक्ट्रिक आर्क फर्नेस यूनिट** (प्राथमिक सामग्री जैसे स्क्रैप, डीआरआई, पिग आयरन और हॉट मेटल को विद्युत ऊर्जा का उपयोग	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड रेगुलेशन प्रणाली • फर्नेस ट्रांसफार्मर सहित हाई करंट प्रणाली • सहायक उपकरणों के साथ ऑक्सीजन और कार्बन इंजेक्शन प्रणाली

	करके तरल इस्पात में परिवर्तित किया जाता है, जिससे कच्चे माल को पिघलाया और परिष्कृत किया जाता है)		• सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.5	**लैडल फर्नेस यूनिट** [तरल इस्पात को वांछित ग्रेड प्राप्त करने के लिए संसाधित/शोधित किया जाता है और निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति किए जाने से पहले बफर स्टॉक के रूप में रखा जाता है]	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड विनियमन प्रणाली • सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.6	**आरएच/आरएच-ओबी यूनिट** [आवश्यक विघटित गैस स्तर प्राप्त करने के लिए तरल इस्पात को डीगैस किया जाता है और फिर निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति की जाती है]	65%	• सहायक उपकरणों के साथ गैस स्टिरिंग सिस्टम/लिफ्ट गैस स्टिरिंग सिस्टम वॉल्व स्टैंड • सहायक उपकरणों के साथ ऑक्सीजन लांस प्रणाली • सहायक उपकरणों के साथ हाइड्रिस मापन प्रणाली
13.7	**आर्गन/ऑक्सीजन डीकार्बराइजेशन (एओडी) इकाई**	70%	• एओडी कन्वर्टर को टिल्ट करने के लिए ड्राइव यूनिट, एयर मोटर, ब्रेक आदि। • लांस कॉपर टिप्स • पानी और ऑक्सीजन के लिए होज़ • इमरजेंसी टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर। • एओडी कन्वर्टर के लिए बेयरिंग, एयर मोटर के लिए इमरजेंसी गियर • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन। • रिफ्रैक्टरी मॉनिटरिंग (लेजर) मशीन • ऑटोमेशन सिस्टम।
13.8	**वीडी/वीओडी**	70%	• गैस एनालिसिस (ऑफ-गैस मास स्पेक्ट्रोमीटर) सिर्फ़ सेंसर। होल्डर भारत में बना है। • ऑटोमेशन और प्रोसेस कंट्रोल सॉफ्टवेयर प्लेटफॉर्म • सहायक उपकरणों के साथ वैक्यूम पंप सिस्टम • ऑक्सीजन टिप्स

			• सहायक उपकरणों के साथ ऑक्सीजन/ आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन।
13.9	**सब्मर्ज्ड आर्क फर्नेस (एसएएफ) इकाई**	65%	• क्ले गन और ड्रिल मशीन • इलेक्ट्रोड उपकरण • स्लिपिंग डिवाइस असेंबली • इलेक्ट्रोड गाइडिंग असेंबली • ऊपरी और निचली मेंटल असेंबली • प्रेशर रिंग असेंबली • कॉन्टैक्ट शू असेंबली • हीट शील्ड असेंबली • इलेक्ट्रोड सील असेंबली • प्रेशर रिंग बेलोज़ • सील रिफ्रैक्टरी • फर्नेस ऑटोमेशन और कंट्रोलर सॉफ्टवेयर
13.10	**सतत कास्टिंग इकाई** (स्लैब कास्टर/बिलेट/ब्लूम राउंड/ कॉम्बी/बीम ब्लैंक) [तरल इस्पात को निरंतर कास्टिंग मशीन (सीसीएम) में स्लैब, बिलेट या ब्लूम में ढाला जाता है]	65%	• सहायक उपकरणों सहित लैडल स्लैग डिटेक्शन प्रणाली • कॉपर ट्यूब और प्लेट, मोल्ड ऑसीलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित सतत तापमान माप प्रणाली। • सहायक उपकरणों के साथ टॉर्च कटिंग मशीन/ आपातकालीन टॉर्च कटर • सहायक उपकरणों सहित विद्युत ड्राइव सिस्टम सहित डी-ब्युरिंग मशीन • मार्किंग मशीन। • सहायक उपकरणों सहित रोल गैप चेकर • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (ईएमएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (ईएमबीआर) प्रणाली
14	**फ्लैट उत्पाद मिल्स**		
14.1	**हॉट स्ट्रिप मिल्स/प्लेट मिल** (बाउंड्री लिमिट: सहायक उपकरणों सहित स्लैब यार्ड से डिस्पैच बे तक)	50%	• डी-स्केलर, मिल स्टैंड, बेड प्लेट, बैकअप रोल, वर्क रोल, मिल स्पिंडल, चॉक्स, एजीसी सिलेंडर, बेंडिंग ब्लॉक और सिलेंडर, शियर, डाउन कॉइलर, एंटी-फ्रिक्शन रोल नेक बेयरिंग, ऑयल फिल्म बेयरिंग, मिल

			रिड्यूसर, लोड सेल, थिकनेस गॉज, प्रोफाइल गॉज, लेवलर, रोल ग्राइंडिंग मशीन, कॉइल मार्किंग मशीन, प्लेट मार्किंग मशीन, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.2	**सीआरएम (पीएलटीसीएम)** (बाउंड्री लिमिट: पिकलिंग लाइन एंट्री से मिल एक्जिट तक)	50%	• वेल्डिंग मशीन, टेंशन लेवलर, मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, रोल बेंडिंग और रोल शिफ्टिंग सिलेंडर, मिल स्पिंडल, लोड सेल, पोजिशन ट्रांसड्यूसर, इलेक्ट्रोस्टेटिक ऑइलर, साइड ट्रिमर, स्टीयरिंग सिस्टम, सरफेस इंस्पेक्शन सिस्टम, थिकनेस गेज, लेजर स्पीड गेज, टेंसियोमीटर, फ्लैटनेस गॉज, टेंशन रील, मिल रिड्यूसर, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.3	**सीआरएम (एचडीजीएल)** (बाउंड्री लिमिट: टेम्पर मिल और टेंशन लेवलर सहित एचडीजीएल में एंट्री से एक्जिट तक)	60%	• वेल्डिंग मशीन, रेडिएंट ट्यूब फर्नेस, जेट कूलिंग सिस्टम, इंडक्शन हीटिंग के साथ कोटिंग पॉट, पॉट रोल, एयर नाइफ वाइपिंग सिस्टम, टेंशन लेवलर, विड्थ गॉज, थिकनेस गेज, कोटिंग मोटाई गॉज, लोड सेल, रोल फोर्स सिलेंडर, मिल स्टैंड मोटर्स और मिल स्टैंड ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.4	**सीआरएम (एसपीएम)** (बाउंड्री लिमिट: एसपीएम में एंट्री से एक्जिट तक)	50%	• मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, इलेक्ट्रोस्टेटिक ऑइलर, कॉइल मार्किंग सिस्टम, लोड सेल, थिकनेस गॉज, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.5	**सीआरएम (बेल एनीलिंग फर्नेस)** (बाउंड्री लिमिट: फर्नेस बेस से पोस्ट कूलिंग उपस्कर तक)	55%	• फर्नेस, स्वचालन प्रणाली, आदि।
14.6	**सीआरएम (कलर कोटिंग लाइन)** (बाउंड्री लिमिट: सीसीएल में एंट्री से	80%	• कोटर, कोटिंग थिकनेस गेज, डिजिटल प्रिंटर, टेंशन लेवलर, स्वचालन आदि।

	एक्जिट तक)		
14.7	**टीएससीडीआर (थिन स्लैब कास्टिंग डायरेक्ट रोलिंग)** (बाउंड्री लिमिट: टूरेट से क्वाइल फिनिशिंग और पैकेजिंग एरिया)	50%	• सहायक उपकरणों सहित संपूर्ण लेडल स्लैग डिटेक्शन सिस्टम • कॉपर ट्यूब और प्लेट, मोल्ड ऑसिलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित निरंतर तापमान मापने की प्रणाली। • पेंडुलम शीयर कटिंग मशीन। • सेगमेंट्स असेंबली • सहायक उपकरणों सहित रोल गैप चेकर कंप्लीट • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (इएनएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (इएमबीआर) सिस्टम • टनल फर्नेस बर्नर • रफिंग और फिनिशिंग मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव और मोटर, ऑटोमेशन सिस्टम, लैमिनार/पावर कूलिंग कंपोनेंट्स, हाइड्रोलिक क्वाइलर। प्रोफाइल गेज, थिकनेस गेज, विड्थ गेज। • नोजल • ग्रीस सिस्टम और सहायक उपकरण • हाइड्रोलिक सिस्टम और सहायक उपकरण • गियरबॉक्स • आरओटी रोल असेंबली • रोल असेंबली (स्लीव, शॉफ्ट, रोल) • लेडल टरेट और सहायक उपकरण (स्लीव बेयरिंग, डिस्क कपलिंग, गियरबॉक्स, हाइड्रोलिक क्लच और हाइड्रोलिक सिलेंडर) • मोल्ड ब्रेकआउट प्रिडिक्शन सिस्टम • ऑटो मोल्ड लेवल कंट्रोल न्यूक्लियोनिक गेज • मोल्ड पाउडर फीडिंग सिस्टम • सहायक उपकरणों सहित सीएनसी मोल्ड मशीनिंग सिस्टम • टंडिश और टरेट वजन प्रणाली

			• टनल फर्नेस रिफ्रैक्टरी रोल। • टनल फर्नेस शटल ड्राइव सिस्टम और गैस पहुंचाने की प्रणाली। • बैकअप रोल हाइड्रोस्टेटिक लुब्रिकेशन सिस्टम • रोल बाइट लुब्रिकेशन सिस्टम • सहायक उपकरणों सहित इन-फर्नेस कैमरा • क्रॉप शीयर • डेस्केलर सिस्टम और घटक। • कॉइल मार्किंग मशीन • ऑनलाइन कॉइल वजन प्रणाली • कट टू लेंथ स्टेकर सिस्टम • रोल शॉप (सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल ग्राइंडर, सीएनसी नाइफ ग्राइंडर, सीएनसी टर्निंग मशीन, लेथ मशीन) • क्वाइल स्ट्रैपिंग मशीन • डाउन कोइलर सिस्टम • मिल मापने की प्रणाली और सेंसर (ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, दबाव) • अपने सेंसर सहित लूपर कंट्रोल सिस्टम • कंडीशन आधारित निगरानी प्रणाली और उसके सेंसर • क्वाइल शटल कार और पैलेट कन्वेइंग सिस्टम। • क्रेन कॉइल टोंग। • आरओ और यूएफ मेम्ब्रेन • सेल्फ-क्लीनिंग फिल्टर
14.8	**प्लेट मिल के लिए नॉर्मलाइज़िंग फैसिलिटी** (बाउंड्री लिमिट: नॉर्मलाइज़िंग फर्नेस में एंट्री से तैयार प्लेट्स के डिस्पैच तक)	50%	• फर्नेस बर्नर, फर्नेस हर्थ रोलर्स, लेवलर, लोड सेल, ऑटोमेशन
14.9	**एसएसएम (सिलिकॉन स्टील मिल)** (बाउंड्री लिमिट : पिकलिंग लाइन एंट्री से एसएसएम के डिस्पैच तक)	50%	• मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम, एनीलिंग फर्नेस, डीकार्बराइजिंग लाइन, इलेक्ट्रिकल स्टील परीक्षण इकाईयां (उदाहरण के लिए फिशर

			स्कोप मोटाई मापने वाला उपकरण, फ्रैंकलिन इंसुलेशन रेजिस्टिविटी टेस्टर, चुंबकीय कंसोल, स्टैकिंग फैक्टर टेस्टर)।
14.10	**सीआरएम (क्लस्टर मिल स्टैंड)** सेंडज़िमिर मिल (बाउंड्री लिमिट : सेंडज़िमिर मिल में एंट्री से एग्जिट तक)	50%	• सेंडज़िमिर मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
14.11	**एचआरएम (स्टेकेल मिल)** (बाउंड्री लिमिट : कॉइलर फर्नेस एंट्री से स्टेकेल मिल तक और कॉइलर फर्नेस एग्जिट तक)	40%	• स्टेकेल मिल स्टैंड, हीटेड कॉइलर, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
15	**लॉग प्रोडक्ट मिल्स**		
15.1	**बार मिल/डब्ल्यू/एमएम/एलएसएम** (बाउंड्री लिमिट : फर्नेस एंट्री से डिस्पेच तक)	75%	• फास्ट फिनिशिंग ब्लॉक, रोल टर्निंग लेथ, प्रोफाइल गेज, ऑटोमेशन सिस्टम, आदि
15.2	**रेल मिल/हेवी स्ट्रकचरल मिल** (बाउंड्री लिमिट: मटीरियल हैंडलिंग को छोड़कर फर्नेस एंट्री से रेल वेल्डिंग संयंत्र एग्जिट तक)	45%	• मिल स्टैंड, मिल मोटर और ड्राइव सिस्टम, हीट ट्रीटमेंट इकाई, स्ट्रेटनिंग मशीन, • एनडीटी इकाईयां, वेल्डिंग मशीन, प्रोफाइल गेज, हॉट सॉ, कोल्ड सॉ, हॉट मार्किंग मशीन, रोल टर्निंग लेथ, सॉ ग्राइंडिंग मशीन, ऑटोमेशन सिस्टम, आदि।
15.3	ईआरडब्ल्यूपीपी (इलेक्ट्रिकल रेजिस्टेंस वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: स्ट्रिप फीडिंग से फिनिशिंग इकाईयां और ईआरडब्ल्यूपीपी के डिस्पैच तक)	50%	• प्री-फॉर्मिंग यूनिट, ब्रेक-डाउन स्टैंड, एज बेंडर, यूनिवर्सल केज, फिनिशिंग पास (मल्टीपल स्टैंड), पाइप गाइड, हाई फ्रीक्वेंसी वेल्डिंग मशीन, हाई पावर इलेक्ट्रिक इंडक्टर, हाइड्रो टेस्टिंग, अल्ट्रासोनिक मशीन
15.4	एसडब्ल्यूपीपी (सर्पिल वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: पाइप बनाने से फिनिशिंग इकाईयां और एसडब्ल्यूपीपी के डिस्पैच तक)	50%	• सबमर्ज्ड आर्क वेल्डिंग, आउटसाइड वेल्डिंग (स्केलप जॉइंट), एक्स- रे स्टेशन, हाइड्रो टेस्टिंग, बेवलिंग मशीन, अल्ट्रासोनिक मशीन, एंड रेडियोग्राफ स्टेशन

16	**व्हील संयंत्र**		
16.1	व्हील संयंत्र (राउंड/इनगॉट की रिसिप्ट से लेकर तैयार व्हील तक)	30%	• सर्कुलर सॉ, फोर्जिंग प्रेस, व्हील रोलिंग मिल, व्हील डिशिंग प्रेस, व्हील स्टैम्पिंग मशीन, रिम स्प्रेइंग मशीन, मोबाइल चार्जर, (हैंडलिंग रोबोट), मशीनिंग इकाईयां , टेस्टिंग इकाईयां, ऑटोमेशन सिस्टम आदि
16.2	रेलवे व्हील के लिए हीट ट्रीटमेंट इकाईयां (बाउंड्री लिमिट: हॉट डायमेंशन मेज़रमेंट से ब्लैक व्हील स्टोरेज तक का एग्जिट)	40%	• फर्नेस बर्नर, हर्थ रोलर्स, ऑटोमैटिक व्हील हैंडलिंग और क्वेंचिंग मशीन
16.3	व्हील और रेल के लिए नॉन डेस्ट्रक्टिव टेस्टिंग (एनडीटी) इकाईयां (बाउंड्री लिमिट: एनडीटी इकाईयां के एंट्री और एग्जिट)	30%	• हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन, मैग्नेटिक पार्टिकल इंस्पेक्शन मशीन, एडी करंट टेस्टिंग मशीन
16.4	रोलिंग मिल स्टैंड के लिए फोर्ज्ड रोल विनिर्माण की इकाईयां (बाउंड्री लिमिट: फोर्ज्ड ब्लैंक रोल एंट्री से फिनिश्ड रोल के डिस्पैच तक)	30%	• फोर्जिंग प्रेस, मैनिपुलेटर्स, रोल हार्डनिंग मशीन, क्रायोजेनिक ट्रीटमेंट फैसिलिटी, टेम्परिंग फर्नेस, रोल ग्राइंडर, रोल टर्निंग लेथ, हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन
16.5	आरजीबीएस/रोल शॉप	50%	• सीएनसी वर्क रोल ग्राइंडर/ सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल टर्निंग लेथ, • रोल के लिए इलेक्ट्रिक डिस्चार्ज टेक्सचरिंग (ईडीटी) और इलेक्ट्रिक डिस्चार्ज मशीनिंग (ईडीएम) की इकाईयां
17	रिफ्रेक्टरी ब्रिक (कच्चे माल की प्राप्ति से लेकर तैयार ब्रिक तक)	50%	• हाइड्रोलिक प्रेस
18	इल्केट्रिकल (विद्युत गुणवत्ता प्रणाली)	30%	• एमवीस्टेटकॉम • (स्टेटिक सिंक्रोनस कंपेंसेटर) प्रणाली
	अन्य सहायक और उपयोगिता वाले उपस्कर		
19	**कैल्सीनेशन संयंत्र** (कैल्साइन्ड लाइम और डोलो)		• फायरिंग सिस्टम, शाफ्ट लेवल इंडिकेटर, ऑटोमेशन सिस्टम • वीएफडीऔर सॉफ्ट स्टार्टर कार्ड। ड्राइविंग एयर ब्लोअर, डीडस्टिंग ड्राफ्ट फैन,

		कूलिंग एयर फैन, लाइम कूलिंग फैन, वेस्ट गैस फैन, गैस बूस्टर फैन असेंबली • हाइड्रॉलिक सिलेंडर, हाइड्रॉलिक मोटर्स, हाइड्रॉलिक स्टेशन।
20	**इलेक्ट्रिक मोटर चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/ एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ड्राइव सिस्टम के साथ मोटर • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • नियंत्रण और इंस्ट्रूमेंटेशन आइटम
21	स्टीम टर्बाइन चालित कोल्ड ब्लास्ट ब्लोअर (एक्सियल/एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
22	**डीजल इंजन चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/एक्सियल लास्ट स्टेज रेडियल रेडियल के साथ)	• एक्सियल/एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ / रेडियल ब्लोअर और सिस्टम • डीजल इंजन • ब्लो-ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
23	**गैस फायरड़/हीट रिकवरी बॉयलर**	• विशेष ग्रेड प्लेट्स और ट्यूब्स • फ्लेम स्कैनर • इंस्ट्रूमेंटेशन एंड कंट्रोल
24	**स्टीम टरबाइन** (एक्सट्रेशन/बीपीटीजी)	• स्पेशल ग्रेड ब्लेड सामग्री • गवर्निंग सिस्टम • टर्बो पर्यवेक्षी प्रणाली • इंस्ट्रूमेंटेशन एंड कंट्रोल
25	**गैस होल्डर**	• गैसहोल्डर सील, सीलेंट। • फिटिंग के साथ लेवल वेट रोप • वी.आर.वाल्व गैस्केट • डबल/ट्रिपल मेम्ब्रेन सिस्टम के लिए स्पेशल मेम्ब्रेन • हाईड्रोलिक
26	**हाई प्रेशर गैस बूस्टर** (आउटलेट प्रेशर > 2000 एमएम डब्ल्यूसी)	• गैस बूस्टर जिसमें कंट्रोल और बाईपास वाल्व शामिल हैं • पिस्टन रिंग्स • कंसेंट्रेट रिंग टाईप वाल्व (एसएस)

27	**प्रदूषण नियंत्रण प्रणालियाँ**	• टीआर सेट • कंट्रोलर्स • इंसुलेटरर्स • ईएसपी इलेक्ट्रिकल कंपोनेंट • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
28	**जल एवं अपशिष्ट उपचार प्रणाली**	• मेंब्रेन • इवेपोरेटर (कंप्रेसर और टाइटेनियम शीट) • एचपी पंप्स • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
29	**कंप्रेस्ड एयर स्टेशन**	• सेंट्रीफ्यूगल कंप्रेसर कोर असेंबली जिसमें इम्पेलर्स, बुल गियर, पिनियन शाफ्ट, बेयरिंग्स, वाइब्रेशन प्रोब्स और लोकल कंट्रोल पैनल शामिल हैं ।
30	**हाइड्रोजन संयंत्र**	• इलेक्ट्रोलाइज़र इकाई • एचपी कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
31	**पैकेज्ड चिलर्स**	• कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
32	**अन्य उपयोगिता वाले क्षेत्र जैसे-** एयर कंडीशनिंग और वेंटिलेशन सिस्टम, वीएएम बेस्ड चिलर सिस्टम, फायरफाइटिंग सिस्टम, गैस बूस्टर (डीपी 2000 एमएम डब्ल्यूसी से कम), कूलिंग वॉटर सिस्टम (पंपिंग स्टेशन, फिल्टर, कूलिंग टावर, हीट एक्सचेंजर, आदि), गैस मिक्सिंग स्टेशन, पॉल्यूशन कंट्रोल सिस्टम, इंटर प्लांट पाइपिंग सिस्टम	• आइटम/इक्विपमेंट में सब-कंपोनेंट/पार्ट्स होते हैं जो आयात किए जाते हैं • कंप्रेसर, चिलर, क्रेन एसी यूनिट, एक्पेनशन वाल्व, उपकरण, उच्च तापमान अनुप्रयोग वाले एसी।
33	**इलेक्ट्रिक ओवरहेड ट्रैवलिंग क्रेन और गैन्ट्री क्रेन, इलेक्ट्रिक होइस्ट**	• बैरल कपलिंग, हेवी ड्यूटी बेयरिंग, क्रेन रेल लुब्रिकेशन, स्लू रिंग बेयरिंग, टोंग्स
34	**इंजीनियरिंग शॉप**	• सीएनसी लेथ, सीएनसी मिलिंग मशीन
35	पावर जेनरेशन, ट्रांसमिशन और डिस्ट्रीब्यूशन सिस्टम; शॉप इलेक्ट्रिक्स जिसमें पावर और कंट्रोल सिस्टम और उससे जुड़े इलेक्ट्रिकल काम शामिल हैं	विद्युत मंत्रालय की मिनिमम लोकल कंटेंट (एमएससी)% गाइडलाइन के अनुसार

नोट : सभी उपस्कर की अधिप्राप्तिअनुपालन विद्युत मंत्रालय की दिशानिर्देशों के अंतर्गत/ क्लास-I श्रेणी के अनुसार किया जाएगा। ऐसे मामलों में जहाँ उपकरण क्लास-I श्रेणी में शामिल नहीं हैं, या जहाँ उपस्कर की श्रेणीकरण विशिष्टता विद्युत मंत्रालय की/दिशानिर्देशों में स्पष्ट रूप से परिभाषित नहीं है, वहाँ डीपीआईटीटी द्वारा जारी क्लास-I और क्लास-II श्रेणियों से संबंधित प्रावधानों का पालन किया जाएगा।

36	**इंस्ट्रूमेंटेशन आइटम/उपस्कर** **	डीपीआईटीटी के दिशानिर्देशों के अनुसार*	• अबोव/अंडर बर्डन जांच प्रणाली • प्रोफाइलोमीटर • बर्डन कैमरा • तुयेरे फिनोमिना डिटेक्शन प्रणाली (टीपीडीएस) • टॉप गैस एनालाइज़र (सीओ,सीओ$_2$,एच$_2$,ओ$_2$, पॉल्यूटेंट्स) • फ्लो जाम स्विच • एलिमेंटल एनालाईजर • मॉइस्चर एनालाईजर(न्यूक्लिओनिक) • सीवी एनालाईजर • थिकनेस गेज • हॉट मेटल डिटेक्टर • विड्थ गेज • फर्नेस कैमरा • मल्टीफेज प्रोफ़ाइल गेज • मल्टीफंक्शन/शेप गेज • सतह निरीक्षण प्रणाली • लेजर डॉप्लर वेलोसीटी मीटर • ऑप्टिकल बैरियर • हॉट रोलिंग के लिए थर्मल इमेजिंग सिस्टम • ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, प्रेशर) • ऑनलाइन मैकेनिकल प्रॉपर्टी प्रेडिक्शन सिस्टम (एआई + सेंसर) • ऑयल फिल्म थिकनेस मॉनिटरिंग सिस्टम (कोल्ड रोलिंग) • एक्स-रे या न्यूक्लिओनिक आधारित कोटिंग थिकनेस गेज • मास फ्लो मीटर • हाइड्रिस (मोल्टन स्टील में हाइड्रोजन का पता लगाना) • मोल्ड लेवल मीजरमेंट • ब्रेक-आउट प्रीडीक्शन प्रणाली (बीओपीएस) • इल्क्ट्रोमैग्नेटिक ब्रेक (ईएमबीआर) नियंत्रण और सेंसर • लेडल ट्रैकिंग और प्रबंधन प्रणाली • स्लैग डिटेक्शन सिस्टम (एसडीएस)/ स्लैग मॉनिटरिंग सिस्टम • बीओएफ एंडपॉइंट डिटेक्शन (लेजर-इंडुय्स्ड

			ब्रेकडाउन स्पेक्ट्रोस्कोपी-एलआईबीएस) • सब-लांस सिस्टम (टेम्परेचर + O_2 + कार्बन + सैंपलिंग) • लैडल रिफ्रैक्टरी वियर मॉनिटरिंग (लेजर/ अल्ट्रासोनिक/इंफ्रारेड) • कंटीन्यूअस एमिशन मॉनिटरिंग सिस्टम (सीईएसएस- एसओx , एनओx, पीएस, सीओ, सीओ$_2$, ओ$_2$, एच2 के लिए इम्पोर्टेड एनालाइज़र) • बीओएफ/ ईएएफ (सीओ, सीओ$_2$, ओ$_2$, एच2 डस्ट) के लिए ऑफ - गैस एनालाइज़र • वॉटर क्वालिटी एनालाइज़र (पीएच, कंडक्टिविटी, ऑयल - इन - वॉटर, टीओसी, सिलिका, बीओडी, सीओडी, टीएसएस, टीडीएस, फिनोल, साइनाइड) • लेजर - आधारित गैस लीक डिटेक्टर (सीएज$_4$, सीओ, एच$_2$, एच2एस) • अक्सोटिक/ अल्ट्रासोनिक रिसाव का पता लगाना • वाइब्रेशन / कंडीशन मॉनिटरिंग सेंसर / एक्सियल शिफ्ट / डिफरेंशियल एक्सपेंशन मॉनिटरिंग सिस्टम • टक्कर रोधी प्रणाली (रडार/लेजर/लिडार) • ओवन पहचान प्रणाली (ओआईएस) • पाइरोमीटर • लोमास विश्लेषक • प्रेशर,टेम्परेचर और इलेक्ट्रोटेक्निकल पैरामीटर्स के लिए मास्टर कैलिब्रेटर • सिंटर संयंत्र में इरिच मिक्सर्स में स्थापित उपकरण और हैंज़ेल निर्मित लुब्रिकेशन प्रणालियाँ • टर्बाइन और टर्बो ब्लोअर के लिए गवर्नर सिस्टम • बाई-प्रोडक्ट संयंत्र के लिए टेल गैस एनालाइज़र • कोक बकेट लिफ्टर और रिवर्सिंग विंच में प्रयोग में आने वाले फोर्स सेंसर • एनकोडर, • हाइड्रोलिक वाल्व नियंत्रक • बीएलटी में स्थापित उपस्कर (टिल्ट स्विच,

			सोनिक सेंसर, एनकोडर,आदि) • फ्लेम सेंसर/स्कैनर
37	**ऑटोमेशन आइटम/उपस्कर ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
38	**वॉयस कम्युनिकेशन सिस्टम ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
39	**फायर डिटेक्शन और अलार्म (एफडीए) प्रणाली ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
40	**सीसीटीवी प्रणाली ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	

नोट:

* इंस्ट्रूमेंटेशन, ऑटोमेशन संचार उपस्कर, फायर डिटेक्शन एंड अलार्म (एफडीए) प्रणाली और सीसीटीवी प्रणाली डीपीआईआईटी के साथ-साथ एमईआईटीवाई दिशानिर्देशों के अनुसार क्लास- I और क्लास- II आपूर्तिकर्ता मानदंडो के अनुरूप पूंजीगत वस्तुओं के लिए घरेलू सामग्री आवश्यकताओं का अनुपालन करेगी।

** अत्यधिक विशिष्ट उपस्कर, कंपोनेंट्स, और ज़रूरी पार्ट्स जैसे इंस्ट्रूमेंटेशन, ऑटोमेशन, कम्युनिकेशन सिस्टम, फायर डिटेक्शन और अलार्म (एफडीए) सिस्टम, और सीसीटीवी सिस्टम के लिए सेमीकंडक्टर चिप्स अभी वैश्विक प्रौद्योगिकी वाली अग्रणी कंपनियों से लिए जा रहे हैं। हालांकि, पूरे सिस्टम असेंबली, इंटीग्रेशन, और मैन्युफैक्चरिंग का कार्य भारत में ही किया जा रहा है, और शेष कंपोनेंट्स स्वदेसी स्रोतो से अधिप्राप्त किये जा रहे हैं।

परिशिष्ट-ग

लौह एवं इस्पात क्षेत्र में स्वदेशी प्रौद्योगिकियों को बढ़ावा देना

1) **उद्देश्य:**

इस्पात विनिर्माण के सभी चरणों में स्वदेशी प्रौद्योगिकियों का अंगीकरण, विकास और विस्तार को प्रोत्साहित करके भारतीय लौह एवं इस्पात क्षेत्र में आत्मनिर्भरता को बढ़ावा देना।

2) **विषय क्षेत्र:**

यह नीति इस्पात बनाने या इस्पात विनिर्माण संयंत्र स्थापित करने वाले केन्द्रीय सार्वजनिक क्षेत्र के उद्यमों पर लागू होती है।

3) **नीति निदेश:**

3.1 ऐसे मामले जहां प्रौद्योगिकी और पूर्व इंजीनियरिंग एवं आपूर्ति के लिए प्रमाण उपलब्ध हैं, लेकिन वर्तमान क्षमता आवश्यकता से मेल नहीं खाते हैं, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.1.1 उत्पादन क्षमता प्रस्तावित संयंत्र की क्षमता का 30% होगी

3.1.2 वेंड़र्स के साथ स्पष्ट साझेदारी की प्रामाणिक उपलब्धता

3.1.3 प्रस्तावित संयंत्र की क्षमता के कम से कम 75% के लिए परियोजनाओं की डिटेल इंजीनियरिंग कार्यों का अनुभव

3.2 ऐसे मामले जहां प्रौद्योगिकी उपलब्ध है, लेकिन अर्लियर सप्लाई के लिए कोई संदर्भ उपलब्ध नहीं है, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.2.1 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की कम से कम 75% विशेषताओं से मेल खाते हुए परियोजनाओं की डिटेल इंजीनियरिंग कार्य किया हो

3.2.2 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की महत्वपूर्ण विशेषताओं से 100% मेल खाते हुए डिटेल इंजीनियरिंग कार्य किया हो

3.2.3 वेंड़र्स के साथ स्पष्ट गठजोड़ की उपलब्धता

3.2.4 प्रौद्योगिकी उपलब्धता के प्रमाणिक साक्ष्य (आईपीआर या अन्य पर्याप्त साक्ष्य)

3.3 ऐसे मामलों में जहाँ कोई भारतीय प्रौद्योगिकी उपलब्ध नहीं है, वहाँ यदि कोई विदेशी प्रौद्योगिकी प्रदाता तीन वर्षों के भीतर भारतीय सीपीएसई (जिसमें अधिप्राप्ति करने वाली इकाई भी शामिल है) को प्रशिक्षण और सहयोग सहित प्रौद्योगिकी हस्तांतरण करने का वचन देता है, तो उसे घरेलू मूल्य संवर्धन के प्रतिशत पर ध्यान दिए बिना माना हुआ श्रेणी-1 आपूर्तिकर्ता (डीम्ड क्लास-1 सप्लायर) माना जाएगा। इस स्थिति में, क्रय वरीयता उस विदेशी प्रौद्योगिकी प्रदाता को दी जाएगी, जैसा कि डीपीआईआईटी के सार्वजनिक अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश में समय-समय पर संशोधित किया गया है।

4) **कार्यान्वयन निरीक्षण:**

इस्पात मंत्रालय द्वारा गठित स्थायी समिति कार्यान्वयन की निगरानी करेगी, विवादों का समाधान करेगी तथा पात्रता एवं प्रोत्साहन मानदंडों को समय-समय पर अद्यतन करेगी।

प्रपत्र-1

मेल्ट एंड पोर आवश्यकताओं (परिशिष्ट- क*) और/या घरेलू मूल्य वर्धन आवश्यकताओं (परिशिष्ट-क और परिशिष्ट-ख*) के अनुपालन के लिए स्व-प्रमाणन का हलफनामा

*परिशिष्ट-ख पूंजीगत वस्तुओं के लिए, नीति के तहत अनिवार्य रूप से वैधानिक लेखापरीक्षक/लागत लेखापरीक्षक/सीए प्रमाणपत्र के साथ यह शपथपत्र अवश्य संलग्न होना चाहिए।

मैं,_____,निवास_____,मेसर्स_____

_के अधिकृत हस्ताक्षरकर्ता होने के नाते _____ एतद्द्वारा पूर्णतया प्रतिज्ञा और घोषणा करता/करती हूँ;

1. मैंने दिनांक_____ को जारी अधिसूचना संख्या_____ घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआई एवं एसपी) नीति, 2025, को पढ़ और समझ लिया है। मैं उक्त नीति और उस निविदा की सभी शर्तों और नियमों का पालन करने के लिए सहमत हूं जिसके संबंध में यह शपथपत्र प्रस्तुत किया गया है।

2. यह शपथपत्र निम्नलिखित लौह एवं इस्पात उत्पाद/पूंजीगत वस्तुओं से संबंधित है:

उत्पाद का नाम: _____

एचएस कोड: _____

परिशिष्ट वर्गीकरण: परिशिष्ट-क/परिशिष्ट-ख (जैसा लागू हो, चुनें)

प्रापण एजेंसी: _____

3. मेल्ट एंड पोर - यह केवल परिशिष्ट-क में उल्लिखित उन वस्तुओं पर लागू होता है जिनमें मेल्ट एंड पोर संबंधी शर्त होती है।

मैं एतद्द्वारा घोषणा करता/करती हूँ कि उपरोक्त उत्पाद भारत में मेल्ट एंड पोर की आवश्यकताओं जैसा कि विशेष रूप से परिशिष्ट- क में अधिसूचित किया है, को पूरा करते हैं। विशेष रूप से:

भारत में ही इस्पात को मेल्ट और पोर किया गया था।

पहला सॉलिड शेप (स्लैब/बिलेट/इनगॉट/अन्य) निम्नलिखित स्थान(स्थानों) पर उत्पादित किया गया था:

इस्पात निर्माण इकाई: _____स्थान: _____ हीट रिकॉर्ड; _____ बैच विवरण: _____

मैं प्रापण एजेंसी द्वारा आवश्यकता पड़ने पर इस घोषणा को प्रमाणित करने के लिए मिल परीक्षण प्रमाण पत्र, हीट रिकॉर्ड और कोई अन्य दस्तावेजी प्रमाण प्रस्तुत करने का वचन देता हूं।

(यदि लागू न हो, तो "लागू नहीं" लिखें।)

4. घरेलू मूल्य संवर्धन - परिशिष्ट-क डीवीए मदों और परिशिष्ट-ख पूंजीगत वस्तुओं पर लागू:

मैं एतद्द्वारा घोषणा करता/करती हूँ कि उत्पाद(उत्पादों) का घरेलू मूल्यवर्धन (डीवीए)% _____ है। डीवीए की गणना डीपीआईआईटी दिशानिर्देशों और डीएमआईएंडएसपी नीति, 2025 में निर्दिष्ट फार्मुला के अनुसार की गई है।

4क. परिशिष्ट- ख पूंजीगत वस्तुओं (अनिवार्य) के लिए: वैधानिक लेखापरीक्षक/लागत लेखा परीक्षक/चार्टर्ड लेखाकार द्वारा जारी प्रमाण पत्र संलग्न है, जो नीति के अनुसार पूंजीगत वस्तु पैकेज के डीवीए की पुष्टि करता है।

(यदि यह केवल परिशिष्ट-क का आइटम है, तो इस खंड को रद्द कर दें।)

5. मैं पुष्टि करता/करती हूँ कि: दी गई सभी जानकारी सत्य और सही है। सभी इनपुट स्टील की लागत, आयातित सामग्री और घरेलू सामग्री की गणना सत्यापित की जा चुकी है। सभी उत्पादन, खरीद और मूल्य निर्धारण संबंधी रिकॉर्ड जांच के लिए उपलब्ध हैं।

यदि कोई भी जानकारी गलत या भ्रामक पाई जाती है: प्रापण एजेंसी अपने मानदंडों के अनुसार मुझे/मेरी फर्म को सरकारी निविदाओं से अयोग्य घोषित कर सकती है। मैं नीति और निविदा शर्तों के अनुसार, ईएमडी की जब्ती सहित सभी मूल्यांकन लागतों और जुर्माने का भुगतान करने के लिए सहमत हूं।

6. मैं संबंधित रिकॉर्ड को बनाए रखने और उन्हें किसी भी वैधानिक प्राधिकारी को उपलब्ध कराने का वचन देता हूं।

7. घोषणा: मैं एतद्द्वारा घोषणा करता/करती हूँ कि ऊपर दिए गए कथन मेरी जानकारी और विश्वास के अनुसार सत्य है। मैं समझता/समझती हूँ कि किसी भी प्रकार की गलत जानकारी देने पर डीएमआईएंडएसपी नीति, लागू कानूनों और निविदा शर्तों के तहत दंड का प्रावधान होगा।

(स्थान एवं दिनांक)

मैसर्स_____

के लिए और उनकी ओर से

(अधिकृत हस्ताक्षरकर्ता)

[फा. सं. 8(2)/2023-आईडी-I]

अभिजीत नरेंद्र, संयुक्त सचिव

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 17th December, 2025

G.S.R. 904(E).— In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement is hereby published for general information.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2025

1. **Background**

1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.

1.2. The policy applies to procurement of iron & steel products notified in Appendix A, procurement of capital goods listed in Appendix B and technology from indigenous technology suppliers in Appendix C.

2. **Definitions**

2.1. **Bidder** may be a domestic/foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply house or any other company engaged in the bidding of projects funded by Government agencies.

2.2. **Domestically Manufactured Iron & Steel Products** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).

2.3. **Domestic Manufacturer** is a manufacturer conforming to Section 2(72) of the Central Goods and Services Tax (CGST) Act, 2017.

2.4. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT guidelines and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

% Domestic value addition =

{Total value of the item to be procured (excluding net domestic indirect taxes) – The value of

imported content in the item (including all customs duties)}

---------- X 100%

{Total value of the item to be procured}

2.5. **Finished Steel** means flat and long products, which can be subsequently processed into manufactured items.

2.6. **Government** for the purpose of the Policy means Government of India.

2.7. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.

2.8. **Indigenous Technology:** A technology shall be deemed to be Indigenous technology if, at least 51 % of the entity's equity is held by Indian residents and the IPR is owned or co-owned by an Indian entity or licensed exclusively to them and the core engineering R&D, and project execution capabilities reside in India.

2.9. **L1** means the lowest tender, or the lowest bid or the lowest quotation received in a tender, bidding process, or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

2.10. **MoS** means Ministry of Steel, Government of India.

2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In the case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The country of melt and pour (COM) should be India. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.

2.13. **Net Selling Price** means the invoiced price excluding net domestic taxes and duties.

2.14. **Semi-Finished Steel** means Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.

3. **Exclusions**

3.1. Waivers may be granted by the Ministry of Steel to all such Government procurements subject to the below conditions:

3.1.1. Where specific grades of steel are not manufactured in the country, or

3.1.2. Where the quantities as per the demand of the project cannot be met through domestic sources.

3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. **Standing Committee**

4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.

4.2. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:

4.2.1. Monitor the implementation of the policy.

4.2.2. Review and notify the list of Iron & Steel products, the domestic content requirement criteria and policy directives as mentioned in Appendix A, Appendix B and Appendix C.

4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies.

4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.

4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.

4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.

4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of the Committee.

5. **Applicability**

5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, come within the purview of this Policy if that project/scheme is fully/partly funded by the Government of India.

5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products.

5.3. Appendix-B contains the list of capital goods used in manufacturing iron & steel products which can be imported, and the applicable minimum domestic content requirement for packages.

5.4. A purchase preference of 20% is applicable for capital goods used in steel manufacturing. For example, if the lowest bidder (L1) for an importable capital good is a foreign company with a quoted price of Rs.100 crore for the product package, under the policy, procurement preference of 20% will be applicable to a domestic supplier of the same capital good.

5.5. Appendix-C contains directives and methodology for steelmaking CPSEs to procure from indigenous technology suppliers.

5.6. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemized basis.

5.7. No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 crore except with the approval of competent authority as designated by Department of Expenditure.

5.8. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.

6. **Tender procedure for procurement**

6.1. Procuring agencies shall follow standard government procurement procedures while adhering to the DMI&SP policy.

6.2. The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to the requirement as mentioned in Appendix A and Appendix B.

6.3. All bidders – including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses – shall submit Form-1 as part of their bid, irrespective of whether they are the manufacturer or otherwise.

6.4. Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorization certificate issued by the domestic manufacturer at the time of delivery.

6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by 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 suppliers other than companies) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

6.6. If Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to the procuring entities for appropriate reciprocal action.

6.7. Entities of countries that have been identified by the Ministry of Steel as not allowing Indian companies to participate in their Government procurement for any item related to the Ministry of Steel shall not be allowed to participate in Government procurement in India for all items related to Ministry of Steel, except for the list of items published by Ministry of Steel permitting their participation.

6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.

6.9. In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP policy.

6.10. A supplier debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter.

6.12. Procuring agency shall define the penalties, in case of a wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties, and blacklisting of such manufacturer/service provider etc., in terms of extant rules.

7. Implementation monitoring by the Ministry of Steel

7.1. The policy provisions shall be applicable for 5 years from the date of publication and may further be extended at the discretion of the Ministry of Steel.

7.2. MoS shall be the nodal ministry to monitor the implementation of the policy.

7.3. Agencies covered under DMI&SP policy shall send declaration on a quarterly basis indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

Appendix-A

List of iron and steel products which can only be procured from domestic sources

Sl. No	Iron & Steel Products	HS Code	Condition
1	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	Melt & Pour
2	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
7	Other bars and rods of iron or non-alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour

15	Rails, railway or tramway track construction material of iron or steel	7302	50% Domestic Value Addition
16	Tubes, pipes and hollow profiles, of cast iron	7303	50% Domestic Value Addition
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	50% Domestic Value Addition
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	50% Domestic Value Addition
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	50% Domestic Value Addition
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	50% Domestic Value Addition
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non-alloy steel	7228	Melt & Pour
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	50% Domestic Value Addition
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	50% Domestic Value Addition
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment	7309	50% Domestic Value Addition
30	Tanks, casks, drums, cans, boxes and similar containers, for any material(other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300L,whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	50% Domestic Value Addition
31	Containers for compressed or liquefied gas, of iron or steel	7311	50% Domestic Value Addition
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	50% Domestic Value Addition
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	50% Domestic Value Addition
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	50% Domestic Value Addition
35	Chain and parts thereof, of iron or steel	7315	50% Domestic Value Addition

36	Anchors, grapnels and parts thereof, of iron or steel	7316	50% Domestic Value Addition
37	Articles of iron and steel	7317	50% Domestic Value Addition
38	Articles of iron and steel	7318	50% Domestic Value Addition
39	Articles of iron and steel	7319	50% Domestic Value Addition
40	Springs and leaves for springs, of iron or steel	7320	50% Domestic Value Addition
41	Stoves,ranges,grates,cookers(including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	50% Domestic Value Addition
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	50% Domestic Value Addition
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	50% Domestic Value Addition
44	Sanitary ware and parts thereof, of iron or steel	7324	50% Domestic Value Addition
45	Other cast articles of iron or steel	7325	50% Domestic Value Addition
46	Electrical steel and other articles of iron or steel	7326	50% Domestic Value Addition
47	Railway or tramway passenger coaches, not self-propelled	8605	50% Domestic Value Addition
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50% Domestic Value Addition
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50% Domestic Value Addition

Appendix- B

List of Capital Goods (non-exhaustive) which can be imported for Manufacturing Iron & Steel products, and minimum domestic content applicable for the package

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	Mining		
1	**Equipment for Mining development** • Crushing & Screening Plant • Mineral beneficiation (iron ore and coal) plant; (Boundary Limit: from Receiving of ROM at the crusher hopper, comminution, segregation, ore/coal processing up to final product preparation) • Slime Beneficiation • Automatic Loading facilities • Conveyer system	75%	• Wet High Intensity Magnetic Separator / High Gradient Magnetic Separator • Heavy Media Cyclone • Gyratory Crusher • Spiral Concentrator • Online Ash Analyzer • Ball/Rod/AG Mill (Greater than 3.5 m dia)
2	**Mining transportation** • Slurry Pipelines • Long distance conveying system	30%	• PD Pump • Valves • Specialized/rope/pipe conveyor
3	**Other Mining Machinery & Heavy Earth Moving equipment for mines** (Boundary Limit: Equipment for drilling, raising, lading, haulage, and mine preparation)	Not Applicable	• Dumper (above 220 tons pay load capacity), Hydraulic Excavators (above 9 Cubic meter bucket capacity) • Blast Hole Drills 10"(Electric/Diesel) • Diesel driven Track Dozer >850 HP Capacity • Diesel Driven Wheel Dozer >500 HP capacity • Diesel driven Front End Wheel Loader >8 Cubic Meter bucket Capacity
4	**Pellet Plant Equipment** (Boundary Limit – Receiving Ground Hopper for flux & Binder, Belt Conveyor feeding IOF to product pellet belt conveyor)	85%	• Pellet car, High Intensive Mixer, Balling Discs, Vertical roller mill, Drive/discharge end Sprocket assembly, curved rail, Slide rails, Single deck roller screen and Double deck roller screen, Induration Machine Drive assembly, Level-2 automation
	Iron/steel making		
5	**Raw Material Handling System** (Boundary Limit – from Wagon Tippler to respective user units)	95%	• Barrel Couplings, Heavy Duty Bearings, Crane Rail Lubrication System, Slew Ring Bearings, Tongs (Special), Vibration Isolation System (Spring Damper), Hydraulic motor & hydraulic pump (installed in wagon tippler, side arm charger, stacker cum reclaimer, slew stacker), electronic cards, unbalanced motor, cam limit switch of wagon tippler.
6	**Coke Oven Battery** (Both top charged & stamp charged) (From Coal bunker to coke discharge bucket)	90%	• Springs of the anchorage systems, COG booster, stamping train, bonding press

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
7	**Coke Dry Quenching Plant** (From Hot coke receiving bucket to discharge chute of cooling chamber)	90%	• Mill fan & Motor, Special Refractory for Twin Flue of Cooling Chamber.
8	**By-Product Plant** (From Primary Gas cooler to clean coke oven gas up to the network)	90%	• Exhauster & Motor, burner of the clause kiln, Catalyst, Tail gas analyzer, Palletization unit.
9	**Sinter Plant Equipment** (Boundary Limit – Receiving Bin for Raw Material to Vibro-Feeder below Product Sinter Bin)	75%	• Highly Intensive Mixer & Granulator Unit, Pallet cars, Drive Sprocket, Main Drive with Gear Box of sinter machine, slide rail & curved rail, Hot Sinter breaker and Grizzly, Annular Dip Rail Cooler, LCI Drive system for Sinter Plant Exhauster application. • Ignition Furnace Spare parts (Refractory/Control System/Burner Assembly) • Exhauster (Waste Gas Fan) and System Spare Parts
10	**Blast Furnace Equipment** Boundary Limit: **Input** • **Raw material-** Top of bunkers of respective material • **Cold Blast**- Inlet of the snort valve • **Industrial water**- BF pump house **Output** • **Hot Metal**- Filled in the torpedo ladle • **Granulated Slag** - to the granulated slag yard	70%	• Bell less top gear box, upper seal device covering upper material gate and upper seal valve, lower seal device covering lower material gate and lower seal valve, Bleeder valve, Tilting Rocker, Wear liners, Goggle Valve, Equalizing & Relief Valve, Chute Rotation Motors, Distribution chute, Feeder spout, Chutes & Funnels etc. • Hearth Refractory (carbon blocks) • Top Recovery Turbine system (TRT) • Cu-staves • SGI Staves • Cast house equipment (Mud gun, Drilling machine and main trough Manipulator) • Probes, Profilometer & Stock level indicator (radar type) • Gas cleaning plant (AGS system) • Stove system – ceramic burner & technological valve • Waste Heat Recovery system • Turbo blowers • Ball Mill • PCI Injection System • Level-II automation • Copper plate coolers • Tuyere cooler • Stove technological valves • Dewatering Wheel of SGP • Torpedo Ladle Car chain assembly • Dome filled dump Valves • Tuyere stock assembly
11	**Gas based Direct Reduction Plant Equipment** (Boundary Limit: Receipt of raw	50%	• Reactor charging system • Reactor • Reactor discharging system

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	material at the top of the DRI reactor & discharge of hot DRI to EAF)		• Pneumatic transfer to EAF • Discharge route to briquetting system • Briquetting feeding system • Briquetting system • Reduction gas circuit • CO2 removal unit • Process gas heater • Reformer system • Heat Recovery System • Process Gas Compressors • Blowers • Seal Gas System • Flue Gas Fan/ Hot Fan • Process valves • Critical bellows • Critical refractories • Natural Gas pre-treatment system • Level-II automation
12	**Oxygen Plant 700 tpd & Above** (Boundary limit: Water, Power at oxygen plant boundary)	30%	• Main Air Compressor • Booster Air Compressor • Expansion Turbine • Reboiler • Cryogenic Pumps • Heat exchange elements of • ASU • Pressure Column • Main Condenser, Low Pressure Column • Crude Argon Column, Pure Argon Column and Condenser with Condenser Block • Main Heat Exchangers, Pure Argon Evaporator Sub-cooler • LOX-IC-Process Pump • LIN-IC-Process Pumps • LAR-Transfer -Process Pumps • Dense Fluid Expander • Booster Heat Exchangers • Molecular Sieves Switching Valves for PPU • Critical Safety valves • Specialized valves • Control Valves • Cold box • Control Valves GOX-Product • Flow Measuring devices of Cold box • Expander - Brake Generator, Frequency Converters
13	**Steel Processing**		
13.1	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Co-Injection Process** (Hot metal from the blast furnace (BF) is	75%	• Injection Lance and automatic sampling Unit with auxiliaries • De-slagging Machines (slag raking machine) with auxiliaries

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)		• Temp. measuring and sampling device with auxiliaries
13.2	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Mechanical Stirrer (KR) Process** (Hot metal from the blast furnace (BF) is received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)	70%	• Impeller, Impeller lifting & stirring equipment, Guide Frame with auxiliaries • De-slagging Machines (slag raking machine) with auxiliary facilities • Temp. measuring and sampling device with auxiliaries
13.3	**Basic Oxygen Furnace / LD Unit** [Treated hot metal is poured into the BOF converter, where it undergoes processing to convert it into steel, which is then supplied to the ladle furnace (LF)]	65%	• Lance body with clamping, Lance carriage, Lance guide, Lance hoist & trolley, Lance copper tips with auxiliaries. • Pneumatic motors for emergency tilting drive. • Bottom stirring system, valve station & rotary joint along with auxiliaries • Valve stations for oxygen/ argon/ nitrogen with auxiliaries • Sub-lance system with auxiliaries • Container lab with all auxiliaries. • Automatic gas coupling (auto coupler) with auxiliaries. • Converter wrecking machine. • Converter tap hole changing machine • Refractory monitoring (laser) machine. • Converter Shell parts, Suspension System, Rotary joint, Slag Stopper & its control valves • Converter Tilting Drive system & Suspension system, gearboxes & Motors, Pneumatic Motors & control valves, Position Encoders, Clutch system, Lubrication system components. • Ladle Transfer Car Rail Track System (A series type) & gearboxes, stirring couplings. • LOMAS Gas Analyzer, Multi-lab temperature & sample system. • Stirring couplings for ladle transfer Cars. • PLCs and RIOs. • Automation system and software. • Hot Zone Hydraulic Pumps and Valves. • Hot Zone Geared Motors with wheel block. • Converter Bearings. • Air & Electric operated Slurry Compaction Pump. • Primary ID fan, bearings, motors, drives & Lubrication system.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• WDS-Cone
13.4	**Electric Arc Furnace Unit** (Primary materials such as scrap, DRI, pig iron, and hot metal in combination is converted into liquid steel using electrical energy to melt and refine the raw materials)	70%	• Electrode regulation system with auxiliaries • High current system including furnace transformer • Oxygen & Carbon Injection System with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries
13.5	**Ladle Furnace Unit** [Liquid steel is processed/ treated to achieve the desired grade and held as buffer stock before being supplied to the continuous casting machine (CCM)]	70%	• Electrode regulation system with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries.
13.6	**RH/ RH-OB Unit** [The liquid steel is degassed to achieve the required dissolved gas levels and then supplied to the continuous casting machine (CCM)]	65%	• Gas Stirring System/ Lift Gas Stirring System Valve Stand with auxiliaries • Oxygen Lance System with auxiliaries • Hydris Measurement System with auxiliaries
13.7	**Argon-Oxygen Decarburization (AOD) Unit**	70%	• Drive Unit for tilting of AOD converter, Air Motor, Brakes etc. • Lance copper tips • Hoses for water and oxygen • Pneumatic motors for emergency tilting drive. • Bearing for AOD Converter, Emergency Gears for air motor • Valve stations for oxygen/ argon/nitrogen with auxiliaries. • Refractory monitoring (laser) machine • Automation system.
13.8	**VD/VOD**	70%	• Gas analysis (Off-Gas Mass Spectrometers) only sensor. Holder is make in India • Automation and Process control software platform • Vacuum Pump System with Auxiliary • Oxygen tips • Valve stations for oxygen/ argon/nitrogen with auxiliaries.
13.9	**Submerged Arc Furnace (SAF) Unit**	65%	• Clay gun and drill M/c • Electrode equipment • Slipping device assembly • Electrode guiding assembly • Upper & Lower mantle assembly • Pressure ring assembly • Contact shoe assembly • Heat shield assembly • Electrode seal assembly • Pressure ring bellows • Seal refractory • Furnace automation and Controller Software

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
13.10	**Continuous Casting Unit** (Slab Caster/ Billet/ Bloom Round/ Combi/ Beam Blank) [The liquid steel is cast into slabs, billets, or blooms in the continuous casting machine (CCM)]	65%	• Ladle slag detection system completes with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Torch cutting machine/ Emergency torch cutter along with auxiliaries • De-burring machine along with electrical drive system with auxiliaries • Marking machine. • Roll gap checker completes with auxiliaries • Electromagnetic Stirrer (EMS)/ Electromagnetic Braking (EMBr) system along with auxiliaries
14	**Flat Product Mills**		
14.1	**Hot Strip Mills/ Plate Mill** (Boundary Limit: Slab yard to Dispatch Bay, including auxiliaries)	50%	• De-scalars, mill stand, bed plates, backup rolls, Work Rolls, mill spindles, chocks, AGC cylinders, bending blocks & cylinders, shears, down coilers, anti-friction roll neck bearings, oil film bearings, mill reducers, load cells, thickness gauge, profile gauge, width gauge, levelers, roll grinding machines, Coil Marking Machine, Plate Marking Machine, mill stand motors & mill stand MV drive system, automation system, etc.
14.2	**CRM (PLTCM)** (Boundary Limit: Pickling line entry to mill exit)	50%	• Welding machine, tension leveler, mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, roll bending and roll shifting cylinders, mill spindles, load cells, position transducers, Electrostatic Oiler, Side Trimmer, Steering System, Surface Inspection System, thickness gauges, laser speed gauge, tensiometer, Flatness Gauge, tension reel, mill reducers, mill stand motors & mill stand MV drive system, automation system etc.
14.3	**CRM (HDGL)** (Boundary Limit: entry to exit of HDGL including temper mill & tension leveler)	60%	• Welding machine, radiant tube furnaces, jet cooling system, coating pot with induction heating, pot rolls, air knife wiping system, tension leveler, width gauge, thickness gauge, coating thickness gauge, load cells, roll force cylinders, mill stand motors & mill stand drive system, automation system, etc.
14.4	**CRM (SPM)** (Boundary Limit: entry to exit of SPM)	50%	• Mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, Electrostatic Oiler, Coil Marking System, load cells, thickness gauge, mill stand motors & mill

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			stand MV drive system, automation system, etc.
14.5	**CRM (Bell Annealing Furnace)** (Boundary Limit: From furnace bases to post cooling equipment)	55%	• Furnace, automation system, etc.
14.6	**CRM (Color Coating Line)** (Boundary Limit: Entry to exit of CCL)	80%	• Coater, Coating thickness gauge, digital printer, tension leveler, automation, etc.
14.7	**TSCDR (Thin Slab casting Direct Rolling)** (Boundary Limit: From turret to coil finishing & packaging area)	50%	• Ladle slag detection system complete with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Pendulum shear cutting machine. • Segments assembly • Roll gap checker complete with auxiliaries • Electromagnetic Stirrer (EMS)/Electromagnetic Braking (EMBr) system along with auxiliaries, • Tunnel furnace burners • Roughing & Finishing Mill stands, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive and motors, automation system, laminar/power cooling components, hydraulic coilers. Profile gauge, thickness gauge, width gauge. • Nozzles • Grease system and auxiliaries • Hydraulic system and auxiliaries • Gearbox • ROT roll assembly • Roll assembly (Sleeve, Shaft, Roll) • Ladle turret and auxiliaries (Slew bearing, Disc coupling, Gearbox, Hydraulic clutch and Hydraulic Cylinder) • Mould breakout prediction system • Auto mould level control nucleonic gauge • Mould powder feeding system • CNC mould machining system with auxiliaries • Tundish and Turret weighing system • Tunnel furnace refractory rolls. • Tunnel furnace shuttle drive system and gas conveying system. • Backup roll hydrostatic lubrication system • Roll bite lubrication system • In-furnace camera with auxiliaries • Crop shear • Descaler system and component. • Coil marking machine

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• Online Coil weighing system • Cut to Length Stacker System • Roll Shop (CNC Combi grinders, CNC Roll Grinders, CNC Knife Grinders, CNC Turing Machine, Lathe Machines) • Coil Strapping machines • Down coiler system • Mill Measuring system and Sensors (Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Looper Control System along its sensors • Condition based monitoring System and its sensors • Coil shuttle car and pallet conveying system. • Crane coil tong. • RO and UF membranes • Self-cleaning filters
14.8	**Normalizing Facilities for Plate Mill** (Boundary Limit: entry to Normalizing furnace to dispatch of finished plates)	50%	• Furnace burners, Furnace hearth rollers, leveler, load cell, automation
14.9	**SSM (Silicon Steel Mill)** (Boundary Limit: Pickling line entry to dispatch of SSM)	50%	• Mill stand, work roll & backup roll, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system, annealing furnace, decarburizing line, electrical steel testing facilities (e.g. Fischer scope thickness measuring device, Frankline Insulation Resistivity Tester, Magnetic Console, Stacking Factor tester).
14.10	**CRM (Cluster Mill stand)** Sendzimir Mill (Boundary Limit: entry to exit of Sendzimir Mill)	50%	• Sendzimir Mill stand, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
14.11	**HRM (Steckel Mill)** (Boundary Limit: From coiler furnace entry to Steckel Mill and exit to coiler furnace)	40%	• Steckel Mill stand, heated coilers, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
15	**Long Product Mills**		
15.1	**Bar Mill/ WRM/MM/ LSM** (Boundary Limit: From furnace entry to dispatch)	75%	• Fast finishing blocks, Roll turning lathes, Profile Gauge, automation systems, etc.
15.2	**Rail Mill/ Heavy Structural Mill** (Boundary Limit: From furnace entry to exit of the rail welding plant excluding material handling)	45%	• Mill stands, mill motor & drive system, heat treatment facility, straightening machine, NDT facilities, welding machine, Profile Gauge, Hot Saw, Cold Saw, Hot Marking Machine, Roll Turning Lathe, Saw Grinding Machine, automation system, etc.
15.3	**ERWPP (Electrical Resistance Welded Pipe Plant)**	50%	• Pre-forming Unit, Break-Down Stand, Edge Bender, Universal Cage, Finishing Pass

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	(Boundary Limit: From strip feeding to finishing facilities and dispatch of ERWPP)		(multiple stands), Pipe Guide, high frequency welding machine, high power electric inductors, hydro testing, ultrasonic machine
15.4	**SWPP (Spiral Welded Pipe Plant)** (Boundary Limit: From pipe forming to finishing facilities and dispatch of SWPP)	50%	• Submerged arc welding, outside welding (skelp joint), X-ray station, hydro testing, beveling machine, ultrasonic machine, end radiograph station
16	**Wheel Plant**		
16.1	**Wheel Plant** (receipt of round/ingot to finished wheel)	30%	• Circular saw, forging press, wheel rolling mill, wheel dishing press, wheel stamping machine, rim spaying machine, mobile chargers, (Handling Robots), machining facilities, testing facilities, automation system etc.
16.2	**Heat Treatment Facilities for Railway Wheels** (Boundary Limit: exit of Hot Dimension Measurement to Black Wheel Storage)	40%	• Furnace burners, hearth rollers, automatic wheel handling and quenching machine
16.3	**Non-Destructive Testing (NDT) Facilities for Wheels and Rails** (Boundary Limit: entry & exit of NDT facilities)	30%	• Hardness testing machine, Ultrasonic testing machine, Magnetic particle inspection machine, Eddy current testing machine
16.4	**Facilities for Manufacturing of Forged Rolls for Rolling Mill Stands** (Boundary Limit: entry of forged blank roll to dispatch of finished rolls)	30%	• Forging Press, Manipulators, roll hardening machine, Cryogenic treatment facilities, tempering furnaces, roll grinders, roll turning lathes, hardness testing machine, ultrasonic testing machine
16.5	**RGBS/ Roll Shop**	50%	• CNC work roll grinder/CNC combi grinder, CNC Roll turning lathe, • Facilities for Electric Discharge Texturing (EDT) and Electro Discharge Machining (EDM) for rolls
17	**Refractory Brick** (Receipt of raw material to finished brick)	50%	• Hydraulic Press
18	**Electrical** (Power Quality System)	30%	• MVSTATCOM • (Static Synchronous Compensator) System
	Other auxiliary and utility equipment		
19	**Calcination Plant** (Calcined Lime & Dolo)		• Firing system, Shaft level indicator, Automation system • VFD & Soft Starter Cards. Driving Air Blower, Dedusting Draft Fans, Cooling Air Fans, Lime Cooling Fan, Waste Gas Fans, Gas Booster Fan assembly • Hyd. Cylinders, Hyd. Motors, Hyd. Station.
20	**Electric Motor Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Motor with Drive System • Blow-off Valve • Blower non-return valve • Control & Instrumentation items

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
21	**Steam Turbine Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Blow-off Valve • Blower non-return valve • Control & Instrumentation items
22	**Diesel Engine Driven Cold Blast Blower** (Axial/Axial with last stage radial/radial)		• Axial/ Axial with last stage radial Blower/radial Blower and Systems • Diesel Engines • Blow-off Valves • Blower non-return valves • Control & Instrumentation items
23	**Gas Fired/ Heat Recovery Boilers**		• Special Grade Plates & Tubes • Flame Scanner • Instrumentation & controls
24	**Steam Turbine** (Extraction/ BPTG)		• Special Grade Blade Material • Governing System • Turbo Supervisory system • Instrumentation & controls
25	**Gas Holder**		• Gasholder seal, sealant. • Level weight ropes with fittings. • V. R. Valve gaskets • Specialized membranes for double/triple membrane system. • Hydraulics
26	**High pressure gas boosters** (Outlet pressure > 2000 mm WC)		• Gas booster proper including control and bypass valves • Piston Rings • Concentric Ring Type Valves (SS)
27	**Pollution Control Systems**		• TR sets • Controllers • Insulators • ESP electrical components • Control & Instrumentation items
28	**Water & Effluent Treatment System**		• Membranes • Evaporators (Compressor & Titanium Sheet) • HP Pumps • Control & Instrumentation items
29	**Compressed Air Station**		• Centrifugal Compressor core assembly including Impellors, Bull Gear, Pinion Shafts, Bearings, Vibration Probes and Local Control Panel.
30	**Hydrogen Plant**		• Electrolyser unit • HP Compressors • Control & Instrumentation items
31	**Packaged Chillers**		• Compressors • Control & Instrumentation items
32	**Other Utility areas like**– Air conditioning & ventilation system, VAM based chiller system, firefighting system, gas boosters (DP less than 2000 mm WC), cooling water system (pumping station, filters, cooling		• Items / Equipment have sub-components / parts which are imported • Compressors, Chillers, Crane AC units, Expansion Valve, Instruments, High Temperature Application AC.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	towers, heat exchangers, etc.), gas mixing stations, pollution control systems, inter plant piping system		
33	**Electric overhead travelling crane and gantry crane, electric hoist**		• Barrel coupling, heavy duty bearing, crane rail lubrication, slew ring bearings, tongs
34	**Engineering shop**		• CNC lathe, CNC milling machine
35	Power Generation, transmission & Distribution system; Shop Electrics including Power & control system and associated electrical works	As per Minimum local content (MLC) % guideline of Ministry of Power	
Note: All equipment shall be procured/ complied as per the Class-I category of the Ministry of Power guidelines. In case(s) where the equipment is not mentioned in Class-I category, or where classification/specification of the equipment is not explicitly or clearly defined under the Ministry of Power guidelines, the provisions issued by DPIIT for Class-I and Class-II categories shall accordingly be followed.			
36	**Instrumentation items/ equipment ****	As per DPIIT guideline *	• Above / under burden probe system • Profilometer • Burden camera • Tuyere phenomena detection system (TPDS) • Top gas analyzers (CO, CO_2, H_2, O_2, pollutants) • Flow jam switch • Elemental analyzers • Moisture analyzer (Nucleonic) • CV analyzer • Thickness gauge • Hot metal detector • Width gauge • Furnace camera • Multifunction profile gauge • Flatness/shape gauge • Surface inspection system • Laser doppler velocity meter • Optical barrier • Thermal imaging systems for hot rolling • Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Online mechanical property prediction systems (AI + sensors) • Oil film thickness monitoring systems (cold rolling) • X-Ray or Nucleonic Based Coating Thickness Gauges • Mass flow meter • Hydris (hydrogen detection in molten steel) • Mold level measurement • Break-Out Prediction System (BOPS) • Electromagnetic Brake (EMBr) Control & Sensors • Ladle tracking and management system • Slag Detection System (SDS)/ Slag Monitoring Systems

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• BOF Endpoint Detection (Laser-Induced Breakdown Spectroscopy – LIBS) • Sub-Lance Systems (Temp + O_2 + Carbon + Sampling) • Ladle Refractory Wear Monitoring (Laser/Ultrasonic/Infrared) • Continuous Emissions Monitoring Systems (CEMS – imported analyzers for SOx, NOx, PM, CO, CO_2, O_2, H2) • Off-gas analyzer for BOF/ EAF (CO, CO_2, H_2, dust) • Water quality analyzers (pH, Conductivity, Oil-in-water, TOC, Silica, BOD, COD, TSS, TDS, Phenol, Cyanide) • Laser-based gas leak detectors (CH_4, CO, H_2, H2S) • Acoustic / ultrasonic leak detection • Vibration / condition monitoring sensors / Axial shift / Differential expansion monitoring systems • Anti-collision system (Radar/ Laser/ Lidar) • Oven Identification System (OIS) • Pyrometers • LOMAS Analyzers • Master calibrators for pressure, temperature and electrotechnical parameters • Instruments installed in Eirich Mixers in Sinter plant, and Hanzel make lubrication systems. • Governor systems for Turbines and Turbo-blowers • Tail gas analyzers for By-product plant • Force sensors used in Coke bucket Lifter & reversing winch • Encoders, • Hydraulic valve controllers • Instruments installed in BLTs (Tilt switch, sonic sensor, encoders, etc.) • Flame sensors/scanners
37	**Automation items/ equipment ****	As per DPIIT guideline *	
38	**Voice Communication system ****	As per DPIIT guideline *	
39	**Fire Detection and Alarm (FDA) system ****	As per DPIIT guideline *	
40	**CCTV system ****	As per DPIIT guideline *	

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items

Note:

* Instrumentation, automation, communication equipment, Fire Detection & Alarm (FDA) system, and CCTV system shall comply with the domestic content requirements for capital goods in line with Class-I and Class-II supplier norms as per DPIIT as well as MEITY guidelines.

** Highly specialized equipment, components, and critical parts such as semiconductor chips for instrumentation, automation, communication systems, fire detection & alarm (FDA) systems, and CCTV systems are currently being sourced from global technology leaders. However, the overall system assembly, integration, and manufacturing activities are being carried out in India, with the remaining components procured through domestic sources.

Appendix-C

Promotion of Indigenous Technologies in Iron & Steel Sector

1) **Objective:**
To promote self-reliance in the Indian iron and steel sector by incentivizing the adoption, development, and scale-up of indigenous technologies across all stages of steel manufacturing.

2) **Scope:**
This policy applies to Central Public Sector Enterprises involved in steelmaking or putting up a steel manufacturing plant.

3) **Policy Directives:**

3.1 In cases where technology and proof for earlier engineering & supply is available but does not match the present capacity requirement, following conditions will be applicable for indigenous technology providers:

3.1.1 Production capacity reference to be 30% of the capacity of the proposed plant.

3.1.2 Availability of demonstrable tie ups with the vendors.

3.1.3 Experience of detailed engineering of projects for at least 75% of the capacity of the proposed plant.

3.2 In cases where technology is available but no reference for earlier supply is available, following conditions will be applicable for indigenous technology providers:

3.2.1 The indigenous technology supplier has done detailed engineering of projects matching at least 75% of the features of the proposed project.

3.2.2 The indigenous technology supplier has done detailed engineering matching 100% of the critical features of the proposed project.

3.2.3 Availability of demonstrable tie ups with the vendors.

3.2.4 Demonstrable evidence of technology availability (IPR or other sufficient evidence).

3.3 In cases where no Indian technology is available, a foreign technology supplier committing to transfer technology, including training and handholding to an Indian CPSE (including the procuring entity), within three years, shall be considered as deemed Class-I supplier irrespective of percentage of Domestic Value Addition. In this case, purchase preference shall be given to the foreign technology supplier as defined in DPIIT's Public Procurement (Preference to Make in India) Order amended from time to time.

4) **Implementation Oversight:**
The Standing Committee constituted by Ministry of Steel shall monitor implementation, resolve disputes, and update the eligibility and incentive criteria periodically.

Form-1

Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)

*For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.

I, _____, Resident of _____, being the authorised signatory of M/s _____,

do hereby solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No. _____ dated _____. I agree to abide by all terms and conditions of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/capital good(s):

Name of product(s): _____

HS Code(s): _____

Appendix classification: Appendix-A / Appendix-B (select as applicable)

Procuring agency: _____

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition

I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically:

The steel was melted and poured in India.

The first solid shape (slab/billet/ingot/other) was produced at the following location(s):

Steelmaking facility: _____Location: _____ Heat numbers; Batch details: _____

I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency.

(If not applicable, write "Not Applicable".)

4. Domestic Value Addition - Applicable for Appendix-A DVA items and Appendix-B capital goods:

I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____ %. The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

4A. For Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory auditor / cost auditor / chartered accountant is enclosed herewith, confirming the DVA of the capital good package in accordance with the policy.

(If Appendix-A item only, strike this clause out.)

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination.

If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.

6. I undertake to maintain the relevant records, and make them available to any statutory authority.

7. Declaration: I do hereby declare that the statements made above are true to the best of my knowledge and belief. I understand that any misrepresentation shall attract penalties under the DMI&SP Policy, applicable laws, and tender conditions.

For and on behalf of

(Place & Date)

M/s _____

(Authorised Signatory)

[F. No. 8(2)/2023-ID-I]

ABHIJIT NARENDRA, Jt. Secy.

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SARVESH KUMAR SRIVASTAVA Digitally signed by SARVESH KUMAR SRIVASTAVA Date: 2025.12.18 23:38:47 +05'30'

APPENDIX-V TO ITB

SHARING OF LAND BORDER WITH INDIA

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.

[*The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT*]

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 :

RFQ No. :

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 :

Date :

Signature of Authorized Signatory :

Name of Signatory :

Designation :

Seal of the Company :

APPENDIX-VI TO ITB

PROFORMA FOR BANK GUARANTEE

BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

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 anywise 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 anywise 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) Not withstanding 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.

******

BANK GUARANTEE FOR INDIGENOUS PURCHASE (WARRANTY/GUARANTEE)

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

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 INDIGENOUS PURCHASE (WARRANTY/GUARANTEE)

This deed of Guarantee made this …….day of …… ……by …….. Bank registered under …… and having its registered office at …….. and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at 122A, G.S. Road, Christanbasti Guwahati-781 005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

WHEREAS

1. The Company has placed an Order No. . . ……. Dated …… (hereinafter referred to as "the order") with M/s …… a company registered under Indian

Companies Act 1956 having its registered office at …… …….. And whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier".

2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs. …….., being the amount equivalent to … …… percentage of the total value of the order for fulfilling the contract.

3. The Surety at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of …… from the date of commissioning/installation OR from the date of delivery.

4. The Surety binds himself to pay to the extent of Rs. …….. in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.

5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. ……. (Rupees …… only) and it will remain in force till ……. 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). However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfill the contract.

6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereupto …… (the day).

******

BANK GUARANTEE FOR IMPORTED PURCHASE (WARRANTY/GUARANTEE)

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

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 IMPORTED PURCHASE (WARRANTY/GUARANTEE)

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S. Road, Christianbasti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s (Name)..... Constitution..... (address)..... (hereinafter referred to as "The Supplier" 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 No. ..... dtd. ..... and the General Purchase Conditions of the Company and upon the conditions of supplier's furnishing for the performance of supplier's obligations and/or discharge of supplier's liability under and/or in connection with the said supply contract up to a sum of (in figures) ..... (in words) .....(only) amounting to …….. % (…….percent) of the total 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 anywise payable by the Supplier to the Company under, in respect or in connection with the said supply contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise 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 Supplier arising upto and 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 Supplier's obligations/liabilities under and/or in connection with the said supply 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 Supplier's obligations and/or liabilities under or in connection with the said supply contract, and to vary the terms vis-a -vis the supplier of the said supply contract or to grant time and or indulgence to the supplier 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 supplier under the said supply contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the supplier 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 supplier 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 supplier (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the supplier or any other order of communication whatsoever by the supplier 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 supplier 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.

v) Not withstanding 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.

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BANK GUARANTEE FOR SECURITY DEPOSIT

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

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.

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PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

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

To

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

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BANK GUARANTEE AGAINST MILESTONE PAYMENT

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

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.

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PROFORMAA FOR GUARANTEE AGAINST MILESTONE PAYMENT

(TO BE EXECUTED ON NON-JUDICAL STAMP PAPER OF APPROPRIATE VALUE)

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

Subject: Bank Guarantee for [insert purpose]

WHEREAS

A. [insert *name of the Contractor)* ("Contractor") and the Numaligarh Refinery Ltd. ("NRL") have entered into a Contract Agreement dated *(insert date of Contract Agreement)* ("Agreement"), whereby NRL has authorized the Contractor to execute the Works related to [insert package name].

B. NRL has agreed to release [insert %] of the Contract Price to the Contractor, inter-alia, a sum of Rs._ (Rupees only) (" Milestone Payment"), upon the condition, *inter* a/la, that the Milestone Payment shall without prejudice to any other mode of recovery available to NRL be recoverable by NRL by deduction from the gross accepted amount of any Running Account Bills and the Final Bill of the Contractor commencing from the first Running Account Bill of the Contractor, and meanwhile, the Milestone Payment shall be secured by way of guarantee from a Bank (as defined hereinafter).

C. We (name of the bank) having our registered office at ..... and one of itsbranches at (hereinafter referred to as the "Bank"), at the request of the Contractor, do hereby in terms of the Agreement, irrevocably, unconditionally and without reservation guarantee ("Guarantee") the due and faithful fulfilment and compliance of the terms and conditions of the Agreement by the Contractor and unconditionally and irrevocably undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest or proof or satisfaction or condition and without reference to the Contractor, an amount of Rs. |insert amount} ("Guarantee Amount").

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

1. The Bank hereby unconditionally and irrevocably guarantees and undertake to pay to NRL upon occurrence of any failure or default in the due and faithful performance of all or any of the Contractor's obligations or otherwise, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as NRL shall claim, without NRL being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from NRL, that there is an amount due and outstanding from the Contractor, or the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that NRL shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations under the Agreement and its decision in this regard shall be final and binding on the Bank, notwithstanding any differences between NRL and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, NRL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for NRL to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. NRL has the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by NRL against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to NRL, and the Bank shall not be released from its liability and obligation 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 Contractor or any other forbearance, indulgence, act or omission on the part of NRL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liabilities and obligations under this Guarantee, and the Bank hereby waives all of its rights under any such law.

6. NRL's right to recover the Guarantee Amount from the Bank will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute or disputes are pending before any officer tribunal or court.

7. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank, NRL or the Contractor.

8. This Guarantee shall be a primary obligation of the Bank and accordingly NRL shall have first and primary recourse to the Bank and shall not be obliged, before enforcing this Guarantee, to take any action in any court or arbitral proceedings against |*insert name of the Bidder),* to make any claim against or issue any notice or demand on *[insert name of the Bidder} or* to exercise, levy or enforce any distress, diligence or other process against *insert name of the Bidders.*

9. Our liability under this Guarantee is restricted to the Guarantee Amount. Our guarantee shall remain in force and be valid until We are liable to pay the Guarantee Amount or any part thereof if you serve upon us a written claim under this Guarantee within 06 (six) months from ……..…… (which is the claim period) after which all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of NRL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course through post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of NRL that the envelope was so posted shall be conclusive.

Notwithstanding anything contained hereinabove:

(a) the Bank's liability under this Guarantee is restricted to INR [insert];
(b) this Guarantee shall remain in force until [insert];
(c) this Guarantee shall have additional claim period of 06 (six) months thereafter; and
(d) the Bank is liable to pay the Guarantee Amount or any part thereof under this Guarantee only if NRL serves upon the Bank a written claim or demand upon the Bank or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [Date] day of [Month], [Year] at [Place]

SIGNED, SEALED AND DELIVERED For and on behalf of the BANK by:

(Signature) (Name)

(Designation)

(Code Number)

(Address)

NOTES:

(a) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

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BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

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.

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Proforma for 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,
Pankagrant, 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 of …….is 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 amount……..without 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 this……Day of…….20……at……

WITNESS:
(SIGNATURE NAME)

(OFFICIAL ADDRESS)

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

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FORMAT FOR CORPORATE GUARANTEE

This Corporate Guarantee made on this ____ day of_____month_____year by M/s _____(Parent Company/Group Company/affiliate), a Company organized and existing under the laws of_____and having its registered office at _____(hereinafter referred to as the "Guarantor" which expression shall unless repugnant to the subject or context deemed to include their successors and assignees) at the request and/or behest of_____, a Company organized and existing under the laws of_____having its registered office at_____(hereinafter referred to as "Bidder"), in favour of Engineers India Ltd/_____(insert name of client), a Public Company organized under the laws of India having its Registered office at _____(hereinafter referred to as "Beneficiary").

Whereas:

The Beneficiary floated a public tender dated_____no._____for _____(Purpose).The Bidder has submitted its quotation dated _____and has represented to the Beneficiary that the Bidder is the wholly owned subsidiary/Group Company/affiliate of the Guarantor and that the Bidder has access to and the Guarantor shall make available necessary financial and technical support as required by the Bidder for successful execution of the contract, if awarded to the Bidder, for the Purpose. Accordingly, the Guarantor is ready and willing to give this Corporate Guarantee on the terms and conditions hereinafter contained.

We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary, the performance by the Bidder of its obligations under the terms and conditions of the tender and the contract, upon the contract being awarded to them. The Guarantor shall execute such other deeds and documents as may be desired by the Beneficiary in this regard.

2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidder all financial, technical support and expertise, expert manpower and procurement assistance and project management and other resources required to ensure that the Bidder can carry out its obligations as per the tender terms and conditions and that the Bidder at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.

3. The Guarantor hereby agrees that if the Bidder shall in any respect commit any breach or fails to fulfill any of the terms of the contract/tender or complete it in all respects or if there is a failure to make any supplies or if any material, equipment or machinery under the contract so supplied is not of the required specifications or does not perform as envisaged under the contract, then the Guarantor undertakes to forthwith perform the same and fulfill all the obligations required under tender/contract terms & conditions (including payment of any liquidated damages) on behalf of the Bidder without any extra cost and time implications. The decision of the Beneficiary with respect to breach/failure by the Bidder shall be final and binding on the Guarantor.

4. The Guarantor further undertakes to indemnify and keep harmless the Beneficiary against all losses, damages, expenses, claims, costs (including legal costs and attorney fees) which may be suffered or incurred or threatened to be suffered or incurred by the Beneficiary due to the failure or breach on the part of the Bidder under the contract and/or the Guarantor under this Guarantee.

5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Bidder shall continue to be the wholly owned subsidiary/affiliate/group company of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Bidder or the Guarantor.

6. The Guarantor's liabilities under this Guarantee shall not exceed the maximum limit liability (if any) of the Bidder under the tender/contract terms and conditions.

7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall be independent of any other security given under the contract and remain in full force until all the obligations of the Bidder under the tender/contract have been fully performed and discharged and/or all sums of money payable to Beneficiary have been fully paid.

8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by:-

   a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidder or the Guarantor.

   b) Any amendment to the contract (including any extension of time) or any waiver granted to the Bidder.

   c) The dissolution, amalgamation, reconstruction or reorganization of the Bidder or the Guarantor.

9. NOTICE:

   Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below and shall be deemed to be validly served after two days from the date thereof:-

   For Guarantor
   Attention of
   Mailing Address
   Email Address
   Fax No.

   For Beneficiary
   Attention of
   Mailing Address
   Email Address
   Fax No.

10. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.

11. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.

12. The Guarantor confirms that it has all the necessary powers and corporate authority to issue this Guarantee in favour of the Beneficiary and this Guarantee constitutes a valid legal and enforceable document under the law to which it is subject. The undersigned has full power to issue this Guarantee under the power of Attorney /Resolution of Board of Directors Dated---------- granted to him by the Guarantor.

13. GOVERNING LAW AND JURISDICTION: This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient.

14. DISPUTE RESOLUTION: Any dispute arising out of or in relation to this Guarantee shall be resolved by arbitration as per the provision set out in the tender document.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,

_____

(Signature)Name :
Corporate Seal / Designation :
Date:

Witness
Signature :

PROFORMA FOR SURETY BOND FOR BID SECURITY / EARNEST MONEY DEPOSIT

(***To be executed on non-judicial stamp paper of appropriate value***)

Ref…… Surety Bond No…….

To,

Chief General Manager (Commercial)
Numaligarh Refinery Limited,
Pankagrant, 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 agreed to receive the Bid of [***insert name of the Bidder***] having its registered office at [***insert address of the Bidder***] (hereinafter referred to as the "**Bidder**" 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 Tender Name***] pursuant to Bidding Documents bearing Reference Number [***insert Tender number***] (hereinafter collectively referred to as "**Bidding Documents**"), we [***insert name of the insurer***] having our registered office at [***insert registered address of the insurer***] and one of its branches at [***insert relevant branch address of the insurer***] (hereinafter referred to as the "**Surety Insurer**" which expression shall include its successors and assigns), at the request of the Bidder, do hereby in terms of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest or proof or satisfaction or condition and without reference to the Bidder, an amount of Rs. [***insert amount***] (hereinafter referred to as the "**Surety Bond**") as and by way of [Bid Security/ EMD] as our primary obligation if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

1. This Surety Bond shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the NRL on the Surety Insurer until the NRL discharges this Surety Bond subject, however, that the NRL shall have no claims under this Surety Bond after [***insert time and date including at least eight months from the final bid submission date, plus three months' claim period***] or any written extension(s) thereof.

2. In order to give full effect to this Surety Bond, NRL shall be entitled to treat the Surety Insurer as the principal debtor. NRL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acknowledgement of Letter of Acceptance by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NRL, and the Surety Insurer 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 Bidder or any other forbearance, act or omission on the part of NRL or any indulgence by NRL to the said Bidder 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 sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

3. It shall not be necessary for the NRL to proceed against the Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Bidder to the NRL and notwithstanding that any such security shall at the time when claim is made against the Surety Insurer or proceedings taken against the Surety Insurer hereunder, be outstanding or unrealized.

4. The amount stated by the NRL in any demand, claim or notice made with reference to this Surety Bond shall as between the Surety Insurer and the NRL for the purpose of this Surety Bond be final, conclusive and binding of the amount payable by the Surety Insurer to the NRL hereunder.

5. The liability of the Surety Insurer to the NRL under this Surety Bond shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Bidder and the NRL, the Bidder and the Surety Insurer and/or the Surety Insurer and the NRL or otherwise howsoever related to this Surety Bond or the liability of the Bidder to the NRL, and notwithstanding the existence of any instructions or purported instructions by the Bidder or any other person to the Surety Insurer not to pay or for any cause withhold or defer payment to the NRL under this Surety Bond, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Surety Insurer shall be and remain liable to make payment to the NRL in terms thereof.

6. We, the Surety Insurer, further agree that NRL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of NRL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

7. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or any change in the legal constitution of the Surety Insurer or the NRL.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail or via email to the Surety Insurer 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 Surety Insurer *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 Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of NRL in writing.

11. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

12. This Surety Bond issued by the us is in full compliance with applicable laws including the guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI), as amended from time to time.

13. This Surety Bond is for the benefit of NRL and its successors and assigns. This Surety Bond is binding not only on the Surety Insurer, but also on the Surety Insurer's successors and permitted assigns. The Surety Insurer 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 contained herein: (i) The Surety Insurer's liability under this Surety Bond shall not exceed [***insert amount of Bid Security/ EMD***]; (ii) This Surety Bond shall remain in force until [***insert***]; (iii) this Surety Bond shall have additional claim period of [***three***] months thereafter; and (iv) the Surety Insurer is liable to pay the Surety Bond amount or any part thereof under this Surety Bond only if NRL serves upon the Surety Insurer a written claim or demand upon the Surety Insurer 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 Surety Insurer 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.

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,

Pankagrant, 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.

APPENDIX-VI-A TO ITB

BIDDER SIDE MANUAL (FOR ONLINE EMD SUBMISSION)

Instructions for ONLINE EMD submission through the portal of HDFC Bank

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

a) User Manual for Bidders is available in NRL Website under https://www.nrl.co.in → Tenders → Tender Manual → EMD Online Deposit Manual (HDFC Bank Payment Portal)

b) Visit HDFC Bank Payment Portal URL: https://nrl.procure247.com
c) Click on 'Bidder Registration'
d) Bidder Registration Screen shall appear – Fill the mandatory details required and complete the process.
e) On successful submission of details in bidder registration form, bidder will get the system generated link to verify his/her email id and login to the website. Without verifying email id bidder may not be able to login to the system.
f) After successful email verification – please login with your user id and password
g) Bidder will receive system generate One Time Password (OTP) on their registered mobile number. In case not receiving of OTP please click Regenerate OTP and login.
h) After login Screen bidder can search the tenders and proceed for EMD payment.
i) Bidders' have to click on Payment Dashboard option available under Action tab
j) Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.
k) Smart Hub – Bidders' can select the online payment and click on Pay to proceed further.
l) After click on Pay – Bidder will get an option for Cards and Net Banking. Bidders can select their preference and proceed further for the payment.
m) On successful payment bidder will receive system generated message on screen stating "EMD paid successfully"
n) Bidders' can also download the Payment receipt from Payment Dashboard.
o) Downloaded payment receipt – Bidders' can easily print the receipt and use it for their bidding purpose.
p) Since the HDFC Bank payment gateway is not under the CPPP/GeM, so the payment mode is mentioned as offline (BG) in the CPP portal and Advisory Bank: HDFC Bank in GeM portal. In case of CPPP tenders, bidder has to make a dummy entry in the EMD fields of CPPP by putting 'Transaction ID' (HDFC Bank payment receipt) as instrument no., payment date as issue date, any date as expiry date, and bank name as issuer details. Please upload the EMD payment receipt along with technical bid.
q) For any technical help, the bidders can contact HDFC Bank executive Mr. Tapan Desai at Mobile No: 8866287104 and email: tapan@tender247.com.

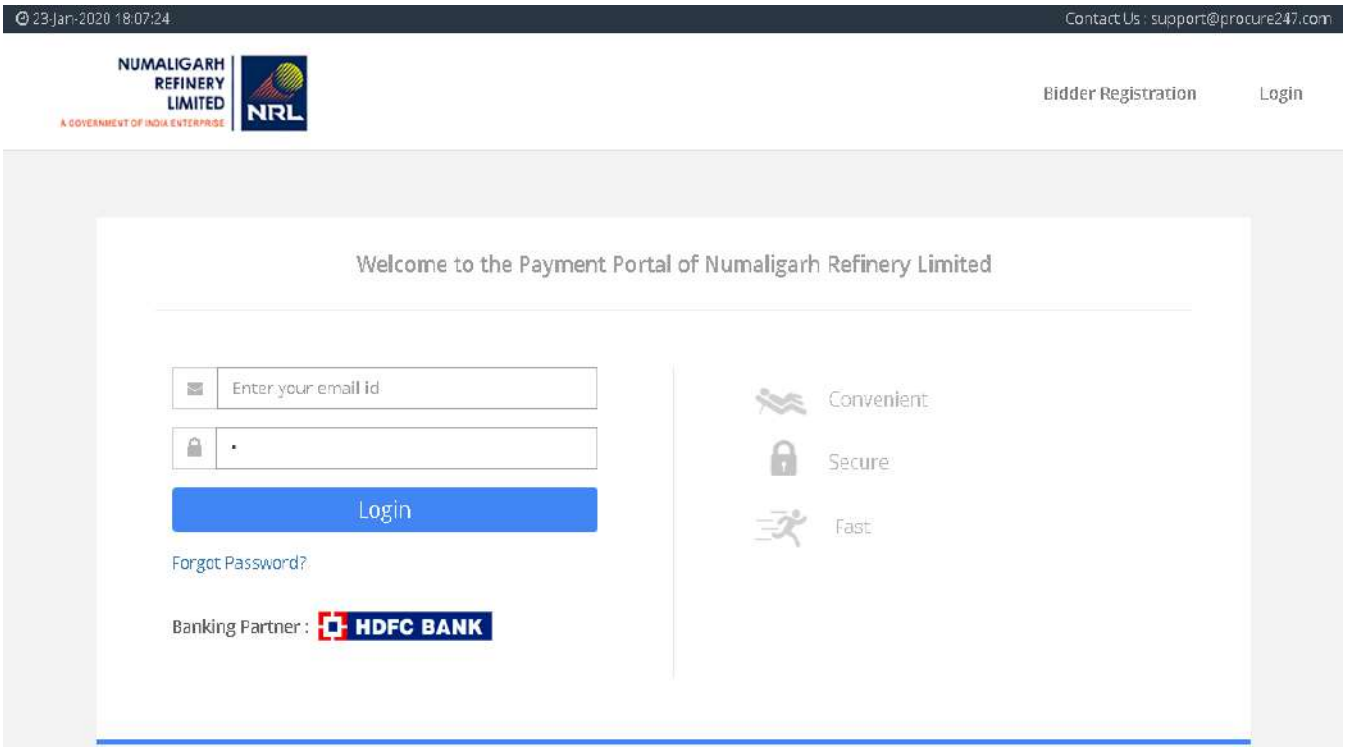
A receipt will be generated after successful payment. Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

MSE bidders are required to submit valid MSE registration certificate as explained in Annexure-X instead of the EMD deposit receipt.

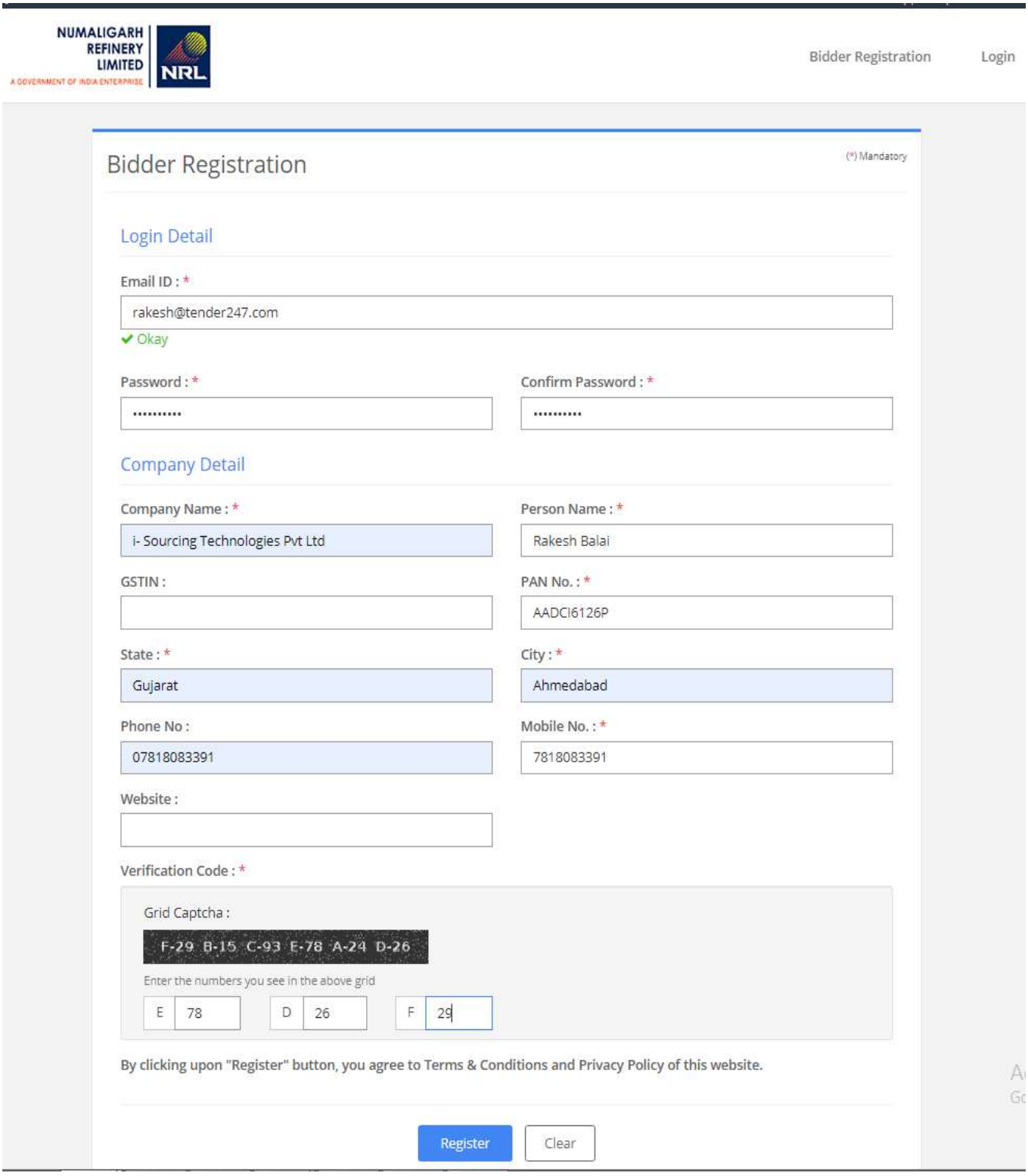
Bidder Side Manual

Numaligarh Refinery Limited

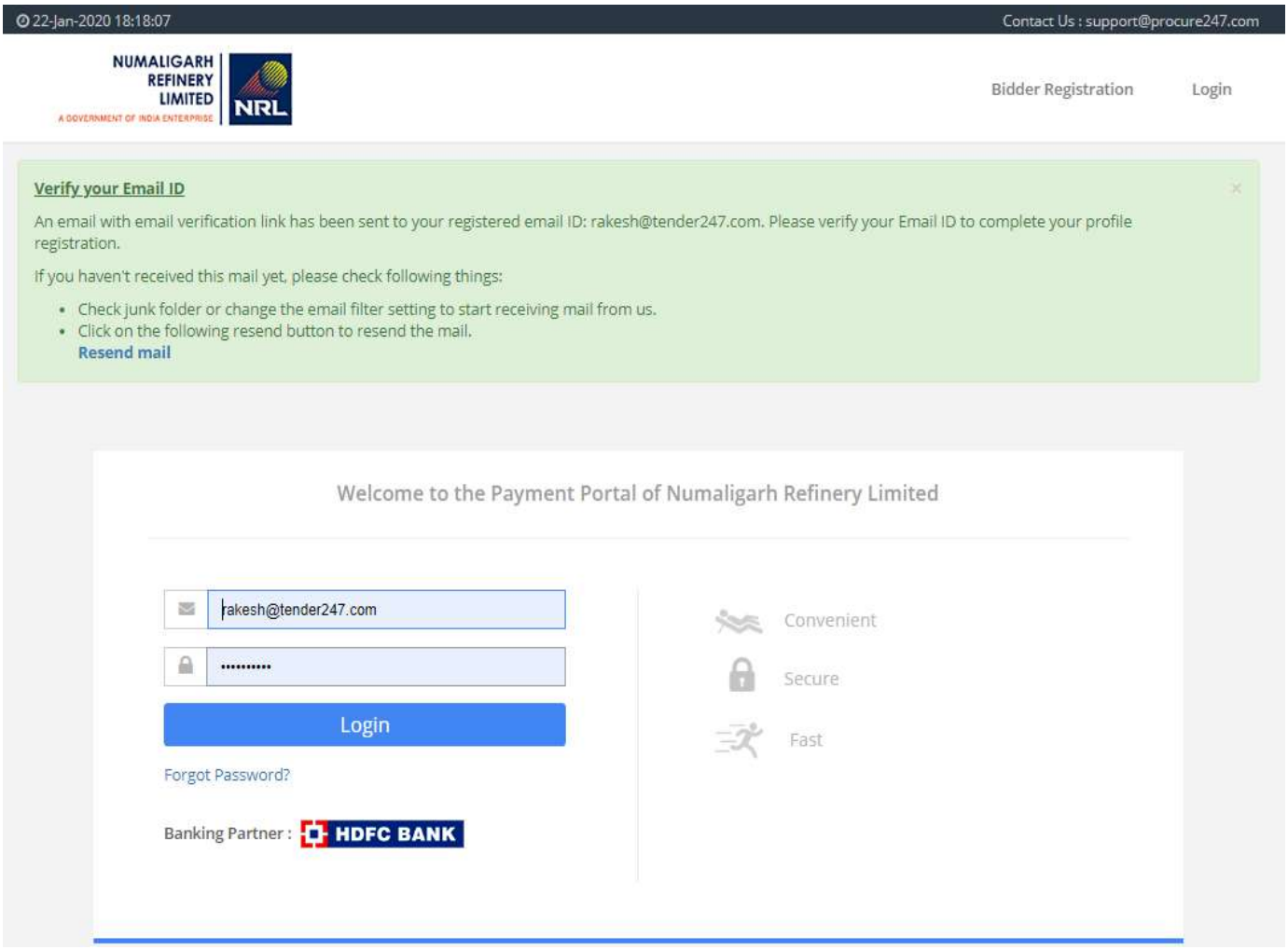
URL: https://nrl.procure247.com/TenderPay



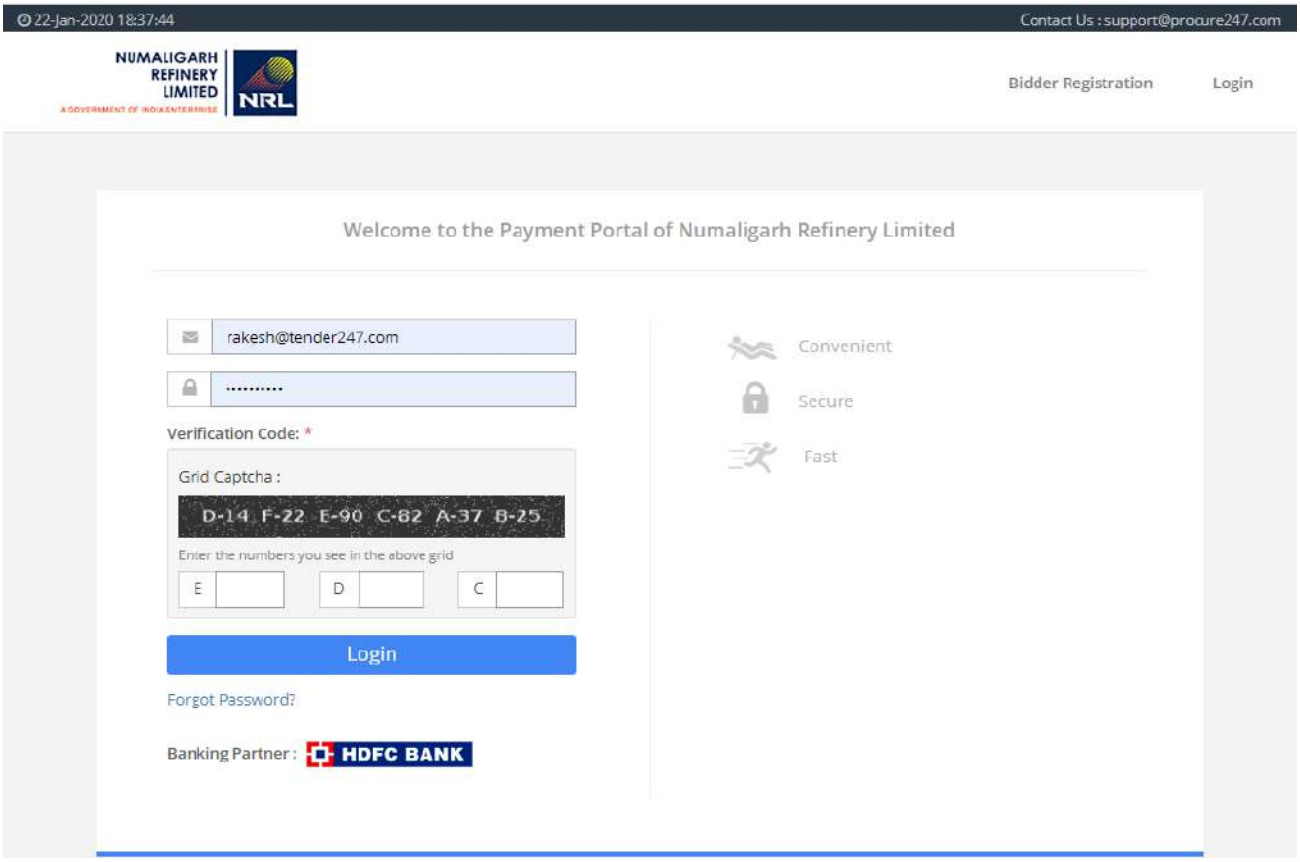
Bidder Registration Screen – Fill the mandatory details required and complete the process.



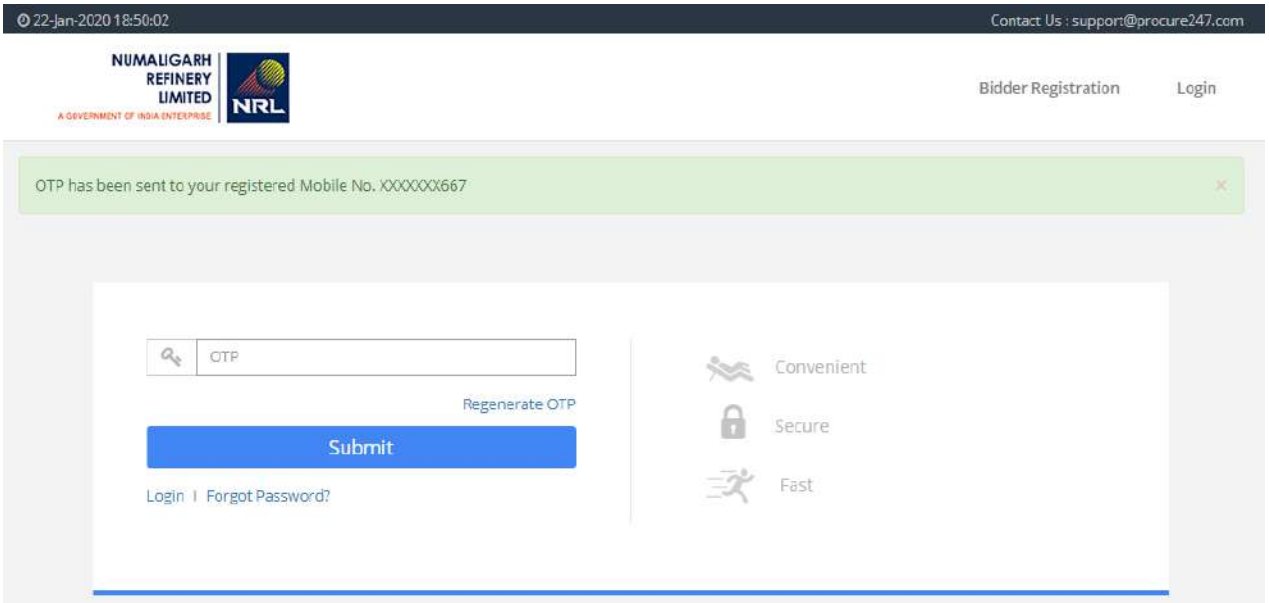
On successful submission of details in bidder registration form, bidder will get the system generated link to verify his/her email id and login to the website. Without verifying email id bidder may not be able to login to the system.



After successful email verification – please login with your user id and password

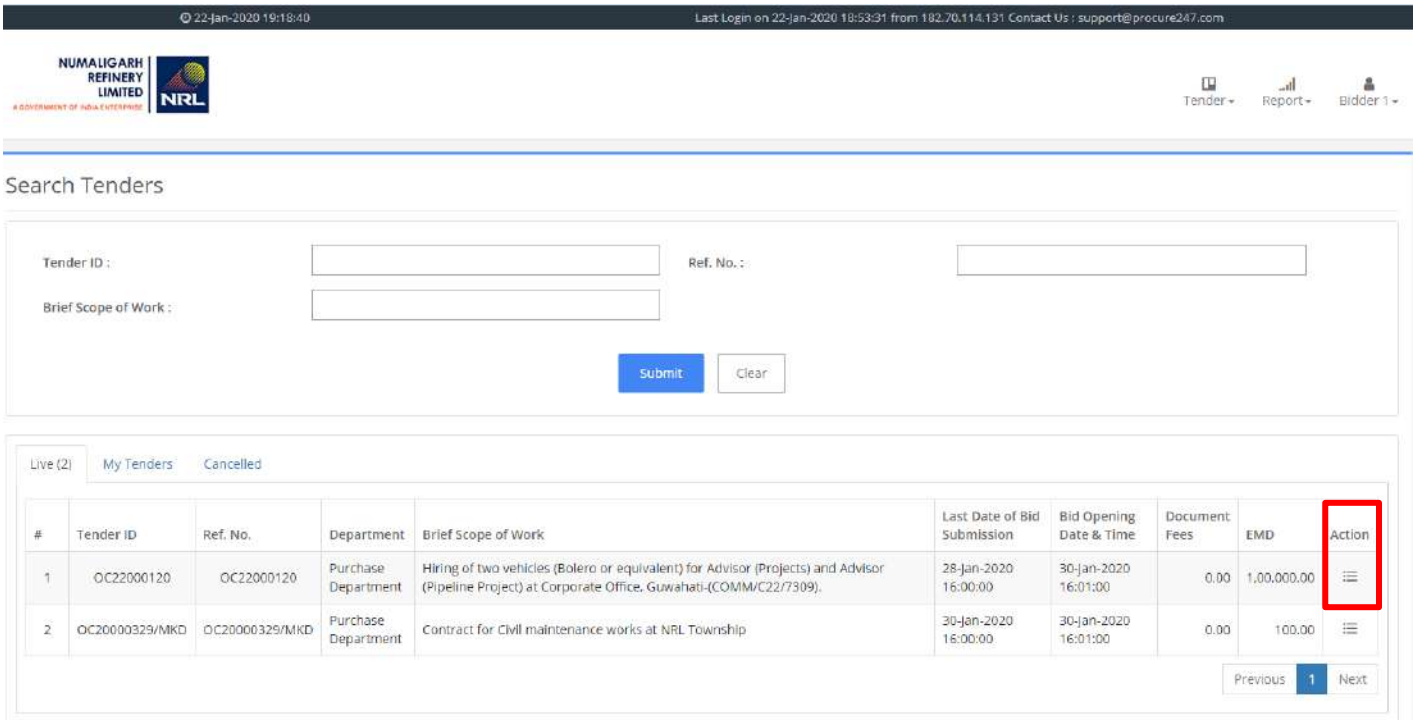


Bidder will receive system generate One Time Password (OTP) on their registered mobile number.
In case not receiving of OTP please click Regenerate OTP and login.



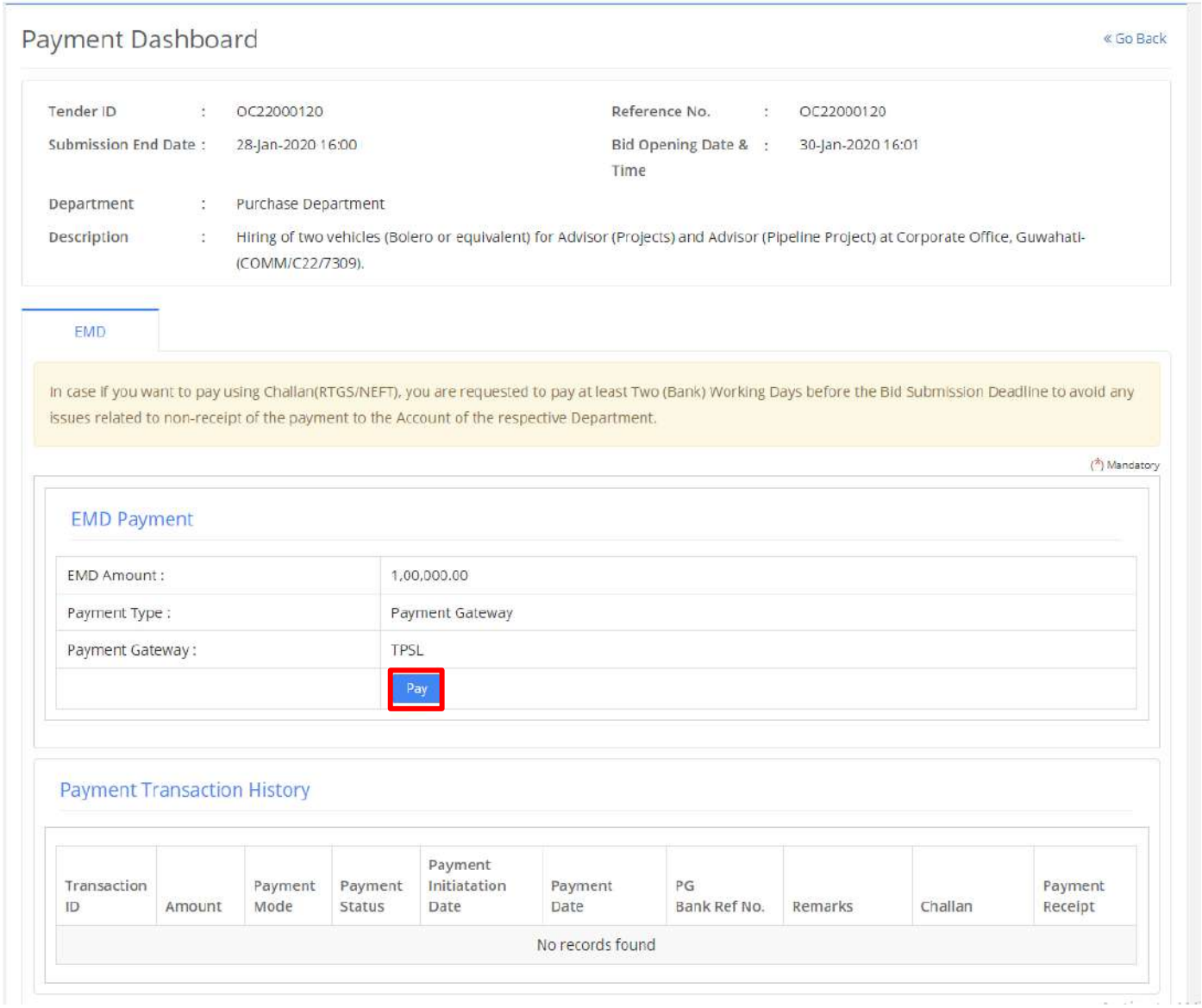
After login Screen to the bidder

Bidder can search the tenders and proceed for EMD payment.

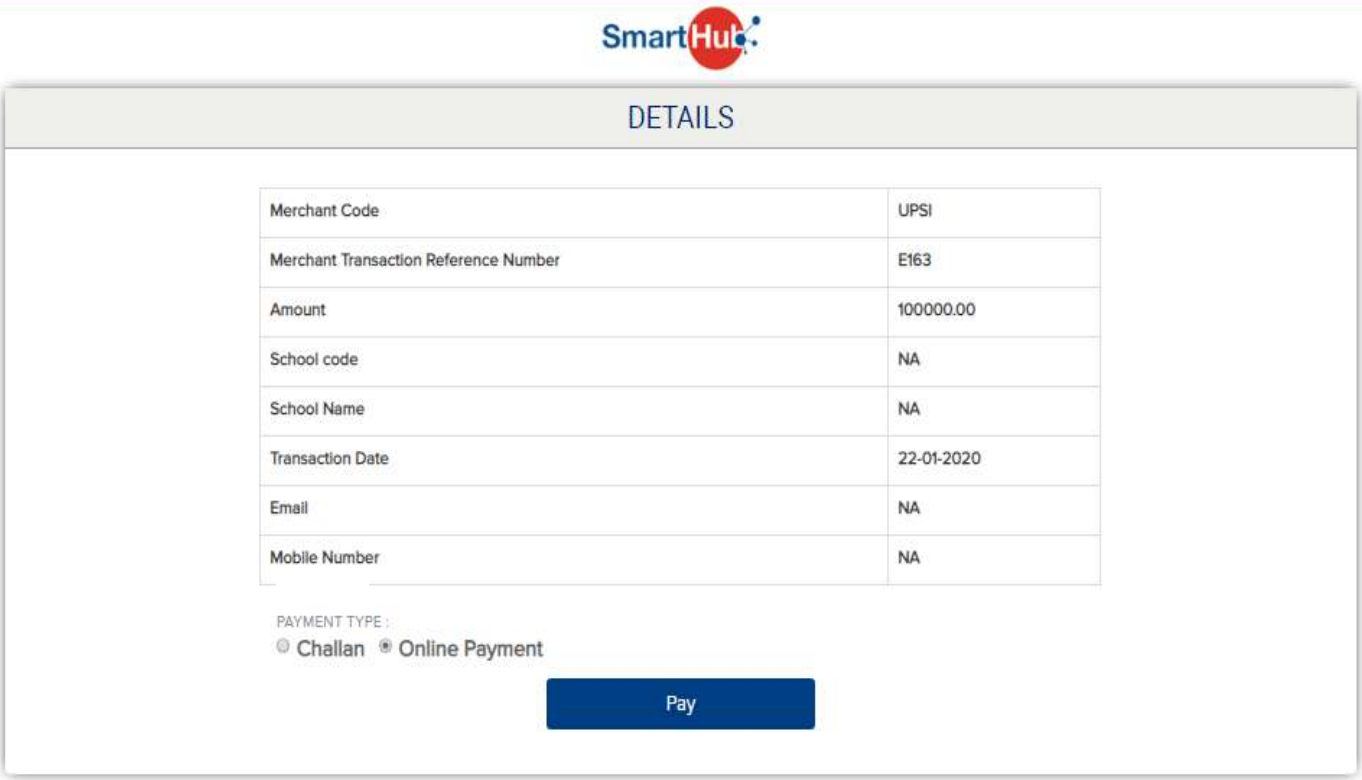


Bidders' have to click on Payment Dashboard option available under Action tab – which can be seen in above screen.

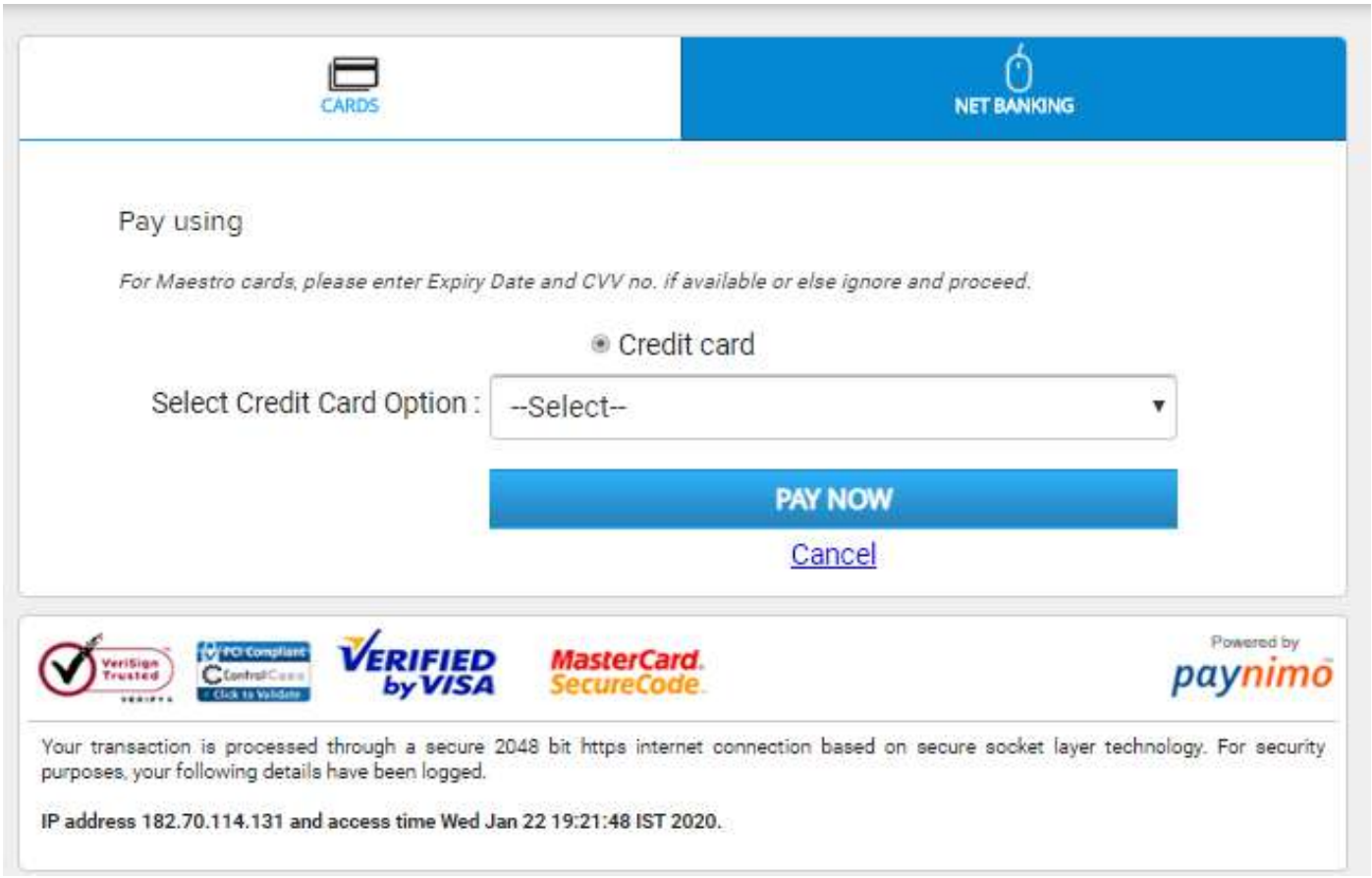
Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.



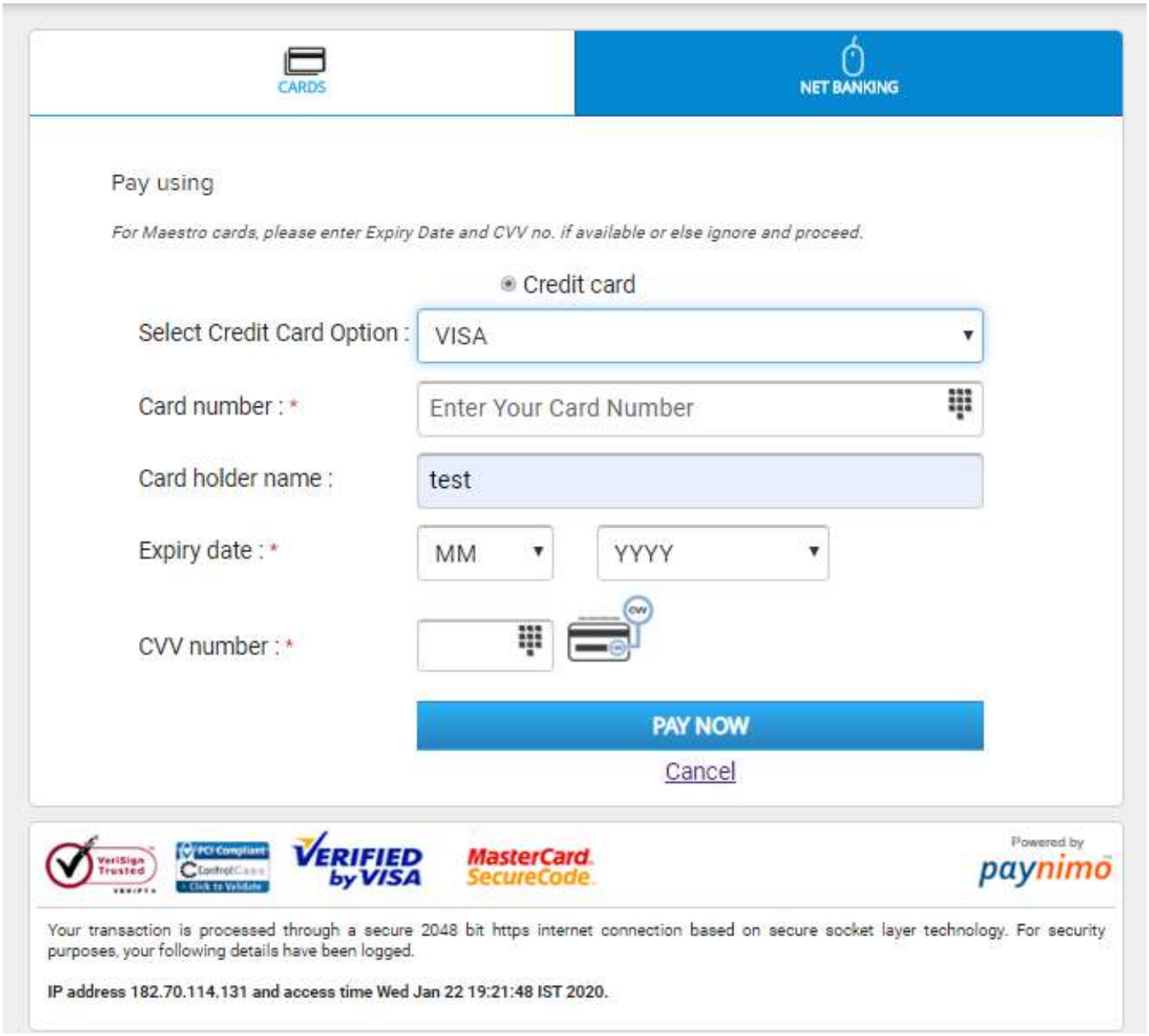
Smart Hub – Bidders' can select the online payment and click on Pay to proceed further.



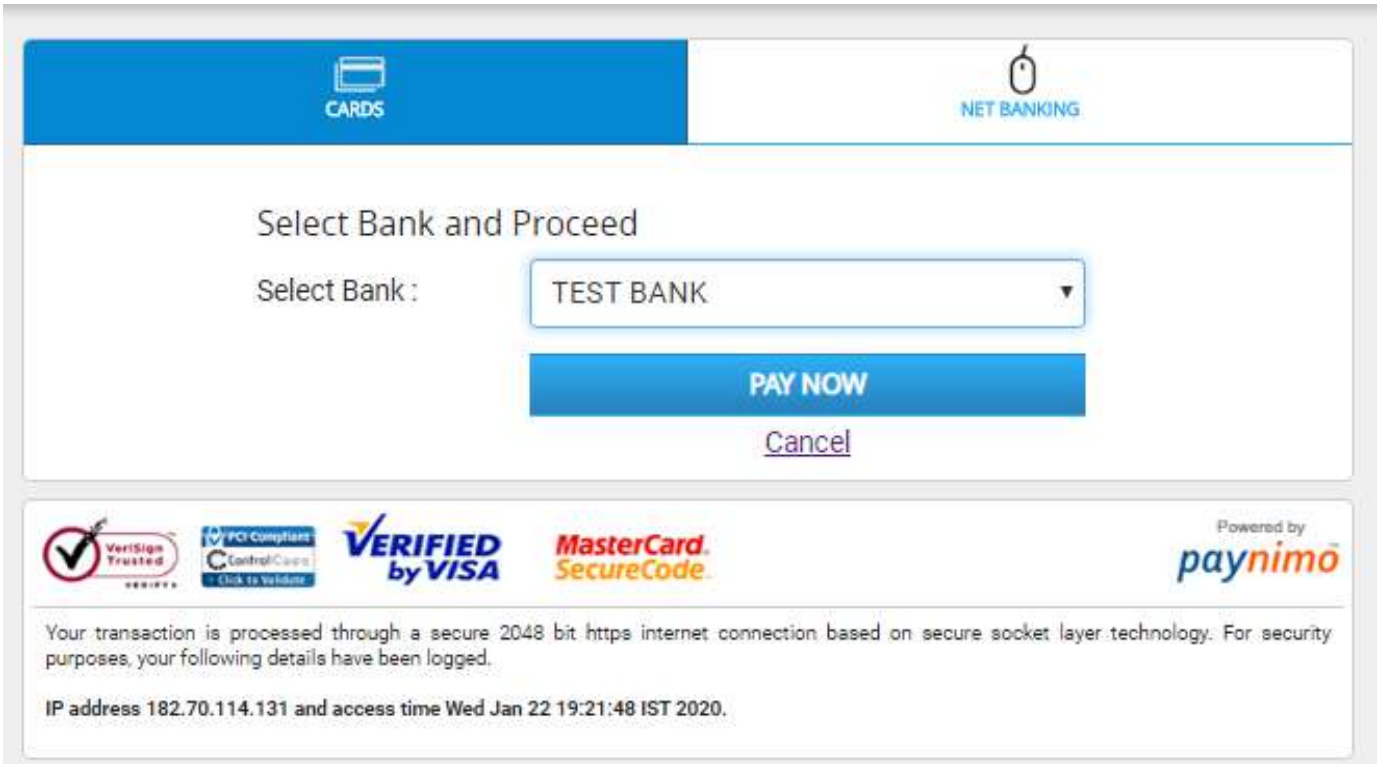
After click on Pay – Bidder will get an option for Cards and Net Banking. Bidders can select their preference and proceed further for the payment.



Payment through cards.



Payment through Net Banking – Bidders can select their Bank from available options and click to Pay Now.

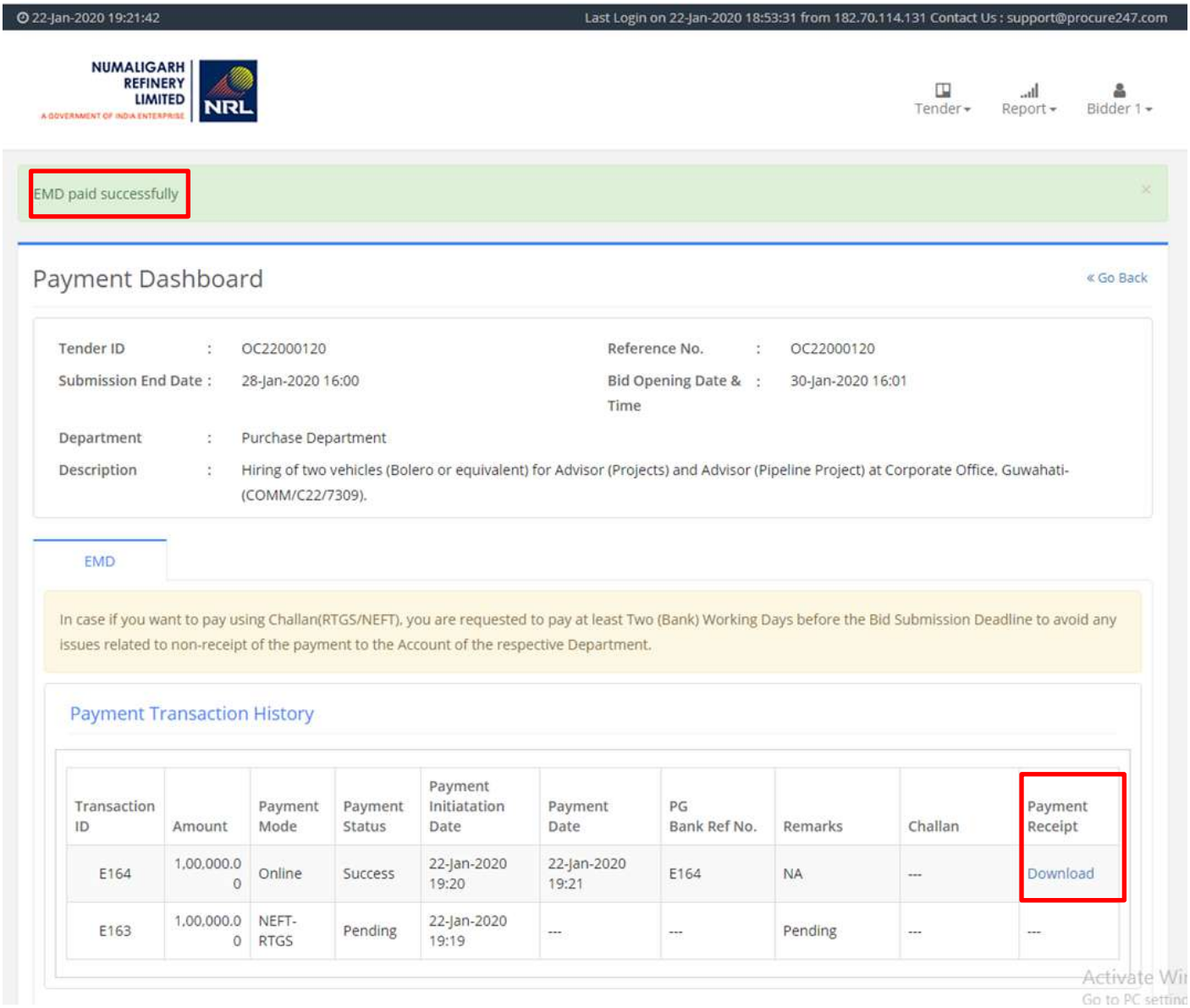


After selecting of Bank – Bidders need to enter their customer ID and Password and click to submit to process payment.

Payment Confirmation page – after entering customer id and password, bidders can view the amount they would like to pay and click submit to proceed further.

On successful payment bidder will receive system generated message on screen stating “EMD paid successfully” and the same is highlighted in below mentioned screen.

Bidders’ can also download the Payment receipt from this page which is also highlighted in below mentioned screen.



Downloaded payment receipt – Bidders' can easily print the receipt and use it for their bidding purpose.

Procure24x7

Payment Receipt

Transaction ID:	E164
Tender ID:	OC22000120
Reference No.:	OC22000120
Organisation:	Numaligarh Refinery Limited
Department:	Purchase Department
Brief Scope of Work:	Hiring of two vehicles (Bolero or equivalent) for Advisor (Projects) and Advisor (Pipeline Project) at Corporate Office, Guwahati-(COMM/C22/7309).
Company name:	Bidder 1 Pvt Ltd
Bid Submission End Date:	28-Jan-2020 16:00
PG Bank Ref No.:	E164
Payment Mode:	Online
Payment For:	EMD Payment
EMD Fees:	100,000.00/-
Payment Date & Time:	22-Jan-2020 19:21
Payment Status:	Successful

Instructions to Bidders for e-Tendering

[APPENDIX-VII TO INSTRUCTIONS TO BIDDER]

1.0 INSTRUCTIONS TO BIDDERS FOR E-TENDERING

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: http://eprocure.gov.in) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Resources Required", "Bidders Manual Kit" etc. are available on home page of http://eprocure.gov.in/eprocure/app facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration in CPPP, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

2.0 REGISTRATION

2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.

2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (http://tenders.eil.co.in) . These details would be used for any communication from the CPP Portal.

2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

2.5 Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at https://eprocure.gov.in/eprocure/app and the remaining part is same as above and below.

2.6 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

2.7 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3.0 SEARCHING FOR TENDER DOCUMENTS

3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

3.2 Once the bidders have selected the tenders they are interested in, the same can be moved to the respective „My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4.0 PREPARATION OF BIDS

4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

4.3 To avoid Network congestion, Bidder is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, bidder may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space ("My Documents") provided to the bidder as per s.no 5 below.

4.4 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded by EIL in their Bidding Document.

4.5 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.0 SUBMISSION OF BIDS

5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

5.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, within the final bid due date & time. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5.5 A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

5.6 The server time (which is displayed on the bidders‟ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.0 RETENDER

6.1 Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.

7.0 WITHDRAWAL OF BID

7.1 It may please be noted that bidders now have an additional feature of withdrawing their bids before due date and time. After submitting the bid on the CPP Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won‟t be able to submit his bid again for that particular tender.

8.0 ASSISTANCE TO BIDDERS

8.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the

relevant contact person indicated in the tender.

8.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

APPENDIX-VIII TO ITB

COMMERCIAL LOADING OF OFFERS IN CASE OF DEVIATIONS

NOT APPLICABLE

APPENDIX-IX TO ITB

NRL'S POLICY FOR HOLIDAY LISTING/ BANNING/ DEBARRING OF CONTRACTORS/ SUPPLIERS

Numaligarh Refinery Limited

Commercial Department

[Revised policy effective from 26.05.2025]

Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers

Introduction:

Agencies engaged in the course of various contracts for goods, works and services are expected to adopt ethics of the highest standard and maintain a very high degree of integrity, transparency, commitments and sincerity towards the contracts undertaken. However, on occasions the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of NRL to deal with agencies who commit negligence, deception, fraud or other misconduct in the tendering and execution process. To deal with such situations, this policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers has been formulated as below.

NRL had adopted holiday listing policy since inception. Last update of the policy was undertaken on 07.11.2022. The present revision is being undertaken taking cognizance of practice followed by peer industries.

Revised Policy for holiday listing/ banning/ debarring of contractors/ suppliers shall be applicable to all tenders floated by NRL w.e.f. the date of this policy including tenders floated through GeM portal. However, the application of this policy in GeM tenders shall be in conjunction with the latest Incident Management Policy of GeM (i.e., suspension/debarment by GeM will automatically debar such bidder from the tender process, without requiring further debarment proceedings by NRL).

Cases wherein a show cause notice has been served under NRL's policy for holiday listing/ banning/ debarring of contractors/ suppliers, policy prevailing on the date of issue of the show-cause notice, shall be applicable.

For updated holiday listing policy, the NRL website www.nrl.co.in shall be referred. [www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy]

1. Definitions:

In these Guidelines, unless the context otherwise requires

(i) The terms "Holiday listing", "Banning of firm", "Suspension", "Black-Listing", "Debarment" etc. shall convey the same meaning, i.e., debarment from participating / consideration in any procurement process undertaken by NRL. This definition shall have an overriding effect on any other definition of any of the afore-mentioned terms / phrases in any other policy / document of NRL issued prior to this policy.

(ii) Agency: A "Party/ Contractor/ Supplier/ Vendor/ Consultant/ Bidder/ Licensor/ NRL approved Sub-Vendor, Sub-Contractor, Sub-Consultant" referred to by whatsoever name in any contract, in the context of this Policy shall mean an 'Agency' and shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a Firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

Firm: The term 'Firm' or 'Bidder" has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family, a limited liability partnership, joint venture, consortium and an association or body of persons, whether incorporated or not, engaged in trade or business.

Allied firm: All concerns which come within the sphere of effective influence of a debarred Firm shall be treated as Allied Firms. In determining this, the following factors may be taken into consideration:

a. Whether the management is common;
b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;

c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice;
d. Directly or indirectly controls, or is controlled by or is under common control with another bidder;
e. All successor firms will also be considered as allied firms.

(iii) Appellate Authority: "Appellate Authority" shall mean the Managing Director, NRL. The Appellate authority shall be higher than the "Competent Authority".

(iv) Competent Authority: ''Competent Authority" shall mean the authority, who is competent to take final decision for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers as per provision of DOA (Delegation of Authority).

(v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value done to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by an Agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.

(vii) Collusive Practice: "Collusive practice amongst bidders (prior to and/or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive NRL of the benefits of free and open competition.

(viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

(ix) Officer-in-Charge: "Officer-in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person(s) designated to act for and on behalf of NRL for the execution of the work as per requirement of the concerned department.

(x) Malpractice: Malpractice means any Corrupt Practice. Fraudulent Practice, Collusive Practice or Coercive practice as defined herein.

(xi) Mis-Conduct: "Mis-conduct' means any act or omission by an Agency, making it liable for action for Holiday Listing as per these guidelines.

(xii) Nodal Department: "Nodal Department" means the Department primarily assigned with the roIe of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom NRL has decided to ban business dealings and shall mean the Commercial Department.

2. Reasons for Holiday Listing:

An agency may be placed in Holiday List for any one or more of the following circumstances:

2.1 If the Agency, in the context of its dealings with NRL:

a) Has breached the Code of Integrity for Public Procurement (CIPP).
b) Has indulged in malpractices.
c) Has submitted fake, false or forged documents / certificates.
d) Has substituted materials in lieu of materials supplied by NRL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipment supplied by NRL.
e) Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules, safety norms, environmental norms or other 'statutory' requirements.

f) Has deliberately indulged in construction and erection of defective works or supply of defective materials.
g) Has not cleared previous dues to NRL if applicable.
h) Has committed breach of contract or has abandoned the contract.
i) Poor performance of the Agency in one or several contracts / Failing to meet planned schedule in contracts specified to be for Refinery Turn Around (RTA) or Emergency Shutdown or for Onsite/Offsite Emergency / Supply of sub-standard materials / substandard quality of works / Performance of the contractor declared as Unsatisfactory on the basis of NRL's "Contractors' Performance Evaluation Procedure".
j) Has not honoured the fax of award/ letter of award/ Contract/ Purchase Order/ after the same is issued by NRL or fails to provide the security as may be required for the performance of the contract within 30 days from LOA (unless further extended by NRL) or is found to have neglected / abandoned the Order / LOA.
k) Withdraws/ revises the bid upwards after becoming the L1 or successful bidder (downward revision by H1 in case of disposal).
l) Has parted with, leaked or provided confidential / proprietary information of NRL to any third party without the prior consent of NRL.
m) Bidder withdraws his quote after end of bid submission time & date (extended, where applicable).
n) GST registration/ account of the contractor is cancelled/ revoked/ seized by Government authority during the pendency of the contract.
o) If the Agency is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency.
p) Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

2.2 Communication by Administrative Ministry to NRL:

If a communication is received from the Administrative Ministry of NRL to ban an Agency from dealing with NRL, the Agency shall be automatically put on Holiday List for the time period specified therein and in case no time period is specified, for a period of One (1) year from the date of receipt of notice from the Administrative Ministry.

Holiday listing by other PSU/Government Departments shall not automatically extend to NRL unless the Administrative Ministry of NRL advises for the same.

3. Duration of Holiday Listing:

Sl No.	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices (including cartel formation/collusive bidding/bid rigging) resulting in financial loss to the Company	2 years
2	Submitted fake, false or forged documents / certificate	2 years
3	Has submitted materials in lieu of materials supplied by NRL or has not returned or has unauthorizedly disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by NRL.	2 years
4	Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms, environmental norms or other statutory requirements	2 years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	2 years
6	Has not cleared NRLs previous dues, if applicable	1 year
7	Has committed breach of contract or has abandoned the contract	2 years
8	Poor performance of the Agency in one or several contracts / Failing to meet planned schedule in contracts specified to be for Refinery Turn Around (RTA) or Emergency Shutdown or for Onsite/Offsite Emergency / Supply of sub-standard materials / sub-standard quality of works / Performance of the contractor	1 year

	declared as **Unsatisfactory** on the basis of NRL's "Contractors' Performance Evaluation Procedure".	
9	Has not honoured the fax of award/ letter of award/ Contract/ Purchase Order/ after the same is issued by NRL or fails to provide the security as may be required for the performance of the contract within 30 days from LOA (unless further extended by NRL) or is found to have neglected / abandoned the Order / LOA.	2 years
10	Withdraws/ revises the bid upwards after becoming the L1 or successful bidder (downward revision by H1 in case of disposal) / L1 or successful bidder fails to abide by any declaration made during bidding stage.	1 year
11	Has parted with, leaked or provided confidential/ proprietary information of NRL to any third party without the prior consent of NRL	2 years
12	If the Agency is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	2 years
13	Transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; Breach of the Code of Integrity for Public Procurement (CIPP)	2 years
14.	Bidder withdraws their quote after end of bid submission time & date (extended, where applicable).	1 year
15.	GST registration/ account of the contractor is cancelled/ revoked/ seized by Government authority during the pendency of the contract.	Till the time the information of restoration of Vendor's GST registration by Government authority is made available to NRL.

In case after priced bid opening the L1 (or successful) bidder is not awarded the job for any mistake committed and acknowledged by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred/disqualified from participating in re-tendering of the same job(s)/item(s), pending disposal of holiday listing proceedings, if any. Banning of business dealings, as applicable, shall be separately taken up as per clause 4.1 below.

In case of re-tendering for balance job(s) for defaults on part of the contractor (Short Closure/ Offloading/ Termination), such contractor may be debarred/disqualified from participating in the re-tender by NRL, on case specific basis, pending disposal of holiday listing proceedings, if any, as per clause 4.1 below.

4.1 Banning of Business Dealings:

a) Before placing the Agency on holiday list, a fair opportunity of hearing the party shall be given by means of a Show Cause Notice. The Show Cause Notice should be issued to the Agency before placing the Agency on holiday list except of cases under Clause 2.2. EIC or the designated in-charge or department responsible for invitation of bids of a service, works or supply being satisfied that prima-facie the case is fit for banning, will serve a Show Cause Notice upon the agency to explain why action should not be taken against the agency, which agency should reply within 10 days of issue of notice (this time may be extended at the request of the Agency, if so warranted, for a period not exceeding 7 days), whereas, in cases of contracts specified to be for Refinery Turn Around (RTA) or Emergency Shutdown or for Onsite/Offsite Emergency declared by NRL, the notice period shall be maximum 48 hours, without any provision for extension. If requested by the firm, personal hearing may also be allowed.

b) In case the EIC or the designated in-charge or department responsible for invitation of bids issuing/recommending the show cause notice is satisfied with the submissions made by the alleged agency and recommends for closure of the case without pursuing further for debarment or with a caution letter to the agency depending on merit of the case, such recommendations with findings and reasoning etc. should be kept on record and the matter may be closed accordingly.

In case of no reply or unsatisfactory reply, the recommendations would be put up through the nodal department to the Competent Authority for final decision on banning as per provision of Para 3 above.

After obtaining the approval of the competent authority, HoD / In-Charge of concerned Commercial Section, will issue the necessary 'speaking order' of holiday listing (hereinafter referred as "Debarment Order") to the Agency with a copy to the Functional Head of Commercial Dept.

c) In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by NRL based on the Ministry's advice.

d) The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

e) The period of debarment shall start from the date of issue of debarment order.

f) The Order of debarment will indicate the reason(s) in brief that led to debarment of the firm.

g) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years. Ordinarily, the period of debarment should not be less than six months.

4.2 Provision for Appeal:

i. An agency aggrieved with the decision of the "debarment order" shall have the option of filing an appeal against the order within a maximum of **one month** from the date of receipt of intimation of holiday listing.

ii. Consideration of any appeal for review, filed after expiry of the above period, shall be at the sole discretion of the Appellate Authority.

iii. On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority / EIC / User / Commercial Department.

iv. The Appellate Authority, if it so desires, may also give an opportunity for personal hearing to the Appellant Agency.

v. After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order before the period of debarment is over by which the Appellate Authority may either:

a) Uphold the decision of Competent authority with or without any variation / lesser period of Holiday Listing; OR
b) Annul the order of the Competent Authority.

The Appeal process may be completed within 60 days of filing of appeal with the Appellate Authority.

vi. No Appeal is permitted in case an Agency is placed in Holiday List by NRL, based on Administrative Ministry's advice.

4.2(a) Provision for revocation:

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

5. Effect of Holiday Listing:

1. No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the active Holiday list.

2. If an 'Agency' is put on the Holiday list during tendering:

a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned.

b) If an 'Agency' is put on Holiday List (in another tender or contract or for reasons not directly related to tender being evaluated), after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned. The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1) or successful. In case such 'Agency' is lowest (L1) or successful, next lowest or qualified firm shall be considered as L1 or successful.

c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

d) Even in the cases of risk purchase, no contract should be placed on such debarred firms.

e) Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

6. Updation of records after holiday listing:

Once an Agency is holiday listed in accordance with the provisions of this policy, respective Commercial officer (DO) shall intimate the Vendor Master Governor. Accordingly following actions shall be taken by Vendor Master Governor:

a) Vendor master data in SAP shall be updated with Holiday Listing status and period.
b) Updated report on holiday listed vendors will be published in NRL website.
c) Necessary action to be taken in CPP portal to activate holiday listing of the vendor.
d) Necessary updation will also be done in case of any annulment / lessening of holiday period against order / approval by Appellate Authority.
e) An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
f) In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

7. Safeguarding Procuring Entity's Interests during debarment of suppliers:

Suppliers/ contractors/ consultants/ service providers are important assets for the procuring entities and punishing delinquent suppliers should be the last resort. It takes lot of time and effort to develop, register and mature a new supplier. In case of shortage of suppliers in a particular group of materials/equipment, such punishment may also hurt the interest of Procuring Entity. Therefore, views of the concerned Department may always be sought about the repercussions of such punitive action on the continuity of procurements. Past records of performance of the supplier may also be given due weightage. In case of shortage of suppliers and in cases of less serious misdemeanors, the endeavor should be to pragmatically analyze the circumstances, reform the supplier and get a written commitment from the supplier that his performance will improve. If this fails, efforts should be to see if a temporary debarment can serve the purpose.

****

SAMPLE SHOW CAUSE NOTICE

[On NRL Letterhead]

[WITHOUT PREJUDICE]

Ref. No.: [*Insert ref. no.*] Date: [*Insert date*]

To,
[*Insert Name of Contractor/ Vendor*]
[*Insert address*]

Kind Attn: [*Insert name and designation*]

Subject: Show Cause Notice

Ref:
i. Tender for "[*Insert name of Tender*]" (Tender No.: [*Insert Tender No.*]) ("**Tender**")
ii. Your Offer no.: [*Insert offer no.*] dtd. [*Insert date*] ("**Offer**")
iii. Letter of Acceptance No.: [*Insert LOA No.*] dtd. [*Insert date*] ("**LOA**")
iv. PO No.: [*Insert PO No.*] dtd. [*Insert date*] ("**PO**")

Dear Sir,

You are hereby directed to show cause in writing within ten (10) days from the date of this Show Cause Notice as to why your firm [*Insert name of contractor/vendor*] should not be put on NRL's holiday list under Clause (…) and be debarred from entering into any contracts with NRL for the following reasons:

[*Insert detailed reasons/references to tender/contractual clauses*]

Please note that your reply, if any, should be supported by documents and other evidence which you wish to rely on in support of your reply.

Should you fail to submit your reply within the aforementioned time period and/or fail to show adequate reasons for not putting your firm on NRL's holiday list, NRL shall be entitled to proceed in the matter as outlined above without any further communication.

This notice is issued without prejudice to the rights and remedies available to M/s. Numaligarh Refinery Ltd., in law, contract, and / or equity, all of which are expressly reserved.

For Numaligarh Refinery Ltd.,

[*Insert name of Officer*]
[*Insert designation*]

Internal Note:
**Grey parts to be deleted*
**Yellow parts to be suitably modified*

SAMPLE DEBARMENT ORDER

(Where Unsatisfactory Reply To Show Cause Is Received)

[On NRL Letterhead]

[WITHOUT PREJUDICE]

Ref. No.: [*Insert ref. no.*] Date: [*Insert date*]

To,
[*Insert Name of Contractor/ Vendor*]
[*Insert address*]

Kind Attn: [*Insert name and designation*]

Subject: Debarment Order

Ref:

i. Tender for "[*Insert name of Tender*]" (Tender No.: [*Insert Tender No.*]) ("**Tender**")
ii. Your Offer no.: [*Insert offer no.*] dtd. [*Insert date*] ("**Offer**")
iii. Letter of Acceptance No.: [*Insert LOA No.*] dtd. [*Insert date*] ("**LOA**")
iv. PO No.: [*Insert PO No.*] dtd. [*Insert date*] ("**PO**")
v. Show Cause Notice ref. no.: [*Insert no.*] dtd. [*Insert date*] ("**Show Cause Notice**")
vi. Reply to Show Cause Notice bearing reference no.: [*Insert no.*] dtd. [*Insert date*] ("**Reply**")

Dear Sir,

This is in reference to the Tender, your Offer, the Show Cause Notice, the Reply and all other communications in this regard.

Please note that after due consideration of the Reply and all evidence produced by you, NRL has decided to place your firm, [*Insert name of firm*] under holiday listing for a period of [*Insert no. of years*] years due to "[*Insert reason from Policy*]", in accordance with clause no. …. of the NRL 'Holiday Listing' policy.

[*Insert detailed and clear reasons for arriving at the decision, to make this debarment notice a "speaking order" of holiday listing*]

This notice is issued without prejudice to the rights and remedies available to M/s. Numaligarh Refinery Ltd., in law, contract, and / or equity, all of which are expressly reserved.

For Numaligarh Refinery Ltd.,

[*Insert name of Officer*]
[*Insert designation*]
HoD / In-Charge of [*Insert concerned commercial section*]

Internal Note:
**Grey parts to be deleted*
**Yellow parts to be suitably modified*

SAMPLE DEBARMENT ORDER

(Where Reply To Show Cause Is NOT Received)

[On NRL Letterhead]

[WITHOUT PREJUDICE]

Ref. No.: [*Insert ref. no.*] Date: [*Insert date*]

To,
[*Insert Name of Contractor/ Vendor*]
[*Insert address*]

Kind Attn: [*Insert name and designation*]

Subject: Debarment Order

Ref:
i. Tender for "[*Insert name of Tender*]" (Tender No.: [*Insert Tender No.*]) ("**Tender**")
ii. Your Offer no.: [*Insert offer no.*] dtd. [*Insert date*] ("**Offer**")
iii. Letter of Acceptance No.: [*Insert LOA No.*] dtd. [*Insert date*] ("**LOA**")
iv. PO No.: [*Insert PO No.*] dtd. [*Insert date*] ("**PO**")
v. Show Cause Notice ref. no.: [*Insert no.*] dtd. [*Insert date*] ("**Show Cause Notice**")

Dear Sir,

This is in reference to the Tender, your Offer, the Show Cause Notice, and all other communications in this regard.

Please note that inspite of the opportunity given to you, you have failed to show cause as required within the stipulated time period. As such, NRL has decided to place your firm, [*Insert name of firm*] under holiday listing for a period of [*Insert no. of years*] years due to "[*Insert reason from Policy*]", in accordance with clause no. …. of the NRL 'Holiday Listing' policy.

[*Insert detailed and clear reasons for arriving at the decision, to make this debarment notice a "speaking order" of holiday listing*]

This notice is issued without prejudice to the rights and remedies available to M/s. Numaligarh Refinery Ltd., in law, contract, and / or equity, all of which are expressly reserved.

For Numaligarh Refinery Ltd.,

[*Insert name of Officer*]
[*Insert designation*]
HoD / In-Charge of [*Insert concerned commercial section*]

Internal Note:
**Grey parts to be deleted*
**Yellow parts to be suitably modified*

UPDATED

PROFORMA FOR SELF DECLARATION OF DEBARMENT /BLACK-LISTING / HOLIDAY LISTING & ALLIED FIRMS

Job Name :

Tender No. :

(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.

Date: _____ (SIGNATURE OF BIDDER)

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]

PROPOSAL FORMS

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(FORM-A)

BIDDER'S GENERAL INFORMATION

1.	Legal Name of Bidder (Company)	
2.	Date of Business (Company) Establishment	Day Month Year
3.	Country of Registration and Registration number:	
4.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify:_____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
4(a)	Name of Proprietor/ Partners/ Directors of the firm/company	1. 2. 3.
4(b)	Name of Power of Attorney holders i.e. authorized personnel(s) of Bidder whose Digital Signature Certificate & signature has been used to upload/submit the bid	
5.	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose.*	_____ _____ City :_____ Sate :_____ Pin/Zip :_____
6.	Operation/Working address if different from above:	_____ _____ City :_____ Sate :_____ Pin/Zip :_____

7.	Bidder's address where order/contract is to be placed	_____ _____ City :_____ Sate :_____ Pin/Zip :_____
8.	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
9.	Telephone Number & Contact Information of address where order is to be placed	(_____)/(_____)/(_____) (Country Code)/(Area Code)/(Telephone No.) Mobile No.: …… e-mail ID: …… Fax No:……
10.	Internet Website (If Applicable)	
11.	ISO Certification, if any	[If yes, please furnish details]
12.	Change of Ownership: has there been any major change of ownership of the establishment over the past 5 years. If so kindly provide details and if not, please affirm by "**NONE**"	

[Signature of Authorized Signatory of Bidder]
Name:
Designation:

(FORM-B)

SELF DECLARATION

(AS PER ITB ON LETTERHEAD OF BIDDER)

Bidder's declaration as furnished herein below shall supersede the stipulations mentioned elsewhere in the Bid.

SL. NO.	DESCRIPTION	BIDDER'S DECLARATION
1.	We confirm that we are not on Black-list / Holiday List /Negative list/ Suspension list/ Banning List of NRL/EIL as on date of submission of our bid	☐ We confirm ☐ We do not confirm
2.	Confirm whether Integrity Pact is applicable or not as per Clause No. 19 of ITB. Note: If Integrity Pact is applicable, Bidder to submit the same alongwith Affidavit to IP in their unpriced bid.	☐ Applicable ☐ Not Applicable
3.	We confirm that we are not under liquidation, court receivership or similar proceedings.	☐ We confirm ☐ We do not confirm
4.	Deleted	
5.	Whether any of the Directors of Bidder is a relative of any Director of Owner/EIL or the Bidder is a firm in which any Director of Owner/EIL or his relative is a Partner or the Bidder is a private company in which any director of Owner/EIL is a member or Director	☐ No relation ☐ Yes (Provide details)
6.	We confirm that the content of the enquiry document including price Schedule and Corrigendum/ Addendum (if any) have not been altered or modified	☐ We confirm ☐ We do not confirm
7.	In case a Bidder is MSE Bidder, Bidder to confirm/ note the following:	

a)	We confirm that we are Micro or Small Enterprises (as the case may be), as on the Bid due date, as per the guidelines for re-classification of micro, small and medium enterprises notified by Ministry of MSME vide Gazette Notification No. 2119(E) dated 26.06.2020	Confirmed
b)	We confirm that MSE Certificate is issued to us **by the authorized agencies or Udyog Aadhar Memorandum or Udyam Registration Certificate** as mentioned in the Enquiry Document.	Confirmed
c)	We further confirm that copy of the said MSE certificate duly certified as specified in ITB and it's Appendix, duly authenticated as per ITB/IFB/NIT	Attached
d)	We note that in case MSE Bidder doesn't submit the MSE document or submits invalid document or submit un-authenticated MSE document, such Bidders shall not be considered for providing benefits under MSE policy.	Noted

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Company Seal

(FORM-C)

COMPLIANCE TO BID REQUIREMENT

(TO BE SUBMITTED ON THE LETTERHEAD OF THE BIDDER)

NAME OF BIDDER : _____

RFQ DOCUMENT NO :_____

We …… *(*)* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments, issued by EIL.

We confirm that during detailed engineering, we will review and recommend the required Special tools & tackles and Commissioning spares, wherever specified in the enquiry document and supply the same without any additional cost and time implication to Purchaser.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments

**

For and on behalf of
Authorised signatory
(Name and Signature of Authorised signatory)
Date:

* Here fill in the name of bidder.

** The Letter of Waiver must be signed by the person (s) authorized to sign.

(FORM-D)

SALIENT FEATURE OF BID (FOR INDEGENOUS SUPPLIERS)

REFER AGREED TERMS AND CONDITIONS (ATC) (FOR INDIAN BIDDERS)

(FORM-E)

AFFIDAVIT TO INTEGRITY PACT
(FORMAT OF AFFIDAVIT)

[To be submitted on Indian Non-Judicial Stamp Paper as per Indian Stamp Act, 1899 with Minimum of INR 100/- by Indian Bidders duly Notarized , OR, as per applicable Laws in Bidder's Country in case of Foreign Bidder as on the date of Affidavit]

Bidding Document No:
Name of Item :
Name of the Project :
Name of the Owner : Numaligarh Refinery Limited (NRL)

I, _____<Insert Full Name>, S/o/D/o of _____<Insert Father's Name>, working as_____ <Insert present Designation> in the Company/Firm _____ <Insert full name of Company>, having its registered office at _____ <Insert full address of Company with Country Name> and working Office address at _____ <Insert full working office address with Country Name, in case different from registered office >, do hereby faithfully affirm and certify as under:

1) That I am authorized representative and signatory of the above referred Company.

2) That the Bidding Entity is not involved in any case of transgression in terms of Integrity Pact submitted for above referred Enquiry Document.

3) I depose accordingly.

SIGNATURE OF DEPONENT

VERIFICATION

I, _____ <the deponent named above>, do hereby verify that the factual contents of this Affidavit are true and correct. No part of it is false and nothing material has been concealed there from.
Verified at _____on this _____day of _____20____.

SIGNATURE OF DEPONENT

(FORM-F)

SAMPLE FORMAT FOR POWER OF ATTORNEY (POA)

[To be submitted on Indian Non-Judicial Stamp Paper as per Indian Stamp Act, 1899 with Minimum of INR 100/- by Indian Bidders, OR, as per applicable Laws in Bidder's Country in case of Foreign Bidder as on the date of Affidavit]

Bidding Document No:

Name of Work/Item:

I, Mr./Mrs./Miss _____ <Insert Full Name>, S/o/D/o of Mr._____ <Insert Father's Name>, working as _____ _____ <Insert present Designation> in the Company/Firm _____ _____ <Insert full name of Company/Firm>, having its registered office at _____ <Insert full address of Company with Country Name> and working Office address at _____ _____ <Insert full working office address with Country Name, in case different from registered office>, do hereby constitute, appoint and authorize Mr./Mrs./Miss_____(Name and residential address), S/o/D/o Mr._____ <Insert Father's Name>, working as _____ <Insert present Designation> in the Company/Firm and whose signature is attested below as the Attorney of the Company/ Firm to do in the name and on behalf of the Company/Firm all or any of the acts, deeds or things necessary in connection with or incidental to our Bid for the subject Enquiry Document, including but not limited to the signing and submission of application / proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with EIL/OWNER or any person, in connection with the works, without any prejudice, limitations and exceptions.

This POA shall be valid till the completion of the entire Bidding process, and in case the Order is awarded to our Company, till the complete discharge of all the contractual obligations and execution of the Works/Orders or till Completion Certificate (unconditional) is issued by the OWNER or till the settlement of all disputes, if any, whichever is later, unless otherwise replaced with Separate Power of Attorney in due course, in which case all responsibilities, obligations and liabilities with respect to this POA shall be construed to be seamlessly transferred to the newly appointed POA Holder.

For & on behalf of
<Name of Bidder>

_____
Signature of person in whose favour POA is issued
Name:
Designation:
Date:
Signature attested and Accepted
_____ (signature)
(Name, Title and Address) of the Attorney
Designation:
Date & Seal
Note
Wherever required, the executant(s) should submit for verification the extract of the charter documents and/or documents such as board of resolution passed for this purpose (in case of company) in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

(FORM G)

BANK MANDATE FORM
(FOR INDIAN SUPPLIER)
(As per ITB)

1.	Bidder Name	:
2.	Bidder Code	:
3.	Address of the Bidder	:
4.	Particulars of Bank Account of Bidder	:
a)	Name of the Bank	:
b)	Name of the Branch and Address of the Branch	:
c)	Branch Code	:
d)	9-Digit MICR code Number of the Bank & Branch (As appearing in the MICR Cheque issued by the bank) (Please do not give multicity cheque book code Number)	:
e)	**Type of account (Saving Bank, Current or Cash Credit)**	:
f)	**Account Number**	:
g)	**RTGS/IFSC Code (11 digit)**	:
h)	**NEFT Code No.**	:
5.	E-mail address of the Bidder	:
6.	Contact Person(s) of the Bidder	:

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

_____
(Signature and designation of the Authorized person(s) of Bidder)

Official seal of the Bidder

Place :
Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :
Date :

_____
Signature of the Authorized Official of the Bank
Bank's Stamp

BIDDER TO ENSURE SUBMISSION OF CANCELLED CHEQUE WITH THIS MANDATE FORM

(FORM –H)

Deleted

FORM - I: INDEMNITY BOND CUM UNDERTAKING

(In Letter Head of Company /Firm)

Job Name :
Tender No. :

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.
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month.
5. We hereby agree and undertake to indemnify as under:-

a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.

b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by you opined by GST Authority.

c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
   i. Any of our Bank Guarantee executed in your favour, if any,
   ii. Security Deposit paid for any of your work, if any or
   iii. Other unpaid invoices, if any of us raised with recipient

Authorized Signature of the Indemnifier

Name:
Designation:
Seal:
Date:

(FORM-J)

BIDDER'S FINANCIAL DETAILS

(Applicable for open competitive bidding only)

The bidder shall indicate herein his annual turnover during preceding 3 (Three) Financial years based on the audited balance sheet/Profit & Loss account statement/ Audited Published Annual Report as per provision of NIT/IFB

A. FINANCIAL DETAILS

1.	**FINANCIAL YEAR/ YEAR ENDING**	**ANNUAL TURNOVER (RS.) As per Audited Annual Report**
a.	Year 1 (2023-2024)	
b.	Year 2 (2022-2023)	
c.	Year 3 (2021-2022)	
2.	**NET WORTH FOR LATEST FINANCIAL YEAR (2023-2024): RS. .....**	

Note: The details furnished above by the bidder shall be for information purpose only. The actual qualification criteria shall be as per the relevant clauses of NIT/IFB

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

(FORM-K)

The bidder shall submit herein the **PAN No, PF no, ESI Registration No and GST Registration No** of the firm. Non submission of the same shall make the bid liable for Rejection.

1	Permanent Account Number (PAN) (In India) of the Firm	PAN No:_____
2	Provident Fund(PF) Registration No of the Firm	PF No:_____
3	ESI Registration Code of the Firm	ESI Registration Code:_____
4	GST Registration No & Place of registration of the firm	GSTIN: _____ Place of Registration:_____
5	Proprietorship Affidavit (If Applicable)	

BIDDER'S SIGNATURE: _____

(FORM-L)

FORMAT FOR BIDDERS' QUERIES (PRE-BID)
(AS PER ITB)

Bidding Document /RFQ No: _____

Name of Bidder: _____

Sl no.	Reference of Enquiry Document.				Bidder's Query	EIL Reply
	Par/Vol	Page No	Clause No	Subject		

NOTE:

1. **The Pre-Bid Queries may be sent by e-mail to Contact persons as mentioned in IFB.**
2. **Also send the editable soft format through e-mail**

SIGNATURE OF BIDDER _____
NAME OF BIDDER _____

DELAYED COKER UNIT (DCU) REVAMP OF NUMALIGARH REFINERY EXPANSION PROJECT (NREP)
AGREED TERMS & CONDITIONS (ATC)
(FOR INDIAN BIDDERS)

Supplier Name: M/s _____

RFQ No.:_____

Supplier's Offer Ref No.:_____ dated_____

Tel. No._____Mob. No._____Fax No. _____

Contact Person:_____E-mail_____

(*use capital letters only*)

1. All correspondence must be in **English** language only.
2. This is a pre-filled "questionnaire" and Bidder to accept and submit it online, duly signed and stamped on each page, as a token of their acceptance of all commercial terms and conditions.
3. All commercial terms / compliance / salient details are given /confirmed in this questionnaire and Bidding Forms/Annexures to ITB itself and not elsewhere in the Offer. In case of contradiction, the confirmation given herein and in Bidding Forms by the Bidder shall prevail over the declaration/ statement/ confirmation given in other places by the Bidder. Bidder to note that the terms and conditions mentioned elsewhere in their offer or Bidder's own terms and conditions shall not be given cognizance of.
4. **Failure on the part of the Bidder in submitting this duly pre-filled "questionnaire" online with the Un-priced bid and/or submitting incomplete replies may lead to rejection of Bidder's Offer.**
5. Bidder's offer shall be in total compliance with RFQ documents containing commercial and technical specifications including general/ technical notes and scope of supply/work including documentation as per material requisition (MR) and subsequent technical/ commercial amendment, if any, and technical/commercial corrigendum, if any, without any deviation, otherwise such offer shall be liable for rejection.

SL. NO.	DESCRIPTION	SUPPLIER'S CONFIRMATION
1.	**Price Basis:** Quoted supply prices are on FOT despatch point basis inclusive of Packing & Forwarding charges and third party inspection charges (as applicable), as per Price Schedule Format enclosed.	*Confirmed*
	Specify Despatch Point	*Refer Annexure-I*
	Quoted price is inclusive of all taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).	*Confirmed*
2.	**Transportation:** a) Confirm that firm transportation charges excluding GST, upto handing over of all materials to NRL/NRL appointed Contractor at a location specified in NIT/RFQ Covering Letter/BDS, has been quoted	*Confirmed , Quoted in Price Schedule*

BIDDER'S SIGNATURE WITH STAMP/SEAL

	separately in Price Schedule.	
	b) GST rate applicable on freight charges.	*Quoted in Annexure-I*
3.	Owner has taken comprehensive marine-cum-erection all risk policy (MCEAR) for the project. Accordingly, cost towards the same is not included in quoted price. Confirm that Supplier/bidder is responsible till the material is handed over to NRL or NRL's appointed contractor, including transit and storage risk at the supplier's warehouse.	*Noted and Confirmed*
4.	**Details of Taxes/Duties applicable extra on Goods/ Services:** **Goods and Services Tax (GST) applicable extra on finished goods:**	*Bidder to fill all details in attached Annexure-I to ATC*
	a) Present rate of GST payable extra on products (including spares).	*Quoted in Annexure-I to ATC (as applicable)*
	b) HSN (Harmonized System Nomenclature) No.	*Quoted in Annexure-I to ATC*
	c) Confirm compliance to provisions of Goods and Services Tax (GST) as per clause B. (TAX CLAUSES) of Annexure-II of SPC.	*Confirmed*
5.	***Variation in taxes/ Duties:*** *No variation on account of taxes and duties, statutory or otherwise, shall be payable to bidder/Vendor except for the following*	
	a) **GST**: If after the due date of submission of last price bid and upto the contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase/decrease) to/from the Vendor's invoices based on the documentary evidence. Confirm Compliance Any increase in GST after the contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition) shall be to vendor's account. However, any decrease in the rate of GST shall be passed on to Owner. Confirm Compliance	*Noted & Confirmed* *Noted & Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

	b) **Basic Custom Duty & Social welfare surcharge**: If after the due date of submission of last price bid and upto the 2/3rd of contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of Basic Customs duty & Social welfare surcharge on materials imported, the variation in such Basic Customs duty & Social welfare surcharge shall be to Owner's account and shall be adjusted (increase/decrease) to/from the vendor's invoices based on the documentary evidence. Confirm Compliance.	*Noted & Confirmed*
	Any increase in Basic Customs duty & Social welfare surcharge on materials imported after the 2/3rd of contractual time for delivery/ extended time for delivery (by owner due to reasons attributable to Owner or due to Force Majeure condition) shall be to vendor's account. Confirm Compliance.	*Noted & Confirmed*
	However, any decrease in the rate of Basic Customs Duty & Social welfare surcharge on materials imported shall be passed on to Owner. Confirm compliance.	*Noted & Confirmed*
	For calculating Statutory Variations ceiling amount of CIF value as declared by the Bidder in price schedule shall only be considered. Confirm compliance.	*Confirmed*
	Statutory variations on IGST (included in quoted prices) in case of imported materials from outside India in vendor's name shall be to vendor account. Confirm compliance.	*Confirmed*
6.	**Spares Parts:** Confirm item wise unit price (FOT Despatch Point) of following spare parts as required in Material Requisition (MR) have been indicated in price schedule with itemised quantity.	*Confirmed*
	a) Mandatory Spares are quoted as per MR.	*Confirmed(if Applicable as per MR)*
	b) Commissioning spares as specified in MR are included in the quoted Price.	*Confirmed(if Applicable as per MR)*
	c) Special Tools & Tackles as specified in the MR are included in the quoted prices.	*Confirmed(if Applicable as per MR)*
	d) Confirm spares wherever required have been included in the quoted price and list of spares is also furnished.	*Confirmed(if Applicable as per MR)*
	e) Recommended Spares for Two Years Operation & Maintenance, as specified in MR have been quoted separately with Price validity of **Two (2) years** from the date of LOA of Main Items/Equipment & List of such spares has been furnished in the Unpriced Bid.	*Confirmed(if Applicable as per MR)*

BIDDER'S SIGNATURE WITH STAMP/SEAL

7.	**Services for Site Work:** For Site Work, if in the scope of the Bidder as per MR, please confirm the following:	*Confirmed*
	a) Confirm that the prices for site work have been quoted in the price schedule.	*Confirmed(if Applicable as per MR)*
	b) Confirm that quoted site work prices are exclusive of GST but inclusive of all other applicable taxes and duties.	*Confirmed(if Applicable as per MR)*
	c) Rate in Percentage (%) of GST as applicable extra on sitework charges.	*Quoted in Annexure-I to ATC*
	d) All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.	*Confirmed*
	e) Site work charges has been quoted in accordance with the **Annexure-VI of SPC** (Terms & Conditions for Installation/Site Work) enclosed with the NIT/RFQ Document.	*Confirmed*
8.	**Service Charges (Lump sum/ Per-diem) for Supervision/ Training/ AMC/ PWAMC/ Hazop /3-D Modeling etc:**	
	a) Per diem rate / lump sum Charges for Services of **Supervision/Training/AMC/PWAMC/ Hazop /3-D Modeling**, if in the scope of the Bidder as per MR have been indicated by bidder separately in the Price Schedule.	***Confirmed, Quoted in Price Schedule***
	b) Confirm that Per diem rate / lumpsum Charges for Services is excluding GST.	*Confirmed*
	c) Percentage of GST as applicable extra on Services.	*Quoted in Annexure-I to ATC*
	d) Per-diem rate/ Lumpsum Charges for Services of Supervision/ Training/ AMC/ PWAMC/ Hazop /3-D Modeling has been quoted in accordance with the **Terms & Conditions stipulated in the** SPC/GPC enclosed with the RFQ document. Confirm Compliance.	*Confirmed*
9.	Confirm documentation charges as per MR are included in quoted prices.	*Confirmed*
10.	**Delayed Delivery:**	
	a) Confirm acceptance of Delayed Delivery clause as specified in GPC & Special Purchase Conditions(SPC)/ Bid Data Sheet(BDS) enclosed in RFQ Document.	*Confirmed*
	b) In case of delay, vendor will reduce the invoice amount by applicable reduction.	*Confirmed*
11.	**Delivery / Completion Period:**	
	a) Confirm acceptance to delivery/completion period as stipulated in NIT/RFQ, BDS, Amendments (as applicable).	*Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

12.	**Payment Terms:**	
	a) Confirm acceptance of "Payment Terms" as per Annexure-I to SPC of RFQ Document.	*Confirmed*
	b) No initial advance payment along with order shall be made by the Owner against supplies as well as services. If a supplier insists on the same, the offer shall be rejected.	*Confirmed*
	c) Payments shall be released after adjustment of Price Reduction Schedule on account of delayed delivery, if any.	*Confirmed*
13.	**Purchase Preference (MSE BIDDERS):**	
	a) Confirm whether the Bidder is a MSE Bidder or not.	***Yes / No*** *(tick √ whichever is applicable)*
	b) Confirm owner of Bidder's organisation belongs to Gen/SC/ST Category.	***Gen / SC / ST***
	c) In case owner of Bidder's organisation belongs to SC/ST, then Bidder to submit SC/ST Certificate as specified in the ITB and it's Appendix duly authenticated as per ITB/IFB/NIT	*Applicable and enclosed / Not applicable*
	d) Confirm whether owner of Bidder's organisation belongs to Women Category.	***Yes / No***
	e) In case owner of Bidder's organisation belongs to Women category then Bidder to submit requisite documents as specified in the ITB and it's Appendix duly authenticated as per ITB/IFB/NIT.	*(tick √ whichever is applicable)* *Applicable and enclosed / Not applicable*
	f) MSME bidders registered under Trade Receivable e-Discounting System (TReDS) shall furnish details of registration with registration No. & date.	*Registration No. _____* *Dated._____*
	Note :- In case the Bidder does not tick mark specifically against 13 (a), (b) & (d) and & does not submit any relevant documentary evidences in their Un-priced Bid it will be assumed that bidder is a Non MSE / Non SC / ST / Non Women & No benefit shall be extended to such bidder to this effect.	
14.	**Purchase Preference (Preference to Make in India)**	
	a) Confirm that the Bidder is Class-I local supplier or Class-II local supplier, as applicable, as specified in Bid Data sheet (BDS) .	*Confirmed*
	b) If yes, Bidder confirms to comply with the requirements/ conditions defined in appendix III to ITB.	*Noted & Confirmed*

	c) If yes, Bidder shall also submit required documents (Form-2 & From–3(as applicable), of Appendix III to ITB to support the same.	*Submitted*
	d) Bidder shall furnish the percentage of the local content as per Appendix-III to ITB attached with RFQ document in Unpriced bid.	*Indicated in Form -2/ Form-3 of Appendix III to ITB*

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	e) In case bidder does not furnish the above details, no purchase preference linked with Local Content, shall be applicable.	*Noted*
15.	**Part order:**	
	a) Confirm acceptance of Part Order clause as per BDS, SPC, GPC of RFQ Document (if applicable as per MR)	*Confirmed*
	b) Items may be split (wherever applicable) to meet the Public Procurement Policy, 2012 for MSEs (Micro & Small Enterprise) or Purchase Preference (Preference to Make in India) (PPP-MII) issued by Govt. of India. Confirm Acceptance	*Confirmed*
	c) Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	*Confirmed*
16.	**Repeat Order:** Confirm Acceptance of Repeat Order clause as per BDS, SPC, GPC of RFQ Document.	*Confirmed*
17.	**Performance Bank Guarantee:**	
	a. Confirm submission (including MSEs, Public Sector Undertakings and other Government bodies) of CPBG of 10% of the Total Order Value (Supply Plus Site Work, wherever applicable) within 30 days from the date of award, for order values above INR 10 lakhs. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the GPC), with an invocation period of 3 months thereafter, as per respective clause(s) given in SPC.	*Confirmed*
	b. Wherever supervision is included in the scope specified in the MR, bidders shall provide additional BG for an amount equal to the per diem charges for the number of days considered for evaluation over and above10% CPBG, to cover compensation for delay in mobilizing the erection/commissioning personnel. This BG will be released to the bidder upon the erection/ commissioning personnel reporting at site. This BG shall be furnished along with last payment milestone of Supply and shall be valid up to six months which shall be extended based on the request by NRL. Confirm Compliance	*Confirmed*
	c. In case of package contract where scope of the purchase order also involves Post Warrantee Comprehensive Annual Maintenance Contract (PWCAMC),Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annual AMC amount which shall be valid for the entire AMC period plus 2 months claim period. Confirm Compliance	*Confirmed*
	d. The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from a bank as specified in clause 15 of SPC. Confirm Compliance	*Confirmed*
18.	**Guarantee / Warranty:** Confirm acceptance to Guarantee / Warranty clause as mentioned in the GPC/SPC.	*Confirmed*

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19.	**Firmness of prices** Confirm quoted prices shall be firm and fixed and not subject to any variation whatsoever, except Statutory variation in taxes & duties and new taxes as per **Annexure – II to SPC**	*Confirmed*
20.	**Testing and Inspection charges:**	
	a) Goods and Services shall be subject to stage wise and final inspection by Third Party Inspection (TPI) agency (List of approved TPI agencies are as per SPC). The TPI charges shall be included in quoted prices, and no additional charges shall be paid by Owner.	*Confirmed and included in supply price, if applicable*
	b) Similarly, all built in import content (if applicable) shall also be subject to inspection by TPI agencies, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.	*Confirmed and included in supply price, if applicable*
	c) Inspection of Goods at manufacturer's works within India and raw materials/components sourced within India shall be carried out by NRL approved Third Party Inspection Agency. However, wherever Inspection by EIL is specified as per approved Inspection Test Plan (ITP) enclosed with Material Requisition (MR), the same shall be carried out by EIL without any additional cost to supplier.	*Noted and Confirmed*
	d) Quoted prices are inclusive of all testing and inspection charges (if applicable as per MR).	*Confirmed*
	e) Quoted prices are inclusive of all IBR/IGC/NACE charges (if applicable) as per MR.	*Confirmed*
	f) Quoted prices are inclusive of all statutory certification charges PESO etc. (if applicable as Required in the MR)	*Confirmed*
	g) Is your shop approved by IBR/PESO(Petroleum & Explosive Safety Organisation) [Formerly CCE] authority and has sufficient validity to execute the order/contract, if awarded	*Approved and Valid up to* _____
21.	Built-in import content in the offer **(Tick one whichever is applicable).** **(In case no option is selected, Built-in import content shall be considered to be not applicable)**	☐ *Applicable* ☐ *Not applicable*
	a) If your offer is based on certain imported raw materials required for equipment / materials offered, kindly confirm to the relevant provisions of Import Duties as per **Annexure II** to SPC.	*Confirmed if applicable*

22.	**Validity of Bid:** Confirm Bid validity as stipulated in NIT/RFQ, BDS from the final due date of bid submission.	*Confirmed*
23.	**Compliance to RFQ documents:**	

BIDDER'S SIGNATURE WITH STAMP/SEAL

	a) Confirm your offer is in total compliance with RFQ Document containing technical specifications including General / Technical notes, scope of supply/ services/ site work (as applicable) including documentation as per Material Requisition (MR) and subsequent amendment and corrigendum, if any.	*Confirmed*
	b) Confirm your offer is in total compliance with RFQ document containing commercial terms and conditions as per the following documents, without any deviation: i) Request for Quotation (RFQ) ii) Instructions to Bidders (ITB) iii) Bid Data Sheet (BDS) iv) Special Purchase Conditions (SPC) v) General Purchase Conditions (GPC) vi) Terms & Conditions of Site work / GCC / HSE vii) Integrity Pact & Affidavit. viii) Terms & Conditions for Supervision services/ Training/ Hazop/ AMC/ PWAMC/ PGTR/ 3-D Modeling etc (as applicable to MR) ix) Any other document enclosed with RFQ.	i) *Confirmed* ii) *Confirmed* iii) *Confirmed* iv) *Confirmed* v) *Confirmed* vi) *Confirmed(if applicable)* vii) *Confirmed(if applicable)* viii) *Confirmed(if applicable)* ix) *Confirmed(if applicable)*
	c) Any deviation to Terms & Conditions may lead to rejection of offer, except deviations for which loading is defined in the RFQ Document.	*Confirmed*
24.	a) In case of NIT/IFB/Open Enquiry, Owner/EIL reserves the right to verify the credentials of the evaluated L1 bidder. The document submitted by the L1 bidder/ Supplier towards their prequalification as per "Bidder Qualification" of NIT/IFB shall be verified by EIL from the document issuing authority through e-mail/letter or visit. Bidder shall provide complete assistance towards the same. It shall also be the responsibility of the bidder to assist Owner/EIL in carrying out this exercise. Confirm Compliance.	*Confirmed*
	b) Bidder shall ensure that they shall submit those executed works meeting the qualification criteria for which they can arrange such verification from their respective clients as per relevant provision(s) of IFB/NIT/RFQ. Confirm Compliance.	*Confirmed*
25.	Please confirm your offer contains the following:	
	a) **UNPRICED OFFER**- without any Deviations	*Confirmed*
	b) **PRICED OFFER**-Duly filled Price Schedule of RFQ with relevant annexure. (Without any deviation, clarification, assumption etc.)	*Confirmed*
26.	Confirm you have submitted duly signed and stamped Integrity Pact & Affidavit format (if applicable as per RFQ) along with unpriced Bid.	*Confirmed*

27.	Confirm that you have quoted strictly for items based on your registration/approval with EIL as on the date of issue of RFQ (if applicable & if enquiry is issued to EIL enlisted Suppliers).	*Confirmed*

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28.	We understand that RFQ Document is not exhaustive. In case any activity though specifically not covered in description of Price Schedule but is required to complete the work as per MR, GPC, SPC, or any other part of RFQ document, the quoted price will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. We confirm to perform for fulfilment of the order and completeness of the supplies in all respect within the scheduled time frame and quoted price.	*Confirmed*
29.	Bidder to quote as per the requirements and terms and conditions of the RFQ Document including all the enclosures and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the Bidder's offer unless any amendment to RFQ Document is issued by OWNER/ EIL seeking price implication. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by Bidder are not accepted by OWNER/EIL and are required to be withdrawn by Bidder in favor of meeting the requirements and complying to the terms and conditions of the RFQ Document. Any unsolicited proposed price change by the Bidder is likely to render the Bidder's offer liable for rejection. Confirm compliance.	*Confirmed*
30.	Bidder to confirm compliance to Domestically Manufactured Iron & Steel Policy as per Govt of India Notification No. Extraordinary part-II 385 (E) dated 29.05.2019 and it's amendment vide Gazette notification no S-13026/1/2020-IDD dated 31.12.2020.	*Confirmed*
31.	Printed terms and conditions of the bidder, if any, appearing in offer, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above in this ATC shall prevail.	*Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

ANNEXURE-I

DELAYED COKER UNIT (DCU) REVAMP PROJECT OF NUMALIGARH REFINERY LIMITED

DETAILS OF TAXES AND DUTIES

NAME OF BIDDER: _____

SUPPLIER OFFER REF._____Dated _____

RFQ NO.:_____

The salient features of the offer are as below:

1. Specify Despatch point 2. GSTIN no. of despatch point		_____ _____
3. Specify Invoicing place 4. GSTIN no. of invoicing place		_____ _____
5. HSN code of Goods		i)_____ ii)_____ iii)_____
6. GST applicable extra on quoted FOT despatch point prices	Intra state **(CGST + SGST/ UTGST) ( ) ***	____% **EXTRA**
	Inter state **(IGST) ( ) ***	____% **EXTRA**
7. GST rate applicable on Freight		_____% EXTRA
8. SAC code for Site Supervision / Site Work / Training Charges/ AMC/ PWAMC/ HAZOP/ 3D modelling / PGTR		_____
9. GST applicable extra on quoted Site Supervision / Site Work / Training Charges/ PWAMC/ HAZOP/ 3D modelling / PGTR/ Extended Warranty/ any other services, if applicable		_____% EXTRA
10. If the Supplier is currently unregistered due to turnover below threshold, undertaking/ letter stating reason for non-obtaining registration *		YES ( ) / NO ( )
11. In case the Supplier is located in SEZ, declaration/ undertaking/ certificate shall be provided *		YES ( ) / NO ( )
12. Whether Supplier is registered as a composite dealer/ Agency in GST regime *		YES ( ) / NO ( )

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13. Supplier to indicate the complete name and address on which order to be placed by NRL (in the event of an order)	_____ _____ City :_____ District :_____ State :_____ PIN/ZIP:_____ FAX No. : _____ e-mail ID: _____

*-(√) whichever is applicable

BIDDER'S SIGNATURE WITH STAMP/SEAL

SPECIAL PURCHASE CONDITIONS (SPC)

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1 DEFINITIONS

1.1 Numaligarh Refinery Limited (NRL) hereinafter called "the Owner/ Purchaser/Employer" has awarded “Licensing and Engineering, Procurement & Construction Management (EPCM) Consultancy Services for .....(name of unit) of Numaligarh Refinery Expansion Project” hereinafter called “Project” to.....(name of EPCM Conultant).

1.2 .....(name of consultant) hereinafter called "the Consultant/PMC" on behalf of NRL, invites e-bids under single stage two part system / single stage single part system (as applicable), as described in the Bidding Document.

1.3 Bidding Document/RFQ Document/Enquiry Document/Tender Document means document to be issued to Bidder(s) based on which Bid is to be submitted by Bidder(s). Throughout this Bidding Document, the term "Contract" and "Purchase Order (PO)" are synonymous.

1.4 Bidder shall mean any person, company, firm or body to whom Bidding Document is issued by NRL/ Consultant and submits the bid.

1.5 “Bid/ Offer” means the documents/proposal submitted by Bidder. Throughout this Bidding Document, the term "bid" and "tender" and their derivatives ("bidder/ tenderer", "Bid/tendered/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

1.6 Where any portion of the General Purchase Conditions (GPC) is repugnant to or at variance with any provisions of the SPC then, unless a different intention appears, the provisions of the SPC shall be deemed to govern the provisions of the GPC and SPC provisions shall prevail to the extent of such repugnancy, or variations exist.

1.7 **Order of precedence**

The documents forming the Purchase Order are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:

- Purchase Order and its enclosures along with Purchase Requisition
- Amendment to Bidding Document, if any
- RFQ cover letter / Notice Inviting Tender (NIT) along with Bid Data Sheet
- Job Specifications
- Drawings
- Special Purchase Conditions (SPC)
- Technical specifications
- Instructions to Bidders (ITB)
- General Purchase Conditions (GPC)
- Other Documents

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexure.

2 SCOPE OF SUPPLY / WORK

2.1 The scope of supply/work shall be as given at Material Requisition (MR) / Purchase Requisition (PR) enclosed with this Enquiry Document.

3 PRICE BASIS

3.1 Clause 1 of General Purchase Conditions (Indigenous) stands replaced as under:

Prices are to be quoted on FOT / FOR Dispatch Point basis inclusive of packing & forwarding charges and third-party inspection charges (as applicable).

3.2 Clause 1 of General Purchase Conditions (Import) stands replaced as under:

Prices shall be quoted on FOB International Seaport/ FCA Airport of Dispatch Basis. The quoted prices must be inclusive of third-party inspection charges (as applicable), sea/air-worthy packing and forwarding charges, inland freight, loading, insurance and all taxes, duties, levies, bank charges, stamp duties etc. up to FOB Port/ Airport of dispatch.

3.3 Change in Point of Despatch / Port of Shipment - The seller shall not be allowed to change the point of dispatch, unless the seller absorbs any additional cost on account of change only with prior approval from NRL/EPCM Consultant.

4 FIRM PRICES

The prices shall be firm and fixed and not subject to any variation whatsoever, except Statutory variation in taxes & duties and new taxes as per **Annexure – II to SPC**. For 2 years O&M spares, prices shall be kept valid for a period of 2 years from the date of LOA.

5 TRANSPORTATION

5.1 For Indian Bidders:

Materials shall be delivered on freight prepaid and door delivery basis (up to site/warehouse/ storage yard) through bank approved Transporters only.

5.2 For Foreign Bidders:

Ocean / Air shipment from FOB/ FCA Port of Exit to seaport of entry (Kolkata/Haldia) / CPT airport of entry (Kolkata/Guwahati) in India shall be arranged by NRL through their nominated freight forwarder. Bidder shall arrange handing over the material to NRL freight forwarder at the designated port of exit. However, bidder to quote firm Ocean/ Air freight charges in their priced bid.

NRL reserves the right to ask the bidder to arrange shipment through the bidder's own freight forwarder at the quoted freight rates. In such case, Bidder to coordinate with NRL nominated Customs House Agent for smooth discharge /delivery of the cargo at the Port of arrival. Where, the foreign bidder does not accept the ocean / Air shipment in his scope, offer of such bidder shall be rejected.

All shipments of break bulk material and containerized cargo shall be made by suitable vessels certified for sea worthiness and complying to National/ International safety regulations and age of the vessel being less than 25 years. The quoted ocean freight charges for Break Bulk cargo delivery shall be on FLT (Full Liner Terms), i.e., all charges at destination port shall be borne by the suppliers till the cargo is unloaded on to the wharf
/ vehicle as the case may be. No Trans-shipment is permitted for Break Bulk Cargo.

Bidder shall inform the Owner/EPCM Consultant atleast 07 days prior to the expected date of arrival of vessel in port of entry in India. Detention & Demurrages, if any, due to early arrival of vessel shall be to supplier's account.

The delivery basis of the goods is mentioned in BDS/RFQ. Delivery terms shall be interpreted as per INCOTERMS 2020 or its latest version in case of order on a foreign Bidder.

6 DELIVERY /COMPLETION SCHEDULE

6.1 All goods under the scope of the seller shall be shipped as per the Schedule specified in NIT/IFB/RFQ.

6.2 During execution of order, failing to meet delivery /completion schedule will be subject to Price Reduction as per **Clause 16 [titled "Delayed Delivery"]** of SPC and/or other remedies available to the Purchaser in Bidding Document.

6.3 Time of delivery as mentioned in the Purchase Order shall be the utmost important of the agreement and no variation shall be permitted except with prior authorization in writing from the Purchaser. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery. The Purchaser reserves the right to defer the period of delivery in writing.

6.4 The delivery period shall be reckoned from the date of Letter of Acceptance (LOA) / Purchase Order (PO) (whichever is issued earlier).

6.5 Supplier shall submit Billing Schedule within three weeks after placement of LOA/PO (whichever is issued earlier) for EPCM Consultant/OWNER's approval (wherever applicable). Supplier may deliver the PO quantity in a single lot or in a staggered manner (Maximum 3 lots)

within the given delivery period as per RFQ. In case the Supplier delivers the PO items in more than 3 lots, than bidder may obtain a specific approval from the Project Manager of EPCM Consultant.

7 PAYMENT TERMS

7.1 Payment terms for the scope of supply/services shall be as per attached **Annexure – I to SPC**.

7.2 No initial advance payment along with order shall be made by the Owner against supplies as well as services. If a supplier insists on the same, the offer shall be rejected.

7.3 In case of advance payment against milestone, then equivalent ABG is to be submitted as per the payment terms. And the validity period of such ABGs shall be the contractual delivery period (CDD) with invocation/claim period of further 3 months. And wherever such extension of validity of ABGs shall be required due to delay in delivery or for any other reasons(s) then vendor shall provide extension for equivalent period.

7.4 Payments shall be released after adjustment of Price Reduction Schedule on account of delayed delivery, if any.

In case of Foreign Suppliers, Letter of Credit (LC) shall be opened through State Bank of India, Commercial Branch, Swagota Square, 3rd Floor, Near Rajib Bhawan, Guwahati – 781005.

7.5 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 GSTR2B 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.

7.6 The bidder shall comply the requirement of E-invoicing as per notification no 13/2020-Central Tax dated 21.03.2020 and its amendments thereafter.

7.7 Govt. of India has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs. 20 crores to Rs. 10 crores, which will be effective from 1st Oct'2022. In view of the above, all vendor/suppliers are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-complied invoices shall not be accepted for further processing after the effective date.

While Processing invoices in LIV Cell of NRL, preference shall be given for processing invoices which are digitally signed and are provided to Bill-desk/LIV-desk of NRL over e- mail in original (i.e. not scanned copy of the digitally signed invoice). Invoices with Class 1 and class 2 digital signature shall be acceptable and shall be given preference over other manually signed hardcopy of invoices for processing payments. This is to ensure faster and more efficient processing of invoices and is a step for achieving complete digitalization in NRL.

Digital Signature Certificate are legally valid in India under Information Technology Act 2000

7.8 While claiming the payment, the supplier must certify on the bill/invoice that the payment being claimed is strictly within terms of the contract/order and all the obligations on his part for claiming this payment have been fulfilled as required under the contract/ order.

7.9 All milestone payments shall be released within 30 days of receipt of Invoice, complete in all respects.

7.10 Documents for Payment for Domestic Goods as applicable:

i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;

ii) Packing list;

iii) Railway receipt/consignment note;

iv) E-Waybill

v) Manufacturer's guarantee certificate and inspection certificate;

vi) Any other document(s) as and if required in terms of the contract.

7.11 Documents for Payment for Imported Goods

i) Supplier's original invoice giving full details of the goods including quantity, value, and so on;

ii) Packing list;

iii) Certificate of country of origin of the goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose;

iv) Certificate of pre-dispatch inspection by the purchaser's representative;

v) Manufacturer's test certificate and guarantee;

vi) Certificate of insurance;

vii) Bill of lading/airway bill/rail receipt or any other dispatch document, indicating:

a) Name of the vessel/carrier;

b) Bill of lading/airway bill;

c) Port of loading;

d) Date of shipment;

e) Port of discharge and expected date of arrival of goods; and any other document(s) as and if required in terms of the contract.

7.12 The order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of documentary evidence and fulfillment of conditions mentioned in Annexure-II.

7.13 All Invoices shall be raised in line with the GST Act/rules in vogue.

7.14 1stMilestone payment shall be released only after receipt of CPBG (wherever applicable) and manufacturing schedule.

7.15 Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorate shall not be on part of equipment.

7.16 In case of indigenous SUPPLIERs, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of / vattable documents (wherever applicable).

7.17 Payment to indigenous SUPPLIERs shall be released through Electronic Clearing System (ECS) and to foreign SUPPLIERs shall be released through Letter of Credit (LC). Payments other than against shipping documents, i.e., for Site Work and Supervision/Training etc. shall be through wire transfer.

7.18 All bank charges of respective bankers shall be to respective account.

7.19 In case of Annual Maintenance Contract (AMC), CPBG @ 5% of maximum annual AMC amount shall be submitted within 2 weeks from the date of order and shall be valid for the entire AMC period plus 2 months claim period.

7.20 Certification for placement of sub-order and/or identification of major raw material in the payment terms shall be carried out by TPI agency, as applicable.

8 TAXES & DUTIES:

8.1 **Taxes & Duties** shall be as per attached **Annexure – II to SPC**.

8.2 The quoted price shall be deemed to be inclusive of all the taxes and duties except GST (i.e., IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).

8.3 Transportation charges (as per price schedule) up to respective project site shall be exclusive of GST.

8.4 Site work charges shall be inclusive of all taxes and duties but exclusive of GST. All necessary registrations, if required, for carrying out such activities shall be done by the bidder and costs towards the same shall be included in quoted charges.

8.5 Indian Supplier having built – in Import Content considered in their bid shall also comply with the following provisions:

8.5.1 The supplier shall appoint a Customs House Clearing Agent of good standing and ensure speedy customs clearance.

8.5.2 The supplier shall be responsible to register the Import License with Customs Authorities at the Port of Import, and to answer and sort out technical queries (if any) raised by Customs Authorities in regard to any import(s).

8.6 Consignee details are as under:
Numaligarh Refinery Limited
(A Government of India Enterprise) NRL
Complex, Numaligarh,
Dist: Golaghat, Assam-785699 GST
No: 18AAACN6984B1Z

8.7 It should be ensured that the imports into India are in conformity with the export- import policy in force: FEMA; FEMA (Current Account Transactions) Rules, 2000; and directions issued by RBI under FEMA from time to time.

8.8 **Compliances for availing Export Promotion of Capital Goods (EPCG) benefit applicable for (DHDT Unit, CDU/VDU, RPTU, PFCC unit & DCU Revamp)**

EPCG (Export Promotion of Capital Goods) benefits under Foreign Trade Policy (FTP) Chapter-5 in respect of import supplies as well as domestic supplies are available for the subject supply. The import supplies include direct import by the owner or inbuild in the domestic order.

A. Domestic Procurement:

a) The suppliers shall promptly provide the owner with all relevant documents and undertakings as sought by the owner from time to time to apply for EPCG License and its Invalidation Letter. The owner shall apply for EPCG License and its Invalidation Letter with Director General of Foreign Trade (DGFT), and on receipt of EPCG License and Invalidation Letter shall forward a copy to the Supplier for dispatch of the material/supplies.

b) Following are the documents that must be provided by the supplier within one month from the date of issue of purchase order/work order/Letter of Award (whichever earlier) or at least 60 days before dispatch of material from their dispatch location whichever is earlier**:**

i. Pro-forma Invoice – To be prepared by showing Goods and Spare Parts item-wise separately with HSN code, Product Description, Units, UoM & PO reference etc. Product description in the Tax Invoice and Proforma Invoice should be as per the description with tag number given in NRL PO issued to the Supplier of goods. Also note that proforma invoice shall be in line with billing break-up wherever applicable.

ii. Copy of Import Export Code (IEC) and GSTIN of Supplier

iii. Supplier's Jurisdictional Regional Authority address (DGFT Regional Authority Address)

iv. Copy of Supplier's IEM (Industrial Entrepreneur Memorandum) / IL (Industrial License) or Udyam Registration Certificate.

v. Any other document, as may be sought by Owner (NRL) from time to time for applying for EPCG License and/or Invalidation Letter.

c) The supplier shall prepare tax Invoice immediately on dispatch of goods eligible under EPCG scheme with a declaration in the said tax invoice that "This supply is against EPCG authorization number: xxxxx and date: xx/xx/xxxx" having invalidation letter No. xxxx dated xx/xx/xxxx. The supplier's tax invoice should be in line with EPCG License/Invalidation Letter and Proforma Invoice. Any deviation with respect to product description, HSN code, Units or UoM is not acceptable to the owner as well as to DGFT/GST authority.

d) The supplier will have to declare the said supply under deemed export category in its GSTR 1 and GSTR 3B because any supply of goods manufactured in India by a registered person against an EPCG authorization/Invalidation Letter will be qualified as 'deemed export' for the purposes of GST law. [Section 2(39) read with Section 147 of CGST Act & Notification No. 48/2017-Central Tax dated 18 October 2017]. Hence, the supplier will share a copy of GSTR 1 and GSTR 3B declaring that the supply to the owner is under deemed export category.

e) The supplier will have to provide an undertaking to the effect that he has paid the GST charged in the relevant tax invoice and will not be claiming refund of said GST charged in aforesaid tax invoice. The owner will pay GST to the supplier and will claim refund of GST on the deemed export supplies against Invalidation Letter.

f) The supplier keeps in mind that in the absence of above said documents/undertakings, DGFT will not process the owner's EPCG application and therefore the owner will not get EPCG license as well as Invalidation Letter against subject supply. In case, owner is not allowed to avail the benefits so envisaged under EPCG scheme against relevant supplies due to non-receipt of documents/undertaking from the supplier's end, the same shall be passed on to the supplier and adjusted against any amounts payable to the supplier by the owner.

B. Domestic procurement having inbuilt import supply therein:

For Domestic procurement having inbuilt import supply, supplier shall be required to comply with following in addition to the requirement stated in Para A above.

Where domestic supply contains import items and inbuilt in the domestic supply order, in such cases the domestic supplier shall obtain Advance Authorisation License from its jurisdictional DGFT and import the capital goods against said advance authorisation at concessional / zero customs duty OR the domestic supplier has to claim duty draw back and pass on the benefit to owner. Any supply to the owner against EPCG License/Invalidation Letter is considered as deemed export under foreign trade policy as well as under GST Law.

9 TAX DEDUCTION AT SOURCE

9.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.

9.2 Purchaser will release payments to the seller after offsetting all dues to the Purchaser payable by the seller under the Contract.

10 PROVISION W.R.T. TAX COLLECTED AT SOURCE (TCS) ON SALE OF GOODS UNDER SECTION 206C (1H) OF INCOME TAX ACT:

10.1 As per section 206C (1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer as defined under the provision shall levy at the time of sale, TCS for a sum equal to % as defined as per the limit as specified in the Act and deposit the same with Government on receipt/collection of consideration from NRL. NRL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to NRL.

10.2 Bidder as a seller shall ensure compliance with all the statutory requirements regarding collection of TCS from buyer on receipt/ collection of consideration and deposit the same with Government. Bidder shall also provide timely a copy of TCS certificate to buyer.

10.3 If any tax credit, refund or other benefit is denied or delayed to NRL, wherever available to NRL, due to any non-compliance / delayed compliance by the Supplier under the said Act or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse NRL for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

11 CANCELLATION / TERMINATION

11.1 Cancellation for Default

11.1.1 The Purchaser reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the Purchase Order wholly or in part by a written notice of 15 days to the Seller if:

a) The Seller fails to comply with the terms of the Purchase Order.
b) The Seller fails to adhere to delivery schedule of manufacturing and fails to deliver the goods on time and/or replace the rejected goods promptly.
c) The Seller becomes bankrupt or goes into liquidation.
d) The Seller makes a general assignment for the benefit of creditors.
e) A receiver is appointed for any of the property owned by the Seller.

Upon receipt of the said cancellation notice, the Seller shall immediately discontinue all work on the Purchase Order and matters connected with it.

11.1.2 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 EMD/CPBG/any other applicable bank guarantee.
b) Upon such terms and in such manner as it deems appropriate, goods similar to those undelivered may be procured and the supplier shall be liable for all available actions against him, as applicable in terms of the contract (including risk purchase); and
c) However, the supplier shall continue to fulfil the contract to the extent not terminated.

11.1.3 The Purchaser in that event will be entitled to procure the material from the open market and recover excess payment over the Seller's agreed price, if any, from the Seller reserving to itself the right to forfeit the Contract Performance Bank Guarantee (CPBG), if any.

11.2 Termination of Contract for Insolvency

If the supplier 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 of 10 days to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Owner / Consultant.

11.3 Termination of Contract for Convenience

11.3.1 The PURCHASER may at any time, by written notice of 10 days sent to the SELLER, Cancel the CONTRACT, in whole or part, for its convenience. The notice of cancellation shall specify that cancellation is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is cancelled and the date upon which such cancellation becomes effective.

11.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER'sreceipt of notice of cancellation shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

11.4 **Methodology for processing Cancellation / Termination**

The methodology for processing Cancellation/Termination for default shall be as follows:

11.4.1 Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, Consultant/Owner shall initiate Termination action as per the Purchase Order.

11.4.2 In case of non-submission of CPBG within the period stipulated, required CPBG amount alongwith interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery.

However, in case, if the Supplier submits CPBG before the first RA bill/ first Milestone payment, then interest shall be recovered from the first RA bill/ first Milestone payment, for the delayed period beyond the period stipulated for CPBG.

For the purpose of above mentioned, interest rate shall be @ SBI MCLR + 1% as on date of issuance of enquiry.

11.4.3 In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions may be initiated, as per the Purchase Order provisions.

11.4.4 Further, in case of submission of CBPG within scheduled period, but Supplier being at default in terms of Purchase Order, Clause 11.1 above shall be applicable.

11.4.5 In case of occurrence of any of the above specified events, Supplier shall be understood to have defaulted and the Owner shall have the right to terminate the Purchase Order, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Supplier, stating the reason and the intention of Owner to terminate the Purchase Order and to take other penal actions in terms of the Purchase Order including extant policy for Suspension/ Banning of Consultant/Owner.

11.4.6 Consultant/Owner based on the Supplier's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.

11.4.7 The decision taken as above shall apply to both Termination as well as Suspension / Banning.

In case contract/ Purchase order awarded for the tendered work have to be terminated due to supplier's default and a separate enquiry / tender have to be floated to get the remaining/ complete work executed, such defaulting supplier will not be considered for enquiries/ tenders issued for the refloated works of same project.

12 GUARANTEE /WARRANTY PERIOD

12.1 Guarantee /Warranty Period shall be applicable as per clause no. 10 of General Purchase Condition (Indigenous) & General Purchase Condition (Import).

12.2 Wherever site work is included in the scope specified in the MR/PR and Guarantee/Warrantee period is expired due to delay in handing over of front or any other reason, defect liability period of 12 months shall be applicable from the date of handing over of duly erected/commissioned (as applicable) equipment/package.

13 INSURANCE

13.1 NRL shall take comprehensive marine-cum-erection all risk policy (MCEAR) for the project. Supplier is responsible till the material is handed over to NRL or NRL's appointed contractor, including transit and storage risk at the supplier's warehouse. Where custody of the material is transferred to NRL or NRL appointed contractor, transit insurance and storage shall be in NRL or NRL appointed contractor's scope. However, supplier shall intimate dispatch details and value of goods in advance to NRL for transit insurance coverage.

13.2 Extract of NRL Insurance Clause/ Policy is attached as Annexure-IX to SPC.

14 TESTING AND INSPECTION:

In partial modification to applicable provisions of GPC:

14.1 Goods and Services shall be subject to stage wise and final inspection by Third Party

Inspection (TPI) agency. The TPI charges shall be included in quoted prices, and no additional charges shall be paid by Owner.

14.2 Similarly, all built in import content (if applicable) shall also be subject to inspection by TPI agencies, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.

14.3 Inspection of Goods at manufacturer's works within India and raw materials/components sourced within India shall be carried out by NRL approved Third Party Inspection Agency. However, wherever Inspection by EPCM Consultant is specified as per approved Inspection Test Plan (ITP) enclosed with Material Requisition (MR)/ Purchase Requisition (PR), the same shall be carried out by EPCM Consultant without any additional cost to supplier.

14.4 All Foreign sourced materials shall be inspected by approved Third Party Inspection Agencies. Inspection charges for the same shall be borne by the bidders and shall be included in their quoted price.

14.5 Inspection of all bought out items shall be subject to pre- dispatch inspection from any of the approved TPI Agencies and shall be arranged by the bidder at his own cost.

14.6 Name of NRL approved TPI Agencies are as under:

- M/s SGS India Pvt Ltd
- M/s TUV SUD South Asia Pvt Ltd
- M/s Bureau Veritas India Pvt Ltd
- M/s TUV India Pvt Ltd
- M/s Certification Engineers International Ltd
- M/s Irclass Systems And Solutions Pvt Ltd.
- M/s Lloyd's Register Marine and Inspection Services India Ltd.
- M/S TUV Rheinland (India) Pvt Ltd.
- M/S VCS Quality Services Pvt Ltd.

14.7 It will be bidder's responsibility to arrange for third party inspection (if applicable) and submit third party inspection release note on time. No time extension shall be allowed by NRL for any delay/lapse in this regard**.**

14.8 Any materials/ goods covered under scope of supply, which during the process of inspection by Purchaser/ appointed third party, at any stage prior to dispatch, is found not conforming to the requirements/ specifications of the Purchase Requisition/ Order and shall be liable for immediate rejection.

14.9 Seller shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.

15 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)/ SECURITY DEPOSIT

Clause no. 29 of General Purchase Condition (Indigenous) & Clause no. 4 of General Purchase Condition (Import) stands modify to the following extent:

15.1 CPBG of 10% of the Total Order Value (Supply Plus Site Work, wherever applicable) shall be submitted by the Seller (including MSEs, Public Sector Undertakings and other Government bodies) within 30 days from the date of award, for order values above INR 10 lakhs.

This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the GPC), with an invocation period of 3 months thereafter.

15.2 Total Order value shall mean supply price including packing and forwarding charges/ TPI charges (FOT dispatch point price for Indian bidder and FOB/ FCA price for foreign bidders) plus site work (wherever applicable) but excluding GST, transportation, Training services, PWAMC and supervision services.

15.3 Bank Guarantee towards CPBG shall be from any Indian scheduled bank (except Cooperative & Gramin Banks) or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 crores or its equivalent in U.S. Dollars) and a declaration to this effect should be made by such commercial bank either in the Bank

Guarantee itself or separately on its letterhead.

15.4 Foreign Suppliers can submit Irrevocable Standby Letter of credit (SBLC) in place of Contract cum Performance Bank Guarantee (CPBG) from any Indian scheduled bank (except Cooperative & Gramin Banks) or from any Indian branch of an International bank registered with Reserve Bank of India as scheduled foreign bank.

15.5 It will be the responsibility of the Seller to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Owner either in full or in part in terms of Seller's Performance shall be replenished by the Seller within two weeks thereof.

15.6 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD), if any.

15.7 Wherever supervision is included in the scope specified in the MR/PR, bidders shall provide additional BG for an amount equal to the per diem charges for the number of days considered for evaluation over and above 10% CPBG, to cover compensation for delay in mobilizing the erection/commissioning personnel. This BG will be released to the bidder upon the erection/ commissioning personnel reporting at site. This BG shall be furnished along with last milestone payment of Supply and shall be valid up to six months which shall be extended based on the request by NRL.

15.8 Wherever site work is included in the scope specified in the MR/PR and Guarantee/Warrantee period is expired due to delay in handing over of front or any other reason, bidders shall provide additional BG for an amount equal to the last milestone payment of site work. This BG shall be valid for defect liability period of 12 months from the date of handing over of duly erected/commissioned (as applicable) equipment/package plus claim period.

15.9 In case of package contract where scope of the purchase order also involves Post Warrantee Comprehensive Annual Maintenance Contract (PWCAMC), Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annual AMC amount which shall be valid for the entire AMC period plus 2 months claim period.

15.10 BG shall be as per the prescribed formats. The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs. Bank guarantee should be routed through SFMS platform. Relevant information are as follows:

15.10.1 **Beneficiary bank details:**

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

UTIB0000140

15.10.2 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.

16 DELAYED DELIVERY

Provisions of Clause 15 of GPC (Indigenous) and Clause 5 of GPC (imports) stands modified to the following extent:

16.1 The delivery period quoted/ agreed shall be strictly followed. Failing supplies in time, NRL reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the vendor.

16.2 In case of delay in execution of the order, NRL may at its option, recover from the vendor price

reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.

16.3 However, wherever MR/PR contains packages/ equipment/Site work, delay for delivery shall be applicable for total order value (i.e., half percent (1/2%) of the Total Order Value (TOV) for every week of delay or part thereof, limited to a maximum of Five percent (5%) of the Total Order Value (TOV).

16.4 Wherever the supply period and site work are indicated as two separate periods and notice of site readiness is required to be provided for site work, intervening period, if any, shall be excluded, while calculating the price reduction for delay.

16.5 The invoice shall be raised after equivalent reduction in the Invoice value before presenting to Purchaser/ Bank for payment. The acceptance of delayed delivery is without prejudice to Purchaser's right of cancelling the purchase order wholly or in part for any delay exceeding the period of maximum price reduction and the Seller shall be liable for all consequences thereof.

16.6 Total Order value shall mean supply price including packing and forwarding charges/ TPI charges (FOT dispatch point price for Indian bidder and FOB/ FCA price for foreign bidders) plus site work (wherever applicable) but excluding GST, transportation, Training services, PWAMC and supervision services.

16.7 Where erection/commissioning supervision, commissioning assistance is required from the vendor, penalty for non-mobilization/delay in mobilization as per order shall be 1.5 times the per diem rate for each day of delay of reporting to site and shall be in addition to price reduction for delayed delivery.

17 FORCE MAJEURE:

Clause no. 31 of General Purchase Condition (Indigenous) & Clause no. 6 of General Purchase Condition (Import) last paragraph is modify to the following extent:

An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as possible and it cannot be claimed ex-post facto.

There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Any delays in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by force majeure.

Force Majeure Events Exceeding 90 Days: If an event or series of events (alone or in combination) of Force Majeure occur and continue for a period in excess of 90 consecutive days then NRL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the Impediments caused by the Force Majeure event.

18 TRANSFER OF PROPERTY FROM THE SELLER TO THE PURCHASER

18.1 The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:

a) FOT/FOR Dispatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Purchaser.

b) FOT/FOR/DAP Project Site: On receipt of material at Project site.

c) Equipment sent freight/ carriage paid to the Refinery site: On receipt of goods at site.

d) Equipment erected by the Seller: On acceptance at job site.

e) Equipment commissioned by the Seller: On taking over by the Purchaser for regular operation after test run at maximum capacity for specified period satisfactorily performed.

The delivery basis shall be as per RFQ Covering Letter/BDS.

19 GOVERNING LAW

19.1 Laws of India will govern the Contract / Purchase Order and jurisdictions of the courts in the city of Golaghat or Guwahati will have exclusive jurisdiction on all matters related to Contract / Purchase Order.

20 FRAUDULENT PRACTICES

20.1 NRL requires that Bidders/ Vendors/ Suppliers observe the highest standard of ethics during the award/ execution of Purchase Order. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the NRL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the NRL of the benefits of free and open competition.

20.2 NRL will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

20.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of EMD/Bid Security, if any.

20.4 In case, the information/ document furnished by the Bidder/ Vendor/ Supplier forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, NRL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Vendor/ Supplier without any prejudice to other rights available to NRL under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.

20.5 In case, this issue of submission of false documents comes to the notice after execution of supply/work, NRL shall have full right to forfeit any amount due to the Bidder/ Vendor/Supplier along with forfeiture of CPBG furnished by the Bidder/Vendor/ Supplier.

20.6 Further, such bidder/ vendor/ Supplier shall be put on Suspension / Banning List /Blacklist/ Holiday/ NegativeList of NRL/EPCM Consultant debarring them from future business with NRL for a time period, as per the prevailing policy in NRL.

21 INDEPENDENT SELLER

21.1 It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Seller has any kind of interest in other sellers.

22 LIEN

22.1 Seller shall ensure that the Scope of Supply under the Contract shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorized representative from such disputes of title /liens, costs, consequences etc.

23 PART ORDER

Part Order shall be as per the provision of General Purchase Conditions. Further, Bidder hereby agrees that items may be split (wherever applicable) to meet the Public Procurement Policy, 2012 for MSEs (Micro & Small Enterprise) or Public Procurement (Preference to Make in India) (PPP-MII), issued by Govt. of India.

24 GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the SUPPLIER and the NRL that the NRL is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the NRL is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Seller expressly agrees, acknowledges and understands that the NRL is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Seller hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

25 LIMITATION OF LIABILITY:

Clause No. 34 of GPC (Indigenous) and Clause No. 30 of GPC (Imports) stands replaced as under:

25.1 The aggregate liability of the supplier to NRL under the Contract shall be the total Contract Price, except that this Clause shall not limit the liability of the Supplier for following:

i. Any liability pursuant to supplier's breach of any Applicable Law;
ii. any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts, or gross negligence or omissions of the supplier or its affiliates or any sub-vendor or any supplier or any of its or their respective officers, directors, employees, servants or agents or any other person acting on behalf of the Supplier; or
iii. any liability to rectify, repair, restore or replace any materials and/or works or deficiencies therein in terms of the Contract; or
iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
v. For any damage to any third party, including death or injury of any third party caused by the supplier or any person or firm acting on behalf of the supplier in executing the order; or
vi. Any liability pursuant to supplier's indemnity obligations under the Contract; or
vii. Supplier's liability for Price adjustment for utility consumption beyond the Guaranteed Values as per Tender Documents

AND provided always that such limitation shall exclude any amounts recovered under any policy(ies) of insurance taken out and/or maintained by the SUPPLIER pursuant to the provisions of the Contract.

25.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

26 SINGLE POINT RESPONSIBILITY OF THE SUPPLIER:

26.1 In case of indigenous POs containing supplies as well site work/ services, a single order, covering the supply part as well site work/ services, shall be placed.

26.2 In case, a foreign SUPPLIER order involving part supply/site work/site services in INR, separate orders may be issued with suitable interlinking clause. For this purpose, the Indian sub-SUPPLIER's name, material/ services and corresponding price in Indian Rupees, shall be clearly spelt out in the offer of foreign SUPPLIER. The detailed terms & conditions for Indian Sourced Components/Services by Foreign bidder shall be applicable as per attached **Annexure-IV to this SPC.**

27 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS COMING TO INDIA

FOR EXECUTION OF PROJECTS:

27.1 All Foreign nationals coming to India for execution of Projects / Contracts will have to apply for Employment Visa only and that grant of Employment visa would be subject to strict adherence of following norms:

27.1.1 Employment visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.

27.1.2 Request for employment visa for Jobs for which large number of qualified Indians are available, is not considered.

27.1.3 Under no circumstances an Employment visa is granted for routine, ordinary secretarial / clerical jobs.

27.2 Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to India during execution of contract.

28 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY (INDIAN) MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI &SP) (as applicable):

SUPPLIER shall mandatorily comply with the provisions under DMI & SP policy as enclosed with the ITB.

29 PUBLIC PROCUREMENT (PREFERNCE TO MAKE IN INDIA) (as applicable):

29.1 For detailed guidelines, refer **Appendix – III to Instructions to Bidders (ITB).** Refer Bid Data Sheet for applicable category of enquiries:

a) Enquiry exclusive to Class-I Suppliers: In case RFQ has been specifically issued to / applicable for Class-I Local Suppliers, only Class-I Local Suppliers, as defined in PPP- MII Policy shall be eligible to bid.

b) Enquiry to local Suppliers: If any RFQ is issued on domestic tender (bidding) basis except Category a) above, only Class-I local supplier and Class-II local supplier shall be eligible to bid.

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

30 TERMS & CONDITIONS FOR POST WARRANTY COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (PWCAMC) (as applicable):

30.1 If Post Warranty Comprehensive Annual Maintenance Contract) is applicable as per Technical Section of Bidding Document, the Terms & Conditions shall be as per **Annexure – III to this SPC**.

31 TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / TRAINING AT SITE (as applicable):

31.1 Terms & conditions for supervision of erection, testing & commissioning / training at site shall be as per attached **Annexure-V to SPC.**

32 TERMS & CONDITIONS FOR INSTALLATION/ SITE WORK (as applicable):

32.1 Terms & conditions for installation/ site work shall be as per attached **Annexure-VI to SPC.**

33 TERMS & CONDITIONS FOR SITE FABRICATION (as applicable):

33.1 Terms & conditions for site fabrication shall be as per NRL GCC.

34 TERMS & CONDITIONS FOR TRAINING OF OWNER PERSONNEL AS PER MR/PR AT VENDOR'S WORKS/ TRAINING FACILITY (as applicable):

34.1 Terms & conditions for training of owner personnel as per MR/PR at vendor's works/ training facility shall be as per attached **Annexure-VII to SPC.**

35 PACKING, MARKING, SHIPPING AND DOCUMENTATION- INDIGENOUS AND IMPORTED MATERIALS (as applicable)

35.1 Specifications for Packing, Marking, Shipping and Documentation applicable for Indigenous & Imported Materials are attached as **Annexure-VIII to SPC**.

36 Bidder's right to question rejection:

A tenderer shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. The tenderer is to be permitted to send his representation in writing. Only a directly affected bidder can represent in this regard:

i. Only a bidder who has participated in the concerned procurement process i.e. prequalification, bidder registration or bidding, as the case may be, can make such representation
ii. In case pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
iii. In case techno-commercial bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
iv. Following decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review:
   a) Determination of the need for procurement;
   b) Selection of the mode of procurement or bidding system;
   c) Choice of selection procedure;
   d) Provisions limiting participation of bidders in the procurement process;
   e) The decision to enter into negotiations with the L1 bidder;
   f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
   g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor; and
   h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition.

ANNEXURE-X

SELF DECLARATION OF CONFLICT OF INTEREST

Job Name:

Tender No.:

Terms & Conditions in respect of "Conflict of Interest" in the bidding process:-

A bidder shall not have conflict of interest with other bidders. The bidders found to have a conflict of interest shall be disqualified.

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) bidder participates in more than one bid in this tender. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
   1. The principal manufacturer directly or through one Indian agent on his behalf; and [in case of receipt of bids from both the Indian agent & the principal, the principal manufacturer shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the principal manufacturer shall be considered]
   2. Indian/foreign agent on behalf of only one principal.

g) a bidder or any of its affiliates provided the consultancy (through another contract) in the preparation of the design or technical specifications of this supply/contract;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SELF DECLARATION OF CONFLICT-OF-INTEREST FREE BID

I am / We are participating in this tender (*whole or part of the tender against which separate contracts will be awarded to individual bidders*), taking note of the above terms & conditions and hereby declare that there is no other participating bidder in the same (*whole or part of*

the tender), which may create conflict of interest as described above, to the best of our knowledge and understanding.

I/We understand that in case any conflict of interest is found to have occurred, NRL will disqualify the bids from the bidders deemed to have conflict of interest.

I / We further declare that in case I / We observe that any conflict of interest is found to have occurred after the unpriced bid opening, I / We shall immediately inform NRL in writing regarding such conflict of interest **within 2 days** from unpriced bid opening; and NRL shall have the right to disqualify the bids from the bidders deemed to have conflict of interest.

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

_____

Date: (SIGNATURE OF BIDDER)
Place:

ANNEXURE-XI

Job Name : Job*Name

Tender No. : XCXX000XXX

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

(1) **SELF DECLARATION OF DEBARMENT / BLACKLISTING / 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.

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.

Date: **(SIGNATURE OF BIDDER)**

Place:

Note: *Please refer NRL's current "Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers" available in NRL website www.nrl.co.in (under "Tenders" section) for details. Bidders are requested to carefully read the said policy which will be applicable for this tender.*

ANNEXURE–I to SPC

	INDICATIVE PAYMENT TERMS
A.	**<u>FOR INDIGENOUS SUPPLIERS</u>:**
1.	**Supply:**
1.1.	• 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2 and against submission of ABG of equivalent amount. • 15% against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. • 55% (60% where drawing/doc approval not required) against despatch documents (along with copy of LR/GR and IRN) together with full taxes, duties and transportation charges. • 10% against receipt of material at site. • 5% on receipt of all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition. • 10% on receipt of all material at site and along with tax deposit and returned filed as per GST rules. Bidders payment are subject to TDS, TCS as per applicable Act of Govt.

	NOTES : (i) 1ST Milestone payment shall be released only after receipt of CPBG (wherever applicable) and manufacturing schedule (in template available on eDMS portal). (ii) Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorate shall not be on part of equipment. (iii) In case of indigenous SUPPLIERs, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of / vattable documents (wherever applicable). (iv) Payment to indigenous SUPPLIERs shall be released through Electronic Clearing System (ECS). (v) All payments shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects. (vi) All bank charges of respective bankers shall be to respective account. (vii) Supplier shall submit Billing Schedule within three weeks after placement of LOA/PO (whichever is issued earlier) for Consultant /OWNER's approval (wherever applicable). Suppliers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by Project Manager. (viii) Certification for placement of sub-order and/or identification of major raw material, in the above payment terms, shall be carried out by Consultant/TPI agency, as applicable.

*****

Annexure-II

Taxes & Duties

A. **PRICE BASIS W.R.T INCLUSION/EXCLUSION OF TAXES:**

1. The quoted price shall be deemed to be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).

2. In case of foreign bidders, bidders shall submit their prices on FOB international seaport of exit basis (INCOTERM 2020), unless otherwise stated in the bid document. FOB prices quoted shall be inclusive of all applicable taxes upto FOB international port of exit.

3. Transportation charges (as per price schedule) upto respective project site shall be exclusive of GST.

4. Site work prices, if applicable shall be inclusive of all taxes and duties but exclusive of GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.

5. Prices of per diem supervision charges, training/AMC, if applicable shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in their country.

B. **TAX CLAUSES:**

1. Goods and services tax

a. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by Owner. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST invoicing rules there under, Owner shall not be liable to make any payment on account of GST against such invoice.

b. GST shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTIN portal). In case of non-receipt of tax invoice and/or non-payment of GST by the contractor/vendor (or non-auto-population of input tax credit on GSTIN portal), owner shall withhold the payment of GST.

c. GST payable under reverse charge for specified services/goods under GST Act or Rules, if any shall not be paid to the contractor/vendor but will be directly deposited to the Government by owner.

d. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the Government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to owner, then owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by owner to contractor/supplier.

e. The contractor/vendor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner due to any non-compliance/ delayed compliance by the vendor/ contractor under the GST Act (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier), the contractor/vendor shall be liable to reimburse Owner for all such losses and other

consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice, encashment of PBG or by way of any other means.

f. TDS under GST, if applicable shall be deducted from contractors/vendors bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to contractor/vendor.

g. The vendor/contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the vendor/contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.

h. The vendor/contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the vendor/contractor will be responsible for procurement of material in its own registration (GSTIN).

i. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "cover under composition system" in column for GST of price schedule. In case subsequently such vendor/contractor gets covered under regular GST regime or any other scheme, the price including GST shall not exceed the price quoted by bidder under composition scheme.

j. Owner will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

k. Bidders will be required to quote applicable tax rate (along with applicable SAC/ HSN Code) as per provisions of GST law for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clause) shall be adjusted in basic price.

l. In case of delay in supply / execution of contract, vendor / contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS). Accordingly, GST will be applicable at the reduced value of the item. In case vendor / contractor raises invoice for full value, then vendor / contractor shall issue Credit note towards applicable PRS amount and corresponding applicable taxes.

In circumstances where vendor / contractor fails to submit the invoice with reduced value or does not issue credit note as mentioned above, Owner shall release payment to vendor / contractor after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor / contractor's invoice.

m. E-way bills shall be issued by Contractor/Vendor except in cases of direct imports by Owner where e-way bill shall be issued by Owner. (Note-1)

n. In case of foreign bidders, for supervision/site-work/training, services by foreign supervisor at project site, GST shall be paid by Owner to tax authorities, if applicable under reverse charge mechanism. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in their country.

2. **IMPORT DUTIES:**

a. Direct supplies by foreign suppliers where, Owner becomes consignee:

i. For imported materials sold and consigned directly by foreign suppliers to owners, import duties i.e. Basic custom duty, Social welfare surcharge and IGST as applicable in India shall be directly paid by owner to tax authority.

ii. Bill of entry shall be filed by Owner or its authorized agency

b. Imported supplies by Indian suppliers as built in import content

i. Custom duties on the imported material shall be included in the quoted prices and supplier/contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharf fees, unloading costs incurred in India in respect of any imported goods shall be to supplier's/contractor's account. The contractor / vendor shall be fully responsible for Port and Customs clearance including preparation of bill of entry and other documents required for import and clearance of goods.

Domestic Bidder to consider Merit rate of custom duty. However, in case bidder is allowed after award of job, vide any other notification, a lower rate of custom duty than Merit rate of customs duty for import of materials and components, in such case bidder will ensure to pass on the benefit to client. Bidder shall ascertain the applicable rate of customs duty and shall be solely responsible towards applicability and correctness of such rates.

Bidder to indicate CIF value of import content and applicable Merit rate of basic custom duty rate, social welfare surcharge on custom duty and IGST included in quoted price, in the price schedule.

Statutory Variation in customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.

If in the bid, bidder has considered customs duty for import contents other than the Merit rate of customs duty in their offer, then statutory variation on the customs duty will not be applicable.

The supplier shall be responsible for, and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. any import of the goods and materials.

In case owner/ Consultant is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and /or valuation of the goods or material by the supplier, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier, the supplier shall indemnify and hold harmless, Owner/Consultant for any and all costs, expenses or losses suffered or incurred by Owner/Consultant in this regard.

If bidder does not furnish built in CIF value and confirm that quoted prices are firm and fixed, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties. In case of wrong assessment of customs duties by the contractor/ vendor, any additional liabilities towards taxes and duties shall be to contractor’s / vendor’s account.

c. General points:

i. The bidder must ascertain and confirm along with supporting documents in the bid, if any custom duty exemption/waiver is applicable to the products being supplied under any CEPA/FTA/multi-lateral/bi-lateral trade agreements between India and bidder's country.

ii. The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver.

In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable, if any.

iii. Any custom duty applicability on account of any change in the CEPA/FTA/ multi-lateral/bi-lateral trade agreement shall be to bidder's account.

iv. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

3. **INCOME TAX:**

a. Foreign supervisors/contractors/vendors

Prices of site work, contracts and other services of foreign vendor shall be gross of income tax i.e., inclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Rules.

Owner shall deduct tax at source the tax as applicable while making payments against each invoice for the services in India. Certificate for TDS shall be provided to the seller.

In case foreign bidder still quotes Prices of site work, contracts and other services net of income tax i.e., exclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Rules, Owner shall deposit tax at source as applicable after grossing up the sums due while making payments against each invoice for the services in India.

Foreign supplier shall furnish the information required in line with the prevalent provisions of income tax including but not limited to tax residency certificate, form 10F, PAN etc.

Failing to provide above, the payment to supplier/contractor/consultant shall be subject to additional TDS as per the provisions of Indian Income Tax Act/Rules (without any financial implication on Owner).

b. Indian resident supervisors/contractors/vendors

Prices for site-work, contracts and other services/supplies of Indian vendors/ contractors shall be inclusive of income tax.

Tax shall be deducted at source by owner on all sums due in accordance with the provisions of Indian Income Tax Act/Rules as in force at the relevant point of time. Owner shall issue a tax deduction certificate to the bidder evidencing the tax deducted or withheld and deposited by owner on payments made to the bidder to enable the bidder to claim the credit of Tax deducted by owner.

c. The vendor/ contractor shall be responsible for complying with all the provisions of all the applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner due to any non-compliance/ delayed compliance by the vendor/ contractor under the Income Tax Act (including but not limited to failure to upload the details of the sale on TRACES, failure to pay TCS to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of TCS return by the supplier), the vendor/ contractor shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice, encashment of PBG or by way of any other means.

C. INVOICING METHODOLOGY W.R.T. TAXATION

1. In case of domestic / foreign PO's, invoice shall be raised in the name of owner and consignee shall be owner. (Note-3)

2. In case of package MR's and tenders, vendor/ contractor shall bring material at site in their own name and Vendor/ Contractor shall be consignee. Invoice shall be raised by Vendor/ Contractor in the name of Owner. (Note-3)

D. APPLICABILITY OF TAX CREDIT

The Input tax credit @ 13 % of GST amount shall be considered for items/services not falling under Section 17 (5) of CGST Act, 2017. No Input Tax credit applicable on Civil Works. (Note-4)

E. EVALUATION METHODOLOGY W.R.T. TAXES:

Following shall be loaded for evaluation:

1. Applicable Custom Duty (including BCD, Surcharge, Anti-Dumping Duty etc. but excluding IGST, which shall be dealt as per bid evaluation methodology given in E2 below) shall be loaded for the price bid evaluation in respect of supplies for which Bill of Entry has to be filed by Owner.

2. GST Loading:

a. Output GST quoted by the Vendor/ Contractor shall be loaded for Price Bid Evaluation wherever Input Tax Credit is not available to Owner for goods and/ or services not eligible for Input Tax Credit as per Section 17(5) of CGST Act like Civil works.

b. 87% of input credit on Output GST as quoted by the Vendor/ Contractor shall be considered for Price Bid Evaluation in all other cases.

c. Cess under GST, if quoted, shall also be loaded for Price Bid Evaluation.

3. Applicable Income tax, in case foreign bidder quotes net of taxes.

F. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier) - Shall be the same as applicable for Indian bidders.

G. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE REFINERY PREMISES, WHEREVER APPLICABLE

In case of package MR's and tenders, since contractors/suppliers shall bring material in their own name and raise invoice to owner (as per payment milestone achieved) after charging CGST/SGST, location of fabrication yard whether inside or outside refinery will not attract any additional liability.

Where owner issues FIM's to contractors/vendors, material will be released against delivery challan and such FIM shall he received back in refinery premises as per provision of GST.

H. STATUTORY VARIATION

1. Tenders

No variation on account of taxes and duties, statutory or otherwise, shall be payable to vendor/contractor except for the following:

GST: If after the due date of submission of last price bid and upto the contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase / decrease) to / from the Vendor/contractor's invoices based on the documentary evidence.

Any increase in GST after the contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition) shall be to Contractor's account. However, any decrease in the rate of GST shall be passed on to Owner.

For calculating Statutory Variations ceiling amount as declared by the Bidder in price schedule shall only be considered.

<u>Basic Custom Duty & Social welfare surcharge:</u>

If after the due date of submission of last price bid and upto the 90% of contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of Basic Customs duty & Social welfare surcharge on materials imported, the variation in such Basic Customs duty & Social welfare surcharge shall be to owner's account and shall be adjusted (increase/decrease) to/from the Vendor/contractor's invoices based on the documentary evidence.

Any increase in Basic Customs duty & Social welfare surcharge on materials imported after the 90% of the contractual time for completion / extended Time for Completion (by Owner due to reasons attributable to Owner or due to Force Majeure) shall be to Vendor/contractor's account. However, any decrease in the rate of Basic Customs Duty & Social welfare surcharge on materials imported shall be passed on to owner.

For calculating Statutory Variations ceiling amount as declared by the Bidder in price schedule shall only be considered.

Note: Statutory variations on IGST (included in quoted prices) in case of imported materials from outside India in Vendor/contractor's name shall be to vendor/contractor account.

Any new taxes, duties, cess, levies notified or imposed after the due date of submission of last /final price bid but before the contractual date of completion of work (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition) shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to vendor/contractor, any new or additional taxes and duties imposed after Time for Completion, as above, shall be to Vendor/Contractor's account

2. MR's

No variation on account of taxes and duties, statutory or otherwise, shall be payable to vendor except for the following:

GST: If after the due date of submission of last price bid and upto the contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase / decrease) to / from the vendor's invoices based on the documentary evidence.

Any increase in GST after the contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition) shall be to vendor's account. However, any decrease in the rate of GST shall be passed on to Owner.

Basic Custom Duty &Social welfare surcharge:

If after the due date of submission of last price bid and upto the 2/3rd of contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of Basic customs duty & social welfare surcharge on materials imported, the variation in such Basic Customs duty & social welfare surcharge shall be to Owner's account and shall be adjusted (increase/decrease) to/from the vendor's invoices based on the documentary evidence.

Any increase in Basic Customs duty & Social welfare surcharge on materials imported after the 2/3rd of the contractual time for delivery/extended time for delivery (by Owner due to reasons attributable to Owner or due to Force Majeure) shall be to vendor's account.

However, any decrease in the rate of Basic Customs Duty & Social welfare surcharge on materials imported shall be passed on to owner.

For calculating Statutory Variations ceiling amount of CIF value as declared by the Bidder in price schedule shall only be considered.

Note: Statutory variations on IGST (included in quoted prices) in case of imported materials from outside India in vendor's name shall be to vendor account.

Any new taxes, duties, cess, levies notified or imposed after the due date of submission of last /final price bid but before the contractual date of delivery (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition) shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to vendor, any new or additional taxes and duties imposed after Time for Completion, as above, shall be to vendor's account.

I. TAX INDEMNITY:

Any errors of interpretation of applicability of taxes and duties by the contractor/vendor shall be on contractor's/vendor's account.

Any fine, penalty or levies, required to be met by the Owner, arising out of non-compliance with respect to Indian taxation provisions by contractor/vendor including their personnel or such third party, shall be recovered from the amounts payable to the Contractor/vendor.

TERMS & CONDITIONS ANNUAL MAINTENANCE CONTRACT (AMC)

a. Bidder shall quote for the Post Warranty Annual Maintenance Contract as per scope defined in Material Requisition. Also furnish the year wise Break-up as per the Price Schedule.

b. The AMC Charges quoted in Price Schedule Format shall be inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, all Taxes & Duties and all other incidental charges etc. but excluding Goods & Service tax (GST) which shall be payable extra at actual on Submission of Invoice as per GST rules. Owner will not have any liability, whatsoever, over and above the quoted prices.

c. The payment terms for the AMC- Refer Annexure-I to SPC.

d. The order for AMC will be placed before the expiry of contractual Warranty Period. The price of AMC services will remain firm & fixed for the complete execution of AMC contract. In case there is delay in start of AMC from the date of expiry of warranty period, the charges shall be paid on prorata basis for the duration curtailed from original specified AMC period.

e. CPBG- Refer Annexure-I to SPC.

f. Periodic and Preventive maintenance: Vendor shall depute their engineers to installation site as & when required for regular checkups, as part of periodic maintenance. Vendor shall also depute their service engineers periodically for preventive maintenance, major repairs / replacement and reporting. Price shall also include emergency visits as necessary.

g. Scope of AMC shall be as per MR. The quoted lumpsum rate shall include providing all manpower, machineries and materials required to carry out the work as per scope of work of AMC defined in the MR.

Bidder's Acceptance:

RFQ No. :

Item :

Offer No. :

Signature with Name & Date and

Seal/Stamp of the Bidder

TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS SERVICES BY FOREIGN BIDDER

Foreign bidder may source components / sub-supplies and services from India, if allowed as per Material Requisition. For such sub-supplies / services, Commercial Terms & Conditions of the RFQ shall stand modified to the following extent:

1. **PRICING:**

   1.1 Unit and total price on FOT Despatch Point basis including packing and forwarding charges.

   1.2 Details of Taxes and duties (rates) payable extra on the finished goods, applicable on Indian sub suppliers.

   1.3 Separate and clear break-up of charges for inland transportation is to be quoted by the bidder.

   1.4 Materials if ordered against the RFQ are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company.

   1.5 Transit insurance of Indian sub supplies shall be borne and arranged by the NRL.

2. **CURRENCY OF QUOTE:**

   The quoted price of sub-supplies/ services shall be in Indian Rupees only.

3. **AWARD OF ORDER:**

   Foreign Principal shall be the single point responsible Vendor and separate order to Indian sub-supplier for Indian sourced supply/site work/site services in INR shall be issued with suitable interlinking clause.

4. **DELIVERY:**

   The delivery period for sub-supplies shall be on FOT site basis within specified delivery period for foreign bidder as per Terms of RFQ/Bidding document.

5. **PRICE REDUCTION SCHEDULE:**

   PRS shall be applicable in totality on foreign scope + Indian sourced component / site work for delay in supply of goods/ site work either by foreign principals or Indian counterpart.

6. **PAYMENT TERMS:**

   Refer Annexure-I to SPC

7. **CONTRACT PERFORMANCE BANK GUARANTEE:**

   7.1 Foreign principal shall submit the Contract performance bank guarantee for 3% of total order value including value of foreign portion and Indian sourced components/ services.

   7.2 For arriving the BG values in single foreign currency, the Indian supply portion shall be converted into equivalent USD/ EURO/ JPY/ SGD / GBP (as applicable) by considering SBI Bill Selling rate of foreign exchange published on the day of opening of the Price Bids.

TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / TRAINING AT SITE

1. Bidder shall quote per diem charges which shall include lodging, boarding, medical, local transport, all insurances including Bidder's personnel and third party insurance, all other incidental charges and all taxes & duties except Goods & Service tax (GST) (for bidders registered in India) which shall be quoted extra and shall be payable against submission of Invoice as per GST tax rules.
2. Taxes as per Government policy shall be deducted at source by Purchaser while making payments against each invoice.
3. For Foreign Bidders : To & fro air fare by economy class through most economical route preferably by Air India and/or AC 2 Tier by Train Fare(*) within India nearest to site *(Nearest International Airport :-Kolkata/Guwahati, Nearest Railhead :- Kolkata)*, will be reimbursed at actual. Local transportation in bidder's country shall be to bidder's account.
   (*)In case a bidder travel's by any other mode of transport, the payment shall be made against documentary evidence subject to maximum of AC 2 Tier train fare.
4. For Indian Bidders: To & fro air fare by economy class through most economical route preferably by Air India and/or AC 2 Tier by Train Fare(*) nearest to site *(Nearest International Airport :-Kolkata/Guwahati, Nearest Railhead :-Kolkata)*, will be reimbursed at actual.
   (*)In case a bidder travel's by any other mode of transport, the payment shall be made against documentary evidence subject to maximum of AC 2 Tier train fare.
5. Per diem charges shall be payable from the day bidder's person reaches site upto the day he leaves the site. No payment will be made for travel days/period.
6. In case bidder's representative is not called for during Intervening weekly off/Holidays, the same shall be payable at the normal rate of site services. However, in case Seller's representative is called at site during weekly off/Holiday, the same shall be paid @ overtime rate quoted extra by bidder.
7. In case bidder's representative takes leave, per diem charges for that day shall not be payable.
8. Working hours prevailing at site, normally 8 hours/day - Monday through Saturday and holidays as applicable to Purchaser's site personnel shall apply.
9. Selection of Foreign/ Indian supervisory personnel shall be left to Owner's/Purchaser's choice.
10. Vendor's supervisory personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.
11. A notice period of 15 days will be given for mobilization of supervisory personnel for supervision of erection.
12. Validity period of per diem rate shall be upto the end of guarantee period. Further, in case services for supervision are required after the guarantee period, 8% annual escalation shall be applicable.
13. Payment: Refer Annexure-I to SPC.
14. Requirement of Employment Visa for Foreign Nationals- Refer SPC.

Bidder's Acceptance:

RFQ No. :
Item :
Offer No. :

Signature with Name & Date and
Seal/Stamp of the Bidder

TERMS & CONDITIONS FOR INSTALLATION/ SITE WORK (in supply items)

1. The Bidder shall perform their jobs in eco-friendly manner and in consonance with the objectives of NRL / EIL.

2. Construction / erection work for several other project facilities at various locations within refinery site will be progressing concurrently. It will be the responsibility of Bidder to seek approvals from NRL/EIL for working within & outside the refinery limits including gate pass for their manpower and construction equipments etc. and also of taking all suitable safety measures as per regulations in force for the safety of existing refinery.

3. The material shall be collected by the Bidder from NRL's stores/ Project Site/ Bidder's own stores (as the case may be) and transported to the erection site at Bidder's own cost and risk.

4. All labour (both skilled and unskilled), tools, tackles and consumables, shall be arranged by Bidder at his own cost.

5. Bidder shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees/staff at their own cost and abide by all labour laws, safety codes and statutory regulations and keep EIL/NRL indemnified in respect thereof.

6. Though insurance for the project for permanent incorporation of material and services shall be covered by NRL under Marine cum Erection Insurance policy. However, supplier / sub-contractor shall take insurances as per international practice including but not limited to the following:

   a. Workman's compensation insurance, covering all employees of supplier / Sub-contractor and their personnel for statutory benefits as set out and required by law (Indian in the area of operation or area in which supplier / sub-contractor may become legally obliged to pay benefits for bodily injury or death.

   b. Transit / Travel insurance and Medical insurance.

   c. Insurance against fire, theft, damages and loss of all property owned by supplier / sub-contractor at the construction site.

   d. Group Personnel Accident insurance covering supplier/sub-contractor's employees, not otherwise already covered under above, operating from project site as per supplier / sub-contractor's established practices.

   e. Cover against all risk for the materials issued by EIL/NRL.

   f. Bidder shall be working at NRL's site along with agencies that will be engaged in the other activities. For this purpose the third party risk shall also be covered by Bidder.

7. The Bidder is responsible for keeping his work place neat and clean and shall always avoid scattering of any materials around the work place. The Bidder shall clear the work site of all debris, materials, tools, tackles etc. immediately upon completion of the job. Any temporary Line/cables etc. laid for the purpose of execution of a particular job shall be immediately removed to an agreed location and the site cleared off all such materials.

8. The Bidder shall not throw out gaskets, used electrode pieces, hand gloves, cotton wastes, gunny bags, polythene bags etc. into open channel, any drains or pipe line system. These are to be collected together and deposited in bins/waste collectors earmarked for the purpose of disposal after consultation with Engineer-in-Charge. Disposal of surplus earth/ debris/rocks shall be outside the plant boundary.

9. LAND FOR FOR SITE OFICE AND RESIDENTIAL ACCOMODATION

The land shall be allocated by Owner to the Bidder free of Charge limited to the area required for temporary site office. Additional land (if required by Bidder) over and above the allocated land shall have to be arranged by the Bidder at their own cost.

No land shall be provided for accommodation purposes to the Bidder, or the purposes of any Bidder's personnel.

The sub-contractor shall remove all temporary buildings/ facilities etc. immediately after completion of works in all respects.

10. CONSTRUCTION POWER, WATER, LAND FOR FABRICATION YARD CONSTRUCTION

i. Construction Power & Water:

Construction Water

The Contractor shall make his own arrangements of construction as well as drinking water & testing water at his own cost. Water used for the construction/ testing activities shall meet the necessary requirements as laid down in specifications. Required mandatory tests shall be carried out as per specifications.

Subject to availability, Construction water shall be provided by the Owner on free of cost basis for work inside the Refinery Complex. However, in case the Owner is not able to provide construction water due to any reason whatsoever, the Contractor shall be responsible for making all arrangements for Construction water at his own cost. Any statutory requirements/ documentation etc. to this effect shall be met by the Contractor.

However, in case of non-availability of above due to any reasons, Contractor shall be responsible for making all arrangements for construction water at his cost. Any statutory requirements/documentation etc. to this effect shall also be met by the Contractor.

Non-availability of water due to any reason shall not entitle the Contractor for any claim against OWNER/EIL on account of cost and time implications.

Construction Power

The Contractor shall make his own arrangements for Construction Power required for carrying out the scope of works as per Bidding Document.

Subject to availability, construction power shall be provided by the Owner inside the Refinery complex from the nearest Substation / tapping point on free of cost basis upto a maximum power consumption of 400 KVA. If during the execution stage, the Contractor requires more construction power from Owner, then the same shall be on chargeable basis @ Rs. 9.00 per KW Hour.

However, in case OWNER is not able to provide construction power, Contractor shall be responsible for making all arrangements for construction power at his cost. Any statutory requirements/documentation etc. to this effect shall also be met by the Contractor.

Further, non-availability of construction power or due to any other reasons shall not entitle the Contractor for any claim against OWNER on account of time and cost implications. Therefore, the Contractor shall within the contract price make alternative arrangements to cope with such eventuality.

Additional power, if required, to meet the contractual requirements, shall be arranged by the Contractor at its own cost.

OWNER shall recover the cost of power supply every month at prevailing rate (without prejudice to any other mode of recovery available to OWNER) by deduction from the Contractor's bills. The energy meter to be installed by the Contractor shall be tested and certified by State Electricity Board or any other agency approved by OWNER/ EIL.

ii. Owner is in the process of acquiring Tea Garden Land adjacent to northern boundary wall of the refinery having access from inside the refinery site. The land required for setting up of temporary facilities for Fabrication Yard (including blasting & painting), Storage Area, Warehouses and Laydown area will be provided at free of cost in the above site after removing the tea bushes by the Owner Depending on the availability. The required construction water, power will be provided by the Owner at a single point near the TCF.

iii. Additional Land (if required) for setting up of temporary facilities like Batching Plant, Labour Hutments etc., shall be arranged by Contractor at their-own cost outside the Refinery Premises. All the infrastructure arrangements in connection with these facilities including Water, Power and Security Arrangements etc. shall be in the scope of Contractor without any extra cost to Owner.

11. All Cranes, handling equipment etc. as required, shall be arranged by bidder at his own cost.

12. As per the applicable Factory Act, the Labour License, if required, shall be taken by Bidder before starting the works.

13. All necessary compliances to various statutory requirements including Factories Act, Labour Welfare legislations, PF & ESI etc. shall be bidder's responsibility.

14. Necessary tax registrations etc., if any, shall be bidder's responsibility.

15. The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per EIL specification no. 6-82-0001, OISD Guidelines 192 and OISD Guidelines 207, enclosed.

16. The Contractor shall adhere & comply with the requirements as per NRL USER MANUAL on E-WORK PERMIT SYSTEM & applicable Job Safety plan, enclosed.

17. It shall be bidder's responsibility to comply with all rules and regulations in force at construction site.

18. Surplus material, if any, after completion of site work, shall not be allowed to be taken out of the NRL site premises if Owner has paid for the surplus materials.

19. Contractor to follow the appropriate system for movement of equipment/ materials/ items inside refinery area. Format for Indemnity Bond is enclosed.

Enclosures:

i. Standard Specification for Health, Safety & Environmental (HSE) Management at Construction Sites Doc. No. 6-82-0001
ii. OISD Guidelines 192
iii. OISD Guidelines 207
iv. NRL USER MANUAL on E- WORK PERMIT SYSTEM
v. Job Safety plans (JSP1 to JSP10)

निर्माण स्थल पर स्वास्थ्य, सुरक्षा एवं पर्यावरण प्रबंधन हेतु मानक विनिर्देश

STANDARD SPECIFICATION FOR HEALTH, SAFETY & ENVIRONMENTAL MANAGEMENT AT CONSTRUCTION SITES

Rev. No.	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
2	18/04/2023	REVISED & UPDATED	BT	RK	JPV	SM
1	07/06/2022	REVISED & UPDATED	BT	RK	JPV	SM
0	23/12/2020	REVISED & UPDATED	BT	RK	AKK	S Mazumdar

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Abbreviations:

AERB	:	Atomic Energy Regulatory Board
ANSI	:	American National Standards Institute
BARC	:	Bhabha Atomic Research Centre
BS	:	British Standard
BOCW	:	Building and other construction workers
BOO/BOOT	:	Build, Own, Operate/Build, Own, Operate, Transfer
EIL	:	Engineers India Limited
EIC	:	Engineer In charge
ELCB	:	Earth Leakage Circuit Breaker
EPC	:	Engineering, Procurement and Construction
EPCC	:	Engineering, Procurement, Construction and Commissioning
ESI	:	Employee State Insurance
GCC	:	General Conditions of Contract
GM	:	General Manager
GTAW	:	Gas Tungsten Arc Welding
HOD	:	Head of Department
HSE	:	Health, Safety & Environment
HIRAC	:	Hazard, Identification Risk Assessment & Control
HMV	:	Heavy Motor Vehicle
HV	:	High Voltage
IS	:	Indian Standard
ISO	:	International Organization for Standardization
IE	:	Indian Electricity
LTI	:	Lost Time Injuries
LMV	:	Light Motor Vehicle
LOTO	:	Lock Out & Tag Out
LPG	:	Liquefied Petroleum Gas
LSTK	:	Lump Sum Turn Key
MV	:	Medium Voltage
OH&S	:	Occupational Health and Safety
OISD	:	Oil Industry Safety Directorate
PPE	:	Personal Protective Equipment
PUC	:	Pollution Under Control
RC	:	Registration Certificate
RCCB	:	Residual Current Circuit Breaker
RCM	:	Resident Construction Manager or Site-in-Charge, as applicable
SCC	:	Special Conditions of Contract
SLI	:	Safe Load Indicator
SWL	:	Safe Working Load
TPI	:	Third Party Inspection
TBT	:	Tool Box Talks

Construction Standards Committee

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1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied by Contractors/Vendors including their sub-contractors/sub vendors during construction.

This specification is not intended to replace the necessary professional judgment needed to design & implement an effective HSE system for construction activities and the contractor is expected to fulfill HSE requirements in this specification as a minimum. It is expected that contractor shall implement best HSE practices beyond whatever are mentioned in this specification.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act(s)/ Legislations, General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Job (Technical) Specifications. Where different documents stipulate different requirements, the most stringent shall apply.

2.0 REFERENCES

The document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers Act, (Refer Appendix-D)
- Indian Factories Act,(Refer Appendix-D)
- Job (Technical) specifications
- Relevant International/ National Codes (refer Appendix-A for standards/codes on HSE)
- Relevant State & National Statutory requirements.
- Operating Manuals Recommendation of Manufacturer of various construction Machineries
- Occupation Health and Safety Management System (OHSAS 18001:2007/ISO 45001) and Environmental Management System (ISO 14001:2015)

3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENTAL (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS

3.1 Management Responsibility

3.1.1 HSE Policy & Objectives

The Contractor should have a documented and duly approved HSE policy &objectives to demonstrate commitment of their organization to ensure health, safety and environmental aspects in their line of operations.
The Contractor's senior management shall provide strong visible leadership and continuously demonstrate commitment to develop, operate and maintain, review and continually improve a HSE culture at site which empowers individuals to take responsibility for their safety and embrace and accept nothing but responsible HSE behaviour.
Contractor shall refer in clause No. 3.3.23 for Key Performance Indicator (KPI).

3.1.2 Management System

The HSE management system of the Contractor shall cover the HSE requirements & commitments to fulfill them, including but not limited to what have been specified under clauses 1.0 and 2.0 above. The Contractor shall obtain the approval of its site specific HSE Plan from EIL/ Owner prior to commencement of any site works. Corporate as well as Site management of the Contractor shall ensure compliance of their HSE Plan at work sites in its entirety in true spirit.

3.1.3 Indemnification

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Contractor shall indemnify & hold harmless, Owner/EIL & their representatives, free from any and all liabilities arising out of non-fulfillment of HSE requirements or its consequences.

3.1.4 Deployment &Qualifications of Safety Personnel

The Contractor shall designate/deploy various categories of HSE personnel at site as indicated below insufficient number. In no case, deployment of safety Supervisor / Safety Steward shall substitute deployment of Safety Officer / Safety Engineer what is indicated in relevant statute of BOCW Act i.e. deployment of safety officer/Safety Engineer is compulsory at project site. The Safety supervisors, Safety stewards/Observer etc. would facilitate the HSE tasks at grass root level for construction sites and shall assist Safety Officer /Engineers.

Contractor shall appoint safety personnel as given below for every work shift:

(i) Safety Observer/Steward: Contractor shall depute one Safety Observer/Steward for every 100 workers or part thereof

(ii) Safety Supervisor: In addition to above(i), contractor shall depute one Safety Supervisor for every 250 workers or part thereof

(iii) Safety Engineer: In addition to above (i&ii), one safety engineer/ officer for every 1000 workers or part thereof.

Contractor shall intimate/obtain prior permission from EIC before demobilizing any safety personnel. The Contractor shall mobilize suitable safety personnel as replacement.

a) Safety Steward/Observer

As a minimum, he shall possess class XII pass certificate and trained in fire-fighting as well as in safety/occupational health related subjects, with minimum two year of practical experience in construction work environment and should have adequate knowledge of the local language spoken by majority of the workers at the construction site.

b) Safety Supervisor

As a minimum, he shall possess a recognized graduation Degree in Science (with Physics & Chemistry) or a Diploma in Engg. Or Tech. with minimum Two years of practical experience in construction work environment and should possess requisite skills to deal with construction safety & fire related day-to-day issues.

c) Safety Officer / Safety Engineer

Safety Officer/Engineer should possess following qualification & experience:

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(i) Recognized degree in any branch of Engg. or Tech. or Architecture with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than two years, **or** possessing recognized diploma in any branch of Engg. or Tech with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than five years.

(ii) Recognized degree or one year diploma in Industrial safety(from any Indian Institutes recognized by AICTE or State Council of Tech. Education of any Indian State/Union territory) with at least one paper in construction safety (as an elective subject).

(iii) Preferably have adequate knowledge of the language spoken by majority of the workers at the construction site.

Alternately

(i) Person possessing Graduation Degree in Science with Physics **or** Chemistry and degree or one year diploma in Industrial Safety (from any Indian institutes recognized by AICTE or State Council of Tech. Education of any Indian State/ Union Territory) with practical experience of working in a building, plant or other construction works (as Safety Officer, in line with Indian Factories Act, 1948) for a period of not less than five years, may be considered as Safety Officer.

d) HSE In-Charge

In case there is more than one Safety Officer at any project construction site, one of them, who is senior most by experience (in HSE discipline), may be designated as HSE In-Charge. Duties & responsibilities of such person shall be commensurate with that of relevant statute and primarily to coordinate with top management of EIL/Client and contractors.

In case the statutory requirements i.e. State or Central Acts and / or Rules as applicable like the Building and Other Construction Workers' Regulation of Employment and Conditions of Service- Act,1996 or State Rules (wherever notified), the Factories Act, 1948 or Rules (wherever notified), etc. are more stringent than above clarifications, the same shall be followed.

Contractors shall ensure physical availability of safety personnel at the place of specific work location, where Hot Work Permit is required/granted. No work shall be started at any of the project sites until above safety personnel & concerned Site Engineer of Contractor are physically deployed at site. The Contractor shall submit a HSE Organogram clearly indicating the lines of responsibility and reporting system and elaborate the responsibilities of safety personnel in their HSE Plan.

Upon fulfilling the basic requirement of qualification and relevant experiences, the performance of contractor HSE personnel's is to be monitored.

The good performing contractor's HSE personnel at site shall be rewarded upon assessment of performance by EIL/Owner. The non-performing HSE personnel shall be counselled by EIL/Owner & suitable action may be taken for suspension from site for 3-6 days. Contractor shall arrange training for non performing HSE personnel.

HSE In –Charge of the contractor shall be given the status at par with the other heads of department and shall report to Head of Project.

The Contractor shall verify & authenticate credentials of such safety personnel and furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel as above for EIL/Owner's approval, at least 1 month before the mobilization. The Contractor, whenever required, shall arrange submission of original testimonials/certificates of their Safety personnel, to EIL/Owner (for verification/scrutiny, etc.)

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Imposition/ Realization of penalty shall not absolve the Contractor from his/her responsibility of deploying competent safety officer at site.

Adequate planning and deployment of safety personnel shall be ensured by the Contractor so that field activities do not get affected because of non-deployment of competent & qualified safety personnel in appropriate numbers.

3.1.5 **Implementation, Inspection/Monitoring**

a) The Contractor shall be fully responsible for planning, reporting, implementing and monitoring all HSE requirements and compliance of all laws & statutory requirements.

b) The Contractor shall also ensure that the HSE requirements are clearly understood & implemented conscientiously by their site personnel at all levels at site.

c) The Contractor shall ensure physical presence of their field engineers / supervisors, during the continuation of their contract works / site activities including all material transportation activities. Physical absence of experienced field engineers / supervisors of Contractor at critical work spot during the course of work may invite halting / stoppage of work.

d) The Contractor shall regularly review inspection report internally and implement all practical steps / actions for improving the status continuously.

e) Contractor skilled workmen like riggers, scaffold erectors, welders, crane operators etc. should have sufficient past experience and skill on the relevant job.

f) The Contractor shall ensure important safety checks right from beginning of works at every work site locations and to this effect format No. HSE-10 "Daily Safety Check List" shall be prepared by field engineer & duly checked by safety personnel for conformance.

g) The Contractor shall carry out inspection to identify various unsafe conditions of work sites/machinery/equipment's as well as unsafe acts on the part of workmen/supervisor/engineer while carrying out different project related works.

h) Adequate records for all inspections shall be maintained by the Contractor and the same shall be furnished to EIL/Owner, whenever sought.

i) To demonstrate involvement/commitment of site management of Contractor, at least one Monthly Safety Walk through in a month shall be carried out by Contractor's head of site (along with his area manager/field engineers)and a report shall be furnished to EIL/Owner as per format No: HSE-1" Safety walk through report" followed by compliance for unsatisfactory remarks.

j) As a general practice lifting tools/tackles, machinery, accessories etc. shall be inspected, tested and examined by competent person(approved by concerned State authorities) before being used at site and also at periodical interval (e.g. during replacement, extension, modification, elongation/reduction of machine/parts, etc.) as per relevant statutes. Hydraulic Mobile Crane, cranes, lifting machinery, mobile equipment's/ machinery/ vehicles, etc. shall be inspected regularly by only competent / experienced personnel at site and requisite records for such inspections shall be maintained by contractor. Contractor shall also maintain records of maintenance of all other site machinery (e.g. generators, rectifiers, compressors, cutters, etc.) & portable tools/equipment's being used at project related works (e.g. drills, abrasive wheels, punches, chisels, spanners, etc.).The Contractor shall not make use of arbitrarily fabricated 'derricks' at project site for lifting/ lowering of construction materials.

k) Site facilities /temporary. installations, e.g. batching plant, cement godown, DG-room, temporary electrical panels/distribution boards, shot-blasting booth, fabrication yards, etc. and site welfare facilities, like labour colonies, canteen/pantry, rest-shelters, motor cycle/bicycle-shed, First-aid centers, urinals/toilets, etc. should be periodically inspected by Contractor (preferably utilizing HR/Admin. personnel to inspect site welfare facilities) and records to be maintained.

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3.1.6 **Behaviour Based Safety**

a) The contractor shall develop a system to implement Behavior-Based Safety (BBS) through which work groups can identify, measure and change the behaviors of employees and workers towards construction safety aspects.

b) The BBS process shall include the following:
- Identify the behaviors critical to achieve required safety performance.
- Communicate the behaviors and how they are performed correctly byall
- Observe the work force and record safe/at risk behaviors. Intervene with workers to give positive reinforcement when unsafe behaviors are observed. Provide coaching/correction when at risk behaviors are observed
- Collect and record observation data
- Summarize and analyze observation data
- Communicate observation data and analysis results to all employees
- Provide recognition or celebrate when safe behavior improvements occur
- Change behaviors to be observed or change activators or change consequences as appropriate.
- Communicate any changes to workforce

c) Contractor through its own HSE committee shall implement the above process.

d) The necessary procedures and Monthly reporting formats shall be developed by the contractor for approval by EIL/Owner.

e) The HSE committee of contractor shall observe individual's behavior for safe practices adapted for utilization/execution of work for followings a minimum:-
- PPE
- Tools & equipment's
- Hazard Identification & control
- House keeping
- Confined space entry
- Hot works
- Excavation
- Loading & unloading
- Work at height
- Stacking & storage
- Ergonomics

f) EIL/Owner and Contractor's site staff at all levels shall monitor the behavior of contractor employees that create and/or contribute to the unsafe situations at work place.

g) Contractor shall arrange Behavior Based safety (BBS) training of their employees at site on yearly basis.

3.1.7 **Awareness and Motivation**

a) The Contractor shall promote and develop awareness on Health, Safety and Environmental protection among all personnel working for the Contractor.

b) The contractor shall display safety statistics board at all prominent location .Also shall provide dedicated notice board for displaying of safety alerts or any other safety related notices for awareness site workforces.

c) Regular awareness programs and fabrication shop/work site meetings at least on monthly basis shall be arranged on HSE activities to cover hazards/risks involved in various operations during construction.

d) Contractor's workmen & supervisory staff shall participate in common Tool Box Meeting as & when organized/required at site to avoid any incident/accident or occupational disease arising out of multidisciplinary jobs/activities being performed by various contracting agencies in the same location at different elevation.

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e) Contractor to motivate & encourage the workmen & supervisory staff by issuing/ awarding them with tokens/ gifts/ mementos/ monetary incentives/ certificates etc. The motivational program shall be organized on regular basis.

f) Contractor shall assess & recognize the behavioral change of its site engineers / supervisors periodically and constantly motivate / encourage them to implement HSE practices at project works

g) Life Saving Rules (refer Appendix-I for details) are to be displayed at prominent location of site.

3.1.8 **Fire Prevention & First-Aid**

The Contractor shall deploy First aider & suitable First-aid measures such as First Aid Box (Refer Appendix-B for details), stand-by Emergency Vehicle. Additionally separate ambulance with trained personnel/male or female nurse to administer First Aid shall be provided by the Contractor beyond deployment of 500 workmen during day/night working hours.

a) The Contractor shall arrange installation of fire protection measures such as adequate number of steel buckets with sand & water and adequate number of appropriate portable fire extinguishers (Refer Appendix-C for details) to the satisfaction of EIL/Owner.

b) The Contractor shall arrange EMERGENCY MOCK DRILL like fire, bomb threat, gas leakage, earth quake, etc. at each site at least once in three months, involving site workmen and site supervisory personnel & engineers. The Contractor shall maintain record of such mock drills at project site.

c) The contractor shall require to tie-up with the hospitals located in the neighborhood for attending medical emergency.

3.1.9 **Documentation**

The Contractor shall evolve a comprehensive, planned and documented system covering the following as a minimum for implementation and monitoring of the HSE requirements and the same shall be submitted for approval by owner/EIL.

- HSE Organogram
- Site specific HSE Plan
- Safety Procedures, forms and Checklist. Indicative list of HSE procedures is attached as Appendix :H
- Inspections and Test Plan
- Risk Assessment & HIRAC for critical works.
- HIRAC Register as per Format no: HSE-19 to identify, assess, analyze & mitigate the construction hazards& incorporate relevant control measures before actually executing site works.
- Environmental Aspect Impact Register as per Format no: HSE-18 (identify, assess, analyze & mitigate the environmental impact & incorporate relevant control measures).
- Legal Register to identify and comply to all applicable HSE related legal requirements.

The monitoring for implementation shall be done by regular inspections and compliance of the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/office, if applicable. However, compliance of HSE requirements shall be the responsibility of the Contractor. Any review/approval by EIL/Owner shall not absolve contractor of his responsibility/liability in relation to fulfilling all HSE requirements.

3.1.10 **Audit**

Safety Audit shall be conducted at initial stage by EIL/Owner to understand the readiness to start the job after mobilization of contractor's RCM at site& Suitable action shall be taken by contractor to comply the audit observation(s).

The Contractor shall submit an Audit Plan to EIL/Owner indicating the type of audits covering following as minimum:

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a) Internal HSE audits regularly on six monthly basis by engaging internal qualified auditors (viz. safety officers/Construction personnel having 5years experience in construction safety and Lead Auditor Course: OHSAS 18001/ISO 45001 certification).However, minimum two internal HSE audit will have to be conducted irrespective of time period of the contract.

b) External HSE audits regularly on yearly basis by engaging authorized auditing agencies (viz. National Safety Council etc.)or qualified external auditors (viz safety officers/Construction personnel having 10years experience in construction safety and Lead Auditor Course: OHSAS 18001/ISO 45001certification). However, minimum one external HSE audit will have to be conducted irrespective of time period of the contract.

c) EIL/Owner may participate in Opening and closing meeting of external audits and provide inputs to the external auditor. Outcome of external audit shall be discussed during HSE Meeting with EIL/Owner.

All HSE shortfalls/ non-conformances on HSE matters brought out during review/audit, shall be resolved forthwith(generally within a week) by Contractor& compliance report shall be submitted to EIL/Owner.

In addition to above audits by contractor, the contractor's work shall be subjected to HSE audit by EIL/Owner at any point of time during the pendency of contract. The Contractor shall take all actions required to comply with the findings of the Audit Report and issue regular Compliance Reports for the same to OWNER/ EIL till all the findings of the Audit Report are fully complied.

Failure to carry-out HSE Audits& its compliance (internal & external) by Contractor, shall invite penalization.

3.1.11 **Meetings**

i. The Contractor shall ensure participation of his top most executive at site (viz. Resident Construction Manager / Resident Engineer/ Project Manager / Site-in-Charge) along with safety officer in Safety Committee/HSE Committee meetings arranged by EIL/Owner usually on monthly basis or as and when called for. In case Contractor's top most executive at site is not in a position to attend such meeting, he shall inform EIL/Owner in writing before the commencement of such meeting indicating reasons of his absence and nominate his representative – failure to do so may invite very stringent penalization against the specific Contractor, as deemed fit as per Contract. The obligation of compliance of any observations during the meeting shall be always time bound. The Contractor shall always assist EIL/Owner to achieve the targets set by them on HSE management during the project implementation.

ii. In addition, the Contractor shall also arrange internal HSE meetings chaired by his top most executive at site on fortnightly basis and maintain records. Such internal HSE meetings shall essentially be attended by field engineers / supervisors including safety personnel of the Contractor and its associates. Records of such internal HSE meetings shall be maintained by the Contractor for review by EIL/Owner or for any HSE Audits.

iii. Agenda of internal HSE meeting should broadly cover: -

a) Confirmation of record notes /minutes of previous meeting
b) Discussion on outstanding subjects of previous points / subjects, if any
c) Incidents / Accidents (of all types) at project site, if any
d) Current topics related to site activities / subjects of discussion
e) House keeping
f) Behavioral Safety
g) Information / views / deliberations of members / site sub-contractors
h) Report from Owner / Client
i) Status of Safety awareness, Induction programs & Training programs

The time frame for such HSE meeting shall be religiously maintained by one and all.

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3.1.12 Intoxicating drinks & drugs and smoking

a) The Contractor shall ensure that his staff members & workers (permanent as well casual) shall not be in a state of intoxication during working hours and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force.

b) The Contractor shall not allow any workman to commence any work at any locations of project activity who is/are influenced / effected with the intake of alcohol, drugs or any other intoxicating items being consumed prior to start of work or working day.

c) Awareness about local laws on this issue shall form part of the Induction Training and compulsory work-site discipline.

d) The Contractor shall ensure that all personnel working for him comply with "No-Smoking" requirements of the Owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances as well as intoxicating drugs, dry tobacco powder, etc. shall not be allowed inside the project / plant complex.

e) Smoking shall be permitted only inside smoking booths, if any, exclusively designated & authorized by the Owner/EIL.

3.1.13 Penalty

The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliances and also for repeated failure in implementation of any of the HSE provisions, EIL/Owner may impose stoppage of work without any cost & time implication to the Owner and/or impose a suitable penalty.

The amount of penalty to be levied against defaulted Contractor shall be up to a cumulative limit of

2.0% (Two percent) of the contract value for Item Rate or Composite contracts with an overall ceiling of 1,00,00,000(Rupees One Crore).

0.5% (Zero decimal five percent) of the contract value for LSTK, OBE, EPC,BOO/BOOT, EPCC or Package contracts with an overall ceiling of 10,00,00,000(Rupees Ten Crores.)

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stop-work-instruction and imposition of penalty shall rest with EIL/Owner. The same shall be binding on the Contractor. Imposition of penalty does not make the Contractor eligible to continue the work in unsafe manner.
The amount of penalty applicable for the Contractor on different types of HSE violations is specified below:

Sl. No.	Violation of HSE Norms	Penalty Amount
1.	For not using personal protective equipment like Helmet, Safety Shoes, and other safety gadgets as applicable as per nature of work.	Rs.500/- per day/Item / Person
2.	Working without Work Permit/Clearance	Rs.20,000/- per occasion
3	Execution of work without deployment of requisite field engineer / supervisor at work spot	Rs.5,000/- per violation per day
4.	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire/cables on the roads, electrical jobs by incompetent person, etc.)	Rs.10,000/- per item per day

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Sl. No.	Violation of HSE Norms	Penalty Amount
5.	Working at height without full body harness, using non-standard/ rejected scaffolding and not arranging fall protection arrangement as required, like hand-rails, life-lines, Safety Nets etc.	Rs.10,000/- per case per day
6.	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, and not keeping cylinders vertical during storage/handling, not using safety cap of cylinder).	Rs.1,000/- per item per day
7.	Use of domestic LPG for cutting purpose / not using flash back arresters on both the hoses/tubes on both ends.	Rs.5,000/-per occasion
8.	No fencing/barricading of excavated areas / trenches.	Rs.5,000/- per occasion
9.	Not providing shoring/strutting/proper slope and not keeping the excavated earth at least 1.5M away from excavated area.	Rs.5,000/-per occasion
10.	Non display of scaffold tags, caution boards on erected scaffolds.	Rs.1,000/- per occasion per day
11.	Traffic rules violations like over speeding of vehicles, rash driving, talking on mobile phones during vehicle driving, wrong parking, not using seat belts, vehicles not fitted with reverse horn / warning alarms / flicker lamps during foggy weather.	Rs.3,000/-per occasion per day
12.	Absence of Contractor's RCM/SIC or his nominated representative (prior approval must be taken for each meeting for nomination) from site HSE meetings whenever called by EIL/Owner& failure to nominate his immediate deputy for such HSE meetings.	Rs.10,000/- per meeting
13.	Failure to maintain HSE records by Contractor Safety personnel, in line with approved HSE Plan/Procedures/Contract specifications.	Rs.10,000/- per month
14.	Failure to conduct daily site safety inspection (by Contractor's Site Engineer &safety officer), internal HSE meeting, internal HSE Awareness/Motivation Program and Site HSE Training at predefined frequencies (as approved in HSE Plan).	Rs.10,000/- per occasion
15.	Failure to fill online/submit the monthly HSE report by 5th of subsequent month to Engineer-in-Charge/ Owner	Rs10,000/-per occasion and Rs.1,000/-per day of further delay
16.	Poor House Keeping	Rs.5,000 /- per occasion per subject
17.	Failure to report &follow-up accident (including Near Miss) reporting system within specific time-frame.	Rs.20,000/- per occasion
18.	Degradation of environment (not confining toxic spills, spilling oil/lubricants onto ground)	Rs.10,000/- per occasion

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Sl. No.	Violation of HSE Norms	Penalty Amount
19.	Not medically examining the workers before allowing them to work at height / to work in confined space / to work in shot-blasting / to work for painting / to work in bitumen or asphalt works, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.5,000/- per occasion per worker
20.	Violation of any other safety condition as per job HSE plan / work permit and HSE conditions of contract (e.g.using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-availability of First-Aid box at site, not providing dead man handle switch for blasting, whiplash arrestor for the compressor line, not using hood with respiratory devices by blaster for shot//grit blasting, etc.)	Rs.5,000/- per occasion
21.	Penalty for non-deployment of ambulance in case of man-power more than 500 or not providing dedicated emergency vehicle in case of man-power less than 500.	Rs.3,000 per day
22.	Failure to carry-out Safety audit in time (internal & external),close-out of identified shortfalls of Observations of Safety Aspects(OSA),etc.	Rs.20,000/- per occasion (for internal audit &OSA). Rs.30,000/-per occasion for external audit
23.	Carrying out sand blasting instead of grit/shot blasting	Rs.50,000/- per day
24.	Failure to deploy adequately qualified and competent Safety Officer	Rs.10,000/- per day per Officer
25.	Utilization of Hydraulic Mobile Crane /back-hoe loader for material shifting or any other unauthorized /unsafe lifting works	Rs.25,000/- per occasion
26.	Any Fatal Accident	Rs.10,00,000/-per fatality
27.	Any violation not covered above	To be decided by EIL/Owner.

Note: Penalty amount deducted from the contractor shall be utilized by owner/EIC for the promotion of the safety during the currency of the project.

The Contractor shall make his field engineers/supervisors fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements. Safety lapses / defects of project construction site shall be attributable to the concerned job supervisor / engineer of the Contractor, (who remains directly responsible for safely executing field works). For repeated HSE violations, concerned job supervisor / engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with information to EIL & Owner) by the concerned Contractor.

Contractor shall initiate verbal warning shall be given to the worker/employee during his first HSE violation. A written warning shall be issued on second violation and specific training shall be arranged / provided by the Contractor to enhance HSE awareness/skill including feedback on the mistakes/ flaws. Any further violation of HSE stipulations by the erring individuals shall call

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for his forthright debar from the specific construction site. A record of warnings for each worker/employee shall be maintained by the Contractor, like by punching their cards / Gate passes or by displaying their names at the Project entry gate. Warnings, penalizations, appreciations etc. shall be discussed in HSE Committee meetings by site Head of the Contractor.

3.1.14 **Accident/ Incident investigation**

All accidents/incidents shall be informed to EIL/Owner at least telephonically by Contractor immediately and in writing within 24 hours on Format No. HSE-2 as applicable, by Contractor. Thereafter, a Supplementary Accident/Incident investigation Report on Format No. HSE-3 shall be submitted to EIL/Owner within 72 hours. Near Miss incident(s), Dangerous accidents/incident shall also be reported on Format No. HSE-4 within24 hours. The accident/ incident shall be investigated by a team of Contractor's senior Site personnel (involving Site-in-Charge or at least by his deputy) for establishing root-cause and recommending corrective & preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to EIL/Owner. Owner/EIL shall have the liberty to independently investigate such occurrences and the Contractor shall extend all necessary help and cooperation in this regard. EIL/Owner shall have the right to share the content of this report with the outside world.

3.2 House Keeping

The Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter-alia; the followings:

a) All surplus earth and debris are removed/disposed-off from the working areas to designated location(s).

b) Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identify location(s).

c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).

d) Roads shall be kept clear and materials like pipes, steel, sand, boulders, concrete, chips and bricks etc. shall not be allowed on the roads to obstruct free movement of men & machineries.

e) Fabricated steel structural, pipes & piping materials shall be stacked properly.

f) Water logging on roads shall not be allowed.

g) No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement.

h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.

i) Protective measures to be ensured with projected rebar by suitable means.

j) Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the plant area/ or these materials shall be transported with top surface wet.

k) The contractor shall ensure that the atmosphere in plant area and on roads is free from particulate matter like dust, sand, etc. by keeping the top surface wet for ease in breathing.

l) At least two exits for any unit area shall be assured at all times – same arrangement is preferable for digging pits/ trench excavation/ elevated work platforms/ confined spaces etc.

m) Welding cables and the power cable must be segregated and properly stored and used. The same shall be laid away from the area of movement and shall be free from obstruction.

n) Upkeep/cleaning of site to be carried out on regular basis by the contractor. Contractor shall earmark the area for waste/scrap disposal and ensure that all waste/scrap arising out of the day's work is properly disposed to the earmarked area.

o) Hazardous waste shall be segregated and shall be kept separately at designated place.

p) Contractor shall present the status of housekeeping in HSE meeting.

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The Contractor shall carry-out regular checks (minimum one per fortnight) as per format No. HSE-11 for maintaining high standard of housekeeping and maintain records for the same. The Contractor shall provide supervisor for housekeeping exclusively for management of day-to-day housekeeping activities.

3.3 HSE Measures

3.3.1 Construction Hazards

The Contractor shall ensure identification of all Occupational Health, Safety & Environmental hazards in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out HIRAC specifically for high risk jobs/critical jobs like

a) Working at height (+2.0 Mts height) for cold (incl. colour washing, painting, insulation etc.) & hot works.
b) Work in confined space,
c) Deep excavations &trench cutting (depth > 2.0 mts.)
d) Operation & Maintenance of Batching Plant.
e) Shuttering / concreting (in single or multiple pour) for columns, parapets & roofs.
f) Erection & maintenance of Tower Crane.
g) Erection of structural steel members / roof-trusses / pipes at height more than 2.0 Mts. with or without crane.
h) Erection of pipes (full length or fabricated) at height more than 2.0 Mts. height with Crane of 100T capacity.
i) All lifts using 100T Crane plus mechanical pulling.
j) All lifts using two cranes in unison (Tandem Lifting).
k) Any lift exceeding 80% capacity of the lifting equipment's (Hydraulic Mobile Crane, crane etc.).
l) Laying of pipes (isolated or fabricated) in deep narrow trenches – manually or mechanically.
m) Maintenance of crane / extension or reduction of crane-boom on roads or in yards.
n) Erection of any item at >2.0 Mts. height using 100T crane or of higher capacity
o) Hydrostatic test of pipes, vessels & columns and water-flushing.
p) Radiography jobs (in-plant & open field)
q) Work in Live Electrical installations / circuits
r) Handling of explosives &Blasting operations
s) Demolishing/ dismantling activities
t) Welding/ gas cutting jobs at height (+2.0 Mts.)
u) Lifting/placing roof-girders at height(+2.0 Mts.)
v) Lifting & laying of metallic / non-metallic sheet over roof/structures.
w) Lifting of pipes, gratings, equipment's/vessels at heights (+2.0 Mts.) with & without using cranes
x) Calibration of equipment, instruments and functional tests at yards / work-sites.
y) Operability test of Pump, Motors (after coupling) & Compressors.
z) Cold or Hot works inside Confined Space.
aa) Transportation & shifting of ODC consignments into project areas.
bb) Working in "Charged/Live" elect. Panels
cc) Stress Relieving works (Electrically or by Gas-burners).
dd) Pneumatic Tests
ee) Card board blasting
ff) Grit Blasting activity
gg) Catalyst loading/unloading
hh) Erection/dismantling of scaffolding
ii) Chemical cleaning

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The necessary HSE measures devised shall be put in place, prior to start of an activity &also shall be maintained during the course of works, by the Contractor. Copies of such HIRAC shall be kept available at work sites by the Contractor to enable all concerned carrying out checks / verification.

A list of typical construction hazards along with their effects & preventive measures is given in **Appendix-E.**

3.3.2 Accessibility

h) The Contractor shall provide safe means of access(in sufficient numbers)& efficient exit to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen and EIL/Owner.

i) The Contractor shall implement use of all measures including use of "life line", "fall-arresters", "retractable fall arresters", "safety nets" etc. during the course of using all safe accesses& exits, so that in no case any individual remains at risk of slip & fall during their travel.

j) A ladder or step- ladder must have a level and firm footing, in case of use of fixed ladders, sufficient foot hold and hand hold to be provided.

k) The access to operating plant / project complex shall be strictly regulated. Any person or vehicle entering such complex shall undergo identification check, as per the procedures in force / requirement of EIL/Owner.

l) Accessibility to 'confined space' shall be governed by specific system / regulation, as established at project site.

3.3.3 Personal Protective Equipment (PPEs)

a) The Contractor workmen shall be permitted entry inside the project premises only with proper PPEs.

b) The Contractor shall ensure that all their staff, workers and visitors including their sub-contractor(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head &sweat band with ¾" cotton chin strap (made of industrial HDPE), High ankle safety shoes with steel toe cap and antiskid sole, Coverall, full body harness (CE marked and conforming to EN361), protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications/CE or other applicable international standards. The Contractor shall implement a regular regime of inspecting physical conditions of the PPEs being issued / used by the workmen of their own & also its sub-agencies and the damaged / unserviceable PPEs shall be replaced forthwith.

c) Owner/EIL may issue a comprehensive color scheme for helmets to be used by various agencies. The Contractor shall follow the scheme issued by the owner/EIL and shall choose colour other than white (for Owner) or blue (for EIL). All HSE personnel shall preferably wear dark green band on their helmet or green color safety helmet so that workmen can approach them for guidance during emergencies.HSE personnel shall preferably wear such dresses with fluorescent stripes, which are noticeable during night, when light falls on them.

d) Florescent jackets with respective company logo to be worn by the contractor workmen with different color coding for categories like supervisor and workmen.

e) Workers required using or handling alkalies, acid or other similar corrosive substance at site shall be provided with appropriate protective equipment, in accordance with MSDS.

f) For shot blasting, the usage of protective face shield and helmets, gauntlet and protective clothing is mandatory. Such protective clothing should conform relevant IS Specification.

g) For off-shore jobs/contracts, contractor shall provide PPEs (new) of all types to EIL & Owner's personnel, at his (contractor's) cost. All personnel shall wear life jacket at all time.

h) An indicative list of HSE standards/codes is given under **Appendix-A**.

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i) Contractor shall ensure procurement & usage of following safety equipment's/ accessories (conforming to applicable IS mark / CE standard) by their staff, workmen & visitors including their subcontractors all through the span of project construction / pre-commissioning/ Commissioning:-

i. PPEs (Helmet with company name/logo, Safety Goggles, Coverall, Ear-muff, Face Shield, Hand Gloves, High Ankle Safety Shoes, Gum Boot etc.)
ii. Barricading tape / warning signs
iii. Rechargeable Safety torch (flame-proof)
iv. Safety nets (with tie-chords)
v. Fall arresters
vi. Emergency Man-basket/rescue kit for height works
vii. Portable ladders (varying lengths)
viii. Life-lines (steel wire-rope, dia. not less than 8.0 mm)
ix. Full body double lanyard Safety harness with Rebar/ladder hook or scaffolding hook.
x. Lanyard
xi. Karabiner
xii. Retractable fall arresters (various length)
xiii. Portable fire extinguishers (DCP type) – 5 kg&10 kg capacity
xiv. Portable Multi Gas detector
xv. Sound level meter
xvi. Digital lux meter
xvii. Fire hoses & flow nozzles
xviii. Fire blankets/ Fire retardant cloth (with eyelets)
xix. Flame retardant/Flame resistant coverall-based on hazard identification & risk assessment, if required.

3.3.4 **Working at height**

a) The Contractor shall issue permit for working (PFW) at height after verifying and certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence of personal protective equipment's. Contractor's Safety Officer shall verify compliance status of the items of permit document after implementation of action is completed by Contractor's execution / field engineers at work site. HIRAC for specific works at height duly commented by EIL/Owner, shall be kept attached with particular Permit for Work (PFW) at site for ready reference & follow-up.

b) Such PFW shall be initially issued for one single shift or expected duration of normal work and extended further for balance duration, if required. EIL/Owner can devise block-permit system at any specific area, in consultation with project specific HSE Committee to specify the time-period of validity of such PFW or its renewal. This permit shall be applicable in areas where specific clearance from Owner's operation Deptt./Safety Deptt. is not required. EIL / Owner's field Engineers/Safety Officers/Area Coordinators may verify and counter sign this permit (as an evidence of verification) during the execution of the job.

c) All personnel shall be medically examined & certified by registered doctor, confirming their 'medical fitness(Vertigo or epilepsy must be covered under test report)for working at height. Contractor shall develop the model for conducting vertigo test. The fitness examination shall be done once in six months. Sticker for "PASS FOR HEIGHT WORK" shall be pasted on the safety helmet of the site personnel.

d) In case work is undertaken without taking sufficient precautions as given in the permit, EIL/Owner Engineers may exercise their authority to cancel such permit and stop the work till satisfactory compliance/rectification is arranged made. Contractors are expected to maintain a register for issuance of permit and extensions thereof including preserving the

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used permits for verification during audits etc.

e) The Contractor shall arrange (at his cost) and ensure use of Fall Arrester Systems by his workers. Fall arresters are to be used while climbing/descending tall structures or vessels / columns etc. These arresters should lock automatically against the anchorage line, restricting free fall of the user. The device is to be provided with a double security opening system to ensure safe attachment or release of the user at any point of rope. In order to avoid shock, the system should be capable of keeping the person in vertical position in case of a fall. All the fall arrest systems should be cleaned after use and stored in a clean &dry area. Defective Safety Harness, lanyards & life line must be discarded from workplace and record to be maintained.

f) The Contractor shall ensure that Full body harnesses with double lanyards conforming EN361 and having authorized CE marking is used by all personnel while working at height. The lanyards and life lines should have enough tensile strength to take the load of the worker in case of a fall. One end of the lanyard shall be firmly tied with the harnesses and the other end with life line. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.

g) The Contractor shall provide Roof Top Walk Ladders for carrying out activities on sloping roofs in order to reduce the chances of slippages and falls.

h) The Contractor shall ensure that a proper Safety Net System is used wherever the hazard of fall from height is present. The safety net, preferably a knotted one with mesh ropes conforming to IS 5175/ ISO 1140 shall have a border rope & tie cord of minimum 12mm dia. The Safety Net shall be located not more than 6.0 meters below the working surface extending on either side upto. sufficient margin to arrest fall of persons working at different heights.

i) In case of accidental fall of person on such Safety Net, the bottom most portion of Safety Net should not touch any structure, object or ground.

j) Grade separators shall be provided in Pipe-rack/Tech-structures to arrest falling objects like welding spatters, welding rods, nuts, bolts, tools etc. and to facilitate U/G and A/G works simultaneously.

k) Beam Clamps may be used for construction of localized temporary working platforms sheds for welding booths etc. at height in all types of steel structure due to faster installation and requirement of less scaffolding materials.

l) Hanging Platform, manufactured by Standard HSE equipment vendors must be encouraged for painting of Buildings etc.

m) All the tools used at height (like spanner, screw driver etc.) shall be provided with securing arrangement like back-pack/waist pouch to prevent accidental slippage from worker hand.

n) The Contractor shall install temporary lightening arrester in tall structures during construction to save human life and to avoid damage to equipment's& machineries. During the possibility of a thunderstorm, all the work at height where a person can be exposed to lightning shall be stopped.

o) To the extent possible use Roller arrangement to shift overhead pipes from one end to other in Pipe Racks Area.

p) Providing of steel scaffold stair tower system with landings at regular intervals as and when required for height work.

q) The Contractor shall ensure positive isolation while working at different levels like in the pipe rack areas. The working platforms with toe boards & hand rails shall be sufficiently strong & shall have sufficient space to hold the workmen and tools& tackles including the equipment's required for executing the job. Such working platforms shall have mid-rails, to enable people work safely in sitting posture.

3.3.5 Scaffoldings& Barricading

a) Suitable steel scaffoldings only shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that

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can be safely done using ladders or certified (by 3rd party competent person) man-basket. When a ladder is used, an extra workman shall always be engaged for holding the ladder. The ladder shall be inspected before use for cracked or split stiles, missing, broken, loose or damaged rungs & splinters. The ladder shall be of adequate length to enable it to extend to at least 1.0m above the landing place or working point. Metallic ladders shall be only used as access.

b) The Contractor shall ensure that the scaffolds used during construction activities shall be strong enough to take the designed load. Main Contractor shall always furnish duly approved construction-design details of scaffold &SWL (from competent designers) free of charge, before they are being installed/ constructed at site. Owner/EIL reserves the right to ask the Contractor to submit certification and or design calculations from his Head Office/ Design/Engineering expert regarding load carrying capacity of the scaffoldings. All steel tubing, couplers and fittings used for scaffolding shall conform to IS 3696 or an acceptable equivalent. Only metallic scaffold boards shall be allowed to use. Steel tubes shall be free from cracks, splits. Surface flaws & other defects. All couplers & fittings shall be properly oiled and maintained. Nuts shall have a free running fit on their bolts. Bolts with worn or damaged thread shall be replaced.

c) All scaffolds shall be inspected by a competent Scaffolding Inspector (person with scaffolding related experience in construction field and having a training of scaffolding supervisor from a institute/agency like National Safety Council etc.). He shall paste a GREEN tag (duly signed by competent Scaffolding Inspector) on each scaffold found safe and a RED tag (duly signed by competent Scaffolding Inspector) on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and Scaffolds with RED ones shall immediately be made inaccessible. Work being found continuing on scaffolds with RED tag shall be considered unauthorized work by Contractor and may invite penalization from EIL/Owner. For every 120-125 m^2 /m^3 area / volume or its parts thereof minimum one TAG shall be provided.

d) The Contractor shall ensure positive barricading (indicative as well as protective) of the excavated, radiography, heavy lift, high pressure hydrostatic & pneumatic testing and other such areas. Sufficient warning signs shall be displayed along the barricading areas.

e) Scaffolding shall be constructed using foot seals or base plates only. Base plates shall be used below each standard on surface .Sole plate of timber shall be used beneath the base plate to achieve greater load distribution.

3.3.6 **Electrical installations**

a) All electrical installations/ connections shall be carried out as per the provisions of latest revision of following codes/standards, in addition to the requirements of Statutory Authorities and IE/applicable international rules& regulations:

- OISD STD 173 : Fire prevention & protection system for electrical installations
- SP 30 (BIS) : National Electric Code

b) All electrical installations shall be approved by the concerned statutory authorities.

c) All temporary electrical installations / facilities shall be regularly checked by the licensed/competent electricians of the Contractor and appropriate records shall be maintained in format no: HSE-12" Inspection of temporary electrical booth/installation at project construction site". Such inspection records are to be made available to EIL/Owner, whenever asked for.

3.3.6.1 The Contractor shall meet the following requirements:

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a. Shall make Single Line Diagram (SLD) for providing connection to each equipment's & machinery and the same (duly approved by EIL/Owner) shall be pasted on the front face of DBs (distribution boards) or JBs (Junction boxes) at every site.(A typical Switch Board Sketch is attached as Appendix -G)

b. Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical/ applicable international regulations.

c. Shall deploy qualified & licensed electricians for proper & safe installation and for regular inspection of construction power distribution system/points including their earthing. A copy of the license shall be submitted to EIL / Owner for records. Availability of at least one competent (ITI qualified) / licensed electrician (by State Elec. authorities) shall be ensured at site round the clock to attend to the normal/emergency jobs.

d. All switchboards / welding machines shall be kept in well-ventilated & covered shed/ with rain shed protection. The shed shall be elevated from the existing ground level to avoid water logging inside the shed. Installation of electrical switch board must be done taking care of the prevention of shock and safety of machine.

e. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.

f. Fire extinguishers and insulating mats shall be provided in all power distribution centers.

g. Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.

h. Proper housekeeping shall be done around the electrical installations.

i. All temporary installations shall be tested before energizing, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.

j. All welders shall use hand gloves irrespective of holder voltage.

k. Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.

l. ELCB tester /test meter shall be used for testing the ELCBs operation. ELCBs testing shall be carried out by using ELCB tester on monthly basis but in specific cases like heavy rain as decided by owner/EIC. Record of the testing shall be maintained.

m. Regular inspection of all installations at least once in a month. (**Ref. Format HSE-12**).

3.3.6.2 The following features shall also be ensured for all electrical installations during construction phase by the contractor:

a. Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.

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b. The outgoing feeders shall be double or triple pole switches with fuses / MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.

c. The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. ELCB/RCCB (Residual Current Circuit Breaker) must be fitted with all Electrical installation. The earth leakage devices shall have an operating current not exceeding 30 mA.

d. All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.

e. All single phase sockets shall be minimum 3 pin type only. All unused sockets shall be provided with socket caps.

f. Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm^2 copper shall be used for all single phase hand tools.

g. Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.

h. All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multi-strand wires / cables.

i. Cables shall be free from any insulation damage.

j. Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25 M of buried trench route.

When laid above ground, cables shall be properly cleated or supported on rigid poles of atleast 2.1 M high. Minimum head clearance of 6 meters shall be provided at road crossings.

k. Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.

l. All cable joints shall be done with proper jointing kit. No taped/temporary joints shall be used.

m. An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armored cables, the armour shall be bonded to the earthing system. IS: 3043 Code for earthing practices shall be followed at project site.

n. All cables(green colour) and wire rope used for earth connections shall be terminated through tinned copper lugs.

o. In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour. Periodical check tests of all electrodes should be carried out and record shall be maintained of such checks.

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p. Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.

q. ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

3.3.7 Welding/ Grinding/Gas cutting

a) Contractor shall ensure that flash back arrestors conforming to BS:6158 or equivalent are installed on all gas cylinders as well as at the torch end of the gas hose, while in use.

b) All cylinders shall be mounted on trolleys and provided with a closing key. Empty & filled-up gas cylinders shall be stored separately with TAG, protecting them from direct sun or rain. Minimum 2 nos. of Portable DCP type fire extinguishers (10 kg) shall be maintained at the gas cylinder stores. Stacking & storing of compressed gas cylinders shall be arranged away from DG set, hot works, Elect. Panels / Elec. boards, etc.

c) The burner and the hose placed downstream of pressure reducer shall be equipped with Flash Back Arrester/Non Return Valve device.

d) The hoses for acetylene and oxygen cylinders must be of different colours. Their connections to cylinders and burners shall be made with a safety collar.

e) At end of work, the cylinders in use shall be closed and hoses depressurized.

f) Cutting of metals using gases, other than oxygen &acetylene, shall require written concurrence from Owner.

g) Grinding activity shall not be carried out in confined spaces without a valid work permit.

h) All grinding/cutting machines shall be guarded and fitted with Dead-Man switch and this shall not be bypassed any time.

i) All welding/grinding machines shall have effective earthing at least at distinctly isolated two points.

j) In order to help maintain good housekeeping, and to reduce fire hazard, live electrode bits shall be contained safely and shall not be thrown directly on the ground.

k) The hoses of Acetylene and Oxygen shall be kept free from entanglement & away from common pathways / walkways and preferably be hanged overhead in such a manner which can avoid contact with cranes, Hydraulic Mobile Crane or other mobile construction machinery.

l) Hot spatters shall be contained / restricted appropriately (by making use of effective fire-retardant cloth/fabric) and their flying-off as well as chance of contact with near-by flammable materials shall be stopped. The Fire retardant blanket shall be woven from ceramic yarn with eyelets.

m) The Contractor shall arrange adequate systems & practices for accumulation / collection of metal & other scraps and remnant electrodes and their safe disposal at regular interval so as to maintain the fabrication and other areas satisfactorily clean & tidy.

n) All gas cylinders must have a cylinder cap on at all times when not in use.

3.3.8 Ergonomics and tools & tackles

a) The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health. Competency of the crane operator to be thoroughly checked prior to engaging in crane operation.

b) All lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories including cranes shall be tested periodically by statutory/competent authority for their condition and load carrying capacity. Valid test & fitness certificates from the applicable authority shall be submitted to Owner/EIL for their review/acceptance before the lifting tools, tackles,

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equipment, trailers, trucks/dumpers, accessories and cranes are used. Third party inspection certificate is mandatory for all lifting tools & tackles before put into use.

c) Load testing of Cranes by competent person must be made mandatory after each modification/alteration of crane configuration/change in boom length. All heavy equipment's including cranes must be maintained in good condition &record of such maintenance shall be maintained. Routine preventive maintenance of the crane to be carried out& record to be maintained for such preventive maintenance. Healthiness of the crane to be checked by Crane Expert on regular basis as per manufacturer guidelines.

d) HIRAC/JSA for assembly/dismantling activity of the crane to be submitted for approval of EIC.

e) No one should stand/work below the mast & boom of the crane. Mast of the crane should not be used for unintended lifts.

f) Mast of the crane to be kept in right position during dismantling activity of the crane.

g) Log book of all crane to be maintained.

h) Only authorized person shall be allowed to give signal to the operator.

i) Lifting/Loading/Unloading activities shall be carried out by the trained riggers under supervision of rigging Foreman.

j) Prior to marching/movement of the crane, obstructions free access/route to be ensured.

k) Skilled Technician to be engaged for AC gas checking and refilling of refrigerant and should follow the safe operating procedure for cranes.

l) Manufacturer's instructions to be followed without any deviation.

m) The contractor shall not be allowed to use defective equipment or tools not adhering to safety norms.

n) Adequate capacity of Chain pulley blocks with valid TPI certificate to be used for lifting/lowering/dragging/erection of piping material .

o) Colour coding system for lifting tools & tackles shall be followed on quarterly basis for a particular colour as mentioned below:

Period	Colour Code
January, February, March	Blue
April,May, June	Yellow
July, August, September	Green
October, November, December	Orange
For Quarantine (Unsafe Tools & Tackles)	Red

Contractor shall arrange non-sparking tools for project construction works in operating plant areas / hydrocarbon prone areas.

i. Wherever required the Contractor shall make use of Elevated Work Platforms (EWP) or Aerial Work Platforms (mobile or stationary) to avoid ergonomical risks and workmen shall be debarred to board such elevated platform during the course of their shifting / transportation.

ii. Contractor shall ensure installation of Safe Load Indicator (SLI) on all cranes (while in use) to minimize overloading risk. SLI shall have capability to continuously monitor and display the load on the hook, and automatically compare it with the rated crane capacity at the operating condition of the crane. The system shall also provide visual and audible warnings at set capacity levels to alert the operator in case of violations.

iii. The contractor shall be responsible for safe operations of different equipments mobilized and used by him at the workplace like transport vehicles, Tower Crane, engines, cranes, mobile ladders, scaffoldings, work tools, etc. Strictly avoid standing close to Hydraulic Mobile Crane/vehicles tyres during operation.

iv. The contractor shall deploy cranes in good working condition of maximum allowable years of service from the year of manufacture as specified below: -

20 years for cranes of 50 MT & below capacity,25 years for 51 MT to 100 MT,30 years for cranes above 101 MT.

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v. In general Man basket shall not be lifted by Hydraulic Mobile Crane. Generally Crane shall be used for lifting the man basket.

vi. Tower Crane, Crane, Hydraulic Mobile Crane or equivalent, Hydraulic Rig &Boom Lift shall be inspected on fortnightly basis as per Format No. HSE-20, HSE-21, HSE-22, HSE-23 & HSE-24.

vii. The Contractor shall arrange periodical training for the operators of Hydraulic Mobile Crane, crane, excavator, mobile machinery, Tower Crane, etc. at site by utilizing services from renowned manufacturers.

viii. Hydraulic Mobile Crane or equivalent having steering control mechanism shall be permitted at construction site only for the purpose of loading/unloading. However, continuous rigger availability during marching of hydraulic crane at site shall be ensured by contractor.

3.3.9 Occupational Health

a) The contractor shall identify all operations that can adversely affect the health of its workers and issue & implement mitigation measures.

b) For surface cleaning operations, sand blasting shall not be permitted even if not explicitly stated elsewhere in the contract.

c) To eliminate radiation hazard, Tungsten electrodes used for Gas Tungsten Arc Welding shall not contain Thorium.

d) Appropriate respiratory protective devices(hood with respiratory devices) shall be used to protect workmen from inhalation of air borne contaminants like silica, asbestos, gases, fumes, etc.

e) Workmen shall be made aware of correct methods for lifting, carrying, pushing & pulling of heavy loads. Wherever possible, manual handling shall be replaced by mechanical lifting equipment's.

f) Fuelling of construction equipments/Diesel Generator set shall be carried out by hand operated pump.

g) In view of the congested working environment and associated hazards, deployment of manpower/machineries shall be in staggered manner keeping adequate safe distance between two adjacent work spot.

h) For jobs like drilling/demolishing/dismantling/steam blowing/cardboard blasting etc. where noise pollution exceeds the specified limit of 85decibels, ear muffs shall be provided to the workers. The Noise level monitoring record shall be maintained.

i) To avoid work related upper limb disorders (WRULD) and backaches, Display Screen Equipments' workplace stations shall be carefully designed & used with proper sitting postures. Power driven hand-held tools shall be maintained in good working condition to minimize their vibrating effects and personnel using these tools shall be taught how to operate them safely & how to maintain good blood circulation in hands.

j) The Contractor shall arrange health check-up(by registered medical practitioner) for all the workers at the time of induction. Health check may have to be repeated if the nature of duty assigned to him is changed necessitating health check or doubt arises about his wellness. EIL/Owner reserves the right to ask the contractor to submit medical test reports. Regular health check-ups are mandatory for the workers assigned with Welding, Radiography, Blasting, Painting, Heavy Lift and Height (>2m) jobs. All the health check-ups shall be conducted by registered Medical practitioner and records are to be maintained by the Contractor.

k) The Contractor shall arrange Medical Camps at regular intervals at work sites and labor colonies to assess health condition of workers.

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l) The Contractor shall ensure vaccination of all the workers including their families, during the course of entire project span.

3.3.10 Hazardous substances

a) Hazardous, inflammable and/or toxic materials such as solvent coating, thinners, anti-termite solutions, water proofing materials shall be stored in appropriate containers preferably with lids having spillage catchment trays and shall be stored in a good ventilated area. These containers shall be labeled with the name of the materials highlighting the hazards associated with its use and necessary precautions to be taken. Respective MSDS (Material Safety Data Sheet) shall be made available at site &may be referred whenever problem arises.

b) Where contact or exposure of hazardous materials are likely to exceed the specified limit or otherwise have harmful effects, appropriate personal protective Equipment's such as gloves, goggles/face-shields, aprons, chemical resistant clothing, respirator, etc. shall be used.

c) The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured and the matter shall be reported immediately to EIL/ Owner.

3.3.11 Slips, trips & falls

a) The contractor shall establish a regular cleaning and basic housekeeping programme that covers all aspects of the workplace to help minimize the risk of slips, trips & falls. The contractor shall take positive measures like keeping the work area tidy, storing waste in suitable containers & harmful items separately, keeping passages, stairways, entrances & exits especially emergency ones clear, cleaning up spillages immediately and replacing damaged carpet/ floor tiles, mats & rugs at once to avoid slips, trips & falls.

b) Grating removal permit system should be implemented during construction phase. So that after permanent gratings are installed on platforms and tech structure floors; removal of any gratings for whatever purpose (including for lifting piping material etc.) is required to be sanctioned by signed permit by HSE officers of both contractor and Engineer-in-charge. The spot where gratings are removed shall be hard-barricaded during course of work. The removed gratings shall be re-installed immediately after completion of work or at the time of cessation of work every day whichever is earlier and the permit shall be closed on daily basis. A register shall be maintained for recording all the grating removal permits and their closure shall be monitored on daily basis.

3.3.12 Radiation exposure

a) All personnel exposed to physical agents such as ionizing &non-ionizing radiation, including ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.

b) For Open Field Radiography works, requirements of Bhabha Atomic Research Centre (BARC)/ Atomic Energy Regulatory Board (AERB) shall be followed.

c) The Contractor shall implement an effective system of control (as described in the AERB regulations) at site for handling radiography-sources & for avoiding its misuse & theft.

d) The contractor shall generate the Format No: HSE-8 "Permit for radiation work" before start of work.

e) In case the radiography work has to be carried out at day time, suitable methodology to be used so that other works, people are not affected.

3.3.13 Explosives/Blasting operations

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a) Blasting operations shall be carried out as per latest Explosive Rules (Indian/ International) with prior permission. The Contractor shall obtain license from Chief Controller of Explosives (CCoE) for collection, transportation, storage of explosives as well as for carrying out blasting operations.

b) The Contractor shall prepare exclusive method statement (in cognizance with statutory requirements)for rock blasting works &diffusing unfired explosives, if any, at project site before carrying out actual task. Nowhere blasting shall be carried out by the Contractor or its agency without the involvement of competent supervisor and licensed blaster.

3.3.14 Demolition/ Dismantling

a) The contractor shall adhere to safe demolishing/ dismantling practices at all stages of work to guard against unsafe working practices.

b) The contractor shall disconnect service lines (power, gas supply, water, etc.)/ make alternate arrangements prior to start of work and restore them, ifrequired as directed by EIL/ Owner at no extra cost.

c) Before carrying out any demolition/dismantling work, the contractor shall take prior approval of EIL/Owner and generate the Format No.HSE-9. For revamp jobs in operating plants where location of underground utilities is not known with certainty, the contractor shall depute an experienced engineer for supervision and shall make adequate arrangements for Fire-fighting& First-Aid during the execution of these activities.

d) The Contractor shall arrange approved HIRAC/ Method Statement for the specific demolition / dismantling task and corresponding action plan commensurate with hazards / risks associated therein. In no case any activity related to demolition / dismantling shall be carried out by the Contractor without engaging own supervision / field engineer.

3.3.15 Road Safety

a) The Contractor shall ensure adequately planned road transport safety management system.

b) The vehicles shall be fitted with reverse warning alarms & flashing lights / fog-lights and usage of seat belts shall be ensured.

c) The Contractor shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations, including maintaining speed limit of 20 KMPH or indicated by owner for all types of vehicles / mobile machinery. The maximum allowable speed shall be adhered to.

d) In case of an alert or emergency, the Contractor must arrange clearance of all the routes, roads, access. The Contractor shall deploy sufficient number of traffic controllers at project site routes / roads/ accesses, to alert reversing movement of vehicles & machinery as well as pedestrians. Experienced drivers/operators with valid driving license (LMV/HMV)shall be allowed to drive/operate the vehicles/equipment's. The Contractor shall maintain copy of PUC,RC and Insurance etc. for all the vehicles/equipment's.

e) Dumpers, Tippers, etc. shall not be allowed to carry workers within the plant area and also to & from the labour colony to & from project sites.

f) Hydraulic Mobile Crane or equivalent)shall only be allowed for handling(loading/unloading) the materials at fabrication/ storage yards and in no case shall be allowed to transport the materials over project / plant roads.

g) The Contractor shall not deploy any such mobile machinery / Equipment's, which do not have competent operator and / or experienced banks-man/signal-man. Such machinery/equipment's shall have effective limit-switches, reverse-alarm, front& rear-end lights etc. and shall be maintained in good working order.

h) The Contractor shall not carry-out maintenance of vehicles / mobile machinery occupying space on project / plant roads and shall always arrange close supervision for such works.

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i) For pipeline jobs, the contractor shall submit a comprehensive plan covering transportation, loading / unloading of pipes, movement of side booms, movement of vehicles on the ROW, etc.

j) Height barrier/Restriction to be provided on both side of the HT lines, if required.

k) Contractor's shall arrange /install visible road signs, diversion boards, caution boards, etc. on project roads for safe movement of men and machinery.

3.3.16 Welfare measures

Contractor shall, at the minimum, ensure the following facilities at work sites:

a) A crèche at site where 10 or more female workers are having children below the age of 6 years.

b) Adequately ventilated / illuminated rooms at labour camps & its hygienic up-keeping.

c) Reasonable canteen facilities at site and in labour camps at appropriate location depending upon site conditions. Contractor shall make use of "industrial" variety of LPG cylinder & satisfactory illumination at the canteens. Necessary arrangement for efficient disposal of wastes from canteens & urinals /toilets shall also be made and regular review shall be made to maintain the ambience satisfactorily hygienic &shall also comply with all applicable statutory requirements.

d) Adequately lighted & ventilated Rest rooms at site (separate for male workers and female workers).

e) Provision for suitable mobile toilets to be made available by Contractor for remote/scattered job locations.

f) Urinals, Toilets, drinking water, washing facilities, adequate lighting at site and labour camps, commensurate with applicable Laws/ Legislation.

g) The contractor shall ensure the test report of drinking water.

h) The contractor at periodic interval shall arrange to prevent mosquito breeding by fumigation/spraying of insecticides at workplace/fabrication yard.

3.3.17 Environment Protection

Contractor shall ensure proper storage and utilization methodology of materials that are detrimental to the environment. Where required, Contractor shall ensure that only the environment friendly materials are selected and emphasize on recycling of waste materials, such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored and disposed of safely. In no way, toxic spills shall be allowed to percolate into the ground. The contractor shall not use the empty areas for dumping the wastes.

The contractor shall ensure availability of stack emission test report of DG set. Monitoring of air quality emission of DG stack shall be carried out on yearly basis. However, air quality emission shall be monitored first time on commissioning of DG Set.

Contractor to submit Environmental Aspect Impact Register detailing the list of activities in his scope, the respective environmental impact and the actions taken to minimize the impact. Environmental Aspect Impact Register to be prepared as per Format HSE-18 and to be updated and maintained till job completion. Environmental Aspect Impact Register of the contractor shall be reviewed by EIL/Owner on half-yearly basis.

The contractor shall strive to conserve energy and water wherever feasible.

The contractor shall ensure dust free environment at workplace by sprinkling water on the ground at frequent intervals. The air quality parameters for dust, poisonous gases, toxic releases,

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harmful radiations, etc. shall be checked by the contractor on daily basis and whenever need arises.

The contractor shall not be allowed to discharge chemicals, oil, silt, sewage, sullage and other waste materials directly into the controlled waters like surface drains, streams, rivers, ponds. A discharge plan suggesting the methods of treating the waste before discharging shall be submitted to EIL/Owner for approval.

For pipeline jobs, top soil shall be stacked separately while making ROW through fields. This fertile soil shall be placed back on top after backfilling.

For offshore construction barges, arrangements shall be made for safe disposal of human, food & other wastes and applicable laws in this regard shall be followed.

3.3.18 Rules & Regulations

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials, substances and wastes. Contractor shall not dump, release or otherwise discharge or disposes off any such materials without the express authorization of EIL/Owner. An indicative list of Statutory Acts & Rules relating to HSE is given under Appendix-D.

3.3.19 Weather Protection

Contractor shall take appropriate measures to protect workers from severe storms, rain, solar radiations, poisonous gases, dust, etc. by ensuring proper usage of PPEs like Sun glasses, Sun screen lotions, respirators, dust masks, etc. and rearranging/ planning he construction activities to suit the weather conditions. Effective arrangement (without creating inconvenience to project facilities & permanent installations) for protecting workmen from hailstorm, drizzle in the form of temporary shelter shall be made at site.

3.3.20 Communication

All persons deployed at the work site shall have access to effective means of communication so that any untoward incident can be reported immediately and assistance sought by them.

All health & safety information shall be communicated in a simple & clear language easily understood by the local workforce.

For information to all, typical subjects that should be communicated are: -

Inside the company (Top to down)

a. Quality Policy
b. HSE Policy contents
c. Environment Policy
d. HSE Objectives
e. Safety Cardinal Rules
f. HSE Target – reached or missed
g. Praises & Warnings to personnel for HSE Management
h. Safety Walk Through Reports and safety defects / shortfalls (by management)
i. HSE Audit results
j. Revised Statutory Health & Safety provisions, if any
k. H & S publicity
l. Suggestions

Inside the Company (Bottom to up)

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a. Complaints
b. Compliances on safety defects / shortfalls
c. Suggestions
d. Proposals for changes & improvements
e. HSE Reports (including near-miss reports)

3.3.21 Confined Space Entry

The contractor shall generate a work permit (Format No. HSE -7) before entering a confined space. People, who are permitted to enter into confined space, must be medically examined & certified by registered doctor, confirming their 'medical fitness for working in confined space'. All necessary precautions mentioned therein shall be adhered to. An attendant shall be positioned outside a confined space for extending help during an emergency. Effective communication shall be maintained between personnel in confined space and outside by combination of visual/voice or portable radio. Compressed gas cylinders shall not be taken into confine space. Entry Register for confined space to be maintained with the name and time of entry/exit. All appropriate PPEs and air quality parameters shall be checked before entering a confined space. It shall be ensured that the piping of the equipment which has to be opened is pressure- free by checking that blinds are in place, vents are open and volume is drained. Inside confined space works, only electrical facilities / installations of 24V shall be permitted. Contractor shall ensure usage of safe & suitable arrangement of oxygen supply for individual workmen (during the course of work in confined space), if oxygen concentration is found to be less than 19.5% (v/v) there. All persons must be made aware of the risk associated with Nitrogen &all precautionary measures shall be taken when vessel/sphere/pipelines etc. are being purged with nitrogen.
Rescue arrangement must be readily available at workplace to fulfill requirement of the emergency situation.

3.3.22 Heavy Lifts

a) The contractor shall submit detailed rigging study/ plan for EIL/ Owner approval prior to lifting equipment requiring a crane of approx. 100 MT capacity or more due to constraints of its dimensions, location of foundation height, approach & weight.
b) Contractor shall generate the format no. HSE-15 "Permit for heavy lift/critical erection"
c) The Safe Working Load (SWL) and manufacturer's serial numbers shall be clearly marked on the slings and the lifting gears, either by tagging, stamping, engraving or embossing.
d) Prior to actual lifting activities, contractor shall check the validity of the crane inspection certificate issued by statutory/ competent authority. This requirement shall also apply to all rigging equipment's utilized for the job.
e) The contractor shall, at all times, be responsible for all rigging activities.
f) The Contractor shall ensure medical fitness of all workmen who are engaged / involved in erection of equipment's, vessels etc. and such fitness checks shall be carried-out every six months interval with the help of a registered medical practitioner & record shall be maintained
g) Adequate safety measures such as positive barricading, usage of appropriate PPEs, permit to work, etc. shall be taken during all heavy or critical lifts.
h) Ground condition should be suitable to sustain the Ground Bearing Load of the Crane with full load condition.
i) For lifting any material (irrespective of shape, size or volume), at any height, it is always advisable to prepare a Plan of Erection (PoE) taking into consideration hazards & risks associated therein – this can enable people to put their own experiences of various natures & side-by-side establish a practical method for risk-free erection / lifts. The contractor shall

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prepare PoE & shall document the same, when risks are identified as "medium" or "high" and the same shall be approved by its competent / qualified engineer.

3.3.23 Key Performance Indicators

The contractor shall measure an activity in both leading & trailing indicators for statistical and performance measurement. The activities pertaining to key performance indicators are covered in Monthly HSE Report (Format No. HSE-5). The contractor shall try to achieve a statistically fair record and strive for its continual improvement.

Leading Indicators viz:-:

- Number of Safety Inductions carried-out at site (for workmen & staff members)
- Number of HSE inspections carried out
- Number of "Safety Walk Through" carried-out by site-head.
- Number of HSE shortfalls / lapses identified per contractor& closed-out in time.
- Number of Safety Meetings conducted (in-house / with contractors)
- Number of HSE Audits made (internal & external) vis-à-vis non conformances raised
- Number of HSE Awareness / Motivational program conducted by contractors
- Number of HSE Trainings conducted at site for supervisors & workmen
- Study of Near miss case reported
- Encouragements / Awards / Recognitions to workmen, job supervisors & field engineers.
- Suggestions for improvement

Trailing Indicators viz:-:

- Calculation of HSE statistics viz frequency rate, severity rate, LTA free man hours etc.
- Analysis of incidents / accidents (nature, severity, types etc.)
- Study of Incident / Accident with respect to :-
    - Variety
    - Period of the year / project span
    - Timings of the incident / accident
    - Age profile of victims
    - Body parts involved
    - Penalty levied for causing incident / accident

3.3.24 Unsuitable Land Conditions

Contractor shall take appropriate measures and necessary work permits/clearances if work is to be done in or around marshy areas, river crossings, mountains, monuments, etc. The Contractor shall make right assessment and take all necessary action for developing work areas to make them safe & suitable for crane operations or other vehicular movement before carrying out any project related activity / operation. Contractor shall take all necessary actions to make the surroundings of its site establishments (site office, stores, lay-down area etc.) work-worthy safe and secure.

3.3.25 Under Water Inspection

Contractor shall ensure that boats and other means used for transportation, surveying & investigation works shall be certified seaworthy by a recognized classification society. It shall be equipped with all life saving devices like life jackets, adequate fire protection arrangement sand shall possess communication facilities like cellular phones, wireless, walkie-talkie. All divers used for seabed surveys, underwater inspections shall have required authorized license, suitable life-saving kit. Number of hours of work by divers shall be limited as per regulations. EIL/ Owner shall have the right to inspect the boat and scrutinize documents in this regard.

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3.3.26 Excavation

The Contractor shall obtain permission from competent authorities prior to excavation wherever required.

The Contractor shall locate the position of buried utilities (water line, cable route, etc.) by referring to project / plant drawing / in consultation with EIL/Owner. The Contractor shall start digging manually to locate the exact position of buried utilities & thereafter use mechanical means.

In case of non-availability of sufficient data/drawings, underground services i.e. underground cable/ pipe shall be checked by cable detector/pipe locator by the contractor.

The Contractor shall keep soil heaps at least 1.5 M away from edge or a distance equal to depth of pit (whichever is more)

All excavated pits greater than 10 Sq.M plan area and depth more than 1.5M shall have at least two access routes for ingress and egress. Also, additional access routes shall be provided such that distance between any two access routes shall not be more than 20M.

The Contractor shall maintain sufficient "angle of repose" during excavation – shall also provide slope or suitable bench as decided by EIL / Owner.

The Contractor shall arrange "battering" or "benching" wherever required for preventing collapse of edge of excavations.

Avoid vertical wall of less than 2mtrs between two adjacent deep excavated pit/area. Further deep excavation should not be kept open for a longer duration.

The Contractor shall identify & arrange de-watering pump or well-point system to prevent earth collapse due to heavy rain / influx of underground water.

The Contractor shall arrange protective fencing/hard barricading with warning signal around excavated pits, trenches, etc. along with minimum 2 (two) entries, exits / escape ladders.

The Contractor must avoid "underpinning" / under-cutting to prevent collapse of chunk of earth during excavation.

The Contractor shall use "stoppers" to prevent over-run of vehicle wheels at the edge of excavated pits / trenches. Vehicles movement should be restricted to minimum three meters away from the excavated pit.

The Contractor shall arrange strengthening of "shoring" & "strutting" proactively to avoid collapse of earth / edges due to vehicular movement in close proximity of excavated areas / pits/ trenches, etc.

3.4 Tool Box Talks (TBT)

Contractor shall conduct daily TBT with workers prior to start of work and shall maintain proper record of the meeting. A suggested format is given below. The Job specific TBT is to be conducted by the immediate supervisor of the workers.

The Contractor shall conduct TBT before start of every morning or evening shift or night shift activities, for alerting the workers on specific hazards and their appropriate dos & don'ts. The Contractor shall provide sufficient rests to the site workmen and their foremen to avert fatigue & thereby endangering their lives during the course of site works.

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TOOLBOX TALK RECORDING SHEET		
Date & Time		
Work Location		
Subject (Nature of work)		
Presenter		
Hazards involved		
Precautions to be taken		
Worker's Name	Signature	Section
Remarks, in any		

The topics during TBT shall include

- Hazards related to work assigned on that day and precautions to be taken.
- Any forthcoming HSE hazards/events/instruction/orders, etc.

The above record can be kept in local language, which workers can read. These records shall be made available to EIL/ Owner whenever demanded.

3.5 Training & Induction Programme

a) Initial induction of workers into Construction oriented activities and appraising them about the methodology of works and how to carry-out safely and the same should not be inter mixed with Tool Box Talks or HSE Training. In this regard careful action should be made& maintained for imparting HSE induction to every individual, irrespective of his task/designation/level of employment, whereas, HSE Training should be imparted to specific person/group of people who are to carry-out that specific task more than once – for example, Riggers must be trained for working at heights, welders must be trained for work in confined space, fitters/carpenters, mesons must be trained for work at heights, etc.
Contractor shall arrange suitable facilities (e.g training room/place, audio visual facilities etc.) for organizing such training on HSE.

b) Contractor shall conduct Safety induction programme on HSE for all his workers and maintain records. Sticker for "Safety Induction" shall be pasted on the safety helmet of the site personnel. The Gate Pass shall be issued only to those workers who successfully qualify the Safety induction programme. Contractor to conduct effective safety induction program at work site by making efforts to arrange Video film/Virtual Reality (VR) technology pertaining to the escape routes, assembly points, risks involved in the event of an emergency etc while imparting safety induction.

c) The Contractor brief the visitors about the HSE precautions which are required to be taken before their proceeding to site and make necessary arrangements to issue appropriate PPEs like Aprons, hard hats, ear-plugs, goggles & safety shoes etc., to his visitors. The Contractor shall always maintain relevant acknowledgement from visitor on providing him brief information on HSE actions.

d) Contractor shall submit job specific training schedule for approval of EIL/Owner &ensure that all his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in a language understood by them and should specifically be trained about

- Potential hazards to which they may be exposed at their workplace

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- Measures available for prevention and elimination of these hazards

The topics during training shall cover, at the minimum: -

- Why safety should be considered during work - explanation
- Education about hazards and precautions required
- Employees' duties & responsibilities
- Emergency and evacuation plan
- HSE requirements during project activities
- Fire fighting and First-Aid
- Use of PPEs
- Occupational health issues – dos & don'ts
- Local laws on intoxicating drinks, drugs, smoking in force
- Common environmental subjects – lighting, ventilation, vibration, smoke/fumes etc.

e) Records of the training shall be kept and submitted to EIL/ Owner.

f) The Contractor shall make regular program for conducting Safety Training on various topics related to various activities & their safe-guarding utilizing experienced persons / outside agency / faculty. A program for Safety Training (indicative list as per Appendix –F) shall be furnished by the Contractor in its HSE Plan.

g) For offshore and jetty jobs, contractor shall ensure that all personnel deployed have undergone a structured sea survival training including use of lifeboats, basket landing, use of radio communication etc. from an agency acceptable to Owner/EIL.

3.6 ADDITIONAL SAFETY REQUIREMENTS FOR WORKING INSIDE A RUNNING PLANT

As a minimum, the contractor shall ensure adherence to following safety requirements while working in or in the close vicinity of an operating plant:

a) Contractor shall obtain permits for Hot work, Cold work, Excavation and Confined Space from Owner in the prescribed format.

b) The contractor shall monitor record and compile list of his workers entering the operational plant/unit each day and ensure & record their return after completing the job.

c) Contractor's workers and staff members shall use designated entrances and proceed by designated routes to work areas only assigned to them. The workers shall not be allowed to enter units' area, tanks area, pump rooms, etc. without work authorization permit.

d) Work activities shall be planned in such a way so as to minimize the disruption of other activities being carried out in an operational plant/unit and activities of other contractors.

e) The contractor shall submit a list of all chemicals/toxic substances that are intended to be used at site and shall take prior approval of the Owner.

f) Specific training on working in a hydrocarbon plant shall be imparted to the work force and mock drills shall be carried out for Rescue operations/First-Aid measures.

g) Proper barricading/cordoning of the operational units/plants shall be done before starting the construction activities. No unauthorized person shall be allowed to trespass. The height and overall design of the barricading structure shall be finalized in consultation with the Owner and shall be got approved from the Owner.

h) Care shall be taken to prevent hitting underground facilities such as electrical cables, hydrocarbon piping during execution of work.

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i) Barricading with water curtain shall be arranged in specific/critical areas where hydrocarbon vapors are likely to be present such as near horton spheres or tanks. Positioning of fire tenders (from owner) shall also be ensured during execution of critical activities.

j) Emergency evacuation plan shall be worked out and all workmen shall be apprised about evacuation routes. Mock drill operations may also be conducted.

k) Flammable gas test shall be conducted prior to any hot work using appropriate measuring instruments. Sewers, drains, vents or any other gas escaping points shall be covered with flame retardant tarpaulin.

l) Respiratory devices shall be kept handy while working in confined zones where there is a danger of inhalation of poisonous gases. Constant monitoring of presence of Gas/Hydrocarbon shall be done.

m) Clearance shall be obtained from all parties before starting hot tapping, patchwork on live lines and work on corroded tank roof.

n) Positive isolation of line/equipment by blinding for welding/cutting/grinding shall be done. Closing of valve will not be considered sufficient for isolation.

o) Welding spatters shall be contained properly by using fire retardant blanket and in no case shall be allowed to fall on the ground containing oil. Similar care shall be taken during cutting operations. Fire watcher to be deployed to ensure the same.

p) The vehicles, cranes, engines, etc. shall be fitted with spark arresters on the exhaust pipe and got it approved from Safety Department of the Owner.

q) Plant air should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.

r) Gas detectors should be installed in gas leakage prone areas as per requirement of Owner's plant operation personnel.

s) Flame proof electrical distribution board, plug and socket shall be used for electrical appliances.

t) Experienced full time safety personnel shall be exclusively deployed to monitor safety aspects in running plants.

3.7 Self-Assessment and Enhancement

The contractor shall develop a method of check & balance through self-assessment& enhancement techniques and shall explore the opportunities for continual improvement in the HSE system.

3.8 HSE Promotion

The contractor shall encourage his workforce to promote HSE efforts at workplace by way of organizing workshops/seminars/training programs, celebrating HSE awareness weeks &National Safety Day, conducting quizzes & essay competitions, distributing pamphlets, posters & material on HSE, providing incentives for maintaining good HSE practices and granting incentives/ bonus for completing the job without any lost time accident.

3.9 Lock Out and Tag Out(LOTO) for Isolation of Energy Source

a) Contractor shall follow the LOTO/Isolation procedure of owner for all energy source isolations installed/under purview by /of owner i.e. "Brown field"

b) For all the other energy source (not under purview of client/owner)i.e. "Green field" Contractor shall develop a system to ensure the isolation of equipments, pipelines, Vessel, electrical panels from the energy source covering following as minimum:-

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- Identification of all energy source viz electrical, mechanical, hydraulic, pneumatic, chemical, thermal, gravitational, radiation and other forms of stored or kinetic energy.
- Establishing the energy isolation devices viz manually operated electrical circuit breakers, disconnection switches, blind flanges, etc.
- Installation of Lock Out devices for preventing the inadvertent release of stored energy and Tag Out devices ("Danger", "Do Not operate" or Do not Remove"tags) to indicate that testing, maintenance or servicing is underway and the device cannot be operated until the tag out device is removed.
- Lock Out and Tag out log book
- Permit for isolation and de-isolation of energy source as per format No.: HSE-16
- Availability of competent persons like experienced operators at substations, pump house, units etc. supervisors etc.

c) Contractor shall ensure that all the sources are locked out and tagged properly before giving clearance to start the job.

d) After the completion of job, contractor shall ensure all tools and tackles are removed and nobody is present in the working area and signing on LOTO log book.

e) Only on confirmation of above the contractor will remove their lock and tag from the isolation points and give instructions for energizing the same. Only the person carrying out the task shall himself carry the key for the lock in /Lock out.

4.0 DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

4.1 On Award of Contract

The Contractor shall submit a comprehensive Health, Safety and Environmental Plan or programme for approval by EIL/Owner prior to start of work. The Contractor shall participate in the pre-start meeting with EIL/Owner to finalize HSE Plans which shall including the following:

- HSE policy & Objectives
- Job procedure to be followed by the Contractor for construction activities including handling of equipment's, scaffolding, electric installations, etc. describing the risks involved, actions to be taken and methodology for monitoring each activity. Indicative list of procedures is enclosed as Annexure-H
- EIL/Owner review/audit requirement.
- Organization structure along with responsibility and authority, on HSE activities.
- Administrative & disciplinary steps involving implementation of HSE requirements
- Emergency evacuation plan/ procedures for site and labour camps
- Procedures for reporting & investigation of accidents and near misses.
- HSE Inspection
- HSE Training programme at project site
- HSE Awareness program eat project site
- Reference to Rules, Regulations and statutory requirements.
- HIRAC
- Environment Aspect Impact Register
- Legal Register
- HSE documentation viz reporting, analysis & record keeping.

4.2 During Job Execution

Contractor shall implement approved Health, Safety and Environment management plan or programme including but not limited to as brought out under para 3.0. Contractor shall also ensure:

a) to arrange workmen compensation insurance, registration under ESI Act, third party liability insurance, registration under BOCW Act etc., as applicable.

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b) to arrange all HSE permits before start of activities (as applicable), like permits for hot work, working at heights (Refer Format No. HSE-6), confined space (Refer Format No. HSE-7), Radiation Work Permit (Refer Format No. HSE-8), Demolishing/ Dismantling Work Permit (Refer Format No. HSE-9),Permit for erection/modification & dismantling of scaffolding(Refer Format No:HSE-14),Permit for heavy lift/critical erection (Refer Format No:HSE-15) ,Permit for energy Isolation & De-isolation" (HSE-16) ,storage of chemical/explosive materials & its use and implement all precautions mentioned therein. In this regard, requirements of *Oil industry Safety Directorate Standard No.* Std -105 "Work Permit Systems" shall be complied with while working in existing Oil or Gas processing plants. List of the persons involved shall be maintained as annexure to the work permit issued for a particular activity.

c) to submit, timely, the completed checklist on HSE activities in Format No.HSE-1, Monthly HSE report in Format No.HSE-5 (use of web based package (www.eil.co.in/conthse) is compulsory wherever the facility is available else a hard copy is to be submitted), accident/ incident reports, investigation reports etc. as per EIL/Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to EIL/Owner.

d) that his top most executive at site attends all the Safety Committee/HSE meetings arranged by EIL/Owner and carries out safety walk regularly. Only in case of his absence from site that a second senior most person shall be nominated by him, in advance, and communicated to EIL/Owner for performing the above tasks.

e) display at site office and at prominent locations HSE Policy, caution boards, list of hospitals, emergency services available, safety signs like Men at work, Speed Limits, Hazardous Area, various do's & don'ts, etc.

f) provide posters, banners for safe working to promote safety consciousness.

g) identify, assess, analyze & mitigate the construction hazards& incorporate relevant control measures before actually executing site works. (HIRAC = Hazard Identification, Risk Analysis and Control).

h) identify, assess, analyze & mitigate the environmental impact & incorporate relevant control measures through Environmental Aspect Impact Register

i) Identify and comply to all applicable HSE related legal requirements by preparing and maintaining a Legal register.

j) To maintain & monitor the level of legal compliance at site, a committee shall be formed comprising of contractor's RCM as Head and lead representatives as member(s)from HR/Legal, HSE and discipline engineer(s) (Civil, Mechanical, Electrical, Instrumentation) as applicable. Committee shall review the applicable legal requirements during periodical meetings and monitor the compliance status.

k) arrange testing, examination, inspection of own as well as borrowed construction equipment's/ machinery (stationary &mobile) before being used at site and also at periodical interval, through own resources and also by 3rd party competent agencies (as deemed fit in statutes). Records of such test, examination etc. shall be maintained & shall be submitted to EIL/Owner as & when asked for.

l) carryout audits/inspection (internal & external) at his works as well as sub-contractor works as per approved HSE plan/procedure/programme & submit the compliance reports of identified shortfalls for EIL/Owner review.

m) Arranging HSE training for site workmen (of his own &subcontractors) through internal or external faculty at periodical intervals.

n) Assistance& cooperate during HSE audits by EIL/Owner or any other 3rd party and submit compliance report.

o) Generate & submit of HSE records/report as per this specification.

p) Contractor shall arrange minimum 100 lux. illumination level at construction site for night works& record shall be maintained.

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q) Mobile phones shall not be permitted in operational area of the Project Site. However, intrinsically safe mobile phone can be permitted on approval from EIL/Owner. Alternatively, telephone booth(s) may be set up by the contractor after obtaining approval from EIL/Owner. Use of mobile phone shall also be restricted during construction activities such as height work, erection of material, confined space and Pre-commissioning & Commissioning activities at all project sites.

r) The contractor shall assign responsible person as in charge for night works and it shall be informed to owner/EIL.

s) Appraise EIL/Owner on HSE activities at site regularly.

t) Carry-out all dismantling activities safely, with prior approval of EIL/Owner representative.

u) The Contractor shall ensure that "Hot works" and painting works do not continue at the same place/ location at project site for which chance or probability of "fire" incident exists.

4.3 During Short Listing of the Sub-Contractors

The contractor shall review the HSE management system of the sub-contractors in line with the requirements given in this specification. The contractor shall be held responsible for the shortcomings observed in the HSE management system of the sub-contractor(s) during execution of the job.

5.0 RECORDS

At the minimum, the contractor shall maintain/ submit HSE records in the following reporting formats:

Safety Walk Through Report	HSE-1
Accident/ Incident Report	HSE-2
Supplementary Accident/ Incident Investigation report	HSE-3
Near Miss Incident Report	HSE-4
Monthly HSE Report	HSE-5
Permit for working at height	HSE-5
Permit for working in confined space	HSE-7
Permit for radiation work	HSE-8
Permit for demolishing/ dismantling	HSE-9
Daily Safety checklist	HSE-10
Housekeeping Assessment & compliance	HSE-11
Inspection of temporary electrical booth/installation	HSE-12
Inspection for scaffolding	HSE-13
Permit for erection/modification &dismantling of scaffolding	HSE-14
Permit for heavy lift/critical erection.	HSE-15
Permit for Energy isolation and de-isolation.	HSE-16
Permit for Excavation	HSE-17
Environmental Aspect Impact Register	HSE-18
HIRAC Register	HSE-19
Checklist for Tower Crane	HSE-20
Crane Inspection Checklist	HSE-21
Hydraulic Mobile Crane Inspection Checklist	HSE-22
Hydraulic Rig Inspection Checklist	HSE-23

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Boom Lift Inspection Checklist	HSE-24
Inspection reports of Equipment/tools/tackles	*
Report of Toolbox Talks	As indicated in specification
PPE issue report/register	*
Site inspection reports	*
Training records	*

(*) The formats shall be developed by contractor in consultation with EIL/Owner.

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APPENDIX-A
(Sheet 1 of 2)

A. IS CODES ON HSE

SP: 53	Safety code for the use, Care and protection of hand operated tools.
IS: 838	Code of practice for safety & health requirements in electric and gas welding and cutting operations
IS: 1179	Eye & Face precautions during welding, equipment etc.
IS: 1860	Safety requirements for use, care and protection of abrasive grinding wheels.
IS: 1989 (Pt -II)	Leather safety boots and shoes
IS: 2925	Industrial Safety Helmets
IS: 3016	Code of practice for fire safety precautions in welding & cutting operation.
IS: 3043	Code of practice for earthing
IS: 3764	Code of safety for excavation work
IS: 3786	Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents
IS: 3696	Safety Code of scaffolds and ladders
IS: 4083	Recommendations on stacking and storage of construction materials and components at site
IS: 4770	Rubber gloves for electrical purposes
IS: 5121	Safety code for piling and other deep foundations
IS: 5216 (Pt-I)	Recommendations on Safety procedures and practices in electrical works
IS: 5557	Industrial and Safety rubber lined boots
IS: 5983	Eye protectors
IS: 6519	Selection, care and repair of Safety footwear
IS: 6994 (Pt-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 7293	Safety Code for working with construction Machinery
IS: 8519	Guide for selection of industrial safety equipment for body protection
IS: 9167	Ear protectors
IS: 11006	Flash back arrestor (Flame arrestor)
IS: 11016	General and safety requirements for machine tools and their operation
IS: 11057	Specification for Industrial safety nets
IS: 11226	Leather safety footwear having direct moulded rubber sole
IS: 11972	Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367	Code of practice-safe use of cranes
IS: 13416	Recommendations for preventive measures against hazards at working place

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APPENDIX-A
(Sheet 2 of 2)

B. INTERNATIONAL STANDARDS ON HSE

Safety Glasses	:	ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646/ 58311
Safety Shoes	:	ANSI Z 41.1, AS 2210, EN 345
Hand Gloves	:	BS 1651
Ear Muffs	:	BS 6344, ANSI S 31.9
Hard Hat	:	ANSI Z 89.1/89.2, AS 1808, BS 5240, DIN 4840
Goggles	:	ANSI Z 87.1
Face Shield	:	ANSI Z 89.1
Breathing Apparatus	:	BS 4667, NIOSH
Welding & Cutting	:	ANSI Z49.1
Safe handling of compressed:		P-1 (Compressed Gas Association Gases in cylinders 1235 Jefferson Davis Highway, Arlington VA 22202 - USA)
Full body harness	:	EN-361
Lanyard	:	EN-354
Karabiner	:	EN-362 and EN-12275

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APPENDIX-B

DETAILS OF FIRST AID BOX

SL. NO.	DESCRIPTION		QUANTITY
1.	Small size Roller Bandages, 1 Inch Wide	(Finger Dressing small)	6 Pcs.
2.	Medium size Roller Bandages, 2 Inches Wide	(Hand & Foot Dressing)	6 Pcs.
3.	Large size Roller Bandages, 4 Inches Wide	(Body Dressing Large)	6 Pcs.
4.	Large size Burn Dressing	(Burn Dressing Large)	4 Pkts.
5.	Cotton Wool	(20 gms packing)	4 Pkts.
6.	Antiseptic Solution Dettol (100 ml.) or Savlon		1 Bottle
7.	Mercurochrome Solution (100 ml.) 2% in water		1 Bottle
8.	Ammonia Solution (20 ml.)		1 Bottle
9.	A Pair of Scissors		1 Piece
10.	Adhesive Plaster (1.25 cm X 5 m)		1 Spool
11.	Eye pads in Separate Sealed Pkt.		4 pcs.
12.	Tourniqut		1 No.
13.	Safety Pins		1 Dozen
14.	Tinc. Iodine/ Betadine (100 ml.)		1 Bottle
15.	Polythene Wash cup for washing eyes		1 No.
16.	Potassium Permanganate (20 gms.)		1 Pkt.
17.	Tinc. Benzoine (100 ml.)		1 Bottle
18.	Triangular Bandages		2 Nos.
19.	Band Aid Dressing		5 Pcs.
20.	Iodex/Moov(25 gms.)		1 Bottle
21.	Tongue Depressor		1 No.
22.	Boric Acid Powder (20 gms.)		2 Pkt.
23.	Sodium Bicarbonate (20 gms.)		1 Pkt.
24.	Dressing Powder (Nebasulf) (10 gms.)		1 Bottle
25.	Medicinal Glass		1 No.
26.	Duster		1 No.
27.	Booklet (English& Local Language)		1 No. each
28.	Soap		1 No.
29.	Toothache Solution		1 No.
30.	Vicks (22 gms.)		1 Bottle
31.	Forceps		1 No.
32.	Snake –Bite Lancet		1No.
33.	Note Book		1 No.
34.	Splints		4 Nos.
35.	Lock		1 Piece
36.	Life Saving/Emergency/Over-the counter Drugs		As decided at site

Box size: Suitable size first aid box to be used for first aid items

Note : The medicines prescribed above are only indicative. Equivalent medicines can also be used. A prescription, in this regard, shall be required from a qualified Physician.

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APPENDIX-C

TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

Fire / Extinguisher	Water	Foam	CO_2	Dry Powder	Multi purpose (ABC)
Originated from paper, clothes, wood	✔	✔	can control minor surface fires	can control minor surface fires	✔
Inflammable liquids like alcohol, diesel, petrol, edible oils, bitumen	×	✔	✔	✔	✔
Originated from gases like LPG, CNG, H_2	×	×	✔	✔	✔
Electrical fires	×	×	✔	✔	✔

LEGEND : ✔ : CAN BE USED

× : NOT TO BE USED

Note: Fire extinguishing equipment must be checked atleast once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.

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APPENDIX-D

List of Statutory Acts & Rules Relating to HSE

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act
- Other statutory acts Like EPF, ESIS, Minimum Wages Act.

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APPENDIX-E(Sheet 1 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(A) EXCAVATION Pit Excavation upto 3.0m	Falling into pit	Personal injury	Provide guard rails/ barricade with warning signal Provide atleast two entries/ exits. Provide escape ladders.
	Earth Collapse	Suffocation/ Breathlessness Buried	Provide suitable size of shoring and strutting, if required. Keep soil heaps away from the edge equivalent to 1.5m or depth of pit whichever is more. Don't allow vehicles to operate too close to excavated areas. Maintain atleast 2m distance from edge of cut. Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock. Battering/benching the sides.
	Contact with buried electric cables Gas/ Oil Pipelines	Electrocution Explosion	Obtain permission from competent authorities, prior to excavation, if required. Locate the position of buried utilities by referring to plant drawings. Start digging manually to locate the exact position of buried utilities and thereafter use mechanical means.
Pit Excavation beyond 3.0m	Same as above plus Flooding due to excessive rain/ underground water	Can cause drowning situation	Prevent ingress of water Provide ring buoys Identify and provide suitable size dewatering pump or well point system
	Digging in the vicinity of existing Building/ Structure	Building/Structure may collapse Loss of health & wealth	Obtain prior approval of excavation method from local authorities. Use under-pining method Construct retaining wall side by side.
	Movement of vehicles/ Equipments close to the edge of cut.	May cause cave-in or slides. Persons may get buried.	Barricade the excavated area with proper lighting arrangements Maintain at least 2m distance from edge of cut and use stop blocks to prevent over-run Strengthen shoring and strutting

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APPENDIX-E: (Sheet 2 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
Narrow deep excavations for pipelines, etc.	Same as above plus Frequent cave-in or slides	May cause severe injuries or prove fatal	Battering/benching of sides Provide escape ladders
	Flooding due to Hydro- static testing	May arise drowning situation	Same as above plus Bail out accumulated water Maintain adequate ventilation.
Rock by excavation blasting	Improper handling of explosives	May prove fatal	Ensure proper storage, handling & carrying of explosives by trained personnel. Comply with the applicable explosive acts & rules.
	Uncontrolled explosion	May cause severe injuries or prove fatal	Allow only authorized persons to perform blasting operations. Smoking and open flames are to be strictly prohibited
	Scattering of stone pieces in atmosphere	Can hurt people	Use PPE like goggles, face mask, helmets etc.
Rock excavation by blasting (Contd)	Entrapping of persons/ animals.	May cause severe injuries or prove fatal	Barricade the area with red flags and blow siren before blasting.
	Misfire	May explode suddenly	Do not return to site for atleast 20 minutes or unless announced safe by designated person.
Piling Work	Failure of pile-driving equipment	Can hurt people	Inspect Piling rigs and pulley blocks before the beginning of each shift.
	Noise pollution	Can cause deafness and psychological imbalance.	Use personal protective equipment's like ear plugs, muffs, etc.
	Extruding rods/casing	Can hurt people	Barricade the area and install sign boards Provide first-aid
	Working in the vicinity of 'Live-Electricity'	Can cause electrocution/ Asphyxiation	Keep sufficient distance from Live-Electricity as per IS code. Shut off the supply, if possible Provide artificial/rescue breathing to the injured
(B) CONCRETING	Air pollution by cement	May affect Respiratory System	Wear respirators or cover mouth and nose with wet cloth.
	Handling of ingredients	Hands may get injured	Use gloves & other PPE.
	Protruding reinforcement rods.	Feet may get injured	Provide platform above reinforcement for movement of workers or provide end caps for protection on reinforcement bars.

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APPENDIX-E :(Sheet 3 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Earthing of electrical mixers, vibrators, etc. not done.	Can cause electrocution/ asphyxiation	Ensure earthing of equipments and proper functioning of electrical circuit before commencement of work.
	Falling of materials from height	Persons may get injured	Use hard hats Remove surplus material immediately from work place. Ensure lighting arrangements during night hours
	Continuous pouring by same gang	Cause tiredness of workers and may lead to accident.	Insist on shift pattern Provide adequate rest to workers between subsequent pours.
	Revolving of concrete mixer/ vibrators	Parts of body or clothes may get entrapped.	Allow only mixers with hopper Provide safety cages around moving motors Ensure proper mechanical locking of vibrator.
Super-structure	Same as above plus Deflection in props or shuttering material	Shuttering/props may collapse and prove fatal	Avoid excessive stacking on shuttering material Check the design and strength of shuttering material before commencement of work Rectify immediately the deflection noted during concreting.
	Passage to work place	Improperly tied and designed props/planks may collapse	Ensure the stability and strength of passage before commencement of work. Do not overload and stand under the passage.
(C) REINFOR-CEMENT	Curtailment and binding of rods	Persons may get injured	Use PPE like gloves, shoes, helmets, etc. Avoid usage of shift tools
	Carrying of rods for short distances/at heights	Workers may get injured their hands and shoulders.	Provide suitable pads on shoulders and use safety gloves. Tie up rods in easily liftable bundles Ensure proper staging.
	Checking of clear distance/ cover with hands	Rods may cut or injure the fingers	Use measuring devices like tape, measuring rods, etc.
	Hitting projected rods and standing on cantilever rods.	Persons may get injured and fell down	Use safety shoes and avoid standing unnecessarily on cantilever rods Avoid wearing of loose clothes

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APPENDIX-E:(Sheet 4 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Falling of material from height	May prove fatal	Use helmets Provide safety nets
	Transportation of rods by trucks/ trailers	Protruded rods may hit the persons	Use red flags/lights at the ends Do not protrude the rods in front of or by the side of driver's cabin. Do not extend the rods 1/3rd of deck length or 1.5m whichever is less
(D)WELDING AND GAS CUTTING	Welding radiates invisible ultraviolet and infra-red rays	Radiation can damage eyes and skin.	Use specified shielding devices and other PPE of correct specifications. Avoid thoriated tungsten electrodes for GTAW
	Improper placement of oxygen and acetylene cylinders	Explosion may occur	Move out any leaking cylinder Keep cylinders in vertical position Use trolley for transportation of cylinders and chain them Use flashback arrestors
	Leakage/ cuts in hoses	May cause fire	Purge regulators immediately and then turn off Never use grease or oil on oxygen line connections and copper fittings on acetylene lines Inspect regularly gas carrying hoses Always use red hose for acetylene & other fuel gases and black for oxygen
	Opening-up of cylinder	Cylinder may burst	Always stand back from the regulator while opening the cylinder Turn valve slowly to avoid bursting Cover the lug terminals to prevent short circuiting
	Welding of tanks, container or pipes storing flammable liquids	Explosion may occur	Empty & purge them before welding Never attach the ground cable to tanks, container or pipe storing flammable liquids Never use LPG for gas cutting

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APPENDIX-E:(Sheet 5 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES ...(Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(E) RADIOGRAPHY	Ionizing radiation	Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc.	Ensure Safety regulations as per BARC/AERB before commencement of job. Cordon off the area and install Radiation warning symbols Restrict the entry of unauthorized persons Wear appropriate PPE and film badges issued by BARC/AERB
	Transportation and Storage of Radiography source	Same as above	Never touch or handle radiography source with hands Store radiography source inside a pit in an exclusive isolated storage room with lock and key arrangement. The pit should be approved by BARC/AERB. Radiography source should never be carried either in passenger bus or in a passenger compartment of trains. BARC/AERB has to be informed before source movement. Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.
	Loss of Radio isotope	Same as above	Try to locate with the help of Survey Meter. Inform BARC/AERB (*)
(F) ELECTRICAL INSTALLATION ANDUSAGE	Short circuiting	Can cause Electrocution or Fire	Use rubberized hand gloves and other PPE Don't lay wires under carpets, mats or door ways. Allow only licensed electricians to perform on electrical facilities Use one socket for one appliance Ensure usage of only fully insulated wires or cables Don't place bare wire ends in a socket Ensure earthing of machineries and equipment's Do not use damaged cords and avoid temporary connections Use spark-proof/flame proof type field distribution boxes.

(*) Atomic Energy Regulatory Board (AERB),
Bhabha Atomic Research Centre (BARC)
Anushakti Nagar, Mumbai – 400 094

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APPENDIX-E:(Sheet 6 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Do not allow open/bare connections Provide all connections through 30mAELCB Protect electrical cables/equipments from water and naked flames Check all connections before energizing
	Overloading of Electrical System	Bursting of system can occur which leads to fire	Display voltage and current ratings prominently with 'Danger' signs. Ensure approved cable size, voltage grade and type Switch off the electrical utilities when not in use Do not allow unauthorized connections. Ensure proper grid wise distribution of Power
	Improper laying of overhead and underground transmission lines/cables	Can cause electrocution and prove fatal	Do not lay un armoured cable directly on ground, wall, roof of trees Maintain atleast 3m distance from HT cables All temporary cables should be laid atleast 750 mm below ground on 100 mm fine sand overlying by brick soling Provide proper sleeves at crossings/ inter-sections Provide cable route markers indicating the type and depth of cables at intervals not exceeding 30m and at the diversions/termination
(G) FIRE PREVENTION AND PROTECTION	Small fires can become big ones and may spread to the surrounding areas	Cause burn injuries and may prove fatal	In case a fire breaks out, press fire alarm system and shout "Fire, Fire". Keep buckets full of sand & water/ fire extinguishing equipment near hazardous locations. Confine smoking to 'Smoking Zones' only. Train people for using specific type of fire fighting equipments under different classes of fire. Keep fire doors/shutters, passages and exit doors unobstructed. Maintain good housekeeping and first-aid boxes (for details refer Appendix-B). Don't obstruct assess to Fire extinguishers. Do not use elevators for evacuation during fire. Maintain lightening arrestors for elevated structures. Stop all electrical motors with internal combustion.

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APPENDIX-E :(Sheet 7 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Move the vehicles from dangerous locations. Remove the load hanging from the crane booms Remain out of the danger areas.
	Improper selection of Fire extinguisher	It may not extinguish the fire	Ensure usage of correct fire extinguisher meant for the specified fire (for details refer Appendix-C). Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/CO_2/sand or earth.
	Improper storage of highly inflammable substances	Same as above	Maintain safe distance of flammable substances from source of ignition. Restrict the distribution of flammable materials to only min. necessary amount. Construct specifically designed fuel storage facilities. Keep chemicals in cool and dry place away from heat. Ensure adequate ventilation. Before welding operation, remove or shield the flammable material properly. Store flammable materials in stable racks, correctly labeled preferably with catchment trays. Wipe off the spills immediately
	Short circuiting of electrical system	Same as above Can cause Electrocution	Don't lay wires under carpets, mats or door ways Use one socket for one appliance. Use only fully insulated wires or cables. Do not allow open/bare connections. Provide all connections through 30mAELCB. Ensure earthing of machineries and equipments.
(H) VEHICULAR MOVEMENT	Crossing the Speed Limits (Rash driving)	Personal injury	Obey speed limits and traffic rules strictly. Always expect the unexpected and be a defensive driver. Use seat belts/helmets. Blow horn at intersections and during overtaking operations. Maintain the vehicle in good condition. Do not overtake on curves, bridges and slopes.
	Adverse weather condition	Same as Above	Read the road ahead and ride to the left. Keep the wind screen and lights clean. Do not turn at speed. Recognize the hazard, understand the defense and act correctly in time.

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APPENDIX-E :(Sheet 8 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Consuming alcohol before and during the driving operation	Same as above	Alcohol and driving do not mix well. Either choose alcohol or driving. If you have a choice between hitting a fixed object or an on-coming vehicle, hit the fixed object Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive. Do not force the driver to drive fast and round the clock. Do not day dream while driving
	Falling objects/ Mechanical failure	May prove fatal	Ensure effective braking system, adequate visibility for the drives, reverse warning alarm. Proper maintenance of the vehicle as per manufacturer instructions
(I) PROOF TESTING (HYDROSTATIC/ PNEUMATIC TESTING)	Bursting of piping Collapse of tanks Tanks flying off	May cause injury and prove fatal	Prepare test procedure & obtain EIL/owner's approval. Provide separate gauge for pressurizing pump and piping/equipment. Check the calibration status of all pressure gauges, dead weight testers and temperature recorders. Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range. Provide safety relief valve (set at pressure slightly higher than test pressure) while testing with air/ nitrogen. Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/nuts, grouting, etc. before and during testing. Keep the vents open before opening any valve while draining out of water used for hydro-testing of tanks. Pneumatic testing involves the hazard of released energy stored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction.

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APPENDIX-E :(Sheet 9 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of the test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.
(J) WORKING AT HEIGHTS	Person can fall down	May sustain severe injuries or prove fatal	Provide guard rails/barricade at the work place Use PPE like full body harness, life line, helmets, safety shoes, etc. Obtain a permit before starting the work at height above 2 meters Fall arrest and safety nets, etc. must be installed Provide adequate working space(min. 0.6 m) Tie/weld working platform with fixed support Use roof top walk ladder while working on a slopping roofs Avoid movement on beams
		May hit the scrap/material stacked at the ground or in between	Keep the work place neat and clean Remove the scrap immediately
	Material can fall down	May hit the workers working at lower levels and prove fatal	Same as above plus Do not throw or drop materials or equipment from height. i.e. do not *bomb* materials All tools to be carried in a tool-kit Bag or on working uniform Remove scrap from the planks Ensure wearing of helmet by the workers working at lower levels. Multiple activities at same location to be avoided. .
(K) CONFINED SPACES	Suffocation/ drowning	Unconsciousness, death	Use respiratory devices, if reqd. Avoid overcrowding inside a confined space Provide Exhaust fans for ventilation Do not wear loose clothes, neck ties, etc. Fulfill conditions of the permit

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APPENDIX-E:(Sheet 10 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Check for presence of hydrocarbons, O_2 level Obtain work permit before entering a confined space Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange
	Presence of foul smell and toxic substances	Inhalation can pose threat to life	Same as above plus Check for hydrocarbon and Aromatic compounds before entering a confined space Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency
	Ignition/ flame can cause fire	Person may sustain burn injuries or explosion may occur	Keep fire extinguishers at a hand distance Remove surplus material and scrap immediately Do not smoke inside a confined space Do not allow gas cylinders inside a confined space Use low voltage (24V) lamps for lighting Use tools with air motors or electric tools with max. voltage of 24V Remove all equipment's at the end of the day
(L) HANDLING AND LIFTING EQUIPMENTS	Failure of load lifting and moving equipment's	Can cause accident and prove fatal	Avoid standing under the lifted load and within the operating radius of cranes. Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery. Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc. Allow crane to move only on hard, firm and leveled ground. Allow lifting slings as short as possible and check gunny packings at the friction points. Do not allow crane to tilt its boom while moving Install Safe Load Indicator. Ensure certification by applicable authority.

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APPENDIX-E :(Sheet 11 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Overloading of lifting equipments	Same as above	Safe lifting capacity of derricks and winches written on them shall be got verified The max. safe working load shall be marked on all lifting equipments Check the weight of columns and other heavy items painted on them and accordingly decide about the crane capacity, boom and angle of erection Allow only trained operators and riggers during crane operation.
	Overhead electrical wires	Can cause electrocution and fire	Do not allow boom or other parts of crane to come within 3m reach of overhead HT cables Hook and load being lifted shall preferably remain in full visibility of crane operators.
(M) SCAFFOLDING, FORMWORK AND LADDERS	Person can fall down	Person May sustain severe injuries and prove fatal	Provide guard rails for working at height. Face ladder while climbing and use both hands. Ladders shall extend about 1m above landing for easy access and tying up purpose. Do not place ladders against movable objects and maintain base at 1/4 unit of the working length of the ladder. Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes. No loose planks shall be allowed. Use PPE, like helmets, safety shoes etc.
	Failure of scaffolding material	Same as above	Inspect visually all scaffolding materials for stability and anchoring with permanent structures. Design scaffolding for max. load carrying capacity. Scaffolding planks shall not be less than 50X250 mm full thickness lumber or equivalent. These shall be cleated or secured and must extend over the end supports by at least 150mm and not more than 300mm. Don't overload the scaffolds. Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.
	Material can fall down	Persons working at lower level gets injured	Remove excess material and scrap immediately. Carry the tools in a tool-kit bag only. Provide safety nets.

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APPENDIX-E:(Sheet 12 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS &PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(N) STRUC-TURAL WORKS	Personal negligence and danger of fall	Can cause injury or casualty	Do not take rest inside rooms built for welding machines or electrical distribution system. Avoid walking on beams at height. Wear helmet with chin strap and full body harness while working at height. Use hand gloves and goggles during grinding operations. Cover or mark the sharp and projected edges. Do not stand within the operating radius of cranes.
	Lifting/ slipping of material	Same as above	Do not stand under the lifted load. Stack properly all the materials. Avoid slippage during handling. Control longer pieces lifted up by cranes from both ends. Remove loose materials from height. Ensure tightening of all nuts & bolts.
(O)PIPELIN E WORKS	Erection/ lowering failure	Can cause injury	Do not stand under the lifted load. Do not allow any person to come within the radii of the side boom handling pipes. Check the load carrying capacity of the lifting tools & tackles. Use safe Load Indicators (SLI). Use appropriate PPEs.
	Other	Same as above	Wear gum boots in marshy areas. Allow only one person to perform signaling operations while lowering of pipes. Wedges to be provided below the pipe to prevent spool/pipe roll out. Provide night caps on pipes. Provide end covers on pipes for stoppage of pigs while testing/ cleaning operations.
(P) GRIT BLASTING	Pollution in neighboring area, hit by grit sand high pressure air	Can cause personal injury	Ensure the blasting is done in enclosed shed. Keep safe distance while blasting operations. Wear positive pressure blast hood or helmet with view-window, ear-muff/plug, gloves, overall or leather coat /apron, rubber shoes.

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APPENDIX-F

TRAINING SUBJECTS / TOPICS

(For contractors' personnel)

1. The Law & Safety – Statutory Requirement / Applicable statutes / Duties of employer / employee.
2. Policy & Administration – Why HSE? / Duties & Responsibilities of Safety Personnel at project site / Effect of incentive on accident prevention.
3. HSE & Supervision – Duties of Supervisor / HSE integrated supervision / Who should be held responsible for site accidents?
4. Safety Budget / Cost of Accidents – Direct costs / Indirect costs.
5. Hazard Identification / Type of hazards / HIRAC.
6. Behavioral Safety & Motivation.
7. Housekeeping – Storage / Stacking / Handling of materials / Hydraulic Mobile Crane handling.
8. Occupational Health in Construction sector.
9. Personal Protective Equipment's – Respiratory & Non- respiratory.
10. Electricity & Safety – ELCB / Fuse / Powered tools / Project illumination.
11. Handling of Compressed Gas – Transportation / Storage / FBAs / Fire prevention.
12. Machine Safety – Machine guarding / Maintenance.
13. Transportation – Hazards & risks in transp. of materials / ODC consignments.
14. Cranes & Other Lifting machinery – Legal requirements vis-à-vis essential safety requirements.
15. Communication – HSE Induction / TBTs / Safety Committee / Safety meeting / Safety propaganda / Publicity.
16. Excavation – Risks & Dangers / Safety measures.
17. Working at Heights – Use of ladder / Work on roofs / Scaffolds / Double harness lanyards / Life-line / Fall arrester / Safety Nets / Floor openings.
18. Hazards in Welding & important safety precautions.
19. Gas Cutting – Hazards & safety measures.
20. Fire prevention & fire protection.

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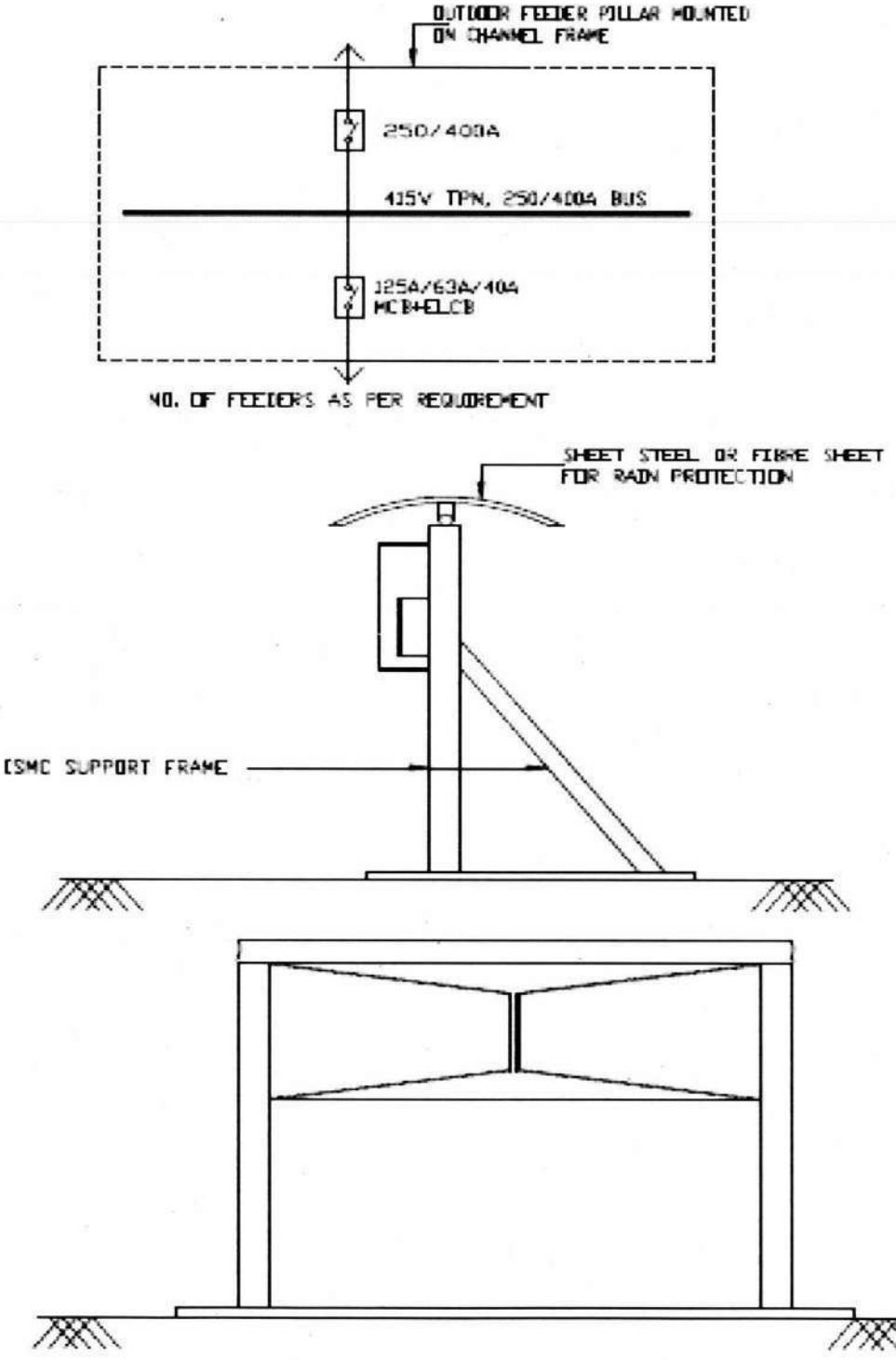
APPENDIX - G

CONSTRUCTION POWER BOARD(typ)



NOTES:-

1. CONTRACTOR TO INSTALL TEMPORARY CONST. POWER BOARD AS SHOWN IN THE DRG. ITS LOCATION SHALL BE EASILY ACCESABALE.
2. POWER DISTRIBUTION BOARD SHALL BE EARTHED AT TWO POINTS BY MINIMUM 40X5MM GI STRIP FROM THE AVILABLE GRID OR DIRECTLY CONNECTED TO TWO DIRECTLY DRIVEN EARTH ELECTRODES.
3. DISTRIBUTION BOARD SHALL BE FABRICATED BY USING 14MM CRCA SHEET STEELWITH HINGED DOORSAND ALL COMPONENT MOUNTED IN IT.
4. ALL INCOMING AND OUTGOING CABLESSHALL HAVE BOTTOM ENTRY.

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APPENDIX-H

LIST OF PROCEDURES (MINIMUM) TO BE FORMING PART OF HSE PLAN:-

A. HSE Management Procedures:

- HSE Risk Management (including HIRA)
- HSE Legal Compliance and Other Requirements
- HSE Objectives & Performance
- HSE Training and Competence (including Induction)
- HSE Motivation &Award Scheme
- HSE Audits
- HSE Sub Contractor Management
- HSE Emergency Management
- HSE Incidents Reporting and Management
- HSE procedure for Behaviour based Safety
- First Aid & Management
- Roles, Responsibility, accountabilities and Authorities

B. Job procedures/Safe Operating procedures

- Setting Up Site &Signages
- Working at Height
- Confined Space Entry
- Permit to Work (including hot works)
- Housekeeping
- Transportation of materials including Manual Handling
- Earthmoving Operations & excavation
- Scaffolding
- Fire Prevention/Protection
- Hazardous Substance handling & Storage
- Personal Protective Equipment

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APPENDIX-I

LIFE SAVING RULES

Bypassing Safety Controls

Obtain authorisation before overriding or disabling safety controls

- I understand & use safety-critical equipment and procedure which apply to my task
- I obtain authorization before:
  - disabling or overriding safety equipment
  - deviating from procedures
  - crossing a barrier

Confined Space

Obtain authorisation before entering a confined space

- I confirm energy sources are isolated
- I confirm the atmosphere has been tested and is monitored
- I check and use my breathing apparatus when required
- I confirm there is an attendant standing by
- I confirm rescue plan is in place
- I obtain authorization to enter

Driving

Follow safe driving rules

- I always wear a seatbelt
- I do not exceed the speed limit, and reduce my speed for road conditions
- I do not use phones or operate devices while driving
- I am fit, rested and fully alert while driving
- I follow journey management requirements

Energy Isolation

Verify isolation and zero energy before work begins

- I have identified all energy sources
- I confirm that hazardous energy sources have been isolated, locked and tagged
- I have checked there is zero energy and tested for residual or stored energy

Hot Work

Controls flammables and ignition sources

- I identify and control ignition sources
- Before starting any hot work:
  - I confirm flammable material has been removed or isolated
  - I obtain authorization
- Before starting hot work in a hazardous are I confirm:
  - a gas test has been completed
  - gas will be monitored continually

Line of Fire

Keep yourself and others out of the line of fire

- I position myself to avoid:
  - moving objects
  - vehicles
  - pressure releases
  - dropped objects
- I establish and obey barriers and exclusion zones
- I take action to secure loose objects and report potentialdropped objects

Safe Mechanical Lifting

Plan lifting operations and control the area

- I confirm that the equipment and load have been inspected and are fit for purpose
- I only operate equipment that I am qualified to use
- I establish and obey barriers and exclusion zones
- I never walk under a suspended load

Work Authorization

Work with a valid permit when required

- I am authorised to perform the work
- I understand the permit
- I have confirmed that hazards are controlled and it is safe to start
- I stop and reassess if conditions change

Work at Height

Protect yourself against a fall when working at height

- I inspect my fall protection equipment before use
- I secure tools and work materials to prevent dropped objects
- I tie off 100% to approved anchor points while outside a protected area

Excavation

Follow safe excavation procedure

- Before starting any excavation:
  - I confirm availability of underground utilities
  - I obtain authorization
  - I take adequate precautions to prevent collapse of soil

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FORMAT NO. : HSE-1 REV 1

(Sheet 1 of 6)

SAFETY WALK-THROUGH REPORT

(Name & signature of walk through performer to be inserted at the bottom of each page)

Project : _____ Report no. : _____

Date : _____ Ccontractor : _____

Inspection by : _____ Owner : _____

Frequency : Monthly Job no. : _____

Note : Write 'NA' wherever the item is not applicable

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
1.	HOUSEKEEPING				
a)	Waste containers provided and used				
b)	Sanitary facilities adequate and Clean				
c)	Passageways and Walkways Clear				
d)	General neatness of working areas				
e)	Other				
2.	PERSONNEL PROTECTIVE EQUIPMENT				
a)	Goggles; Shields				
b)	Face protection				
c)	Hearing protection				
d)	Foot protection				
e)	Hand protection				
f)	Respiratory Masks etc.				
g)	Full body harness conforming to CE, EN 361				
h)	Hard hat (HDPE)				
i)	Other				
3.	EXCAVATIONS/OPENINGS				
a)	Openings properly covered or barricaded				
b)	Excavations shored				
c)	Excavations barricaded				
d)	Overnight lighting provided				
e)	Other				

Safety walk-through performer (Name & Signature).....

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(Sheet 2 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
4.	WELDING & GAS CUTTING				
a)	Gas cylinders chained upright				
b)	Cables and hoses not obstructing				
c)	Screens or shields used				
d)	Flammable materials protected				
e)	Live electrode bits contained properly				
f)	Fire extinguisher (s) accessible				
g)	Other				
5.	SCAFFOLDING & BARRICADING				
a)	Fully decked platforms				
b)	Guard and intermediate rails in place				
c)	Toe boards in place				
d)	Adequate shoring				
e)	Adequate access				
f)	Positive barricading for critical activities				
g)	Installation of warning signs				
h)	Other				
6.	LADDERS				
a)	Extension side rails 1 m above				
b)	Top of landing				
c)	Properly secured				
d)	Angle + 70^0 from horizontal				
e)	Other				

Safety walk-through performer (Name &Signature).....

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FORMAT NO. : HSE-1 REV 1

(Sheet 3 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
7.	HOISTS, CRANES AND DERRICKS				
a)	Condition of cables and sheaves OK				
b)	Condition of slings, chains, hooks and eyes O.K.				
c)	Inspection and maintenance log-books maintained				
d)	Outriggers used				
e)	Reverse horn installed / active / coupled with gear				
f)	Signs/barricades provided				
g)	Signals observed and understood				
h)	Qualified operators				
i)	Other				
8.	MACHINERY, TOOLS AND EQUIPMENT				
a)	Proper instruction				
b)	Safety devices				
c)	Proper cords				
d)	Inspection and maintenance				
e)	Other				
9.	VEHICLE AND TRAFFIC				
a)	Rules and regulations observed				
b)	Inspection and maintenance				
c)	Licensed drivers				
d)	Other				

Safety walk-through performer (Name &Signature).....

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FORMAT NO. : HSE-1 REV 1

(Sheet 4 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
10.	TEMPORARY FACILITIES				
a)	Emergency instructions posted				
b)	Fire extinguishers provided				
c)	Fire-aid equipment available				
d)	Secured against storm damage				
e)	General neatness				
f)	In accordance with electrical requirements				
g)	Other				
11.	FIRE PREVENTION				
a)	Personnel trained& instructed to make use of facility				
b)	Fire extinguishers checked periodically & record maintained				
c)	No smoking in Prohibited areas.				
d)	Fire Hydrants not obstructed				
e)	Regular fire drill conducted				
12.	ELECTRICAL				
a)	Use of 3-core armored cables everywhere				
b)	Usage of 'All insulated' or 'double-insulated' electrical tools				
c)	All electrical connection are routed through ELCB				
d)	Natural Earthing at the source of power (Main DB)				
e)	Continuity and tightness of earth conductor				
f)	Effective covering of junction boxes, panels and other energized wiring places				
g)	Ground fault circuit interrupters provided				
h)	Prevention of tripping hazards maintained				
f)	DCP extinguishers arranged & licensed electrician engaged at site				

Safety walk-through performer (Name &Signature).....

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FORMAT NO. : HSE-1 REV 1

(Sheet 5 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
13.	HANDLING AND STORAGE OF MATERIALS				
a)	Safely stored or stacked				
b)	Passageways clear / free from obstructions				
c)	Fire fighting facility in place				
14.	FLAMMABLE GASES AND LIQUIDS				
a)	Containers clearly identified / protected from fire				
b)	Safe storage & transportation arrangement made				
c)	Fire extinguishers positioned nearby				
d)	Facilities kept away from electric spark, hot spatters & ignition source.				
15.	WORKING AT HEIGHT				
a)	Approved Erection plan and work permit in place				
b)	Safe access, Safe work platform & Safety nets provided				
c)	Life lines, Fall arrester, Full body harness with double lanyards used;				
d)	Health Check record available for workers going up?				
e)	Protective handrails arranged around floor openings				
16.	CONFINED SPACE				
a)	Work Permit obtained from requisite authority				
b)	Test for toxic gas and sufficient availability of oxygen conducted & status				
c)	Supervisor present at site & at least one person outside the confined space for monitoring deputed				
d)	Availability of safe means of entry, exit and ventilation (register for entry & exit maintained)				
e)	Fire extinguisher and first-aid facility ensured				
f)	Lighting provision made by using 24V Lamp				
g)	Proper usage of PPEs ensured				
17.	RADIOGRAPHY				
a)	Proper storage and handling of source as per BARC/ AERB guidelines (authorized radiographer available)				
b)	Work permit obtained				

Safety walk-through performer (Name &Signature).....

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FORMAT NO. : HSE-1 REV 1

(Sheet 6 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
c)	Cordoning of the area done				
d)	Use of appropriate PPE's ensured				
e)	HSE training to workers/supervisors imparted during the fortnight (indicate topic)				
f)	Minimum occupancy of workplace ensured				
18.	HEALTH CHECKS				
a)	All Workers medically examined and found be fit for working at heights (slinging, rigging, painting etc.) in confined space in excavation / trenching in shot blasting				
b)	Availability of First Aid box with contents				
c)	Proper sanitation at site, office and labour camps				
d)	Arrangement of medical facilities.				
e)	Measures for dealing with illness at site & labour camps.				
f)	Availability of Potable drinking water for workmen & staff.				
g)	Provision of crèches for children.				
h)	Stand by vehicle / ambulance available for evacuation of injured				
i)	Adherence to Govt. Guidelines/procedures during epidemic and pandemic (as applicable).				
19.	ENVIRONMENT				
a)	Chemical and Other Effluents properly disposed				
b)	Cleaning liquid of pipes disposed off properly				
c)	Seawater used for hydro-testing disposed off as per agreed procedure				
d)	Lubricant Waste/Engine oils properly disposed				
e)	Waste from Canteen, offices, sanitation etc. disposed properly				
f)	Disposal of surplus earth, stripping materials, Oily rags and combustible materials done properly				
g)	Green belt protection				

Safety walk-through performer (Name &Signature).....

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FORMAT NO. : HSE-2 REV 0

(Sheet 1 of 3)

ACCIDENT REPORT

(To be submitted by Contractor after every Accident within 24 hours to EIL/ Owner)

Report No.: _____ **Date:** _____

Project site: _____ **Name of work:** _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non-LTI)	Hospitalized but resumed duty before end of 48 hrsof accident	
Disabling injury (other LTI)	Hospitalized & failed to resume duty within next 48 hrs	
Fatal (LTI):	Death / Expiry	
First Aid case	Resume duty after first aid	

Name of the injured:_____ Father's name of victim: _____

Sub Contractor's Name: .....

Gate Pass No.:.....Age: _____Yrs. Victim's medical fitness exam. (Pre-empl.) date: - _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1_____ (2)_____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c.operator	
Engineer		Manager		Other/specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs		2-5 yrs	
5-10 yrs		11-15 yrs		15 years and above	

Location where the incident happened: _____

_____

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FORMAT NO. : HSE-2 REV 0

(Sheet 2 of 3)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident? .....

.....

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Truck (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals oroils		Vehicle accident	
Other/specify					

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FORMAT NO. : HSE-2 REV 0

(Sheet 3 of 3)

Medical Aid provided:-(indicate specific aids / treatment etc.)-

.....

.....

Actions taken to prevent recurrence of similar incident / accident:.....

.....

.....

.....

.....

.....

.....

Intimation to local authorities (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom .....

Safety Officer
(Signature and Name)
Stamp of Contractor

Site Head / Resident Construction Manager
(Signature and Name)

To : Owner
: RCM/Site-in-charge EIL (3 copies)
- Nodal Officer HO through RCM (In case of major accident)
- Divisional Head (Constn) through RCM
- Project Manager, EIL, through RCM

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FORMAT NO. : HSE-3 REV 0

(Sheet 1 of 5)

SUPPLEMENTARY ACCIDENT INVESTIGATION REPORT

TICK THE APPROPRIATE ONEAS APPLICABLE (furnish within 72 hours)

Supplementary to Incident / Accident Report No: _____ (Copy enclosed)

Report No.: _____ **Date**: _____

Project site: _____ **Name of work:** _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non-LTI **)**	Hospitalized but resumed duty before end of 48 hrs of accident.	
Disabling injury (other LTI**)**	Hospitalized & failed to resume duty within next 48 hrs.	
Fatal (LTI)	Death / Expiry	
First Aid case	Resume duty after first aid	

Name of the injured: _____ Father's name of victim: _____

Sub Contractor's Name: .....

Gate Pass No.:..... Age: _____Yrs. Victim's medical fitness exam. (Pre-empl.) date: - _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1_____ (2)_____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs.		2-5 yrs.	
5-10 yrs.		11-15 yrs.		15 years and above	

Location where the incident happened: _____

_____

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FORMAT NO. : HSE-3 REV 0

(Sheet 2 of 5)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident? .....

.....

.....

Particular of tools & tackles being used and condition of the same after incident/accident:

.....

.....

Description of Incident/Accident (How the incident was caused) : .....

.....

.....

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Truck (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

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FORMAT NO. : HSE-3 REV 0

(Sheet 3 of 5)

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

Name & Designation of person who provided First-Aid to the victim: _____

Name & Telephone number of Hospital where the victim was treated _____

Mode of transport used for transporting victim – Ambulance / Private car / Tempo / Truck / Others

How much time taken to shift the injured person to Hospital_____

In case of FATAL incident, indicate clearly the BOCW Registration No. of the victim/Company.....
...

Comments of Medical Practitioner, who treated / attended the victim/injured (attached / described here)_____

What actions are taken for investigation of the incident, please indicate clearly – (Video film / Photography / Measurements taken etc. .....)

Immediate cause (Please tick the right applicable) –

Hazardous methods or procedures inadequately guarded		Poor housekeeping		Inadequate or improper PPE	
Environmental hazards (excess noise/ space constraint/ inadequate ventilation		improper illumination/Moving on oval surface		Working on dangerous equipment	

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FORMAT NO.: HSE-3 REV 0

(Sheet 4 of 5)

Failure to secure		Horse-play		Failure to use PPE	
Inattention to surroundings		Improper use of hands & body-parts		By-passing safety devices	
Unsafe mixing or placement of tools & tackles		Bypassing standard procedures		Failure in communication	
Operating without authority		Improper use of equipment or tools & tackles		drug or alcoholic influence	
excessive haste		Others(specify)			

Basic cause

Over confidence		Impulsiveness		over-exertion	
Faulty judgement or poor understanding		Failing to keep attention constantly		Nervousness & Fear	
Fatigue		Defective vision		Ill health or sickness	
Slow reaction		Others(specify)			

Root cause

Inadequate Engg.		Improper Design		Inadequate Planning & organization	
Inadequate knowledge		Inadequate skill		Inadequate training	
Inadequate supervision		Improper work procedure		Inadequate compliance with standard	
Substandard performance		Inadequate maintenance		Improper inspection	
Others(specify)					

Loss of man days and impact on site works, (if any) –

Remarks from Contractor's Safety Officer/ Engineer –

Was the victim performing relevant tasks for which he was engaged /employed? Yes / No
Was the Supervisor present on work-site during the incident? Yes / No
Have the causes of incident rightly identified? Yes / No
Cause of Accident was_____

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FORMAT NO. : HSE-3 REV 0

(Sheet 5 of 5)

Remedial measures recommended by **Safety Officer of Contractor** for avoiding similar incident in future

: .....

.....

.....

.....

.....

.....

.....

Intimation to local authorities (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom .....

Safety Officer
(Signature and Name)

Site Head / Resident Construction Manager
(Signature and Name)
Stamp of Contractor

To : Owner
: RCM/ Site-in-charge of EIL (3 copies)
Nodal Officer HO through RCM (In case of major accident)
Divisional Head (Constn.) through RCM
Project Manager EIL, through RCM

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FORMAT NO. : HSE-4 REV 0

NEAR MISS INCIDENT/ DANGEROUS OCCURRENCE REPORTPROFORMA

(to be submitted within 24 hours)

Report No.: _____

Name of Site: _____ Date: _____

Name of work: _____ Contractor: _____

Incident reported by :

Date & Time of Incident :

Location :

Brief description of incident

Probable cause of incident

Suggested corrective action

Steps taken to avoid recurrence Yes ☐ No ☐

Safety Officer
(Signature and Name)
Stamp of Contractor

Site Head / Resident Construction Manager
(Signature and Name)

Note:

- **Near Miss:** Human injury escaped & no damage to property, equipmentor interruption to work.
- **Dangerous Occurrence**: Occurrences as mentioned below shall be considered as "Dangerous occurrences"

a. collapse or failure of lifting appliances or hoist or conveyors or other similar equipment for handling building or construction material or breakage or failure of rope, chain or loose gears; overturning of cranes used in building or other construction work; falling of objects from height;
b. collapse or subsidence of soil, any wall, floor, gallery, roof or any other part of any structure, platform, staging, scaffolding or any means of access including formwork;
c. collapse of transmission tower;
d. fire and explosion causing damage to property at Construction site.
e. spillage or leakage of hazardous substances and damage to their container;
f. Collapse, capsizing, toppling or collision of transport equipment;
g. Leakage or release of harmful toxic gases at the construction site.

To :Owner
:RCM/Site-in-charge EIL (3 copies)

Divisional Head (Const.) through RCM
Project Manager EIL, through RCM
} (Applicable for Dangerous Occurrence only)

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FORMAT NO. : HSE-5 REV 0

MONTHLY HEALTH, SAFETY &ENVIRONMENTAL (HSE) REPORT

(To be submitted by each Contractor)

Actual work start Date: _____ For the Month of: _____

Project: _____ Report No: _____

Name of the Contractor: _____ Status as on: _____

Name of Work: _____ Job No : _____

(Contractor in consultation with EIL shall generate the reports through web basedpackage (www3.eil.co.in/eilhse)only.

ITEM		UPTO PREVIOUS MONTH	THIS MONTH	CUMULATIVE
1) Average number of Staff & Workmen (average daily headcount, not man days)				
2)Total Man-hours worked				
3) Number of site personnel undergone HSE Induction				
4) Number of HSE meetings organized at site				
5) Number of HSE awareness programmes conducted at site				
6) Number of Tool Box Talks conducted				
7) Number of Loss Time Injuries (LTI)	Fatalities			
	Other LTI			
8) Number of Non disabling injury (Non-LTI)				
9) Number of First Aid Cases				
10) Number of Near Miss Incidents				
11) Number of Dangerous Occurrences				
12) No. of unsafe acts/ practices detected				
13) No. of disciplinary actions taken against staff/ workmen				
14) Man-days lost due to injury				
15) LTI Free man-hours i.e. LTI free man-hours counted from the Last LTI (enter date: .....)				
16) Frequency Rate (No. of reportable LTI per 10lacs man-hours worked)				
17) Severity Rate (No. of man days lost due to LTI per 10lacs man-hours worked)				
18) No. of activities for which HIRAC Completed				
19) No. of incentives/ awards given				
20) No. of occasions on which penalty imposed by EIL/ Owner				
21) No. of Audits conducted				
22) No. of pending NCs in above Audits				
23) Compensation cases raised with Insurance				
24) Compensation cases resolved and paid to workmen				
25) No of Vehicular Accident cases				
26) No of fire/Explosion cases				

27) Whether workmen compensation policy taken			Yes		No
28) Whether workmen compensation policy is valid			Yes		No
29) Whether workmen registered under ESI Act, as applicable			Yes		No
30) Whether HIRAC Register prepared and updated			Yes		No
31) Whether Environment Aspect Impact Register prepared and updated			Yes		No
32) Whether Legal Register prepared and updated			Yes		No
Remarks, if any					

Date:

Prepared by Safety Officer Approved by Site Head / Resident Construction Manager

(Signature and Name)(Signature and Name)

To: -

- RCM EIL

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FORMAT NO. : HSE-6 REV 1

PERMIT FOR WORKING AT HEIGHTS (ABOVE 2.0 METER)

(In duplicate to be issued daily for site and for office)

Permit No…….. Name of Main Contractor……
Name of work executing agency / sub agency / vendor:……..
Date…… Exact Location of work……
Nature of work ……..Duration of work (from) …… (to) ……..
Number of workers covered within this permit……
(*List enclosed with name & gate pass numbers.*)

Sl. No.	Items / Subjects	Status of compliance (Yes / No)	
1	Work areas / Equipment's inspected		
2	Work area cordoned off		
3	Adequate lighting is provided		
4	Precautions against public traffic taken		
5	Concerned persons in & around have been alerted & cautioned		
6	Hazards / risks involved in routine / non-routine task assessed and control measures have been implemented at specific task		
7	ELCB provided for electrical connection & found working		
8	Ladder safely attached / fixed		
9	Scaffoldings are checked and TAGs are found used correctly		
10	Working platforms are provided and are found sound /safe for use		
11	Safe access & egress arrangements (e.g. ladders, fall arresters, life-lines etc.) are satisfactorily incorporated		
12	a. Openings on platform / floors are effectively cordoned / covered		
	b. Safety Nets are provided wherever required		
13	Use of following safety gadgets by people working at area under this permit, is checked and found satisfactory - Safety helmet Safety harness (full body) with double lanyard Safety Shoes Safety gloves Safety goggles		
14	Housekeeping of work area found satisfactorily tidy / clean & clear		
15	Adequate measures have been taken for works being continued at the ground level, when simultaneous works are permitted overhead at that very location.		
16	Materials are not thrown from heights on to ground		
17	Medical examination of workers are made & found satisfactory		
18	Responsible job engineer / supervisor found physically present at work spot for overall administration of work as well as safety of people.		

Above items have been checked & compliance has been found in place. Hence work is permitted to start / continue at the above-mentioned location. Work shall not start till identified lapses are rectified.

Additional Precautions, if any ……
……

Work Permit Receiver Verification By Work Permit issuer
Contractor Job Supervisor Contractor Safety Officer Contractor Engineer/RCM

AT THE END OF THE DAY/WORK:
All works at height are completed & workmen have returned safely from work location at (time)…….. (date)……

(Sig. Contractor Engineer)

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FORMAT NO. : HSE-7 REV 1

CONFINED SPACE ENTRY PERMIT

Project site _____ Sr. No. _____
Name of the work _____ Date _____
Name of Contractor _____ Nature of work _____
Exact location of work _____

Safety Requirements POSITIVE ISOLATION OF THE VESSEL IS MANDATORY

(A) Has the equipment been ?

Y	NR		Y	NR		Y	NR	
☐	☐	Isolated from power/steam/air	☐	☐	water flushed &/or steamed	☐	☐	radiation sources removed
☐	☐	isolated from liquid or gases	☐	☐	Man ways open & ventilated	☐	☐	proper lighting provided
☐	☐	depressurized &/or drained	☐	☐	cont. inert gas flow arranged	☐	☐	
☐	☐	blanked/ blinded/ disconnected	☐	☐	adequately cooled	☐	☐	

(B) Expected Residual Hazards

☐	☐	lack of O_2	☐	☐	combustible gas/ liquid	☐	☐	H_2S / toxic gases
☐	☐	corrosive chemicals	☐	☐	pyrophoric iron / scales	☐	☐	electricity / static
☐	☐	heat/ steam / frost	☐	☐	high humidity	☐	☐	ionizing radiation
☐	☐		☐	☐		☐	☐	

(C) Protection Measures

☐	☐	gloves	☐	☐	ear plug / muff	☐	☐	goggles / face shield
☐	☐	protective clothing	☐	☐	dust / gas / air line mask	☐	☐	personal gas alarm
☐	☐	grounded air duct/blower /AC	☐	☐	attendant with SCBA/air mask	☐	☐	rescue equipment/team
☐	☐	Fire fighting arrangements	☐	☐	safety harness & lifeline	☐	☐	communication equipment
☐	☐		☐	☐		☐	☐	

Authorization / Renewal (It is safe to enter the confined space)

	No. of persons allowed	Name of persons allowed	Signature			Time		Signature
			Work Permit Receiver(Contractor Supervisor)	Verification by Contractor Safety officer	Work permit issuer Contractor Engineer/RCM	From	To	Workman

Permit Closure :

(A) Entry ☐ was closed ☐ stopped ☐ will continue on ...

(B) ☐ Site left in a safe condition ☐ Housekeeping done

(C) Multi lock ☐ removed ☐ key transferred

☐ Ensured all men have come out ☐ Man-ways barricaded

Remarks, if any:

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FORMAT NO. : HSE-8 REV 0

RADIATION WORK PERMIT

Project :
Name of the work :
Name of site contractor :

Sr. No. :
Date :
Job No. :

Location of work :

Source strength :

Cordoned distance (m) :

Name of Radiography agency :

Approved by Owner/EIL ☐

No. of workers engaged :
(List enclosed with name & gate pass numbers.)

The following items have been checked &compliance shall be ensured during currency of the permit:

S. No.	Item description	Done
	Safety regulations as per BARC/AERB ensured while source in use/in transit & during storage	☐
	Area cordoned off / safe working platform provided	☐
	Lighting arrangements for working during nights ensured	☐
	Warning signs/ flash lights installed	☐
	Cold work permit taken (if applicable)	☐
	PPEs like film badges, dosimeters used	☐

Additional precautions, if any _____

(Radiography Agency's BARC/AERB authorized Supervisor)

Permission is granted.

Permit is valid from _____ AM/PM _____ Date to _____ AM/PM _____ Date

(Signature of permit issuing authority-RCM of contractor)
Name : Designation: Date:

Permit renewal:

Permit extended up to		Additional precautions required, if any	Sign of issuing authority with date (of site contractor)	
Date	Time			

Work completed/ stopped/ area cleared at _____ Hrs of Date _____
(Sign. of permit issuing authority)
Name& Signature of site contractor:

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FORMAT NO. : HSE-9 REV 1

DEMOLISHING/DISMANTLING WORK PERMIT

Project : Sr.No. :
Name of the work : Date :
Name of contractor : Job No. :

Name of sub-contractor : No. of workers to be engaged:
(List enclosed with name & gate pass numbers.)

Line No./ Equipment No./ Structure to be dismantled :

Location details of dismantling/ demolition with sketch : (clearly indicate the area)

The following items have been checked &compliance shall be ensured during currency of the permit:

S. No.	Item description	Done	Not Applicable
	Services like power, gas supply, water, etc. disconnected	☐	☐
	Dismantling/ Demolishing method reviewed & approved	☐	☐
	Usage of appropriate PPEs ensured	☐	☐
	Precautions taken for neighboring structures	☐	☐
	First-Aid arrangements made	☐	☐
	Fire fighting arrangements ensured	☐	☐
	Precautions taken for blasting	☐	☐

Work Permit Receiver
(Contractor's Supervisor/Engineer)

Verification by Contractor
(Contractor's Safety Officer)

Permission is granted.

(Work Permit issuer-Client)

Name :
Date :

Completion report:

Dismantling/ Demolishing is completed on _____ Date at _____ Hrs.

Materials/ debris transported to identified location ☐ Tagging completed (as applicable) ☐

Services like power, gas supply, water, etc. restored ☐

(Permit issuing authority-Client)

CONTRACTOR's NAME

FORMAT NO. : HSE-10 REV 0

DAILY SAFETY CHECKLIST

(To make use of before start of day's work)

Project :
Name of the work :
Name of contractor :

Sr.No. :
Date :
Job No. :

Description of Job decided to perform : -

- **Use of PPE / Safety Gadgets**

Sl. No	PPEs	Compliance (Yes / No)	Sl. No	PPEs	Compliance (Yes / No)
1	Safety Helmets		6	Face Shield	
2	Safety Shoes		7	Full body harness	
3	Hand Gloves		8	Fall Arrest System	
4	Dust Musk		9	Safety net	
5	Safety Goggles		10	Horizontal life-line made of steel wire, (dia not less than 8.0 mm.)	

(Serial No. 1 & 2 are compulsory for everyone. Specify & ensure use of other safety gadgets as required for the job)

- **Identify following important unsafe conditions: -**

Sl. No	Conditions	Yes / No
1	Access to work site / emergency escape clear	
2	Soil / Loose earth kept away from excavated pit / slope / ladder provided	
3	Electrical wire / welding lead lying entangled on ground / welding m/c. booth accessible	
4	Elevated work platform / open ends are protected	
5	Ground area cordoned off before lifting works or erection at height / ground area checked & cordoned-off before start of height works	
6	Structural members / erected pipes / wooden boards/pieces etc. are safely anchored at heights and are not likely to fall down on people when working beneath	
7	Ladders tied-up on tall steel structures, long before are removed to get rid of their use	
8	Any Other	

- **Indicate actions taken, if status of any of the above items is found "No"**
  .....
  .....
- **Specific Safety guidelines / precautions, if any** (communicated thro' TBT)
  .....
  .....
- **Above conditions and PPE compliances are checked by undersigned and correct status are indicated after verification**

Prepared by
Contractor Site Engineer

Verification By
Contractor Safety Officer

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FORMAT NO. : HSE-11 REV 0

(Sheet 1 of 2)

HOUSEKEEPING ASSESSMENT& COMPLIANCE

Project :
Name of the work :
Name of contractor :
Name of contractor : Fortnightly

Sr.No. :
Date :
Job No. :

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non satisfactory/No	Remarks	Action
1.	Cleanliness at the Main entry / access of site				
2.	Ground condition / floor areas free from water-logging / oil spillage				
3.	Ground & elevated floors free from rubbish / wastes / accumulated debris / scraps.				
4.	Manholes / openings are covered / fenced				
5.	Trenches are barricaded / walkways are in place				
6.	Drains are cleaned / not choked / not occupied by dumped materials				
7.	Sufficient CAUTION boards / instructions displayed				
8.	Construction machinery are maintained & parked in orderly manner.				
9.	Movement of site people are not obstructed because of dumping / storing of construction materials				
10.	Access / egress to Electrical Distribution Boards / Panels clear from wires / cables / earth-strips etc.				
11.	Electrical panel rooms / sheds / MCC / Control rooms / Substations etc. are clean & tidy and not used for storing dress / clothes, tiffin-box or bicycles.				
12.	Passage behind Elec. panels are free for access				
13.	Fire extinguishers / fire-buckets are accessible without any difficulty.				
14.	Stair-steps, platforms & landings are clear & tidy				
15.	Sheds / rooms & work areas have got sufficient illumination as well as ventilation				
16.	Cables / Wires / welding leads are routed / hanged appropriately & are not creating unsafe condition.				
17.	Stacking / storing of insulation materials or their packing.				
18.	Removal or cleanliness of left-over sand, concrete, brick-bats, insulation-materials, excess earth, wastes etc.				
19.	Storing / stacking of sand, metal chips, re-bars, steel pipes, valves, fittings etc.				
20.	One escape route at ground & minimum two escape routes at elevation available,				

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FORMAT NO. : HSE-11 REV 0

(Sheet 2 of 2)

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non satisfactory/No	Remarks	Action
21.	Captions / Posters / Slogans on various safety instructions are displayed legibly in local language				
22.	Cable trenches are water-free or regular arrangement for taking out accumulated water exists.				
23.	Windows of rooms / offices are regularly cleaned				
24.	Facilities for cycle sheds, drinking water, washing, rest-rooms etc. are maintained in tidy manner.				
25.	Toilet, Urinals, Canteen / kitchen / pantry etc. are maintained & free from obnoxious smell.				
26.	Construction tools / tackles are stored systematically - the items are tagged / tested / certified by competent third party.				
27.	Sufficient numbers of Dust-bins / Waste-bins found at site and are regularly emptied.				

Additional remarks, if any -

.....

.....

.....

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

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FORMAT NO. : HSE-12 REV 0

INSPECTION OF TEMPORARY ELECTRICAL BOOTH / INSTALLATION

Project :
Name of the work :
Name of contractor :
Sub Station No:/Booth No

Sr.No. :
Date :
Job No. :
Location:

SL NO	SUBJECTS	OBSERVATION (YES /NO)	ACTION TAKEN
1	Switchboards installed properly are in order and protected from rain & water-logging.		
2	Adequate illumination provided for switchboard operation during night hours & the lamps are protected from direct human contact.		
3	Voltage ratings, DANGER signs, Shock-Treatment-Chart displayed in the installation / booth		
4	Fire extinguisher (DCP or CO_2) & Sand Bucket kept in close vicinity of Switchboards		
5	Valid License & Competent Electrician / Wireman available & name/ license no. displayed at booth / installation.		
6	General housekeeping in & around booth / installation found in order.		
7	Cable-route-markers for U/G cables provided.		
8	Monthly inspection report of Electrical hand tools available in booth / installation.		
9	Electrical Panel door to be in closed condition and Insulated Mat to be provided in front of panel.		
10	Rubber hand gloves available/ used by Electricians		
11	Availability of CAUTION boards for shutdown & / or repairing works.		
12	All incoming & outgoing feeders have proper MCCB / HRC fuses / Switches.		
13	Switchboards "earthed" at two distinctly isolated locations.		
14	Switchboards have adequate operating space at the front face & at the rear face too.		
15	All connections provided through 30mA ELCB.		
16	Testing records of all ELCBs available at site		
17	Only industrial type plugs & sockets are used.		
18	Temporary connections are 3-core double insulated & free from cuts & joints and 3rd core is earthed at both ends		
19	Socket boards are properly mounted on stand & protected from water ingress.		
20	Electrical equipments operating above 250V have two earthing / double earthing.		
21	All incoming / outgoing cables are properly glanded& terminated with "lugs".		
22	Switch-boards are of industrial variety / type.		
23	Sketch for installation / connection (SLD) made & pasted& other safety labels/display boards		
24	Labeling of incoming / outgoing feeders made.		
25	All hand lamps are protected from direct contact.		
26	All electrical cable / joints are in safe condition		

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

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FORMAT NO. : HSE-13 REV 0

(Sheet 1 of 2)

INSPECTION FOR SCAFFOLDING

Project : Sr.No. :
Name of the work : Date :
Name of contractor : Job No. :

Sl. No	Description	Yes	No	N.A.	Actions taken
1	Whether work permit is obtained to take up work at height above 1.5 Mts?				
2	Whether atmospheric condition is "stormy" or "raining" and works at heights have been permitted?				
3	Whether steel pipes scaffoldings are used for units /off-site areas?				
4	Whether scaffolding has been erected on rigid/firm/leveled surfaces / ground? Whether "foot-seals" or "base-plates" are used beneath the up-rights (vertical steel pipes)				
5	Whether scaffold construction is as per IS specification with toe-board and hand-rails (top-rail as well as mid-rail)?				
6	Whether distance between two successive up-rights are less than 2.5 Mts (height of scaffold & load carrying capacity governs the distance between two uprights)				
7	Whether all uprights are extended at least 900 mm above the top most working platform (to enable fitting of handrails)?				
8	Whether vertical distance of two successive ledgers is satisfactory? (*varying between 1.3 Mts. To 2.1 Mts)*				
9	Whether the peripheral areas of working at height are cordoned-off? (for avoiding accident to people arising out of dropped / deflected materials)				
10	Whether platform is provided? Is it safely approachable?				
11	Whether end of scaffold platform / board are extended beyond transoms? (125mm to 150 mm)				
12	Whether CE / IS approved quality and worthy conditioned full-body safety harness (with double lanyard & karabiners) are used while working at heights?				
13	Whether life-line of safety harness is anchored to an independent secured support capable of withstanding load of a falling person?				
14	Whether the area around the scaffold is cordoned off to prohibit the entry of unauthorized person / vehicle?				
15	Whether clamps used are of good condition, of adequate strength and free from defects?				
16	Whether ladder is placed at secured and leveled surface?				
17	Whether water-pass and oil-spills are avoided around the scaffold structure?				
18	Whether ladder is extended 1.5mts. above the landing point at height?				
19	Whether more than one access/egress provided to the scaffold?				
20	Whether ladder used are of adequate length and overlapping of short ladders avoided?				
21	Whether metallic ladders are placed much away from near-by electrical transmission line?				
22	Whether rungs of ladder are inspected and found in good order?				
23	Whether fall-arresters provided on both the access/egress routes?				
24	Whether diagonal (cross) bracings are provided at regular interval on the scaffold?				
25	Whether working platform on the scaffold has been made free from "jolt" or "gap"?				
26	Whether tools or materials are removed after completion of the day's job at heights?				
27	Whether a valid Permit for Work (PFW) is obtained before taking up work over asbestos or fragile roof?				
28	Whether sufficient precaution is taken while working on fragile roof?				

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FORMAT NO. : HSE-13 REV 0

(Sheet 2 of 2)

Sl. No	Description	Yes	No	N. A	Actions taken
29	Whether provision is made to arrange duck ladder, crawling board for working on fragile roof?				
30	Whether scaffold has been inspected by qualified civil engineers prior to their use?				
31	Whether the scaffolding has been designed for the load to be borne by the same?				
32	Whether the erection and dismantling of the scaffolding is being done by trained persons and under adequate supervision?				
33	Whether safety net with proper working arrangement and life-line has been provided?				
34	Whether TAGS (Green for acceptable and Red for incomplete/unsafe scaffolds) are used on scaffolds?				
35	Whether sufficient illumination is provided in and around the scaffold and access?				
36	Whether emergency rescue / response arrangements are made in place				

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

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FORMAT NO. : HSE-14 REV 1

(sheet 1 of 2)

PERMIT FOR ERECTION / MODIFICATION & DISMANTLING OFSCAFFOLDING

Project :
Name of the work :
Name of contractor :
Nature of activities :

Sr.No. :
Date :
Job No. :
Duration: From.....To.....

SL. No.	SUBJECTS / ITEMS	DONE	NOT DONE	REMARKS
1	Specific task of Erection / Modification / Dismantling of scaffolds, identified & TAGGED accordingly (before as well as after carrying-out jobs).			
2	People engaged in doing the job are identified & are certified by Job Engineer of Main Contractor as experienced / trained.			Names to be noted
3	Concerned persons are alerted by the Job Engineer of Main Contractor in connection with possible hazards & what the workmen MUST do / MUST not do.			
4	Verification by Job Engineer of Main Contractor made for confirming that all persons permitted to carry-out the jobs are making use of Helmet, Safety Shoes, Goggles, Gloves & Double lanyard safety harness and other relevant PPEs.			
5	Area of work is effectively cordoned-off / barricaded / illuminated.			
6	For taking-up / lowering down Scaffolding members / clamps / couplings etc. appropriate ropes / pulleys/ chains etc. have been arranged for use (not to throw any item) & the same have been verified as "fit for purpose".			
7	Items / members of scaffold, being lowered are removed from the area & stacked correctly.			
8	Ropes, chains, pulley blocks etc. being used for lifting or lowering scaffold items, are inspected by the Job Engineer & their certifications as well as physical conditions have been found O.K. before signing this PERMIT.			
9	Safety Net / Life-line / Fall Arresters etc. are arranged in position and Job Engineer has found working conditions favorable for activities to start.			
10	Scaffold erection or dismantling tasks are being supervised by Experienced Engineer / Competent person.			
11	Only competent & experienced people have been selected / engaged in Scaffolding erection, modification or dismantling tasks.			
12	Adequate & effective actions for traffic and movement of people around the cordoned-off area taken to avoid inadvertent incident			
13	Working platforms are protected with handrails & toe-boards.			
14	Access & Exit (for reach & escape) are safe for use by people.			
15	Tools, tackles to be used for above jobs are verified by job Engineers of Main contractor as genuinely good and tied-up at height (to prevent their fall).			
16	Site important Telephone Nos. are made known to everyone			
17	SOP (Safe Operating Procedure) for the specific task is made & followed too.			
18	Emergency vehicle has been arranged at work locations.			

- This permit for work shall be available at specific work location all the time.
- After completion of work, permit shall be returned to safety cell of main contractor, without fail.
- This Permit shall be issued maximum upto (Monday to Sunday).
- Additional Precautions, if any

  .....
- **ACCORD OF PERMISSION** (to be ticked) - **YES** ( )/ NO ( )

  Work Permit Receiver Verification By Work Permit issuer Contractor Job Supervisor
  Contractor Safety Officer Contractor Engineer/RCM

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FORMAT NO. : HSE-14 REV 1

(sheet 2of 2)

Everyday Site working conditions & performance of workmen shall be assessed / checked by Contractor Site Engr. and Safety Officer shall verify the same.

	Name / Sign.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Site Engr.								
Safety Off.								

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FORMAT NO. : HSE-15 REV 1

PERMIT FOR HEAVY LIFT/CRITICAL ERECTION

Project :
Name of the work :
Name of contractor :
Nature of activities :
Location of work :
Equipment/Structure to be erected:

Sr. No. :
Date :
Job No. :
Duration: From.....To.....
Name /Type of crane :
Wt. of equipment/ structure to be erected

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1)	Is the crane type suitable for lift or as per erection procedure?				
2)	Is the crane have the correct number of counterweights fitted?				
3)	Availability of Load Certification of crane from authorized agency.				
4)	Is the load chart of crane available in carne cabin/or with Crane operator?				
5)	Is the device to check the Wind speed in crane is working? Is the safety features in crane are working?				
6)	Availability of Load certification of slings and other accessories from authorized agency				
7)	Availability of Licensee/certificate for crane operator from authorized agency.				
8)	Availability of approved HIRAC for the subject activities.				
9)	Availability of approved erection/rigging procedures.				
10)	Availability of temporary gratings/ platforms for critical lifting(as applicable)				
11)	Tool Box conducted before erection?				
12)	Has the area been cordoned off?				
13)	Are the authorized persons during erection are identified?				
14)	Does each person identified for erection understand their roles and responsibilities?				
15)	Is the ground on which crane will rest or outrigger support are correct?				
16)	Is hard stand requirement (if any) complied?				
17)	Is the communication system (viz walkie-talkies, etc. are working properly?				
18)	If more than one crane is lifting the load, is an Intermediate rigger will supervise the lift?				
19)	If there is other obstruction within the operating radius of the crane, have correct precautions been taken to prevent collision?				
20)	All the persons are wearing the requisite PPE?				

Work Permit Receiver Verification By Work Permit issuer Contractor Job Supervisor
Contractor Safety Officer Contractor Engineer/RCM

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FORMAT NO. : HSE-16 REV 1

PERMIT FOR ENERGY ISOLATION & DE-ISOLATION

Project :
Name of the work :
Name of contractor :

Sr.No. :
Date :
Job No. :

ENERGY ISOLATION PERMIT

- Clearance required from:.....Hrs .....Date To .....Hrs ....Date
- Name of equipment/ energy source etc. .....
- Nature of job to be done: .....
- Area.....Location:.....

PERMIT VALIDATION	PERFORMING AUTHORITY
I hereby authorize the .....personnel(performer) to isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for maintenance/repair. Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name:	The work and precautions will be carried out under my overall responsibility.(Testing/execution engineer) Signature: Date: Name:

SAFETY PRECAUTIONS FOR CLEARANCE	NORMALISING AFTER CLEARANCE
1. Notify workers of intent to de- energize ☐ 2. Obtain lock, tag or locking/tagging devices ☐ 3. Shut down, de-energize, dissipate any residual energies. ☐ 4. Apply lock ,tag and locking and/or tagging devices ☐ 5. *Any other job specific precautions ☐ 6. Verify effectiveness of lockout by attempting to restart. ☐ 7. Proper PPE is ensured ☐ I certify that the energy source mentioned above is isolated from all sources and is safe to start the work. Tag No:..... Lock No:..... Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name: **(*to be included by contractor in consultation with issuing authority)**	1. Notify workers of intent to re- energize ☐ 2. Conduct visual inspection to confirm that the danger zone is clear of workers ☐ 3. Conduct visual inspection to confirm that tools ,equipment's danger zone is clear of workers ☐ 4. Reposition the safety devices(interlocks, valves, guards, covers ,sensors, as applicable, etc.) ☐ 5. *Any other job specific normalizing details ☐ 6. Remove lock, tag and locking and/or tagging devices. ☐ 7. Re-energize. ☐ 8. Confirm system is operating properly& safely I certify that the energy source mentioned above is isolated from all sources and is safe to start the work. Tag No:..... Lock No:..... Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name: **(*to be included by contractor in consultation with issuing authority)**

ENERGY DE-ISOLATION PERMIT

PERMIT VALIDATION	PERFORMING AUTHORITY
I hereby authorize the .....personnel(performer) to de- isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for normal operation.. Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name:	I hereby certify that the equipment/energy source mentioned above has been de-isolated and is ready for normal operation.(Testing/execution engineer) Signature: Date: Name: Countersigned by Issuing authority

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FORMAT NO. : HSE-17 REV 1

PERMIT FOR EXCAVATION (depth 2m and above)

(Sheet 1of 2)

Project :
Name of the work :
Name of contractor :
Job Description :
Size of excavation :

Sr.No. :
Date :
Job No. :
Location:

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1)	Suitable and sufficient risk assessments and method statements has been carried to ensure that the work shall be undertaken in accordance with specification and standard.				
2)	Are plans/details of underground services available and the same has been reviewed?				
3)	Has survey done to locate the services/obstacles etc.				
4)	Has the live services (electrical, water line, air line, telephone line, etc)has been disabled for carrying out the job.				
5)	Is adequate barriers/fences to protect the excavation are in place?				
6)	Is Adequate warning signs are in place?				
7)	Is Assessment of ground conditions done and remedial action(if any) taken?				
8)	Safe access / egress (e.g. ramp / steps / ladders etc.) provided for site workmen & supervisors.				
9)	Is the excavation work being undertaken in proximity of structure, etc. ?If Yes, it's effect is considered?				
10)	Availability of competent person for supervising the excavation work?				
11)	Adequate safe arrangement to prevent collapse of edges (e.g. shoring / strutting / benching / sloping etc.) made at site.				
12)	Hard barricades (at least 1.0M away from edge & for excavation near site access roads) with warning signs/caution boards are provided				
13)	Accumulation / passage-ways of water at periphery of excavation / trench stopped/ restricted.				
14)	Is the equipment being used for excavation has been checked for adequacy and is in good working condition having all the safety features?				
15)	Age & fitness of workmen ensured by medical test before engagement in job ?				
16)	Arrangement of Monitoring of possible oxygen deficiency or obnoxious gases done & action taken?				

PERMIT GRANTED - Yes / No

(List enclosed with name & gate pass numbers.)

Name & Signature of Site Engr. Name & Signature of Area – In charge/RCM of Contractor (Receiver) Contractor (Issuer)

Verification by Contractor Safety Officer

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FORMAT NO. : HSE-17 REV 1

PERMIT FOR EXCAVATION

(Sheet 2of 2)

NOTES: -

1. Slopes or benches for excavation beyond 2.0M depth shall be designed & approved by Contractor's site head.
2. Excavated earth to be kept at least 1.5M away from edges
3. Safety helmets, Safety shoes or gum-boots, gloves, goggles, Face shield, Safety Harness shall be essential PPEs.
4. Permit shall be made in **duplicate** and original shall be available at site of work.
5. Permit shall be issued for maximum **one week** only (Monday to Sunday)
6. After completion of works, permit shall be closed & preserved for record purpose

GRANT OF PERMIT AND EXTENSIONS

Sl. No.	Validity period From ____To ____	Working Time From _____To _____	Receiver (site Engr. of Main Contractor)	Issuer(Area In charge/RCM of Main Contractor)	Review by EIL / Owner (Remarks with date
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Additional safety instructions if any: -

1.

2.

3.

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FORMAT NO. : HSE-18 REV 0 **(Sheet 1of 2)**

IDENTIFICATION OF ENVIRONMENTAL ASPECTS, IMPACT ASSESSMENT AND CONTROL MEASURES

S.No	Activity	Environmental Aspect	N/A/E	Environment Impact	Control Measures	Consequences						Risk Level	Significant	Gaps/ Recommendations
						A	B	C	D	E	F	G	Yes/No	

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(Sheet 2 of 2)

INITIAL ENVIRONMENT REVIEW TECHNIQUE

Environmental Impacts	AP = Air Pollution	WP = Water Pollution	LC = Land Contamination	DNR = Depletion of Natural Resources	NP = Noise Pollution

Scale	Quantity (A)	Occurrence (B)	Severity of Impact (C)	Detection (D)	Control (E)	Legal and other requirements (F)
1	Negligible	Very Rare	Negligible visual impact	Immediately	Available & effective at place	In compliance or not applicable
2	Low	Once a month or less	Causes Discomfort or Nuisance	Within 1 hour	Has in-built Secondary control	
3	Moderate	Once a day	Resource Depletion	Within 8 hours	Needs human Intervention	
4	High	Several times a Day	Affects Aquatic Life, flora, fauna or global issue	Within 24 hours	Mechanism in place but not reliable	
5	Excessive	Continuous	Human health effect	More than 24 hours	Absent or no effective control	Not in compliance

Risk Level - G : A x B x C x D x Ex F

Aspects with score of **100 and above** are considered as significant.
Also, Irrespective of the score, all legal noncompliance's to be considered as significant

Condition	
N	NORMAL
A	ABNORMAL
E	EMERGENCY

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FORMAT NO. : HSE-19 REV 0 HIRAC

Risk Identification						Desired Controls & Existing Gaps, If Any		Risk Assessment				Recommended Control Actions To Reduce The Risk Level	Action By	Remarks
SN	Activity	Activity Type (R/NR)	Hazards	Condition(N/AN/E)	Associated Risk	Desired Control Measures	Gaps If Any	Probability(P)	Impact (I)	Risk R= P*I	Risk Classification			

Likelihood – Possibility of occurrence of risks based on present gaps (technological / operational / competence / measurement and monitoring);

UL: Unlikely, **L:** Likely, **VL:** Very Likely, **FR:** Frequent, **C**: Continuous

Impact –

SI: Slight Injury, **MI:** Minor Injury, **MJ:** Major Injury, **SF:** Single Fatality, **MF:** Multiple Fatalities

Level of consequence – Refer Guidance criteria for this i.e. possible degree of damage;

Condition- N: Normal, **AN**: Abnormal, **E**-Emergency

Activity Type: R- Routine, NR- Non Routine

RISK –

L: Low Risk, **M:** Moderate Risk, **H:** High Risk

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FORMAT NO.: **HSE-20 REV 0**

Inspection of Tower Crane

Name of Contractor: **Project:**

Name of Work: **Job No:**

Vehicle Identification/Registration No: **Date:**

Sr. No.	Description	Observation	Remarks & Suggestions
1	Serial number plate &SWL marking		
2	Valid TPI Certificate		
3	Valid Insurance		
4	Safe access and egress are provided to the crane operator.		
5	Front glass of Operator cabin		
6	Operator crane cabin is provided with a locking mechanism so as to prevent unauthorised entry.		
7	A safety bar is fitted across the operator's cabin window where there is likelihood of the operator falling through it.		
8	Manufacturer Operating Manual and Maintenance Manual are made available.		
9	An updated Operation and Maintenance log book is available in the operator cabin.		
10	All mounting bolts are in good condition.		
11	Load chart provided		
12	SLI available		
13	Crane hooks have got smooth surface and no dent		
14	Hook-latch / Dog-clamp in hook is effective		
15	Over hoist limit switch		
16	Double body earthing of Tower Crane		
17	Jib angle indicator is provided (For Luffing Jib Tower Crane).		
18	Emergency stop button, which will terminate the operation of the crane engine, is installed in the operator cabin and correctly identified.		
19	Effective braking mechanisms for Hoisting, Derricking, Slewing, Trolley Travelling maintained:		
20	Trolley Travelling limiter to prevent over-travelling of trolley is functional.		
21	Limit switches to prevent over-derricking and over-lowering of jib (For Luffing Jib Tower Crane) is functional.		
22	Slewing limiter to restrict slewing of crane is functional.		
23	Over load Limiter to prevent overloading of crane is functional.		
24	Load Moment Limiter to prevent over-turning moment is functional.		
25	Anti-collision devices are tested to stop the tower crane's operation such that the crane-to-crane interference must be maintained at not less than 3 m.		
26	Condition of boom		
27	Counter weight placement and pins		
28	Winches, pulleys and wire ropes are in good working condition.		
29	Colour coding		
30	Leakage in hydraulic cylinder		

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31	Fire Extinguisher		
32	Tower crane is adequately grounded or protected against lightning.		
33	Wind anemometer is installed and is in good working condition.		
34	Aviation lamp is functional (Reqd. for 30mt and above)		
35	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
36	Safety Induction for Operator		
37	Others		

Signature & Name of Operator:

Signature and name of Job Engineer

Signature & Name of Contractor's Safety Officer

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FORMAT NO. : HSE-21 REV 0

Crane Inspection Checklist

Name of Contractor: **Project:**

Name of Work: **Job No:**

Vehicle Identification/Registration No: **Date:**

Sr. No.	Description	Observation	Remarks & Suggestions
1	Crane hooks have got smooth surface and no dent		
2	Hook-latch / Dog-clamp in hook is effective		
3	Over hoist limit switch		
4	Over Load Indicator		
5	Over Boom limit switch		
6	Boom angle indicator		
7	Colour coding		
8	Condition of boom		
9	Condition of wire rope		
10	Rope drum / sheaves are in good working condition		
11	Swing break & lock		
12	Swing Alarm		
13	Over hoist break & lock		
14	Boom break & lock (For Telescopic Boom)		
15	Leakage in hydraulic cylinder		
16	Condition of Outrigger (For Tyre Mounted Crane)		
17	Outrigger fully extended Marking (For Tyre Mounted Crane)		
18	Condition of Tyre (For Tyre Mounted Crane)		
19	Wheel chokes are present and are used whenever required (For Tyre mounted)		
20	Battery & lamps		
21	Moving & rotating parts guarded		
22	Load chart provided		
23	Reverse horn (For Tyre Mounted Crane)		
24	Body Condition of crane		
25	Front glass of Operator cabin		
26	Both side Mirror		
27	Number Plate (For Tyre Mounted Crane)		
28	Fire Extinguisher		
29	Horn		
30	Windshield and wipers		
31	Working of light & Indicator		
32	SLI		
33	Spark Arrestor(For Running Refinery/ Petrochemical/Chemical Plant)		

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34	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
35	TPI Certificate		
36	RC Document (For Tyre Mounted Crane)		
37	Fitness Certificate of Vehicle by authority		
38	Insurance		
39	PUC		
40	HMV License for Operator		
41	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
42	Safety Induction for Operator		
43	Others		

Signature & Name of Operator:

Signature & Name of Contractor's Concern Engineer

Signature & Name of Contractor's Safety Officer

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FORMAT NO. : HSE-22 REV 0

Hydraulic Mobile Crane- Inspection Checklist

Name of Contractor: **Project:**

Name of Work: **Job No:**

Vehicle Identification/Registration No: **Date:**

Sr. No.	Description	Observation	Remarks & Suggestions
1	Identification number of Hydraulic Mobile crane boldly scribed in front and rear end of machine		
2	Operator has got adequate document in support of his competency (i.e. HMV driving license, knowledge & training)		
3	Marking of SWL on hook position is clearly visible		
4	Test & examination of Hydraulic Mobile crane by statutory / competent authority is carried out & document is valid		
5	Colour Coding		
6	RC Document		
7	Fitness Certificate of Vehicle by authority		
8	Valid Insurance		
9	Valid PUC		
10	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
11	Safety Induction for Operator		
12	Crane hooks have got smooth surface and no dent		
13	Hook-latch / Dog-clamp in hook is effective		
14	Over hoist limit switch		
15	Over Load Indicator		
16	SLI		
17	Condition of boom		
18	Condition of wire rope		
19	Rope drum / sheaves are in good working condition		
20	Leakage in hydraulic cylinder		
21	Tyre condition		

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22	Battery		
23	Moving & rotating parts guarded		
24	Break		
25	Parking Break		
26	Front horn		
27	Reverse horn		
28	Hydraulic Mobile Crane cabin body and frame of machine is in good order		
29	Both side Mirror		
30	Fire Extinguisher		
31	Front glass pane of the Hydraulic Mobile operator's cabin is clean & clear (i.e. not cracked / damaged / broken)		
32	Windshield and wipers condition		
33	Working of front & back lights, turn Indicators, parking lights & fog lamps		
34	Spark Arrestor(For Running Refinery/ Petrochemical/Chemical Plant)		
35	Wheel chokes are present and are used whenever required		
36	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
37	Others		

Signature & Name of Operator

Signature & Name of Contractor's Concern Engineer

Signature & Name of Contractor's Safety Officer

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FORMAT NO. : HSE-23 REV 0

Hydraulic Rig Inspection Checklist

Name of Contractor: **Project:**

Name of Work: **Job No:**

Vehicle Identification/Registration No: **Date:**

Sr. No.	Description	Observation	Remarks & Suggestions
1	Control panel is clean & all buttons/switches are clearly visible (no paint over spray, etc.)		
2	All switch & mechanical guards are in good condition and properly installed		
3	All Safety Indicator lights work		
4	Drive controls function properly & accurately labelled (up, down, right, left, forward, back)		
5	Motion alarms are functional		
6	Safety decals are in place and readable		
7	Any defects such as cracked welds, fuel leaks, hydraulic leaks, damaged control cables or wire harness, etc.		
8	Braking devices are operating properly		
9	Winches, pulleys and wire ropes are in good working condition.		
10	Function of interlocks and limit switch		
11	The manufacturer's operations manual (in all languages of the operators)		
12	Oil level, Hydraulic Oil Level, Fuel Level, Coolant Level		
13	Battery Charge		
14	Outriggers in place or functioning. Associated alarms working		
15	Moving & rotating parts guarded		

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16	Load chart provided		
17	Fire Extinguisher		
18	Spark Arrestor, if operated by using fuel(For Running Refinery/ Petrochemical/Chemical Plant)		
19	Serial number plate		
20	SLI		
21	TPI Certificate		
22	Colour Coding		
23	Insurance		
24	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
25	Safety Induction for Operator		
26	Others		

Signature & Name of Operator:

Signature & Name of Contractor's Concern Engineer

Signature & Name of Contractor's Safety Officer

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FORMAT NO. : HSE-24 REV 0

Boom Lift Inspection Checklist

Name of Contractor: **Project:**

Name of Work: **Job No:**

Vehicle Identification/Registration No: **Date:**

Sr. No.	Description	Observation	Remarks & Suggestions
1	Operating and emergency controls are in proper working condition, EMO button or Emergency Stop Device		
2	Functional upper drive control interlock (i.e. foot pedal, spring lock, or two hand controls)		
3	Emergency Lowering function operates properly		
4	Lower operating controls successfully override the upper controls		
5	Both upper and lower controls are adequately protected from inadvertent operation.		
6	Control panel is clean & all buttons/switches are clearly visible (no paint over spray, etc.)		
7	All switch & mechanical guards are in good condition and properly installed		
8	All Safety Indicator lights work		
9	Drive controls function properly & accurately labelled (up, down, right, left, forward, back)		
10	Motion alarms are functional		
11	Safety decals are in place and readable		
12	Guardrails and anchor points are in place, and in good condition		
13	Work platform & extension slides are clean, dry, & clear of debris		
14	Work platform extension slides in and out freely with safety locking pins in place to lock setting on models with extension platforms.		
15	Any defects such as cracked welds, fuel leaks, hydraulic leaks, damaged control cables or wire harness, etc.		
16	Braking devices are operating properly		
17	The manufacturer's operations manual is stored on AWP (in all languages of the operators)		
18	Oil level, Hydraulic Oil Level, Fuel Level, Coolant Level		

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19	Battery Charge		
20	Outriggers in place or functioning. Associated alarms working		
21	Tyres and wheels are in good condition, with adequate air pressure if pneumatic		
22	Wheel chokes are present and are used whenever required		
23	Moving & rotating parts guarded		
24	Load chart provided		
25	Fire Extinguisher		
26	Spark Arrestor, if operated by using fuel(For Running Refinery/ Petrochemical/Chemical Plant)		
27	Serial number plate with Load capacity		
28	TPI Certificate		
29	Colour Coding		
30	Insurance		
31	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
32	Safety Induction for Operator		
33	Others		

Signature & Name of Operator:

Signature & Name of Contractor's Concern Engineer

Signature & Name of Contractor's Safety Officer

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TERMS & CONDITIONS FOR TRAINING OF OWNER PERSONNEL AT VENDOR'S WORKS/ TRAINING FACILITY.

a. Bidder shall quote Training charges of EIL's/Owner's Operation and Maintenance personnel at Bidder's works/training facility on lump sum basis.

b. All expenses including but not limited to Air-fare, Accommodation, local conveyance, living expenses etc of EIL's/Owner's personnel shall be borne by Purchaser.

c. Quoted prices shall be inclusive of all taxes & duties except Goods & Service tax (GST) which shall be payable extra at actuals against submission of documents as per GST rules.

d. A notice period of 15 days will be given by EIL for prior arrangement.

e. PAYMENT TERMS: Refer Annexure-I to SPC.

Bidder's Acceptance:

RFQ No. :

Item :

Offer No. :

Signature with Name & Date and

Seal/Stamp of the Bidder

स्वदेशी सामग्रियों के लिए पैकिंग, मार्किंग, शिपिंग और दस्तावेज विनिर्देश

PACKING, MARKING, SHIPPING AND DOCUMENTATION

SPECIFICATIONS FOR INDIGENOUS MATERIALS

Rev. No	Date	Purpose	Prepared by	Reviewed by	Approved by
2	20.04.2024	ISSUED FOR COMPLIANCE	DDC	DRC	CGM & HOD (Shipping)
1	10-09-2018	ISSUED FOR COMPLIANCE	DDC	DRC	ED (SCM)
0	05-12-2012	ISSUED FOR COMPLIANCE	DDC	DRC	GM (I)

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Abbreviations:

CM	-	Centimeters
EIL	-	Engineers India Limited
E-way bill	-	Electronic Way Bill
Kg	-	Kilograms
FTL	-	Full Truck / Trailer Load
KGS	-	Kilograms
L.R.	-	Lorry Receipt
GR.	-	Goods Receipt
mm	-	Millimetre
MT	-	Metric Ton
NO. / NOS.	-	Number / Numbers
P.O.	-	Purchase Order
RCM	-	Resident Construction Manager

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1. GENERAL

1.1 Purpose

This specification details the minimum requirements for the preservation, packing, marking, shipping and documentation of Products, materials and equipment as specified in the respective Purchase Orders or Contracts. This specification forms an integral part of the Purchase Order or Contract issued. However, whenever specific instructions are detailed in the Purchase Order / Purchase Requisition and are in conflict with this specification, particular instructions mentioned in the individual Purchase Order /Purchase Requisition or Contract shall prevail over this general specification.

1.2 Requirements and Conditions

The following requirements are intended as minimum requirements, and compliance to these requirements in no way absolves or relieves Supplier of any responsibility or obligation outlined in the Purchase Order. Supplier shall ensure compliance to the preservation, packing ,marking ,shipping and documentation guidelines specified in this document.

In all circumstances, the packing will be designed and constructed in order to support materials during transportation as well as to prevent the materials from damage due to impact, extreme climatic conditions, sun and rain. It must be ensured that the materials and equipments are delivered to the job site by sea, road or air, in good condition.

The Supplier shall, at its own cost, ensure items to be transported are carefully packed and protected in accordance with best practice, having due regard to the climatic conditions encountered during the passage, method of carriage and handling / loading / unloading processes. In addition to any of the measures detailed within this Specification, the Supplier shall apply any other measures that, in its experience, are required to safeguard the particular item. The Supplier shall obtain the approval of EIL / Owner for any variation to the packing, marking and shipping requirements outlined in this Specification.

1.3 Responsibility and liability

Supplier shall be held responsible for any damages and / or losses of all and any kind that may occur by not respecting these specifications. Owner / EIL reserves the right to reject any packing when the packing does not conform to these specifications / instructions and / or when the packing does not ensure perfect protection of the goods and materials. Supplier is responsible for the weights and dimensions declared and the marking of the packages. Supplier will be held responsible in the event goods and materials becoming useless, broken or damaged as a result of poor packing and / or stowing or due to corrosion because of insufficient or inadequate protection. All direct and indirect costs resulting thereof will be back charged to Supplier.

2. CLEANING AND PRESERVATION

2.1 Cleaning

All equipment, materials and parts shall be thoroughly cleaned inside and outside and shall be free from grease, oil, weld spatter, rust and all other foreign matter prior to preservation.

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2.2 Preservation

Articles may be exposed to severe environmental or climatic conditions, moisture and dust. All materials and equipment shall be packaged suitable to prevent damage and deterioration during transportation and storage. Where damage occurs due to inadequate packaging of items, the liability for costs associated with rectification of the damage will be to the Supplier's account. All metals subject to corrosion shall be treated with a corrosion preservative suitable for the purpose intended. Products susceptible to corrosion must be packaged in a dry non-corrosive environment for the duration of shipment and storage, for a minimum of 1 year or any other higher duration specified in the PO/PR. All bright and machined parts shall be coated with a recognized rust preventative suited to the particular application concerned. All internal parts of machinery shall be treated with lubricant containing rust and oxidation inhibitors to protect equipment from any possible damage. Such lubricants shall be compatible with those which will subsequently be used in service and shall be identified by appropriate tagging. Electrical equipment and instrumentation shall be packed with a suitable desiccant. Delicate equipment such as instruments, electrical switchboards and panels etc. shall be packed for protection to eliminate the effects of vibration.

Wherever necessary, desiccant packs shall be kept to avoid excessive moisture in the packing.

3. PACKING

3.1 General

The instructions herein shall be considered as general directives and minimal requirements, which are applicable to the packing of all equipment and materials. The Supplier is responsible for the correct and adequate packing of the equipment and materials so that these equipment and materials will arrive at destination undamaged and the packing itself in such a condition that it will be suitable for a minimum of 1 year storage or as specified otherwise.

3.2 Packaging Materials

All packaging together with packaging and protective materials shall be new, maintain its integrity and perform its intended function while being transported, handled and stored.

The quality of packing shall provide maximum protection against damage, breakage and pilferage during transport, storage and multiple handling, including handling by hoisting, lifting devices and / or forklift trucks. Material used for packaging, packing, wrapping, sealers, moisture resistant barriers and corrosion preservatives shall be of recognized brands and grades and shall conform to the best world standards.

Packaged Products showing any damage, defect or shortage resulting from improper & inadequate packaging, packaging materials or packing procedure or having concealed damage or being short at the time of unpacking shall be subject to rejection and be replaced at the Supplier's cost

3.3 Packing requirements

3.3.1 Wooden Boxes and Crates

Interior support board shall be of strength to withstand multiple handling. Tops of crates shall be one piece wherever possible to avoid seepage through cracks; otherwise a top coating is required. Waterproof lining shall be used for sides, ends and top of crates, proper venting of cargo boxes containing machinery is required, as well as sufficient use

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of desiccants. Crates shall be diagonally braced on all faces and suitable for hooks, slings and forklifts. Heavy items shall be secured with wood braces. Fragile items shall be cushioned. Material packed in large boxes shall be layered between plywood sheets to maintain load integrity during transit. Banding shall be used on all boxes to prevent distortion / deformation of the box.

3.3.2 Pallets

When equipment and/or materials are packed on pallets (wood or synthetic), these should be solid double deck pallets that provide adequate load support during transportation and storage (under not always ideal conditions). The pallets should have a dynamic load capacity, enough to carry the mass loaded on the pallet. Where feasible, the top surface of the pallet must be flat. The pallet design must enable safe handling by forklift, cranes etc. and storage on rough surface. Pallets shall be covered with wrapping. All corners, horizontal and vertical shall be protected with cardboard protection strips. The pallet must be tide on all sides with steel or synthetic straps.

3.4 Packaging

All equipment and materials shall be properly fixed (by bolts, clamps, supporting beams, etc.) in such a way that internal movements and / or loosening is impossible. Under the top cover (roof) depending on the case and crate length, sufficient number of strong beams shall be placed and properly fixed in order to allow stacking of the cases and crates avoiding any compression. Equipment parts and materials which may be subject to damage by vibration and /or shock must be protected using shock-absorbing material. All equipment and materials which may be damaged by moisture shall be packed in airtight bags in which sufficient desiccant material (e.g. silica gel) is placed. All openings on the equipment must be closed with wooden / metal or plastic covers to prevent damage to the openings and interiors. Fragile and loose parts easily damageable pertaining to the equipment must be securely and properly packed in a separate case.

3.5 Waterproofing

Cases including the cover shall be internally lined with a strong type of waterproof paper or plastic foil. Equipment and materials shall always be packed in a foil (polyethylene or aluminum) for extra (double) protection against rainfall. Those foils shall be applied in such a way that they are self draining.

3.6 Hazardous cargo

The hazardous materials shall be packed in accordance with and in cognizance to the applicable rules, regulations and tariff of all Governmental Authorities and other Governing bodies. Hazardous materials shall always be packed and documented separately from any other material. It shall be the responsibility of the seller of hazardous materials to designate the materials as hazardous and to identify each material by its proper commodity name and its hazardous materials class code. Safety and emergency procedures shall be displayed outside the package. Any certificates required for transportation or for statutory authorities as applicable, needs to be provided before shipment of the goods.

4. GUIDELINES FOR PACKING GOODS

In subsequent paragraphs details of different types of packing for different types of goods are defined. Supplier shall make packing details / procedure based on the applicable guidelines

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Chemicals in powder form, catalysts, refractories & like materials etc. shall be packed in drums only.

4.1 Pipe

All pipes 2" included and below shall be packed in crates.. Pipes over 2" up to 6", shall be bundled and banded in bundles of uniform length. Bundling is carried out with U-IRON or traversal planks, joined with threaded connecting rods with locknuts.. Bundle weight shall not exceed 2,000 kg. All pipes are to be capped and ends sealed with waterproof tape (tape is not necessary if end caps are of the pre-shrunk or self-sealing type).Pipes larger than 6" shall be shipped as single lengths with the ends capped. End caps are to be of the recessed type to enable the use of soft faced hooks, but still completely sealing the end and also protecting the weld. All stainless steel / non-ferrous piping must be packed separately in wooden crates. Any banding of bundles is to be with the same material. The bundling and packing of pipe and instrument tubing shall enable the safe discharge of pipe on site using clamps and forklifts. All pipes shall be supported along their lengths to prevent bending / flexing during transport. During loading / unloading slings shall be applied to the center of the load as well as on each end to prevent bowing.

Pipe and rigid conduit smaller than DN50 diameter shall be bundled in units not to exceed 1000 kg. Threaded and coupled pipe shall be equipped with plastic thread protectors. All material shall be segregated and shipped by generic material type to prevent cross contamination. Where wire rope or chains are used, adequate padding shall be used at points of contact with pipe. Care must be taken to prevent any chafing of pipes against each other or against the metal structures of the vehicle during transportation. Where necessary, such metal structures must be padded with planks or plastic tubes. Skids and dunnage must be used between the bundles in transit as well as in the storage of coated pipes.

4.2 Pipe Fittings, Flanges, Valves and Gaskets

All pipe fittings, flanges and valves up to 6", are to be packed in cases / crates. For items over 6", these may be fixed securely to a pallet base and enclosed in a crate, for protection. All flange faces / bevel ends shall be suitably protected with plastic caps / end protectors. Where valves have actuators attached, rigidity must be ensured for the valve and actuator. The vulnerable parts of the actuator are to be completely protected within a wooden crate. Empty spaces shall be filled with expanded PU foam to restrict movement in the crate. All stainless steel fittings, flanges and valves of all sizes, must be packed separately in wooden crates. Any strapping is to be with the same material. Gaskets are considered fragile and shall be treated as such. Individual gasket sizes shall be boxed and labeled separately.

All threaded fittings and pipes should be greased and provided with plastic caps.

4.3 Steel Structure and Plates

Structural steel sections and plates shall be strapped in bundles of convenient size and weight for handling. Rolled and shaped plates shall be provided with suitable bracing to eliminate distortion during transit, and shall be bundled in uniform lengths. Each bundle shall be marked with a metal tag, hard stamped, secured under steel wrapping.

4.4 Itemized Equipment

Units or parts belonging to main equipment but separately packed shall be clearly marked for easy identification with the main equipment to which they relate.

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All gasket face of flanges, machined working surfaces and threaded parts of all equipment shall be covered with rust preventive tape or by application of oil based alkyd primers or zinc bases epoxies or thin zinc silicate coatings specially formulated for the preservation of CS and Alloy Steels. All flanged connections of vessels shall be protected by metal plates correctly casketed by wooden plugs or plastic caps suitably secured in position.

Vessels shall, where possible, be packed on skid constructions and secured with adjustable steel straps. Manholes and other major openings shall be protected with cover flanges or metallic plates firmly secured. Smaller openings shall be closed with plastic plugs / caps.

All vessel internals and items not installed by Supplier at works including accessories such as small parts, bolts, nuts, gaskets, etc. shall be packed in wooden cases separately for each vessel or apparatus and marked with the same item number as the vessel / apparatus in order to protect all parts from loss or damage in transit. Internals, bolts and gaskets for service / testing operations shall be supplied with the vessels / items by Supplier and all internals shall be boxed separately and marked according to marking procedure.Each item shall be supplied correctly and identified for field installation by others.

All vessels / heat exchangers or items of such construction shall be dried, thoroughly cleaned inside and be free of all dirt and loose foreign materials. The equipment shall be filled with Nitrogen. Make up arrangement for loss of Nitrogen along with a pressure gauge shall be installed.

All commissioning spare parts shall be packed separately and marked with the relevant main item number.

Pumps, compressors, rotating equipment, turbines and motors will require specific packing and preservation as per the relevant Technical Specification. For skidded equipment openings, flange faces, threaded connections, wires, valve stems, and other component parts that may be subjected to mechanical damage or corrosion shall be adequately protected. This protection shall be applied to all components, both those removed and boxed and those remaining in place on the skid assembly. Each skid shall have one box strapped to it containing a complete set of drawings together with a manual covering installation and operating instructions and other pertinent instructions required for reassembly of components that were disassembled for shipment.

4.5 Control Panels and Electrical Devices

Equipment such as control panels, instruments and electrical devices shall be packed in an interior moisture / vapor-proof barrier with silica gel or comparable desiccant. Desiccants shall be bagged to avoid dispersing in containers. The quantity of desiccant shall be calculated in accordance with the manufacturer's recommendations. Equipment must be secured to the case with bolts, blocks or straps. Adequate precautions (for example, shaft locks to prevent longitudinal / rotational movement of rotor shafts in motors) shall be included in the packaging of all equipment which has plain, ball or roller bearings so as to minimize the risk of bearing damage.

4.6 Instruments

Instruments shall be thoroughly clean, dry and free from rust and individually wrapped using polythene sheets / U foam / Thermocol sheets depending upon the items and then packed in wooden boxes. The left out spaces and top of the boxes should be filled with rubberized coir to get proper cushioning effect. Special attention shall be paid for arresting movements of their operating mechanism during transportation. Silica gel or

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desiccant (with recognized brands / grades) shall be strapped inside but shall not come into contact with the paintwork.

4.7 Cables

All electric cables to be packed in new cable drums made of steel and painted with epoxy resin paint. Cable ends to be carefully protected before packing. Polythene sheet should be wrapped over the cables and sealed properly. Cable drum can be put in wooden crates for ease in handling and transportation.

4.8 Saddles, Supports, Spiders and Lifting Equipment

All items which cannot be transported without independent supports must be supplied with Shipping saddles suitable for land and / or ocean transit. Such transport saddles are to be included within the scope of supply. Supplier is to advise of any requirement for lifting beams or other specialized lifting equipment and will include provision for use of such equipment for loading purposes. The Supplier is responsible for ensuring that all modules and oversize items are adequately braced and where required, plastic wrapped suitable for transport. Modules and oversize items shall be packaged to prevent damage during transport.

4.9 Assortment Of Package / Spare Parts for Erection and Commissioning

Equipment and / or parts of different item numbers shall not be packed together in the same package. Small goods such as accessories, spare parts for erection and commissioning and special tools shall be packed separately in respective inner boxes with tags or labels attached there, being clearly indicating their contents. In case such accessories, spare parts and special tools are packed in separate boxes / crates, item no. of main equipment shall be clearly mentioned in Main Shipping Mark for easy identification.

5. MARKING

5.1 General

The purpose of the marking is to identify the packages and detail the weight and dimensions to assure efficient and correct handling during transport and upon arrival at destination.

5.2 Marking Instructions & dispatch details

Packages and crates will be marked with indelible black paint. Marking must be perfectly legible. All packages shall be clearly and properly marked in English language if not otherwise specified.

The shipping marks, shall be stenciled on two sides and one end marked with clear characters at least 5 centimeters high (where crate size permits, otherwise use optimum size for each package dimension).

The texts shall be printed by means of stamps, stencil-plates or electronically. The use of stickers is not allowed, unless securely covered by plastic. Bundles shall be marked by embossing on two metal tags bearing the shipping marks and placed on each side of the package and securely attaching them to the goods. Paint shall be used on metal surfaces.

Labels or tags to be clearly visible and shall be of a quality to remain visible and remain attached during transit, handling and storage for a minimum period of 12 Months.

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Crates containing fragile articles must be packed with special precaution against risk of breakage and must be stenciled on all sides "FRAGILE - HANDLE WITH CARE". Where crates are not to be overturned, Supplier must show on the crates, clear and readily visible identification, to ensure they are kept in the correct position.

Packages / equipment of 2,000 kg or more must be marked with slinging points on all sides, in addition to the centre of gravity marks.

Number packages consecutively i.e. 1 of 10, 2 of 10, etc. Do not duplicate package numbers. SUPPLIER is responsible for any loss or damage caused by incorrect marking.

All cases/crates shall also be marked with the appropriate international standard graphic symbols for handling.

As a minimum, all cases/crates are to be marked clearly on all four sides with:

"HANDLE WITH CARE" "RIGHT SIDE UP" "KEEP DRY"

In the case of packages with a single gross weight totaling 2,000 kg and / or a height of more than 1m, the centre of gravity shall be clearly marked with the symbol on two adjoining sides. For all items of equipment with an eccentric centre of gravity, this symbol shall be marked at the bottom, side and top of the package.

The slinging and lashing points shall be marked with a chain symbol.

When packing in cases / crates, these packages shall also have metal corners at the slinging points.

External front and rear sides of the boxes shall be planed for writing instructions. To facilitate identification, the required colour coding as per the specifications shall be carried out on each package and on corners of pipes & plates.

In case of bundles or other packages wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be protected / covered with gunny bags upto 18" (Eighteen Inches). In case of loose pipes, sticker of above markings should be pasted on inner wall corner of each pipe on both sides

Dispatch details such as consignor / consignee address, contract and case details, stacking instructions shall be written on one side of the boxes. One copy of packing slip wrapped in polyethylene bag covered with aluminum packing slip holder to be nailed on the external surface of the box. A packing list and preservation instructions shall be enclosed in a clear weatherproof plastic re-sealable envelope stapled to the box such that the receiver may determine contents without opening the container. An additional packing list is to be enclosed in a clear waterproof plastic re-sealable envelope stapled inside the container. Stapling of the envelopes shall not prevent removal of the documents.

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5.3 Shipping Marks

Each package shall be marked on three sides with proper paints / indelible waterproof ink as follows:

(OWNER)

(DESTINATION)

PURCHASE ORDER NO. ----------

NET WEIGHT ---------- KGS. GROSS WEIGHT ---------- KGS.

DIMENSIONS ---------- X ---------- X ---------- CMS

PACKAGE NOS. (SL. NO. OF PACKAGE) OF (TOTAL NO. OF PACKAGES)

TAG / ITEM NO. ----------

SUPLLIER'S NAME----------

The details of the Owner / Project are defined specifically in the Purchase Order / Contract.

5.4 Storage Code

The type of storage required is required to be specified, on each packaging in RED colour as follows:

X	Crates or packages to be stored outdoor without covers
XX	Crates or packages to be stored under tarpaulin
XXX	Crates or packages to be stored in covered or enclosed premises
XXXX	Crates or packages which must be stored in air-conditioned premises

6. SHIPMENT

Dispatch of material shall be made in accordance with the relevant terms of Purchase Order. Name of the owner, Project, location and other relevant information shall be as per the relevant annexure(s) to the Purchase Order / Contract.

Any change in mode of transport shall be resorted to only after prior approval in writing from EIL / Owner. Supplier shall ensure dispatch of equipment / materials immediately

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after they are inspected and released. All consignments should be booked in the name of 'owner' and not under 'self' basis.

6.1 Dispatch By Road:

a) The Materials shall be dispatched on Door-Delivery basis (smalls or FTL) through a registered transporter.

However, in case, the transporter is nominated by EIL / Owner, the goods shall be dispatched through the same only.

b) The supplier shall ensure with Transport Company the delivery of materials within a reasonable and minimum transit period. A complete set of dispatch documents (Delivery Challan / Invoice / Packing List / Test Certificate / L.R. / E-way Bill number etc.) shall be sent to concerned officials of EIL / Client (as specified elsewhere in RFQ/PO).

6.2 Shipment By Air:

Whenever supplier is instructed by EIL/ Owner to airfreight any material, the supplier shall take prompt action for the same. Immediately after air-shipment is effected, the vendor shall intimate by e-mail, the details of Airway Bill number and date, the flight No., Number of packages etc. to concerned officials of EIL / Client (as specified elsewhere in RFQ/PO).

6.3 Destination:

The consignments should be dispatched to the Consignee / Address as detailed in the Purchase Order.

6.4 Advance Information:

Immediately after a shipment is made supplier shall intimate Underwriter, other concerned officials of EIL / Client (as specified elsewhere in RFQ/PO) vide mail regarding particulars of materials, value, Purchase Order No., date of dispatch, L.R. number, E-way Bill No., truck no., name of Transport Company.

6.5 Transmission of Dispatch Documents :

Supplier shall, within 48 hrs. of the dispatch of the materials depending upon the payment terms of the Purchase Order, either negotiate through Owner's / EIL's Bankers (as applicable) or forward directly, by Courier the complete set of dispatch Documents to Owner / EIL. as applicable in line with the PO terms & conditions. The supplier shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage / demurrage, if any, due to delay in transmittal of the required documents.

7. TRANSIT RISK INSURANCE

All equipments / materials will be insured for transit risk by (Owners) unless otherwise specified. The insurance cover will be provided from warehouse-to-warehouse.

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ANNEXURE – XI to SPC

Extract of Insurance Policy

INSURANCE:

1.1 Owner has taken the Marine cum Erection Insurance for NREP Expansion Project for materials and services. Any loss or damage to the materials during ocean transportation, Air transportation, port/ custom clearance, during inland and port handling, inland transportation, storage, erection, final test and commissioning shall be to the account of Contractor, and the Contractor shall be exclusively responsible within the scope of supplies in respect of materials and within the scope of services in respect of works to make good any damage or loss to the materials and works by wayof repairs and/or replacement, as the case may be, pending insurance claim, and no delay shall be made by the Contractor in repair/replacement pending such claim. Owner shall raise the insurance claim in case of damage/ loss to the materials and/or works, and all supporting documents for such claims shall be handed over by the Contractor to the Owner immediately. Contractor shall provide all assistance for such a claim.

1.2 Insurance Policy covers NRL as Principal Owner/beneficiary and its Contractors, sub-contractors as Co-insured.

1.3 The Contractor shall bear the entire cost of arranging all documents/ information, facilitating inspection/ discussions by the officials/surveyors deputed by the Insurer, arranging for any independent expert for his opinion or arrange for testing etc. as required by surveyor/insurance Company. The Contractor shall make all efforts to get settlement of claim at the earliest, and no time extension for completion of work will be given for delay on this account.

1.4 Contractor to ensure that all documents i.e. Invoices, LR/BL or any such documents are endorsed that "**Material is for the consumption and Use for NREP/NRL Project."**

1.5 Owner shall reimburse the actual net amount received towards settlement of subject claim net of deductible as given in para 1.6 below. Owner shall also adjust if claim settlement includes any damage of owner's property or cost and expenses incurred by Owner in repair or reinstatement of damage property under this contract.

1.6 Deductibles to be borne by the Contractor are as follows:

A. For Erection, Testing and Commissioning applicable deductible will be as per table given below:

		Deductible for Original Contract Values (excluding taxes) asdefined below:			
		Up to INR 50 Crs	Above INR 50 Crs and up to INR 500 Crs	Above INR 500 Crs and up to INR 1500 Crs	Above INR 1500 Crs.
Act of God / Natural Catastrophic Perils, Fire & Explosion during Testing & Commissioning, Extended Maintenance, Design Defect.	10% of Claim Amount subject to minimum of	INR 50 Lakhs	INR 75 Lakhs	INR 150 Lakhs	INR 300 Lakhs
All other Perils	10% of Claim Amount subject to minimum of	INR 10 Lakhs	INR 20 Lakhs	INR 45 Lakhs	INR 100 Lakhs

B. (i) For Marine Cover deductible is 0.5% of consignment value subject to minimum of Rs. 500,000 in respect of each and every loss
(ii) For barge movement 0.50% of consignment value subject to minimum of Rs. 7,50,000 in respect of each and every claim

- Excess clause shall be applicable for the respective LSTK/Conventional Contract (s) based on original award/contract value (excluding taxes and duties)

1.7 Sum insured for marine insurance has a Per Conveyance Limit of Rs. 200 crores and Per Location Limit of Rs. 400 crores.

1.8 Contractor shall be solely liable to adhere to the requirements of the Insurer and Principal Insured (Owner) for settlement of claims without prejudice to the rights of Owner /Insurer. During claim, following steps which are not exhaustive are required to be taken care by Contractor:

- Timely information of occurrence of risk event i.e. within 24 hours, for conducting survey.
- Protecting the rights of insurer while issuing acknowledgements
- Lodging of monetary claims in time and furnishing of requisite documents to surveyors/ Insurer.
- Taking necessary precautions so that the loss/damage is not aggravated further.
- Damaged goods to be protected fully.
- Clear the site by dismantling & removing the damaged material to designated locationafter verification & survey by Insurer.

  Any money received by the Owner under any policy or policies of insurance shall be held bythe Owner for proportionate payment to the Contractor in respect of any appropriate repairs undertaken and/or replacement(s) made by the Contractor. Should the Contractor fail to undertake in whole or in part such repairs and/or replacement(s) and other works necessary consequent upon the occurrence of any contingency covered by such insurance, Owner shallbe entitled to get the work done in whole or in part for such repair/replacement through any other agency (ies), without prejudice to any other rights or remedies available to the Owner, at the sole risk & cost of the Contractor.

1.9 Separate insurance policy to the extent of deductibles on account of excess may be arranged by Contractor, if desired, at his own cost.

1.10 Contractor shall at his own cost and expense cover all insurance required under the prevailing statutesfor his personnel and his sub-contractors. This shall include but not be limited to ESIC, Workmen's Compensation & Employer's Liability Policy, Accident or Injury to workmen, etc. as per NRL's GCC.

The Contractor shall take Contractor's All Risk Policy (CAR) to take care of their temporary facility created at site including workers residences, if any, their own construction equipment, tools and testing instrument, site office facility etc.

1.11 Contractor shall at his own cost and expense also obtain suitable insurance policies to cover all third-party liabilities, his vehicles, tools, tackles, construction equipment etc.

1.12 Contractor shall ensure compliance to all other indemnity and insurance as stipulated in theGeneral Conditions of Contract (GCC).

1.13 The following shall be noted with regard to the proposed add-on coverage under MCE Policy for Numaligarh Refinery Expansion Project:-

1.13.1 Major Add-on/condition for Marine coverage is given below:

i) Customs Duty Clause + Additional Customs duty clause (up to INR 30 Crs.)
ii) Concealed damage clause – 90 days
iii) Intermediate Storage – 60 days in addition to duration clause of ICC-A/ITC-A/ICC-A (Air) as per Cargo termination of storage in transit clause (Amended).
iv) Escalation clause- up to 50% for Imports and 30% for Indigenous.

1.13.2 Major Add-on coverage for Erection is given below:-

i) Escalation: up to 10% of the Policy Sum Insured
ii) Expediting Cost Including airfreight and Express Freight: Up to 15% of claim amount maximum Rs. 10 crores AOA and in aggregate
iii) Additional Customs Duty: up to Rs. 15 crores in aggregate
iv) Waiver of Subrogation - against named/additional insured only
v) Owner's surrounding property- MR 119: Owners surrounding property up to Rs. 20 crores AOA and in aggregate.
vi) Offsite storage/fabrication/modification, and/or any work related to the project anywhere in India - MR 013: Offsite storage including at fabricators premises, 50-year return period, Limit Rs. 10 crores AOA and Rs. 25 in aggregate
vii) 72 Hours Clause
viii) Loss minimization cover - Aggregate Amount of Rs. 10 crores
ix) Automatic reinstatement clause for up to Rs. 50 crores in aggregate
x) 50/50 clause
xi) Third party Liability for AOA Rs. 50 Crores and in aggregate: Rs. 100 Crores
xii) MR 001: Riot, Strike and Malicious Damage: Limit INR 500,000,000 in aggregate- all losses linked to communicable disease would be excluded under this extension as well.
xiii) Cover for Earthquake (Fire & Shock), Volcanism, tsunami, storm, cyclone, flood, inundation, landslide (and other AOG Perils)
xiv) Cover for loss or damage due to Strike, Riot and civil commotion (SRCC) and Earthquake
xv) Extended Maintenance Cover up to 12 months
xvi) Design Defect LEG2/96
xvii) Warranted that any river crossing for pipeline works to be done during dry season (October – April) – this is a pre-requisite for any claims to be indemnifiable.
xviii) MR 219: Horizontal Directional Drilling, Limit Rs. 15 crores AOA and Rs. 25 crores in aggregate

1.14 Terrorism coverage:

Terrorism coverage shall be provided under a separate Insurance Policy by NRL.

Extract of NREP Project Insurance Policy:

1.0 RISK COVERAGES AND TERMS AND CONDITIONS:

1.1 Erection All Risk, ALOP & Third Party Liability (Schedule A)

1.1.1 TYPE	Erection All Risks (EAR), ALOP & Third Party Liability as more fully defined in the Original Policy Wording.
1.1.2 INSURED	**Owner/Principal:** Numaligarh Refinery Limited **Additional Insured:** Project Management Consultants and/or Engineering Contractors and/or Construction Contractors and/or Licensor and any other company, firm, person orparty (including but not limited to Contractors and Sub-Contractors of any tier and/or Works Contracts) with whom the Named Insured(s) above, or in this paragraph have, or in the past had, entered into written agreement(s) in connection with the Project, and/or any works activities, and preparations connected therewith. Consultants for manufacturers, suppliers, vendors, architect &/or the Independent Engineers/Consultants and/or consulting engineers and/or servants or agents acting on their behalf, in connection with the project. Including all other Banks, Financial Institutions and other consortium Lenders: For their respective rights and interest.
1.1.3 PERIOD	**Tentative months:** Forty Three (43) months starting from the policy effective date estimated to be from 1st May 2021 or actual date of policy effective date inclusiveof estimated Four (4) months of testing period.
1.1.4 PROJECT WORKS DESCRIPTION	Design, engineering, manufacture procurement, supply, delivery, erection, construction, installation, testing, commissioning, start-up and maintenance of theNREP.
1.1.5 LOCATION OF RISKS:	Numaligarh Refinery Limited, Pankagrant Village, Golaghat District, Assam forthe main plant and all other locations of NREP including various offsite storage and fabrication sites of NRL/contractors/sub-contractors whether owned or leasedincluding cross country pipe line project work.
1.1.6 INTEREST	**Section I – Material Damage** The permanent and temporary works, materials, site accommodation and/orcontents, construction plant, tools and equipment, survey and other instruments including site accommodation and/or contents, and/or for and/or other property used or for use in connection with the Project, along with demolition works as may be relevant, that the Insured own or that for which he is responsible and start-up ofproject and/or all other associated ancillary works and/or works outside the plot boundary and/or including all existing works as on the effective date of insurancepolicy, including loss of Feed stock and utilities for any loss during pre- commissioning and testing. **Section II – ALOP (Advance Loss of Gross Profit)** Indemnity period 12 months **Section III- Third Party Liability** Covering all locations, as given under clause 4.1.5 above.

<table>
<tr><td rowspan="9">1.1.7 TOTAL SUM INSURED:</td><td colspan="2">The “Sum to be Insured” is the COMPLETELY ERECTED COST OF THE PROJECT including all cost of the goods/Plants/Machinery/Equipment/Other materials and consumables including taxes and duties.

<u>Sum Insured: (NREP Refinery including HGU BOO and Pipeline including COIT BOOT)</u>

Section I: (Including taxes & duties, refer Annexure-I – Project Detail)</td></tr>
<tr><td>Sum Insured: Imported and Indigenous P&M, including civilworks of all kinds (A + B).</td><td>INR Crs</td></tr>
<tr><td>(A) Cost of Imported Equipment Including Freight, Customduty and GST</td><td>INR Crs</td></tr>
<tr><td>(B) Balance Cost as above in INR (Including Freight, Taxes,GST etc.)</td><td>INR Crs</td></tr>
<tr><td>Feed Stock & Stock in process (Risk covered should start only 6 months prior to end of the project policy period as defined above)
1) For Testing & Commissioning: Rs. crs
2) Storage & Plant hold up at Refinery site: Rs. crs
3) Storage at COIT: Rs. crs</td><td>INR Crs.</td></tr>
<tr><td>Section II: ALOP for Gross Profit (For Indemnity periodof 12 months)</td><td>INR Crs</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Section III: Third Party Liability</td><td>AOA: INR 50 Crs
In aggregate: INR 100 Crs</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td>1.1.8 DEDUCTIBLES</td><td colspan="2">1. <u>Refinery Section:</u>
Act of God / Natural Catastrophic Perils, Fire & Explosion during Testing & Commissioning, Extended Maintenance, Design Defect – 10% of Claim AmountSubject to Minimum of INR 125,000,000.
Other Perils – 10% of Claim Amount Subject to Minimum of INR 35,000,000.

(Note: The above deductibles will not be applicable for this Contract. Refer clause 1.6 (A) of Annexure-XXIII (Insurance) for deductibles applicable forthe Contract.)

2. ALOP: Normal- 90 Days, NAT-CAT Perils/Long lead items/Imported items- 120 days.

3. Third Party : PD- 5% of claim amount subject to minimum of INR 1.25 CrBodily injury- NIL

Notes:
1. The excess shall be applicable for Each and Every Loss (EEL).</td></tr>
</table>

1.1.9 Add-on	The Original Policy Conditions and Clauses include, but not limited to: Broadly as per Munich Re's standard Erection All Risks Policy or its equivalentwith the following extensions: 1. MR 001: Riot, Strike and Malicious Damage: Limit INR 500,000,000 in aggregate. All losses linked to communicable disease would be excluded. 2. Cover for Earthquake (Fire & Shock), Volcanism, tsunami, storm, cyclone,flood, inundation, landslide (and other AOG Perils) 3. Waiver of contribution clause 4. MR 004: Extended Maintenance cover for 12 months 5. Third Party Liability including Cross Liability and Liability during extended maintenance – INR 50 Crores 6. Escalation up to 10 % 7. Additional customs duty up to INR 15 Crores in aggregate 8. 72 hours clause 9. Professional fees clause – INR 10 Crores in aggregate 10. Dewatering, clearance and removal of debris including external debris- 10%of the loss amount subject to maximum of INR 100,000,000 AOA & in aggregate. Subject to adequate dewatering pumping capacity to be maintained at all locations where work of more than INR 10 Cr is being executed. Foreign / External Debris Cover Included – INR 20,000,000 within overalllimit of ROD. 11. Extra costs for dismantling, shoring-up, propping and/or protecting insuredproperty whether damaged or not, clearing and repairing drains and servicemains at the site, salvage, fire extinguishing, demolition, removal and disposal(provided this is necessary for completion of repair / reinstatement) – INR 100,000,000 Any One Accident & In Aggregate. 12. 50:50 Clause 13. Loss minimization cover - Aggregate Amount of INR 100,000,000 14. Automatic reinstatement clause for up to INR 500,000,000 in aggregate 15. MR 013: Offsite storage including at fabricators premises, 50-year return period, Limit INR 100,000,000 AOA and INR 250,000,000 in aggregate; 16. Design defect DE-3 for Civil construction and DE-4 for Plant & Machinery(as per LEG2/96) 17. Hydrocarbon processing endorsement – wording as per: MR 204 for Hydrocarbon Processing Industries 1; and MR 205 for Hydrocarbon Processing Industries 2 (upto INR 250,000,000 AOA and in aggregate); 18. Cover for plans and documents – INR 100 lakhs in aggregate 19. MR 218: Leak search cost, INR 50,000,000 aoa and in aggregate, subject to50% of welding seams being x-rayed; 20. Goods held in trust clause (subject to forming part of Section 1 sums insured) 21. Care, custody and control clause (including Goods {other than feedstock, consumables, CPM)} Held in Trust (subject to forming part of Section 1 sums insured) 22. MR 119: Owners surrounding property up to INR 200,000,000 AOA and in aggregate; 23. MR 220: Inland Transit including movement to/from off-site storage spanning over public road in between (Coverage provided for insured's siteswithin 10 KMs range). Per Bottom Limit– INR 250,000,000 Any One Conveyance 24. Multiple Insured and Non Vitiation Clause (LEG Multiple Insured Clause) 25. MR 114: Serial loss - 1st Loss 100% / 2nd loss 80% / 3rd Loss 60% / 4th and subsequent loss: NIL 26. Cover for temporary structure and content. (subject to value of works are included in Section 1 – Material Damage sums insured). 27. Cover for insured contract works taken over or put into use/service (For Permanent Civil Facilities viz. Insured's Office, Permanent Roads & other Civil Buildings within the Project Site) 28. Public Authority Clause - Up to INR 100,000,000 in aggregate. 29. Arbitration clause (Indian arbitration clause) 30. Loss Payee Clause

	31. Payment On Account Clause (upto 50% as per surveyors recommendations) Primary and Non-Contributory Clause 32. Waiver of Subrogation Clause (against named insured) 33. Non-Cancellation clause. 34. Nominated Loss Adjustor's clause (names to be advised by insurance company in their bid document) 35. Sum Insured for the purpose of Value at Risk shall at all-time be considered including full escalation covered under the policy 36. Fragile items cover - Limit Rs. 2 crores in aggregate, if forming part of Section 1 sums insured. 37. Damage due to falling Objects Cover 38. MR 206: Firefighting facilities, Limit INR 100,000,000 per storage unit; 39. MR 120: Vibration, Removal and Weakening of support, Deductible: 25%of the claim minimum INR 40,000,000 each and every loss; 40. Designated property clause 41. Claim preparation clause - Limit Rs. 25 lakhs in aggregate. 42. MR 006: Expediting Cost Including airfreight and Express Freight: Up to15% of claim amount maximum INR 100,000,000 AOA and in aggregate.
1.1.10 **Other Subjectivities**	• Excluding Ex Gratia and without Prejudice settlements • NMA 2919 War & Terrorism Exclusion • NMA 1685: Industry Seepage, Pollution & Contamination Exclusion • NMA 1622: Radioactive Contamination Exclusion; • Cyber Loss Limited Exclusion Clause ~ LMA5410 (amended) • LMA 5062: Fraudulent Claim Clause; • LMA 3333 Reinsurers Liability Several and Not Joint • LMA 3100 Sanctions, Limitations and Exclusion Clause • CL 370 Institute Radioactive Contamination / Chemical Exclusion • CL380 Cyber Attack Exclusion Clause • Political Risk Exclusion Clause • Total Asbestos Exclusion Clause • NMA 1975a Nuclear Energy Risk Exclusion • EPI 58 Mould Exclusion • MR 005: Time schedule, 6 weeks • MR 008: Structures in Earthquake zone; • MR 121: Piling Foundation and retaining wall works; • MRe208- Warranty Concerning Underground Cables and Pipes • MR 209: Crops, Forests and Cultures • MR 217: Special conditions for open trenches during laying of pipelines: 3000 m per section * 16 sections maximum • MR 221: Safety measures with respect to flood and inundation, 50 years return period; • MR 110 - Safety measures w.r.t. precipitation, flood and inundation (50 year return period) • NMA 464 : War and Civil war exclusion clause • Fines & Penalties Exclusion • NMA 2737 Claims Cooperation clause • LMA 5391 Coronavirus Exclusion • LMA 5394 Communicable Disease Endorsement • No losses till confirmation of binding or inception of policy period, whichever is later • Exclusion of Contractors Plant, Machinery and Equipment; • Exclusion of marine liability and any consequential losses thereof • MR 106: Sections, 100 metres per section x 20 sections in aggregate, minimum distance between two sections 500 metres;

	• MR 207: Camps and Stores, 50Y RP and INR 100,000,000 per storage Unit
	• MR 219: Horizontal Directional Drilling, Limit INR 150,000,000 AOA and INR 250,000,000 in aggregate; • MR wet risk clause • Temporary roads put to use will be off cover • Exclusion of tunneling works (not applicable for pipeline project) • Exclusion of SPM and sub-sea pipelines • ALOP Monitoring Agency- Lead Insurer to decide • MR 109: Construction material, 50 years return period; • MR 203: Used machinery; • MR 214: Subsidence; • Any direct and or indirect exposure from Iranian Crude Oil will not be covered; • Exclusion of any loss or damage arising out to prototype and/or second-hand technology; • No cover for Catalyst poisoning; • Warranted that any river crossing for pipeline works to be done during dry season (October – April) – this a pre-requisite for any claims to be indemnifiable; • LMA 5401 Property Cyber and Data Exclusion;

1.2 Marine cum Storage and Marine DSU (Schedule B)

1.2.1 TYPE	Marine cum Storage (including War & SRCC).	
1.2.2 INSURED	Numaligarh Refinery Limited as Owner/Principal and/or; All other suppliers/sub-suppliers, contractors/sub-contractors and works contractors, any tier and any of their subsidiary companies including any other connected party belonging to them, directors, officers, employees of each ofthe above party for their respective rights and interest; Consultants &/or the Independent Engineer and/or servants or agents acting on their behalf. Including all other Banks, Financial Institutions and other consortium Lenders: For their respective rights and interest. But excluding in all cases ship owners and/or vessel owners and/or barge owners and/or ship charterers and /or vessel charterers and /or barge charterers and Freight Forwarders. All for their respective rights and interests.	
1.2.3 PERIOD OF INSURANCE	Always open for all shipments arising from or in connection with the Projectdescribed herein commencing on or date of inception, until the end of the project policy period or upon cancellation by the Named Insured's.	
1.2.4 SUM INSURED (INR)	**Sum Insured:(NREP Refinery including HGU BOO and Pipelineincluding COIT BOOT)**	
	Total Sum Insured as per Annexure I – ProjectDetail {(A) + (B) as bifurcated below}	**INR Crs**
	(A) Imported Material / Equipment	**INR Crs**
	(B) Indigenous Material / Equipment	**INR Crs**
	Marine DSU for indemnity period of 12 months	**INR Crs**

<table>
<tr><td>1.2.5 ABOUT THE PROJECT:</td><td>Project cargo/consignments being all materials, equipment and supplies, whichforms part of NREP

Load Ports: Anywhere in the world

Load Ports for Domestic Supplies: Anywhere in India

Discharge ports: Mainly Ports in West Bengal but also to include Ports inOdisha, and Maharashtra or any other ports in India

Unloading Plans: Details to be made available for critical equipment andODC/OWC cargo, in due course.

Transport Agreements: Contracts to be provided in due course.
.
Barge Transits: Envisaged and hence to be considered for cover.

Voyage: Rail/Road/Air/Water ways (coastal/sea/river)

<table><tr><td>By Rail/Road/Costal Waterways/River/Air</td><td>1. Majority West Bengal Ports/Airports
2. Also Orissa, Tamil Nadu and Mumbai Maharashtra Ports and Airports</td></tr></table></td></tr>
<tr><td>1.2.6 LOCATION OF PROJECT:</td><td>NREP across all locations in India specified in Project Details</td></tr>
<tr><td>1.2.7 INTERESTS/ RISKS INSURED/ MODE OF CONVEYANCE:</td><td>Marine Cargo (ALL RISKS + WAR & SRCC)
Upon all materials (including high sea sales/purchases) including free-issued materials, equipment, plant and machinery, spares, consumables, packingmaterial and all other material / items pertaining to or incidental to/ or inconnection with the project of Refinery and/or associated facilities againstall risks of physical loss or damage while in transit, including loading and unloading activities, by Sea, Coastal transit by barges, and transit by Rail/Road, Air, Courier or Multimodal from country of origin anywhere in the world to the Project Site or designated storage areas in India, or vice versa.

The insurance also cover first loading.

Replacement / Rejected / Return shipment to be held covered as per return /replacement / rejected shipment clause.</td></tr>
<tr><td>1.2.8 LIMITS OF LIABILITY:</td><td>Subject to the following per conveyance limits:
Per Bottom Limit: INR 200 Crs per any one vessel, conveyance. Per Location Limit: INR 400 Crs i.e. twice the Per Bottom Limit.</td></tr>
<tr><td>1.2.10 GENERAL AVERAGE CLAUSE</td><td>This insurance covers general average and salvage charges incurred to avoid or in connection with the avoidance of loss from any cause covered by this Policy and except as specifically excluded, such charges to be adjusted or determined according to the contract of affreightment and/or the governing law and practice (or if there is no contract of affreightment, according to Foreign Statement or York-Antwerp Rules).
For the purpose of claims for general average contributions and salvage charges recoverable hereunder the Insured Property shall be deemed tobe insured for its full contributory value.
General average deposits shall be payable on production of general average deposit receipts.</td></tr>
</table>

1.2.11 PACKING CLAUSE	In the event of a claim being made for loss or damage to the Insured Propertywhich is alleged to be caused by insufficiency or unsuitability of packing orpreparation of the Insured Property, Insurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defense against the claim in any case where the packing or preparation was carried out by a party other than the Named Insured and the insufficiency or unsuitability arose entirely without the Named Insured's privity or knowledge. For the purpose of this clause, "packing" shall be deemed to include stowage in a container and/or other inter-modal method of unit load.
1.2.12 CHOICE OF LAW AND JURISDICTION:	Worldwide
1.2.13 BASIS OF VALUATION:	**Indigenous Equipment:** Ex-works cost including all spares plus taxes and duties plus all actual expenses including but not limited to freight andinsurance till it reaches the site. **Imported Items:** Invoice price plus all actual expenses up to port of landingin India plus duties and taxes including but not limited to freight and insurance,custom duty plus all expenses incurred within the country plus either 5% or actual transportation cost, whichever is higher plus 10%
1.2.14 DEDUCTIBLES:	0.50% of the consignment value subject to a minimum of INR 500,000 in respect of each and every loss. Barge movement 0.50% of consignment valuesubject to minimum of INR 750,000 EEL. NIL Excess for General Average Marine DSU: Waiting Period of 45 days
1.2.15 CONDITIONS:	1. Marine Cargo 2. Institute Cargo Clauses (A) CL382 1/1/09 3. Institute Classification Clause 1.1.01 IACS vessels aged up to 30 yearsheld covered 4. Institute Cargo Clauses (Air; excluding sending's by Post) CL387 1/1/09 5. Institute Strikes Clauses (Cargo) CL386 1/1/09 6. Institute Strikes Clauses (Air Cargo) CL389 1/1/09 7. Institute War Clauses (Cargo) CL385 1/1/09 8. Institute War Clauses (Air Cargo; excluding sending's by Post) CL388 1/1/09 9. Institute War Clauses (sending's by Post) CL390 1/3/09 10. Institute War Cancellation Clause CL359 1/1/95 11. Institute Replacement Clause CL161 1/1/34 12. Institute cyber-attack exclusion clause CL 380 10/11/03 13. Institute War Cancellation Clause (Cargo) CL 14. Institute Theft, Pilferage & Non Delivery Clause CL.272 15. Inland Transit All Risk (version 2010) 16. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical & electromagnetic Weapons Exclusion on CL370 10.11.03 17. Riots, strike & civil commotion clause (Inland Transit) 18. 50:50 clause 19. Attachment & Termination Clause 20. Buyers Interest Contingency Clause 21. Customs Duty Clause + Additional Customs duty clause (up to INR 30Crs) 22. Concealed damage clause – 90 days 23. Conveyance clause 24. Control of damaged goods clause. 25. Cargo termination of transit clause (Terrorism, JC 2001/056) 26. Civil authority clause 27. Claims Quantum Clause 28. Claused Bill of Lading Admitted

	29. Container clause 30. Container demurrage charge clause 31. Change of Transportation Clause - without the knowledge and/or consentof the insured. 32. Cover for over dimensional/Overweight/Heavy Lift cargo. 33. Debris removal (sublimit - USD 250,000) 34. Diversion clause 35. Deliberate damage - pollution hazard 36. Deliberate damage clause – Customs service 37. Exclusion for Delay under ICC to be carved / bought back in case of delayan act of General Average 38. Export control clause. 39. Errors and Omission clause - Not to apply to critical items 40. Extension of Duration Clause by 60 days at Discharge Port 41. Extension of cover in respect of Damaged Interests 42. Escalation clause- up to 50% for Imports and 30% for Indigenous. 43. Expediting Costs Clause (sublimit -USD 250,000 for each and every loss) 44. Extra Expenses Clause (sublimit -USD 250,000 for each and every loss) 45. Fumigation 46. General note clause 47. Intermediate Storage – 60 days in addition to duration clause of ICC-A/ITC-A/ICC-A (Air) as per Cargo termination of storage in transit clause (Amended). For intermediate storage beyond the above period (Upto 60 days) for ODC/OWC (to be notified to Insurer at least 10 working days in advance), will be available at additional premium rate of 0.05% per month or part thereof, if opted by Insured. 48. Insolvency exclusion clause 49. Import duty and collect freight 50. Inspection of record clause 51. Insurable Interest Clause 52. Jurisdiction Clause 53. Letter of credit clause 54. Loss Payee Clause 55. Multiple Insured's including Non Vitiation Clause Machinery warranty clause 56. Notifications of claims 57. Nomination of Repairers Clause 58. Non delivery losses/missing goods 59. On Deck or under desk shipment 60. Professional Fees 61. Period of 72 hours clause 62. Repacking Unpacking / Deferred Unpacking Clause 63. Return or rejected shipments to be covered 64. Replacement by air 65. Shipping Expenses Clause (sublimit - USD 250,000) 66. Shortage from Trailers and/or Vehicles Clause. 67. Survey fees Clause 68. Stuffing/De-stuffing/re-stuffing at consolidators and/or packers premises 69. Seal Intact Clause 70. Titles of Clauses and Language of Policy 71. Wilful Misconduct 72. Overloading warranty deleted 73. Testing, sorting and segregation clause 74. Marine extension clause 75. Accumulation clause 76. License clause 77. Unseaworthiness and unfitness clause admitted

	78. Surveys and pre-inspections required during loading, unloading or transshipment, for over dimensional or over weight cargo or otherwise, would be minimum and for agreed equipment / material and would be atthe cost of the Insurers 79. Additional expense clause (sublimit - USD 250,000) 80. Delay in opening 81. Work in course of voyage clause
1.2.16 Additional Requirements	• To cover unloading at site including direct unloading onto place of erection from any mode of conveyance. • If there is a claim dispute, a technical consultant would be appointed by Insured and Insurers with mutual agreement. The technical consultant's judgment would be considered final and accepted by both the parties. • Survey Warranty Clause; at cost of Insurers; Survey warranty shall not be mandatory if critical equipment shipped in enclosed containers • Paramount warranty clause • Apportionment of recoveries clause • Joint Insured clause
1.2.17 Additional Conditions	• Cargo ISM Endorsement (JC 98/019 1 May 1998) • Cargo ISM Forwarding Charges Clause (Amended) • Cargo ISPS Endorsement • Cargo ISPS Forwarding Charges Clause (Amended) • Contracts (Rights of Third Parties) ACT 1999 Exclusion Clause (Cargo) • Cutting Clause (where possible) • Delay in Opening/50:50 • Non-Vitiation Clause (in favour of lenders-only) • Primary Insurance Clause • Sanction Limitation and Exclusion Clause (JC2010/014) dated 11/08/10 • Termination of Transit Clause (Terrorism) 2009 • Excluding electrical, electronic and mechanical derangement unless caused bya peril covered under Institute Cargo Clauses (C) CL.384 dated 1.1.09 • Excluding rusting, oxidation and discoloration in respect of unpacked or unprotected property, and/or in respect of all non-containerized items shipped on deck unless caused by a peril covered under Institute Cargo Clauses (C) CL.384 1/1/09 • Excluding damage to linings and/or coatings of pipes unless damaged due to an insured peril. • Excluding loss, damage or expense caused by or resulting from final positioning, installation and/or testing. • Excluding contractor's Plant and Equipment absolutely unless otherwise agreed by Lead Reinsurer. • Excluding second hand equipment, unless otherwise agreed by lead Reinsurer. • Excluding ocean/international barge shipments unless with prior written agreement of Insurer and at additional terms and conditions as would be agreed. • Excluding twisting, bending, scratching of steelwork etc. unless caused by perils insured under Institute Cargo Clauses (B) CL383 dated 1/1/2009 • Communicable Disease Exclusion JC2020-011 dated 17 April 2020".

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ANNEXURE-X

SELF DECLARATION OF CONFLICT OF INTEREST

Job Name: DCU REVAMP PROJECT OF NRL

Tender No.: LT/B440-003-LB-MR-4060/113

Terms & Conditions in respect of "Conflict of Interest" in the bidding process:-

A bidder shall not have conflict of interest with other bidders. The bidders found to have a conflict of interest shall be disqualified.

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) bidder participates in more than one bid in this tender. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
   1. The principal manufacturer directly or through one Indian agent on his behalf; and [in case of receipt of bids from both the Indian agent & the principal, the principal manufacturer shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the principal manufacturer shall be considered]
   2. Indian/foreign agent on behalf of only one principal.

g) a bidder or any of its affiliates provided the consultancy (through another contract) in the preparation of the design or technical specifications of this supply/contract;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SELF DECLARATION OF CONFLICT-OF-INTEREST FREE BID

I am / We are participating in this tender (*whole or part of the tender against which separate contracts will be awarded to individual bidders*), taking note of the above terms & conditions and hereby declare that there is no other participating bidder in the same (*whole or part of*

the tender), which may create conflict of interest as described above, to the best of our knowledge and understanding.

I/We understand that in case any conflict of interest is found to have occurred, NRL will disqualify the bids from the bidders deemed to have conflict of interest.

I / We further declare that in case I / We observe that any conflict of interest is found to have occurred after the unpriced bid opening, I / We shall immediately inform NRL in writing regarding such conflict of interest **within 2 days** from unpriced bid opening; and NRL shall have the right to disqualify the bids from the bidders deemed to have conflict of interest.

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

_____

Date: (SIGNATURE OF BIDDER)
Place:

ANNEXURE-XI

Job Name : DCU REVAMP PROJECT OF NRL

RFQ No. : LT/B440-003-LB-MR-4060/113

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

(1) **SELF DECLARATION OF DEBARMENT / BLACKLISTING / 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.

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.

Date: **(SIGNATURE OF BIDDER)**

Place:

Note: *Please refer NRL's current "Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers" available in NRL website www.nrl.co.in (under "Tenders" section) for details. Bidders are requested to carefully read the said policy which will be applicable for this tender.*

NUMALIGARH REFINERY LIMITED
General Purchase Conditions (Indigenous) - 2024
(Effective from 09.09.2024)

Definition:

1. 'NRL'/'Owner' means 'Numaligarh Refinery Limited'

2. 'Vendor'/'Contractor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.

3. Banker: Unless otherwise specified, NRL's banker at Numaligarh shall be: State Bank of India, NR Complex, P.O. NR Project, Pin: 785699, Dist. Golaghat, Assam. Bank Code: 5377.

Unless otherwise specified, the following Terms & Conditions shall be applicable for supply of goods.

1	**Price Basis:**	Prices are to be quoted on FOR NRL Site, Numaligarh basis (or, FOR NRL Guwahati/New Delhi/Calcutta/Siliguri/Paradeep basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight, third party inspection (if applicable) and transit insurance charges, (all in % age).
1(A)	**OEM/Authorised Dealer/Agents of Supplier:**	When a bidder sends quotation for an item manufactured by some different company, the bidder is also required to attach, in its quotation, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product as per formats given in RFQ/NIT. However, manufacturer's authorisation / confirmation may not be required for Commercially-Off-the-Shelf items, unless specifically mentioned in the RFQ/NIT. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer / distributor / channel partner will not be considered and EMD (if any) will be returned. And in case of violations, both infringing bids will be rejected.
2	**Firm Price:**	Quoted prices shall remain firm and fixed till complete execution of the order. NRL is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) in excise duty, custom duty, GST, and any other tax, duty or other levy on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.
2(A)	**Suo motu discounts and rebates after opening of the tender:**	If a bidder offers suo motu discounts and rebates after opening of the tender (techno-commercial or financial), such rebates/discounts shall not be considered for the purpose of ranking the offer but if such a firm does become L1 at its original offer, such suo motu rebates will be incorporated in the contracts by NRL.
3	**Payment Term:**	Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods at site subject to submission of Contract Performance Security (CPS) and Warranty Bank Guarantee (WBG), as applicable.
4	**Weights & Measurements:**	All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding. Qty. Tolerance @±0.05% (up to 20 MT) and Tolerance @± 0.03% (beyond 20 MT) for weigh bridge scale variation (Class- III) shall be permissible.
5	**Qty. Tolerance:**	For items like Structural Steel, Plates, Tor Steel, Cement, Bulk Chemical 5% qty tolerance by weight and for Cable and Pipe materials 5% qty tolerance by length shall be permissible. Payment will be made on actuals within the tolerance limit.
6	**Transportation:**	Unless otherwise agreed upon, transportation of goods up to the specified destination shall be in Vendor's scope.

		The materials to be dispatched through a transporter registered as per Carriage by Road Act 2007 and Carriage by Road Rules 2011. The Consignment Note/ Lorry receipt must carry the registration number as per the rules stated in The Carriage by Road Rules, 2011. Material shall be delivered in a truck/vehicle having valid documents like Vehicle Registration Certificate, Insurance Certificate, Pollution Under Control Certificate, Fitness Certificate. The vehicle shall not be overloaded and drivers shall have valid driving license. E-way bill to be generated by vendor/vendor's nominated transporter for movement of goods/materials as per Rule 138 of the CGST Rules, 2017 issued by Central Board Of Indirect Taxes & Customs and any subsequent amendment thereafter.
7	**Despatch:**	Unless otherwise specified, all LR/RR etc. must be in the name of Numaligarh Refinery Limited and not 'Self'. Any demurrage or wharfage paid by NRL to the carriers due to consignments being booked as 'Self' will be recovered from the vendor. No consignment shall be booked on 'Said to Contain' basis. If so, it will be at vendor's own responsibility and risk.
8	**Packing, Marking, Shipping & Documentation:**	All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list. Details given in the "Packing, Marking, Shipping and Documentation Specification. for Indigenous Materials" - wherever enclosed with a Purchase Order shall be strictly followed. For chemicals, MSDS should be a part of transportation documents (the document should specifically mention the conditions for material storage). In case the Chemical is hazardous in nature, it should be legibly recorded on the body of the Drum/ Can as applicable.
9.1 A	**Test Certificate:**	Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished along with supplies. In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies. Further, shelf-life certificate to be submitted if applicable for the items.
9.1 B	**Shelf Life Certification:**	Shelf Life for Material / Chemicals / Consumables to be declared based on applicability of the same. A certificate to this effect should be submitted separately certified by competent authority. This is mandatory for all such procurements which become eligible under this broad head.
10	**Guarantee/ Warranty:**	10.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch whichever is earlier. Warranty for replacement of material/ accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. 10.2. All the materials including components and sub-contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at NRL's concerned location at vendor's risk and cost on due notice. 10.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the

		vendor on "Freight Paid" basis. Alternatively, NRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility. 10.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced. 10.5. The replacement goods/services shall follow the same Quality Assurance Plan.
11	**Insurance Charges:**	11.1 Transit insurance shall be in the scope of vendor where delivery basis requirement is 'FOR NRL Site'. 11.2 Only when specifically mentioned in enquiry that delivery basis requirement is 'Ex-works' and transportation by NRL; in those cases only Transit Insurance shall be in NRL's scope. In such instances, vendor shall intimate dispatch details and value of goods in advance over e-mail for transit insurance coverage.
12	**Bank Charges:**	Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.
13	**Offer Validity:**	The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry. In case the Tenderer revokes/cancels/varies/withdraws his tender within the above period, the OWNER shall have the right to forfeit the EMD, if any, without any further notice to the tenderer. In case of such revocation or cancellation or variation by the Tenderer, without the consent of the OWNER, the OWNER shall have the right to put the tenderer on holiday list, barring the tenderer from participating in any tender for future tenders.
14	**Taxes & Duties:**	All vendors shall have valid GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required. 14. 1 **GST**: 14.1.1 GST extra as applicable at the time of delivery within scheduled delivery period will be payable by NRL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account. 14.1.2 In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor, shall be borne by the vendor. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 14.1.1. In case of change in stand of vendor about applicable rate of GST towards higher side, the same will not be payable. 14.1.3 Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable. Vendor shall ask the transporter of the goods to hand over the copy of GST invoice (transporter's copy) at the time of delivery of goods at owner's site. The vendor shall take steps viz. mention relevant GSTIN of NRL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default

		is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws. Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER. NRL's …… Range : Bokakhat Division : Jorhat Commissionerate : Dibrugarh PAN : AAACN6984B GSTN : 18AAACN6984B1ZD (Assam) 19AAACN6984B1ZB (WB) 21AAACN6984B2ZP (Odisha) 07AAACN6984B1ZG (Delhi) 07AAACN6984B2ZF* (*Input Service Distributor Delhi)
15	**Delivery Period, Delayed Delivery & Liquidated Damages:**	15.1 The time and date of Delivery of Material(s) as stipulated in the order shall be strictly adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s). 15.2 The inability of vendors to execute orders in accordance with the agreed/quoted delivery schedule will entitle NRL, at its options, to: 15.2.1 While granting extension of the delivery period, where the delivery of goods or any part thereof is accepted after expiry of the original delivery period, NRL may recover from the vendor, the LD a sum equivalent to 0.5% (half percent) per week or part thereof of delay. The total liquidated damages shall not exceed 5% (five percent) of the total value of the goods. However, if delivery of goods (including installation & commissioning) in a staggered/splitable manner is possible and permissible, then, the LD imposed would be on the value of the portion of the delayed goods. If the contract involves assembling/ integration/ commissioning of all the ordered goods to get the desired product/output, then, the LD imposed would be on the total order value of goods. Compensation for loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated is termed as LD. There is no need to establish actual loss due to late delivery. Liquidated Damages (LD) for delay / late delivery shall convey the same meaning as Price reduction clause (PRC) for delay / late delivery. Where any delay in delivery is due to default by the seller/contractor, any increase in statutory duties and/or upward rise in prices due to the price variation clause (PVC) and/or any adverse fluctuation in foreign exchange during the extended/delayed delivery period are to be borne by the seller/contractor. This will be over and above levy of LD/PRC. However, the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate during the extended/delayed delivery period. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period. 15.2.2 Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 15.2.1 above in respect of goods delivered.

		Note: a) In case of package items (ordered as a complete system), the price reduction for delayed delivery shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved). b) In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price reduction clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity. **Prior approval from NRL to be taken if the party plans to deliver the material in parts / partial shipment basis in case the same is not clearly mentioned as allowable in the Purchase Order.**
16	**Repeat Order:**	Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.
17	**Part Order:**	Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.
18	**Changes in Terms & Conditions:**	NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered by NRL.
19	**Right of Rejection:**	NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.
20	**Settlement of Disputes:**	20.1 **FOR SETTLEMENT OF DISPUTES BETWEEN COMPANY and THE PARTY, OTHER THAN CENTRAL PUBLIC SECTOR UNDERTAKINGS** 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 endeavoured 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 authorised 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 raising the dispute is not satisfied of the dispute by the aforesaid process and/or the dispute is not resolved by mutual agreement and put in writing within 3(Three) months or within such further period as may be mutually agreed from the date the dispute arose, the matter and/or dispute will be then referred to Arbitration and such disputes and/or difference will be resolved through Arbitration according to Arbitration clause mentioned herein below.

e. However the option of amicably settling the dispute will be open at any time during and post arbitration or during pendency of any court proceeding, arising out of such Arbitration, and is pending before any Court or Tribunal or in any other judicial forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other judicial forum(s).

20.1.1 ARBITRATION CLAUSE:

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, unless otherwise mutually agreed by the parties, will be Numaligarh Or Guwahati.

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. 20.1.2 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. 20.2 **FOR SETTLEMENT OF DISPUTES WITH Central PSUs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties)** Appointment will be done as per Government guidelines / circulars, etc. prevailing at the time of reference of the disputes.
21	**Jurisdiction:**	All disputes, actions and proceedings arising out of this contract shall be under the jurisdiction of the courts in the city of Golaghat or Guwahati.

22	**Acceptance of bid & Acknowledgement of Order:**	Upon acceptance of bid, a brief LOA (or GeM contract in case of GeM tenders) will be issued to the successful agency. If applicable as per tender / LOA / GeM contract, contract performance security (CPS), has to be submitted by the successful agency within the specified/allowed timeline. Upon submission of CPS by the agency, system generated detailed purchase order will be issued for the purpose of signing of contract. No bills will be processed until the CPS deposit, if applicable, is received by NRL. Following standard clause will become part of the detailed contract: QUOTE [*Documents referred will be suitably removed / added / filled by NRL, as applicable*] "This Order ("*WO/PO/DLoA/FOA No. and date*") is issued pursuant to the Terms and Conditions mentioned in the RFQ/NIT (including, inter-alia, the General Purchase Conditions (GPC) 'and/or' the General Conditions of Contracts (GCC) including the clause for Arbitration therein; Special Purchase Conditions 'and/or' Special Conditions of Contract; Schedule of Rate (SOR); General Obligations, Specifications, Drawings, Plans, Time Schedule of Delivery/Completion); 'and/or' Terms and Conditions mutually agreed in writing thereafter 'and/or' outlined herein. Acknowledgement of this Order by [*Vendor's Name*] implies an agreement to adhere to these specified terms / documents, forming a binding contract between [*Vendor's Name*] (the Vendor/Contractor) and Numaligarh Refinery Limited (the Owner)." [Sealed / Signed & Dated by – *NRL Signatory*] [Sealed / Signed & Dated in acknowledgement by - *Vendor's Name*] UNQUOTE The vendor shall acknowledge receipt of the purchase order within 7 days of receipt. The vendor shall sign & seal (or digitally sign) the acknowledgement and return the same to NRL.
23	**Distribution of Documents:**	GST Invoices [03 sets in Original (duly seal and signed)/Digitally Signed Invoice] and other original despatch documents shall be sent to the following billing address: NRL Bill Desk Administrative Building, Numaligarh Refinery Limited Pankagrant, P.O. Numaligarh Refinery Project (NRP) District: Golaghat, Assam, India. Pin Code : 785699 E-mail: z_billdesk@nrl.co.in
24	**Conflict among other Terms and Conditions:**	In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular Purchase Order, the later shall prevail to the extent applicable.
25	**Non Assignment:**	The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.
26	**Control Regulations:**	Vendor shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.
27	**Govt. Policy:**	The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.
28	**Purchase Preference as per Govt. Policies:**	NRL reserves the right to provide purchase preference to bidders as per MSE/ PP-LC/Any other Govt. policy in place.

29(A)	**Contract Performance Security (CPS):**	To ensure due performance of the contract, contract performance security is to be deposited by the successful bidder awarded the contract [*CPS is also referred to as PBG or ePBG in GeM*]. The rate of Contract Performance Security shall be as follows, unless otherwise specified in the NIT/RFQ:

Type of Contract	**Rate of CPS**
Procurement of materials up to an individual contract value of Rs. 10 Lakhs.	Nil
Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor. Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.	Nil
Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.	3% of contract value
Materials for Plant Emergency / Emergency (Emergency to be declared by NRL).	Nil
Nomination supplies by PSUs.	Nil
Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 3% of contract value].	3% of annualized / estimated contract value
Procurement of materials with Staggered delivery.	3% of contract value

Note:-

1) For the purpose of determining the applicability and amount of Contract Performance Security, the contract / order value including delivery charges like packing, freight, insurance, TPI etc. and value of associated services like installation, commissioning, AMC etc. shall be considered unless otherwise specified in the RFQ/NIT. However, the order value excluding taxes and duties shall be considered for determining the amount of security/BG. For GeM contracts, applicability limits or value as ascertained by GeM policy shall be applicable.

2) Annualized contract value shall be total contract value [as defined in (1) above] divided by the number of years [provisional extension period, if any, and corresponding value, shall be excluded].

Contract Performance Security is to be furnished within 10 days from the date of notification of the award (LOA) and it should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any). The CPS may be deposited through online payment in an acceptable form to designated account of NRL or in the form of BG as per prescribed format for CPS [*refer clause 40 below for further details*].

The earnest money deposit (EMD), wherever applicable, of the contractor whose tender may be accepted, if paid in forms other than Bank Guarantee, can be converted to and adjusted with contract performance security for due performance of the contract, if the contractor so desires. In such case, the shortfall amount towards CPS (if any) may be deposited through online payment in an acceptable form to designated account of NRL or in the form of BG as per prescribed format of NRL (or GeM) for CPS.

Detailed contract shall be signed and entered into after receipt and verification of the requisite CPS, if applicable.

If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted fails to honour the procurement contract as may be required, or fails to provide the contract performance security within the time provided by NRL or otherwise withdraws from the procurement process or is found

<table>
<tr><td></td><td></td><td>to have neglected / abandoned the order / LOA, the award may be terminated, the agency may be debarred as per holiday listing policy of NRL and his EMD/Bid security may be forfeited and other penal actions for breach of contract may be initiated, after serving a show cause notice.

The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It would be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including the warranty period.

Proforma of Bank Guarantee for Contract Performance Security is available in www.nrl.co.in (Tenders -> Download Manuals section).</td></tr>
<tr><td>29</td><td>Warranty Bank Guarantee (WBG):</td><td>In case of capital equipment goods, supplied materials shall be guaranteed against manufacturing defects arising from design, material, workmanship or any omission on part of the vendor/contractor for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch whichever is earlier, unless otherwise specified in the RFQ/NIT.

For materials other than capital equipment goods, Guarantee/Warranty of the supplied goods shall be provided by the supplier/contractor where a condition for Guarantee/Warranty is specifically provided in the RFQ/NIT. The period of Guarantee/Warranty shall be as per clause 10 above or as mentioned in the Guarantee/Warranty clause of the RFQ/NIT.

In such cases, as specified above, a Warranty Bank Guarantee (in addition to CPS) is required to be submitted in the prescribed format, in the currency of the contract, valid for 03 (three) months beyond the Guarantee/Warranty period.

The rate of Warranty Bank Guarantee shall be as follows, unless otherwise specified in the NIT/RFQ:

<table>
<tr><th>Type of Contract</th><th>Amount of Warranty Bank Guarantee</th></tr>
<tr><td>Procurement of materials up to an individual contract value of Rs. 10 Lakhs.</td><td>Nil</td></tr>
<tr><td>Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.

Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.</td><td>Nil</td></tr>
<tr><td>Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.</td><td>7% of contract value</td></tr>
<tr><td>Materials for Plant Emergency / Emergency</td><td>7% of contract value</td></tr>
<tr><td>Nomination supplies by PSUs.</td><td>7% of contract value</td></tr>
<tr><td>Procurement of materials through ARC (Annual Rate Contract).
[Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 7% of contract value].</td><td>7% of annualized / estimated contract value</td></tr>
<tr><td>Procurement of materials with Staggered delivery.</td><td>7% of contract value / individual lot ordered, at the discretion of supplier</td></tr>
</table>

Note:-
1) For the purpose of determining the applicability and amount of Warranty Bank Guarantee, the contract / order value including delivery charges like packing, freight, insurance, TPI etc. and value of associated services like installation, commissioning, AMC etc. shall be considered unless otherwise specified in the RFQ/NIT. However, the order value excluding taxes and duties shall be considered for determining the amount of security/BG. For GeM contracts, value as ascertained by GeM policy shall be applicable.</td></tr>
</table>

		2) Annualized contract value shall be total contract value [as defined in (1) above] divided by the number of years [provisional extension period, if any, and corresponding value, shall be excluded]. Vendor shall submit the Warranty Bank Guarantee for amount of Seven percent (7%) of the contract value as with an unconditional BG, as per prescribed format of NRL, [*refer clause 40 below for further details*] "OR" In cases, where WBG is applicable, it is normally permissible to allow Contract Performance Security to be valid upto 90 (ninety) days beyond delivery/ commissioning period; and the vendor may submit a fresh Warranty Bank Guarantee of 10 (ten) per cent of the value of the goods in the currency of the contract valid upto 90 (ninety) days beyond the Guarantee/Warranty period. In such cases, the performance guarantee will be returned only after satisfactory delivery/commissioning and receipt of the warranty bank guarantee. Further, contractor may at his option submit a Contract Performance Security covering also the WBG value (where WBG is applicable), valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any) – in which case, he will not be required to submit a BG for Warranty. In case, WBG is not provided by the vendor, equivalent amount shall be kept on hold from his first payment [or subsequent payment(s), if insufficient from first payment] in lieu of Warranty Bank Guarantee. All compensation or other sums of money payable by the contractor to the owner under terms of the contract may be deducted from or paid by the encashment of a sufficient part of his WBG (and CPS) or from any sums which may be due or may become due to the contractor by the owner. No interest shall be payable by the owner for the sum deposited as CPS or WBG. The CPS and/or WBG amounts will be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including the warranty period. Proforma of Bank Guarantee for Indigenous Purchase (Warranty/Guarantee) is available at www.nrl.co.in in Tender Room section.
30	**Spare Parts:**	The vendor must furnish itemized and price list of spare parts required for two year's operation of equipment wherever applicable. The vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as in interchangeability chart, wherever applicable.
31	**Force Majeure:**	A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as:- (i) An act of God: A natural calamity like flood, storm, drought, lightning, tidal wave, tsunami, cyclone other natural disaster; earthquakes, epidemics, plague, quarantine restrictions. (ii) Or events such as a war, strike, riots, rebellion or sabotage, terrorism or acts of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, revolution, or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; lockouts, crimes, hostility, civil commotion. (iii) Unforeseen incidents such as fires, explosions, accidents, loss or breakage of major equipment or facilities, structural collapse, radioactive contamination or ionizing radiation; air crash, shipwreck, or train wreck. (iv) Or events like expropriation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, and freight embargoes

		FM does not include negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause. A FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The contractor has to give notice of FM within 14 days from the date of such event and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Any delays in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by force majeure. Upon receipt of the intimation from the contractor of the happening of a FM event, the EIC shall within 10 days therefrom, determine as to whether such event is an FM event within the meaning of the FM clause and such decision of the EIC shall be final and binding upon the parties. In case EIC is not applicable in the contract, the decision of the HOD of Commercial Dept. shall be final and binding.
32	**Sales Conditions:**	On the issue of Purchase Order after process of tender, vendor waives and considers as cancelled any of his general sales conditions.
33	**New & Unused Materials:**	All the material supplied by the vendor shall be brand new, unused and of recent manufacture.
34	**Limitation of Liability:**	The aggregate liability of the Vendor to NRL under the Contract shall be total Contract Price/total Contract Value, except that this Clause shall not limit the liability of the Contract for following; i. Any liability pursuant to vendor's breach of any Applicable Law; or ii. Any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts or gross negligence or omissions of vendor or its affiliates or any sub-vendor or any supplier or any of its or their respective officers, directors, employees, servants or agents or any other person acting on behalf of the Vendor; or iii. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; or iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property. Neither party shall be liable to the other party for any kind of indirect or consequential loss or damage including loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the contract.
35	**Compliance of Regulations:**	Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

35 (A)	**Governing Law:**	Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.
36	**Integrity Pact:**	Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.
36(A)	**Conflict of Interest among Bidders/ Agents:**	A bidder shall not have conflict of interest with other bidders. The bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner(s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. f) In cases of agents quoting in offshore procurements (GTE), on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and [in case of receipt of bids from both the Indian agent & the principal, the **principal manufacturer** shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the **principal manufacturer** shall be considered] 2. Indian/foreign agent on behalf of only one principal. g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. i) However, restrictions under (a), (b), (c), (d) shall not be applicable against licensor recommended agents / suppliers and central/state PSUs. j) Self-declaration from participating bidders w.r.t. not having any conflict of interest with other participating bidders shall be submitted with bids. In case any conflict of interest is found to have occurred, such bidders shall be informed to keep any one bid and withdraw the rest of the bids; In case of non-withdrawal, NRL shall disqualify all such bids with conflict of interest.
37	**Competitive Agreements/ Abuse of Dominant Position:**	The Competition Act, 2002 as amended by the Competition Amendment) Act 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. NRL reserves the right to approach the Competition Commission established under

		the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
38	**Policy on Holiday Listing:**	NRL's policy for holiday listing/ banning/ debarring of contractors/ suppliers, as prevailing on the date of issue of the show-cause notice, shall be applicable. For updated holiday listing policy, the NRL website www.nrl.co.in shall be referred.
39	**Right of Bidder to Question Rejection at Techno-Commercial Stage:**	The tenderer is to be permitted to send his representation in writing in case he feels that a proper procurement process is not being followed and/or his techno-commercial bid has been rejected wrongly. In case of techno-commercial rejection, such representation must be submitted within 48 hours from notification. Representation in case of GeM tenders must be submitted through the facility provided in GeM portal. **Bidder's right to question rejection of his bid:-** Only a directly affected bidder can represent in this regard:- i) Only a bidder who has participated in the concerned procurement process (i.e., pre-qualification and bidding) can make such representation; ii) In case pre-qualification bid has been evaluated before the bidding of technical/ financial bids (in 2 stage bidding process), an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid (1st stage); iii) In case techno-commercial bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable. iv) However, following shall not be subject to review: a) Determination of the need for procurement; b) Selection of the mode of procurement or bidding system; c) Choice of selection procedure; d) Provisions limiting participation of bidders in the procurement process; e) The decision to enter into negotiations with the L1 bidder; f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements; g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and h) Complaints against specifications, except under the premise that they are either vague or too specific so as to limit competition.
39(A)	**Confidentiality of Bid Evaluation Process:**	Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced. From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission. Any effort by the bidder to influence the Procuring Entity in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.
40	**Submission of CPS/WBG:**	**(a) Mode of submission of CPS / WBG:** Performance security / WBG may be furnished in the form of bank guarantee (including e-Bank Guarantee) issued/confirmed from any of the commercial bank in India in the prescribed format of NRL or through online payment in an acceptable form to designated account of NRL (receipt/acknowledgement of the online transaction to be immediately submitted by bidder to NRL). The performance security shall be denominated in the currency of the contract. In case of GTE tenders, the performance security should be in the same currency as the contract

		and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities. The Bank Guarantee shall be issued from: a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India. d) Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: ▪ Full address. ▪ Branch Code. ▪ Code Nos. of the authorized signatory with full name and designation. ▪ Phone Nos., Fax Nos., E-mail address. e) The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. f) The Bank Guarantee issued by the Bank must be routed through SFMS platform as per details provided in the format for BG. g) The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above. h) In case of GTE tenders, the performance security / warranty bank guarantee should be in the same currency as the contract and must conform to Uniform Rules. **Note**: *In case of GeM tenders the BG format, applicability limits and calculation for performance security as per GeM shall also be accepted.* **(b) Examination / verification of BGs:** All bank guarantees received against a contract/order, shall be verified by NRL for the submitted format, order no., amount of the bank guarantee and name of the party on whose behalf it has been issued along with whether the following, as applicable:- (i) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s). (ii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs). In order to know the authenticity of the bank guarantee submitted by the bidder, NRL shall obtain Structured Financial Messaging Solutions (SFMS) confirmation (or written confirmation through letter for non-SFMS) from the designated bank of the Company.

41	**Other Information w.r.t. Bank Guarantees:**	(a) e-Bank Guarantees are accepted by NRL. Detailed modality for submission of e-BGs shall be provided in the RFQ or respective proforma for BG or provided by NRL on request. (b) For the following BGs, wherever applicable, the value of the BG shall be calculated as provided under:- **(i) BG against Milestone Payment / RA Bill**: The value of the BG, if applicable, shall be equal to the amount of milestone payment(s), excluding any taxes and duties which are paid extra by NRL. GST component shall be paid based on GSTR2B updation by seller. [*Unless otherwise specified in the RFQ*.] **(ii) BG against Advance Payment / Mobilization Advance**: The value of the BG, where applicable, shall be equal to 110% of the advance amount(s) including any GST/Taxes to be paid extra by NRL. [*Advance Payment / Mobilization Advance is interest bearing and is not accepted by NRL, unless otherwise specifically provided for in the RFQ*.]

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PREAMBLE TO PRICE SCHEDULE (INDIAN BIDDER)	
RFQ NO.:LT/B440-003-YI-MR-1301/157	
NAME OF WORK / ITEM: FIELD INSTRUMENTS (P,DP,F,L,T,TD)	
Name of Bidder : M/s _____	
1	Scope of supply including testing, inspection, documentation etc., shall be strictly as per Material Requisition and other documents which are part of RFQ.
2	Bidder's quoted prices are for complete scope as per MR and are inclusive of drawing and documentation charges for all supplies and services as per MR.
3	Bidders shall quote Freight charges considering Road Transportation up to Project Site as per the enquiry document.
4	Evaluation & Ordering shall be done on **GROUPWISE BASIS** considering cumulative landed value of FOR despatch point price & freight charges. The order shall be awarded on GROUPWISE BASIS basis, to the techno-commercially acceptable bidder who is lowest (L-1) in price for respective entire Group. Bidder to include prices of all Spares (Mandatory & Start Up and Commissioning Spares) as well as special tools & tackles as per MR requirement.
5	**Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each MR Group(s) in the price column in the unpriced Price Schedule. Bidders to submit Price in the Price Schedule in their Priced Bid.**
6	Bidder to note that Technical loading, if any, shall be as per loading criteria if specified in the MR and the same shall be considered for evaluation. Hence, bidder shall quote accordingly.
7	Bidder shall quote prices for spares for 2 years operation and maintenance separately in the attached FORM-C to Price Schedule as per material requisition(MR).These spares shall be ordered by Owner / Purchaser separately. The price of these spares shall not be considered for commercial evaluation purpose.
8	**Unit Price for each MR item (as per MR) shall be dervied based on the Price Percentage (%) breakup provided in FORM-D (for each MR Group) and the same item(s) rates shall be considered as unit rates of item(s) for addition/deletion purpose, as per MR. (Refer Sl. No. B40 of SIV).**
9	**Bidder to furnish Percentage Breakup of Prices in Form-D. Bidder to indicate breakup of prices of all the items within the group in percentage of the price quoted for that group. CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT.**
10	Quoted prices are firm and fixed till complete execution of the entire order and no variation on any account is allowed, unless otherwise categorically specified in RFQ documents.
11	In case of any discrepancy in the item description, quantity, etc. in the price schedule format vis-a vis the details provided in MR, the MR details shall prevail.
12	Bidder confirms that he has noted the contents of the Preamble to the Price Schedule, RFQ, Material Requisition, etc. and quoted his prices accordingly without any deviation.
13	This Schedule of Prices comprises the following : - SCHEDULE OF PRICES (BOQ1 / FORM-A) - SUPPLY OF TWO YEARS OPERATION & MAINTENANCE SPARES AS PER MR (FORM-B) - DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT (RAW MATERIALS) (FORM-C) - Price Percentage (%) Breakup (FORM-D)
14	Bidders to upload the Un-priced and Priced part of their bids strictly in the Un-priced & Priced folders respectively in the e-tender (CPPP/NIC) portal.
15	Prices shall be quoted strictly as per the price schedule format/BOQ made available herein without altering any of the contents of the "price schedule" format as well as without deleting / altering / formatting the content of other sheet of this excel sheet.
	Notes 1. Bidders are mandatorily required to enter their name in the each page of excel file of Price Schedule/BoQ provided in the e-tender portal for submission of price bid. 2. Bidder to upload excel file of the priced copy of price schedule format/BoQ. BIDDER'S SIGNATURE WITH STAMP/SEAL

Validate Print Help

Tender Inviting Authority: EIL/ NRL

Name of Item : FIELD INSTRUMENTS (P,DP,F,L,T,TD)

RFQ NO.: LT/B440-003-YI-MR-1301/157

Name of the Bidder/ Bidding Firm / Company :	

SCHEDULE OF PRICES (FORM-A)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Item Code / Make	Quantity	Units	TOTAL SUPPLY PRICE ON FOT DESPATCH POINT BASIS (In Figures; to be entered by the Bidder in INR) (excluding GST) (To be filled by bidder)	TOTAL FREIGHT CHARGES UPTO PROJECT SITE (In Figures; to be entered by the Bidder in INR) (excluding GST) To be filled by bidder)
1	Design ,engineering,manufacture,procurement of materials and bought out components, mandatory spares, assembly at shop,inspection,testing at manufacturer's works, packing, delivery, documentation as per the enclosed EIL standard specifications, instructions to vendors, job specification, data sheets etc					
1.01	**GROUP: 1 NFF; Dia-seal type; SS316 body; SS316L element; Normal range; temp.>400 Deg C; Qty: 23nos.;** **MR Item Sl. No and MR Item Description: As per MR**	As per MR for Group - 1	1	Lot		
1.02	**GROUP: 2 NFF; Dia-seal type;DPT; SS316 body; SS321 element; Range>200mmWC; temp.>400 Deg C; Qty: 2nos.** **MR Item Sl. No and MR Item Description: As per MR**	As per MR for Group - 2	1	Lot		
1.03	**GROUP: 3 NFF;Dia-sealtype;PT;SS316Lelement;2.5 Kg/cm2(g)< Range<=80 Kg/cm2(g);SIL2;temp>400DegC; Qty:4nos.** **MR Item Sl. No and MR Item Description: As per MR**	As per MR for Group - 3	1	Lot		
1.04	**GROUP: 4 NFF;Dia sealtype; PT;SS316Lelement;200mmWC< Range<=2.5 Kg/cm2(g);temp>400DegC; Qty:2nos.** **MR Item Sl. No and MR Item Description: As per MR**	As per MR for Group - 4	1	Lot		
1.05	**GROUP: 5 NFF-TT; T/C Duplex element; Qty : 2nos.** **MR Item Sl. No and MR Item Description: As per MR**	As per MR for Group - 5	1	Lot		
1.06	**GROUP: 6 NFF-Direct type; SS316 Body; SS316L element; Low range; Qty= 4 Nos.** **MR Item Sl. No and MR Item Description: As per MR**	As per MR for Group - 6	1	Lot		
1.07	**GROUP: 7 NFF- Remote Indicators; Qty : 13nos.** **MR Item Sl. No and MR Item Description: As per MR**	As per MR for Group - 7	1	Lot		

FORM B

ENCLOSURE TO PRICE SCHEDULE FOR SUPPLY (INDIAN BIDDERS)

RFQ NO.: LT/B440-003-YI-MR-1301/157

NAME OF WORK / ITEM: FIELD INSTRUMENTS (P,DP,F,L,T,TD)

Name of Bidder : M/s _____

DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND RATES OF IMPORT DUTY CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE (FORM A)

DESCRIPTION			CIF value of Import Content included in quoted supply prices (In Rs)	RATE OF CUSTOM DUTY INCLUDED IN QUOTED SUPPLY PRICES				
For Item Sl . No. as per Price Schedule	Description of Imported Items	Qty. (Unit____) *(1)		CUSTOM TARRIF HSN CODE	BASIC CUSTOMS DUTY (%) (RATE)	SOCIAL WELFARE SURCHARGE (%)	IGST (%)	TOTAL CUSTOM DUTY(%)
1	2	3	4	5	6	7	8	9
	i)_____							
	ii)_____							
	iii)_____							
	iv)_____							
	v)_____							
	vi)_____							
		TOTAL CIF VALUE:						

NOTES

1	*** Unit to be specified by the Bidder.**
2	Bidder to furnish the above details separately for each item Sl. No of MR qouted above as per relevan provisison of RFQ document
3	Insurance of Built-in Imported Materials (imported raw materials/items) shall be Bidder/Supplier's scope
4	Statutory Variations on customs duty shall be payable on CIF Value as per provision of RFQ Document. The CIF Value(s) indicated by the bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in Basic Custom Duty and Social Welfare Surcharge as per provisions of RFQ document
5	Bidder may insert rows, if necessary.

FORM-C

PRICE SCHEDULE FORMAT FOR 2 YEARS OPERATION & MAINTENANCE SPARES (FOR INDIAN BIDDER)

RFQ NO.: LT/B440-003-YI-MR-1301/157

NAME OF WORK / ITEM: FIELD INSTRUMENTS (P,DP,F,L,T,TD)

Name of Bidder : M/s _____

S. NO.	Item Tag No. / Code	Description of spare parts	Qty	Unit	Unit Price on FOT Despatch Point including P&F excluding GST (INR)	Total Price on FOT Despatch Point including P&F excluding GST (INR)	Freight (in %) excluding GST
1	2	3	4	5	6	7	8
		Minimum requirements shall be as per Cl. No. B9 and B32 of SIV (PART B) of the bidding document					

NOTES:

A.) FOR 2 YEAR O&M SPARES, PRICES SHALL BE KEPT VALID FOR A PERIOD OF TWO YEARS FROM THE DATE OF SUPPLY OF MAIN ITEMS/EQUIPMENT

B.) QUOTATION FOR TWO YEARS OPERATION AND MAINTENANCE SPARES, OVER AND ABOVE MANDATORY SPARES AS PER INSTRUCTIONS TO BIDDERS ENCLOSED WITH BIDDING DOCUMENT

C) PLEASE BE NOTED THAT THESE PRICES FOR 2 YEARS O&M SPARES SHALL NOT BE INCLUDED IN BASE PRICE AND THESE RATES SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE

PRICE SCHEDULE FOR PERCENTAGE BREAKUP OF PRICES
(FOR INDIAN BIDDERS)

RFQ No.: LT/B440-003-YI-MR-1301/157

NAME OF WORK / ITEM: FIELD INSTRUMENTS (P,DP,F,L,T,TD)

Name of Bidder : M/s _____

SL. NO.	GROUP CODE	ITEM CODE/ TAG NO.	DESCRIPTION	ITEMWISE PERCENTAGE BREAKUP OF GROUP PRICE AS QUOTED ON SCHEDULE OF PRICES (FORM-A) (IN %)
1.0001	1	03-FT-1801N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0002	1	03-FT-1802N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0003	1	03-FT-1803N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0004	1	03-FT-18101	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0005	1	03-FT-18102	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0006	1	03-FT-18103	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0007	1	03-FT-18108	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0008	1	03-FT-1830NA	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0009	1	03-FT-1830NB	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0010	1	03-FTSP-00100	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0011	1	03-FTSP-00101	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0012	1	03-FTSP-00105	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0013	1	03-LT-00000	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0014	1	03-LT-0000A	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0015	1	03-LT-0000B	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0016	1	03-LT-0000C	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0017	1	03-LT-1401N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0018	1	03-LT-1402N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0019	1	03-LT-1403N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0020	1	03-LT-1404N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 2" - 150# , -	

1.0021	1	03-LTSP-00018	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0022	1	03-LTSP-00102	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	
1.0023	1	03-LTSP-00103	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 2" - 150# , -	
TOTAL PERCENTAGE (CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT)				0%
1.0024	2	03-PDT-00006SP	Differential Pressure Instrument :- Electronic SMART ,Body SS 316 ,DS- Remote ,DS Size 3" - 300# , -	
1.0025	2	03-PDT-13101	Differential Pressure Instrument :- Electronic SMART ,Body SS 316 ,DS- Remote ,DS Size 3" - 300# , -	
TOTAL PERCENTAGE (CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT)				0%
1.0026	3	03-PT-18103A	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	
1.0027	3	03-PT-18103B	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	
1.0028	3	03-PT-18103C	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	
1.0029	3	03-PTSP-00104	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	
TOTAL PERCENTAGE (CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT)				0%
1.0030	4	03-PT-1801N	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	
1.0031	4	03-PTSP-00023	Pressure Instrument	
TOTAL PERCENTAGE (CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT)				0%
1.0032	5	03-TT-7715	Temperature Transmitters (M) :- Type: ,Sensor: K-type Thermocouple ,Sh.Matl: ,Range: 0-1000	
1.0033	5	03-TT-7765	Temperature Transmitters (M) :- Type: ,Sensor: K-type Thermocouple ,Sh.Matl: ,Range: 0-1000	
TOTAL PERCENTAGE (CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT)				0%
1.0034	6	03-FT-5105B	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	
1.0035	6	03-FTSP-00107	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	
1.0036	6	03-FTSP-00108	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	
1.0037	6	03-FTSP-00109	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	
TOTAL PERCENTAGE (CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT)				0%
1.0038	7	03-FI-16106	Loop power Indicator	
1.0039	7	03-PDI-1401NA	Loop Power Indicator	
1.0040	7	03-PDI-1402NA	Loop Power Indicator	
1.0041	7	03-FISP-00106	Loop power indicator	
1.0042	7	139-PDI-010001	Loop power indicator	
1.0043	7	139-PDI-012601	Loop power indicator	
1.0044	7	139-PDI-012602	Loop power indicator	
1.0045	7	139-PDI-012603	Loop power indicator	
1.0046	7	139-PDI-872601	Loop power indicator	
1.0047	7	139-PDI-932601	Loop power indicator	
1.0048	7	139-PDI-932602	Loop power indicator	
1.0049	7	139-PDISP-000100	Loop power indicator	
1.0050	7	139-PDISP-000101	Loop power indicator	
TOTAL PERCENTAGE (CUMULATIVE PERCENTAGE OF THE TOTAL GROUP SHOULD NOT EXCEED 100 PERCENT)				0%

MATERIAL REQUISITION (TOP SHEET)

ITEM DESCRIPTION :	**FIELD INSTRUMENTS (P,DP,F,L,T,TD)**		
ITEM CODE :	**15RD**	**DESTINATION:**	**NRL, Numaligarh, Assam**
ITEM CATEGORY :	**II**	**DELIVERY PERIOD:**	**NRL, Numaligarh, Assam**

REQUISITION NUMBER

(Always quote this Number given below as reference)

B440-003-YI-MR-1301					A
JOB NO.	UNIT/ AREA	MAIN COST	DOC. CODE	SR. NO.	REV

06-Nov-2025	16	51
DATE	DIVN.	DEPT.
	ORIGINATOR	

NOTES:

1. This page is a record of all the Revisions of this Requisition.
2. The nature of the Revision is briefly stated in the "Details" column below, the Requisition in its entirety shall be considered for contractual purposes.
3. Vendor shall note the Requisition category and shall submit his offer in line with the requirements included in attached 'Instructions to Bidders'.

REV	DATE	PREPARED BY	CHECKED BY	APPROVED BY	DETAILS
A	06-Nov-2025	ADITYA NARAYAN SAHOO	SACHIN KUMAR GARG	NARENDRA KAKKAR	Issued For Bids

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S.No.	TAG NO./ ITEM CODE	DESCRIPTION	QUANTITY	GROUP
1		**Design ,engineering,manufacture,procurement of materials and bought out components, mandatory spares, assembly at shop,inspection,testing at manufacturer's works, packing, delivery, documentation as per the enclosed EIL standard specifications, instructions to vendors, job specification, data sheets etc**		
GROUP: 1		**NFF; Dia-seal type; SS316 body; SS316L element; Normal range; temp.>400 Deg C; Qty: 23nos.**		
1.0001	03-FT-1801N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0002	03-FT-1802N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0003	03-FT-1803N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0004	03-FT-18101	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0005	03-FT-18102	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0006	03-FT-18103	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0007	03-FT-18108	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0008	03-FT-1830NA	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0009	03-FT-1830NB	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0010	03-FTSP-00100	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0011	03-FTSP-00101	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0012	03-FTSP-00105	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	1
1.0013	03-LT-00000	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0014	03-LT-0000A	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0015	03-LT-0000B	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0016	03-LT-0000C	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0017	03-LT-1401N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0018	03-LT-1402N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0019	03-LT-1403N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0020	03-LT-1404N	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 2" - 150# , -	1 Nos	1
1.0021	03-LTSP-00018	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1
1.0022	03-LTSP-00102	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 3" - 150# , -	1 Nos	1

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S.No.	TAG NO./ ITEM CODE	DESCRIPTION	QUANTITY	GROUP
1.0023	03-LTSP-00103	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- Remote ,DS Size 2" - 150# , -	1 Nos	1
GROUP: 2	**NFF; Dia-seal type;DPT; SS316 body; SS321 element; Range>200mmWC; temp.>400 Deg C; Qty: 2nos.**			
1.0024	03-PDT-00006SP	Differential Pressure Instrument :- Electronic SMART ,Body SS 316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	2
1.0025	03-PDT-13101	Differential Pressure Instrument :- Electronic SMART ,Body SS 316 ,DS- Remote ,DS Size 3" - 300# , -	1 Nos	2
GROUP: 3	**NFF;Dia-sealtype;PT;SS316Lelement;2.5 Kg/cm2(g)< Range<=80 Kg/cm2(g);SIL2;temp>400DegC;Qty:4nos.**			
1.0026	03-PT-18103A	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	1 Nos	3
1.0027	03-PT-18103B	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	1 Nos	3
1.0028	03-PT-18103C	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	1 Nos	3
1.0029	03-PTSP-00104	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	1 Nos	3
GROUP: 4	**NFF;Dia-sealtype;PT;SS316Lelement;200mmWC< Range<=2.5 Kg/cm2(g);temp>400DegC;Qty:2nos.**			
1.0030	03-PT-1801N	Pressure Instrument :- Electronic SMART ,Body SS316 , SS316L ,Range - ,DS- Remote , 1 1/2" - 300#	1 Nos	4
1.0031	03-PTSP-00023	Pressure Instrument	1 Nos	4
GROUP: 5	**NFF-TT; T/C Duplex element; Qty : 2nos.**			
1.0032	03-TT-7715	Temperature Transmitters (M) :- Type: ,Sensor: K-type Thermocouple ,Sh.Matl: ,Range: 0-1000	1 Nos	5
1.0033	03-TT-7765	Temperature Transmitters (M) :- Type: ,Sensor: K-type Thermocouple ,Sh.Matl: ,Range: 0-1000	1 Nos	5
GROUP: 6	**NFF-Direct type; SS316 Body; SS316L element; Low range; Qty= 4 Nos.**			
1.0034	03-FT-5105B	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	1 Nos	6
1.0035	03-FTSP-00107	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	1 Nos	6
1.0036	03-FTSP-00108	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	1 Nos	6
1.0037	03-FTSP-00109	Differential Pressure Instrument :- Electronic SMART ,Body SS316 ,DS- ,DS Size - , -	1 Nos	6
GROUP: 7	**NFF- Remote Indicators; Qty : 13nos.**			
1.0038	03-FI-16106	Loop power Indicator	1 Nos	7
1.0039	03-PDI-1401NA	Loop Power Indicator	1 Nos	7
1.0040	03-PDI-1402NA	Loop Power Indicator	1 Nos	7
1.0041	03-FISP-00106	Loop power indicator	1 Nos	7
1.0042	139-PDI-010001	Loop power indicator	1 Nos	7
1.0043	139-PDI-012601	Loop power indicator	1 Nos	7

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S.No.	TAG NO./ ITEM CODE	DESCRIPTION	QUANTITY	GROUP
1.0044	139-PDI-012602	Loop power indicator	1 Nos	7
1.0045	139-PDI-012603	Loop power indicator	1 Nos	7
1.0046	139-PDI-872601	Loop power indicator	1 Nos	7
1.0047	139-PDI-932601	Loop power indicator	1 Nos	7
1.0048	139-PDI-932602	Loop power indicator	1 Nos	7
1.0049	139-PDISP-000100	Loop power indicator	1 Nos	7
1.0050	139-PDISP-000101	Loop power indicator	1 Nos	7
5	**Supply of two years operation and Maintenance Spares,as per enclosed instructions to vendor**			
6	**Unit Rates**			
6.0001	1	Unit Rates of items for addition/deletion purpose,as per the enclosed instructions to vendor	1 Lot	

NOTES:

Vendors shall quote prices against these items in their price schedule.
Vendor to note that the numbers given in square '[]' and curly '{}' brackets are not for their use and meant for store purpose only.
Items shall be tagged as per main equipment Tag No. only.

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LIST OF ATTACHMENTS

S.No.	DOCUMENT TITLE	DOCUMENT NO.	REV	DATE	SHEETS
1	VENDOR DATA REQUIREMENTS	B440-003-16-51-VDR-1301	A	04-Nov-2025	2
2	Special Instruction To Vendor	B440-003-16-51-SI-1301	0	06-Nov-2025	7
3	Technical Questionnaire	B440-003-16-51-TQS-1301	A	06-Nov-2025	2
4	DataSheet Index	B440-003-16-51-ID-1301	0	06-Nov-2025	45
5	Schematic drawing for diaphragm seal type instruments	B440-003-YI-SK-1301	A	04-Nov-2025	1
6	Standard specification for electronic instruments (Including Annexures)	6-52-0032	6	14-Mar-2023	18
7	Inspection and test plan for electronic equipments	6-81-2032	4	21-May-2020	6
8	Specification for documentation requirements from suppliers (Including Annexures)	6-78-0003	3	29-Sep-2025	11
9	Specification for quality management system requirements from bidders	6-78-0001	3	29-Sep-2025	7
10	Special requirement for HIC service	6-79-0013	0	04-Nov-2025	10
11	Compliance Format	B440-003-16-51-CF-1301	A	04-Nov-2025	1

NOTES:

In case of any subsequent revision of MR or PR,only revised sheets of the attachments listed above shall be issued alongwith the revision.

GENERAL NOTES:

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VENDOR DATA REQUIREMENTS
FOR
FIELD INSTRUMENT MR

Rev. No.	Date	Purpose	Prepared by	Checked by	Approved by
A	04-NOV-2025	Issued for Bides	ANS	SKG	NK

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VENDOR DATA REQUIREMENTS

The following drawings/documents marked "✔" shall be furnished by the bidder.

S. NO.	DESCRIPTION	WITH BID	POST ORDER			REMARKS
			FOR REVIEW	FOR RECORD	WITH DATA BOOK (FINAL)	
1.	Dimensional details with mounting details and model number		✔		✔	
2.	Connections by purchase(Piping,Electrical Etc.)		✔		✔	
3.	Wiring diagrams		✔		✔	
4.	Parts list			✔	✔	
5.	Recommended spare parts list(for two years operation)	✔		✔	✔	
6.	Installation, Operation and maintenance manual			✔	✔	
7.	Test certificates		✔		✔	
8.	Certificate from statutory body			✔	✔	
9.	Assembly details			✔	✔	
10.	Catalogues in english	✔		✔	✔	
11.	Testing and Inspection procedures		✔		✔	
12.	Filled-in Datasheets	✔		✔	✔	
13.	GA Drawing & datasheets in AutoCAD / MS Excel format		✔		✔	
14.	Compliance Statement	✔		✔		
15.	Final documentation in editable CD's/DVD's in English			✔	✔	
16.	COMPLETE MODEL NUMBERS AND MODEL NO. DECODIFICATION	✔	✔		✔	

Notes :

1. "TICK" denotes applicability.
2. Post order, drawing / document review shall commence only after approval of Document Control Index (DCI).
3. All post order documents shall be submitted / approved through EIL eDMS portal.
4. Final documentation shall be submitted in hard copy (Six prints) and soft (two CDs/DVDs) in addition to submission through EIL eDMS.
5. Refer - 6-78-0001: Specification for quality management system from Bidders.
6. Refer - 6-78-0003: Specification for documentation requirement from Suppliers.
7. All drawings & documents shall be submitted in A4 or A3 paper sizes. Documents in higher paper size shall be submitted in exceptional circumstances or as indicated in the MR/Tender.
8. Post order- The schedule of drawing / data submission shall be mutually agreed between EIL & the bidder / contractor / supplier during finalization of Document Control Index (DCI).
9. "@" indicates submission of documents to Inspection Agency.

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10. Bill of Material shall form part of the respective drawing.

11. 1. The review of the drawings shall be done as applicable, under the following review codes :

a) Review Code 1 : No Comments.

b) Review Code 2 : Proceed with manufacture / fabrication as per commented drawing. Revised drawing required.

c) Review Code 3 : Document does not conform to the basic requirements as marked. Resubmit for review

2.Review of the vendor drawings by EIL would be only to check compatibility with basic design and concepts and would in no way absolve the manufacturer / fabricator of his responsibility to meet the applicable codes, specifications and statutory rules and regulations.

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SPECIAL INSTRUCTION TO VENDORS

Job No: B440

Project: DCU REVAMP OF NREP

Client: M/s NRL

Req. No.: B440-003-YI-MR-1301

Rev No.	Date	Purpose	Prepared By	Checked By	Approved By
0	06/Nov/2025	Issued For Bids	ADITYA NARAYAN SAHOO	SACHIN KUMAR GARG	NARENDRA KAKKAR

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PART-A: BIDDING INSTRUCTIONS

Part A

A1. Bidder must follow the following guidelines while submitting their offer. Offers not complying with these guidelines shall be rejected without any intimation to the bidder.

a) The Material Requisition (MR) specifications (i.e.) data sheets, standard specifications and other attachments to this MR shall be fully complied with.

b) In case of any contradiction between these bidding instructions and any other documents attached with MR, this bidding instructions shall govern.

c) Bidder shall furnish Lumpsum price for the group separately covering all the items, accessories, mandatory spares and testing requirements as specified in this MR following the price schedule format of RFQ. No information / description, technical or non-technical, other than what is required as per price format shall be filled or submitted.

d) Bidder to note that alternate quote shall not be furnished for any group tags.

A2. Bidder is responsible for meeting all technical requirements in this Material Requisition including instrument data sheets, in total. If at any stage, till the completion of order, the offered instruments and its accessories are found unsuitable to meet the MR specification, bidder shall replace the same with suitable items, without any time / cost implication.

A3. (i) Bidder shall fill and furnish the following documents along with the offer:

1. TECHNICAL QUESTIONNAIRE
2. UN PRICED BID (WITHOUT PRICES) as per the RFQ FORMAT
3. COMPLIANCE STATEMENT
4. FILLED IN DATASHEETS
5. UTILITY REQUIREMENT

THE ABOVE DOCUMENTS ARE THE ONLY BASIS OF TECHNICAL EVALUATION. OFFERS SHALL BE EVALUATED BASED ON THE ABOVE-MENTIONED DOCUMENTS ONLY. THERFORE BIDDER SHALL TAKE PROPER NOTE OF THIS IMPORTANT REQUIREMENT AND COMPLY.

(ii) After placement of order, bidder shall also furnish filled in inst. datasheets with complete model no. and model decoding details along with field instrument catalogue for inclusion in the PR within 1 week of issue of LOI.

(iii) Bidder to note that delivery will be reckoned from the date of issue of LOI and delay in submission of filled in datasheets and resulting delay in delivery shall be in bidder's account.

A4. The Bidder shall submit the 'Technical Questionnaire' in this M.R. duly filled in along with the offer. Answers to the contents of this Technical Questionnaire shall be unambiguous i.e. 'yes', 'no' or the required data/information. An offer without the filled-in Technical Questionnaire or with vague, non-committal replies or referenced reply to some catalogue etc., without specific page and paragraph no. shall be considered incomplete and is liable for rejection.

A5. Bidder shall submit required drawings/ documents as per the vendor data requirement (VDR) enclosed with the MR.

A6. MUST COMPLY REQUIREMENTS

---

a) Bidder must indicate their contact person; email ID, fax number, telephone number and postal address.

b) Offer must be complete in all respects complying fully with the MR requirements without exception. No price change, whatsoever, shall be allowed to the bidder after submission of bid.

c) Bidder shall quote strictly as per their enlistment conditions with EIL.

d) Any price change subsequent to the submission of the offer because of any technical query or any other reason attributable to the bidder may lead to rejection of the offer.

e) Bidder to note that a pre-bid meeting shall be held in which bidder can seek any clarification/ confirmation if required. Bidder shall ensure that this meeting is attended by both technical and commercial personnel of the Bidder who should have thoroughly scrutinized the MR before hand so that all issues are finally resolved in this meeting.

f) BIDDER TO NOTE THAT "ZERO DEVIATION" OFFER IS EXPECTED. ACCORDINGLY, ALL CLARIFICATIONS /

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CONFIRMATIONS SHALL BE TAKEN UP IN PRE-BID QUERIES. IF "ZERO DEVIATION" BASIS IS NOT FOLLOWED BY BIDDER, THEIR OFFER IS LIABLE FOR REJECTION.

g) Offered models shall be accompanied by detailed technical catalogues in English. An offer without catalogues shall be considered incomplete and is liable for rejection.

PART-B (SPECIFIC JOB REQUIREMENTS)

B1. The Field Instruments (P, DP, F, L, T, etc.) covered in the MR are for DCU unit and LPGT unit (Unit no. 03) of NRL, ASSAM, Therefore, bidder's experience in these units is most appropriate.
It is the responsibility of the bidder to ensure that the instruments offered by them are suitable for specified application & process conditions.

B2. Each datasheet is provided with General notes & notes specific to that tag no. Bidder shall read the Datasheet specification together with these notes given at the bottom of datasheets / in separate sheet of datasheet.

B3. Bidder to ensure that provenness as specified in clause no. 1.2.3 of Standard Specifications of Electronic Instruments (6-52- 0032) shall be complied. Bidder to note that if at any stage during execution the order, it is found that offered model of Electronic Instruments are not meeting the requirements of clause no. 1.2.3 of Standard specifications of Electronic Instruments (6-52-0032), Bidder shall replace the same with suitable field proven model without any time and cost implication.

B4. The Field Instruments covered in the MR shall be electronic smart type with digital signal superimposed on the analog 4-20mA DC output signal in HART protocol.
B5. Bidder to note the following with regard to ordering of the field instruments mentioned in the requisition. The Field Instruments are divided into groups: Groups as per details given in B440-003-16-51-ID-1300 (Field Instrument Grouping Details):

Group-1: NFF; Dia-seal type; SS316 body; SS316L element; Normal range; temp.>400 Deg C; Qty: 23nos.
Group-2: NFF; Dia-seal type;DPT; SS316 body; SS321 element; Range> 200mmWC; temp.>400 Deg C; Qty: 2nos.
Group-3: NFF;Dia-sealtype;PT;SS316Lelement;2.5 Kg/cm2(g)< Range<=80 Kg/cm2(g);SIL2;temp>400DegC;Qty:4nos.
Group-4: NFF;Dia-sealtype;PT;SS316Lelement;200mmWC< Range<=2.5 Kg/cm2(g);temp>400DegC;Qty:2nos.
Group-5: NFF-TT; T/C Duplex element; Qty : 2nos.
Group-6: NFF-Direct type; SS316 Body; SS316L element; Low range; Qty= 4 Nos.
Group-7: NFF- Remote Indicators; Qty : 13nos.
Bidder to note that the evaluation shall be carried out on bottom line basis (lump sum basis) for all the tags in a group including spares, accessories, testing and all other requirements of MR.

B6. Bidder must quote for all tags in a group so as to be considered for the group. Ordering shall be carried out group wise, i.e all tags and related accessories for one group shall be ordered together on one bidder.

B7. Bidder to note that all field instruments and all field mounted electrical/electronic accessories shall be certified for weather proof to IP 65 (minimum) and intrinsically safe suitable for installation in hazardous area classification of IEC Zone-2 Gas Gr. IIA/IIB/IIC, T3. For statutory requirements and certification, Bidder shall refer standard Specification for Electronic/Pneumatic Instruments (6-52-0032) attached with MR.

B8. For SIL-2 certified transmitters provided by the bidder as per datasheets are being used in SIL loops. The offered instruments shall be SIL-2 certified by independent agencies like TUV, Exida. The copy of SIL-2 certification for the transmitter shall be submitted along with offer.
Certified values of failure rates(? values), safety failure fraction and hardware fault tolerance as per IEC 61508 with FMEDA reports & SIL certificates shall be provided.

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B9. Bidder shall furnish a group wise separate quote for recommended spare parts for the filed instruments and accessories for 2 years' normal operation.

B10. SPECIFIC TEST REQUIREMENTS

Bidder to note that the charges for all the applicable testing requirements as per below shall be included in the transmitter base price of respective group.

i) NACE Service

a) Maximum Hardness in weld joints shall be limited to 200 BHN.

b) All girth weld joints shall be 100% radiographed and all types of welds including girth welds shall be wet fluorescent MP tested.

c) All welds shall be PWHT irrespective of thickness.

d) Wetted parts shall conform to NACE MR 0103.Test certificates shall be provided.

ii) Post weld heat treatment (PWHT) shall be provided for welds, where applicable.

Radiography shall be carried out after completion of the PWHT/ Stress relieving operation wherever required.

iii) RADIOGRAPHY REQUIREMENTS

castings and weld shall undergo Radiography as follows:

a. For all castings with ratings ANSI 600# and above or as specified in the respective data sheets, 100% radiography testing shall be applied.

b. Post weld heat treatment shall be provided for welds, if any.

Radiography shall be carried out after completion of the PWHT/ Stress relieving operation wherever required. The price for radiography requirements as mentioned above shall be included as part of base offer against respective tag.

iv) HIC service:

Instruments in HIC service indicated in the datasheets shall comply with "Special Requirements for HIC service" as per specification" 6-79-0013" attached along with the MR.

B11. Bidders shall follow the Standard Specification for Electronic/Pneumatic Instruments (6-52-0032), datasheets, notes in the bottom of the data sheets and this SIV while preparing their bid. In case of conflict, the data sheets and this SIV shall override in general; however, it shall be obligatory on the Bidder's part to bring to the notice of the purchaser all such conflicts, wherein the purchaser's decision shall be final.

B12. The Field Instruments covered in the MR shall be electronic smart type with digital signal superimposed on the analogue 4-20mA DC output signal in HART protocol format as specified in the Datasheets. Transmitters other than these types shall not be acceptable.

B13. Bidder to indicate load driving capability of transmitters at 24 VDC and also indicate the voltage drop across the sensor.

B14. Bidder to offer the latest proven model of instruments in their manufacturing range against this requisition.

B15.Bidder must quote the transmitters as per the requirements specified in the respective data sheets. The minimum specification which needs to be complied relates to:

a) Accuracy of the Transmitters

b) Body type & Material

c) Element Material

d) Mounting Bracket Material

e) Temperature- pressure withstanding capability of fill fluid

f) Response time of capillary

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B16. The accuracy requirements of transmitters offered against this requisition shall be as per clause no. 2.2.1.5 & 2.2.1.11 of the Standard specification for electronic/pneumatic instruments (6-52-0032). For Temperature transmitters the range refers to the calibrated scale.

B17. Over range protection requirement shall be as per clause 2.2.1.9 of standard specification for electronic/pneumatic instruments (6-52-0032).

B18. The requirement of statutory approvals for usage of equipment/instruments/ systems in electrically hazardous area shall be as follows:

a) The bidder shall be responsible for obtaining all statutory approvals, as applicable for all instruments.

b) Equipment/instrument/systems located in electrically hazardous areas shall be certified for use by statutory authorities for their use in the area of their installation. In general, vendor shall provide a copy of the approval certificates as specified in clause no. 1.2.2 of Std specification for electronic/pneumatic instruments (6-52-0032) along with their offer.

B19.The Remote Indicators and integral output meter of each electronic transmitter specified in the data sheet shall have a freely configurable LCD display. The display shall be as follows:

a) For pressure, differential pressure, Flow & Temperature - Engineering units.

b) For level - 100% Linear.

The performance of the transmitters shall not be affected by the addition or removal or malfunction of integral or remote output meter.

B20.Pressure and differential pressure transmitters shall meet the following physical constructional requirements:

a) The process wetted o-ring and gaskets shall be of PTFE/Teflon for all transmitters, unless specifically indicated otherwise. Other materials of Teflon base and Kalrez shall also be acceptable meeting process requirements specified in the data sheet.

b) The fill fluid of transmitters shall be capable of withstanding at least upto 300 degC for positive pressure service and minimum upto 200 degC for service where vacuum conditions may exist as indicated in the data sheet. For temperatures above 300 degC, vendor shall provide suitable fill fluid material.

c) For differential pressure transmitter, all integral parts of the transmitter shall be suitable for the differential over-range in either direction equal to the full rated pressure of the body with the opposite side vented to atmosphere without permanent distortion or calibration error. Over range/ static pressure rating shall be as per clause no. 2.1.8 & 2.2.1.9 of Standard Specification for Electronic/Pneumatic Instrument (6-52-0032).

d) All transmitter enclosures shall be metallic and shall have corrosion protection coating. All electronic boards/cards shall have conformal coating suitable for corrosion protection normally prevalent in refinery.

B21. Wafer type Diaphragm seal is also acceptable in place of integral type. Companion flanges with gasket and stud/bolts shall be supplied by bidder with the wafer type diaphragm seal.

B22.Accessories required against each tag no. have been indicated against each tag no. under "Options" column. These accessories as specified shall be supplied along with transmitter. Price for the same shall be included in the base/unit price of tag.

B23. Transmitter vent/drain material shall be same as body material i.e SS 316.

B24.The material of mounting bracket shall be SS304. Necessary nut/bolts shall be SS304 materials.
Mounting Bracket shall be Universal Type suitable for mounting on both Vertical & Horizontal stanchion.

B25. Bidder to note that wherever SS316/SS316L/SS321 is specified as wetted parts material, Hastelloy-C is also acceptable.

B26. The response time of remote seal transmitter shall be of the order of 3 seconds & shall not exceed 5 seconds. Bidder shall ensure that the selected fluid and capillary diameter are suitable to meet this requirement for the specified capillary

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length.

B27. Diaphragm seal type Transmitters covered in this MR shall meet the requirements specified in clause no. 2.1.12 of 6-52-0032 attached with this MR.

B28. In addition to above, Bidders shall furnish the list of tag numbers along with Model no., Range, Overall Accuracy, Static pressure, turn down and response time in tabular form in EXCEL as well as in PDF format along with Offer for all the items of MR.

B29.The square root extraction for the differential pressure type flow measurement shall be carried out in the transmitter if the accuracy of the transmitter as specified could be maintained throughout the range even after square root extraction.

B30. All the Field transmitters shall have DOUBLE COMPARTMENT HOUSING including temperature transmitters. Temperature Transmitters shall be considered with hot back up feature.

B31. All transmitters shall be calibrated in engineering unit as per data sheet except for level instrument which shall be calibrated in %.

B32. Bidder shall furnish a group wise separate quote for recommended spare parts for the instruments and accessories for 2 years normal operation.

B33. Bidder shall group wise quote for special tools and tackles required for maintenance, calibration, etc. for the instruments covered in each group. Price for the same shall be included in the lump sum price of that particular group.

B34. Bidder to ensure that submission of all drawings / documents mentioned in VDR shall be in soft copies through EIL eDMS portal only during detail engineering & no document shall be submitted through hard copies. However, as built document shall be submitted in hard copy along with soft copy.

B35. Bidder shall furnish soft copies of all as built drawings and datasheets in AutoCAD/ MS excel formats for loading in Owners' Documentation Node.

B36. Bidder to note that all the HART transmitter shall have 4-20 mA DC output superimposed with digital signal as per HART protocol.

B37. Temperature transmitters shall be considered for dual redundant operation, i.e if sensor 'A' fails, the measurement shall automatically switch to sensor 'B'.

B38. SS316 sensor zero trim button/ zero adjustment screw shall be provided.

B39. Mandatory spares:
For field instruments:
“O” rings (for Transmitter Oval flange/ Valve maifold) : 15% of each type of same specification of the total supplied/ installed items subject to minimum 2 Nos., whichever is higher.

B40. Unit rates for addition and deletion:
For Field Instruments
Each type, range and service shall be provided along with the offer.
Unit rates for each tag shall be provided separately for any future addition/deletion. Bidder shall note that these unit rates are only for addition/deletion at a later date. Price for accessories, testing required with each item as per MR specifications shall be included in the item price in pricing schedule.
Bidder to note that the unit rates quoted for these items shall be valid till the execution of order.

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B41. Inspection shall be carried out by TPIA (Third Party Inspection Agency) for all items supplied by bidder at bidder's manufacturing works. TPIA shall be appointed by bidder and price for the same shall be included in respective Group price. IRN (Inspection Release Note) shall be issued by TPIA.
As a minimum, the inspection and testing requirements as per Inspection Test Plan for electronic equipment's (6-81-2032) shall be adhered by the bidder.

B42. For integral type flowmeter with direct transmitter/Dia Seal transmitter shall include the supply of all hook up materials for installation of transmitter with meter run of integral flowmeters. Hook material such as isolation valve, pipes/tubes, vent/ drain valves, plug ,caps, gasket ,flanges , elbows, Tee, nuts, bolts etc. any other hook up material required for installation of flow meters. Price of the hook up materials shall be included in the respective groups. Bidder shall furnish the hook schematics along with the bid.

B43. All instruments electronic housing material shall be of Epoxy coated die cast Aluminum. Instrument enclosure shall be designed with a dual compartment housing that provides metallic isolation between the electronics and the terminal compartments.

B44. SITE CONDITIONS:
The field instruments covered in the MR shall be suitable for unprotected installation in Hot, Humid and Corrosive environment having following ambient condition.
The site environmental conditions at NRL, Golaghat, Assam are as follows:
Ambient temperature (min/Nor/Max.): 5 Deg C / 35 Deg C/ 38 deg C.
Relative Humidity (Nor) : 85%
Maximum recorded rainfall: 90 mm for a period of 1hr, 160 mm for a period of 24 hrs.

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TECHNICAL QUESTIONNAIRE

Job No: B440

Project: DCU REVAMP OF NREP

Client: M/s NRL

Req. No.: B440-003-YI-MR-1301

Rev No.	Date	Purpose	Prepared By	Checked By	Approved By
A	06/Nov/2025	Issued For Bids	ADITYA NARAYAN SAHOO	SACHIN KUMAR GARG	NARENDRA KAKKAR

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This questionnaire shall be duly filled in and submitted along with unpriced sets of offers to avoid further queries and to ensure proper evaluation of your offer in time. If this is not complied with, your offer is liable to be rejected.

ANSWER 'YES' 'NO' OR 'NOT APPLICABLE'

DESCRIPTION	BIDDER'S RESPONSE

1. Have you any deviations to the following:
   i) General Specifications (clausewise)
   ii) Special requirements (clausewise)
   iii) Instrument specifications indicated in the data sheets.
   iv) The scope of supply as indicated in the material requisition. If `yes' have you included the list of deviations? (If no deviations are furnished, it will be assumed that all the specifications and requirements of the subject requisition are complied with and no deviations whatever will be accepted after the placement of order.)

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2. Have you quoted for the spare parts including consumable items required for the startup and 2 years normal operation/maintenance of the Instruments?

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3. Have you quoted for the mounting accessories, special calibration kits and equipments (complete with technical details) required if any, for the erection, commissioning and maintenance of the instruments?

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4. A) Have you enclosed the relevant technical catalogue/Literature in ENGLISH language including model decoding details, drawings etc. necessary for the evaluation of your offer?
   (NOTE: In case of line mounted instruments, viz. control valves, positive displacement meters, Pressure relief valves etc., for all the lines quoted, relevant dimensional details required for the installation must be furnished along with the offer.)
   B) Have you confirmed that the documents required as per vendor data Requirements will be supplied after the placement of order.
   C) If so, have you indicated the extra price applicable, if any?

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5. Have you furnished sizing, noise level calculations and certified capacity curves for the instruments, wherever applicable?

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6. Have you furnished, separately the `Shop inspection charges, if any, for inspection at your works by EIL/Third party? (The details of the tests to be carried out on the instruments during shop inspection are to be furnished)

---

7. Have you furnished the certificates from statutory bodies vis. BASEEFA, FM, CSA etc. for the Explosion proof construction / intrinsically safe design of the instruments, wherever specified?

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8. Have you furnished the certificates from statutory authority i.e., CCOE certificate for all electrical equipments for intrinsically safe/ explosion proof design wherever specified?

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9. Have you confirmed that IBR certification in Form III(C) or equivalent certification from statutory bodies viz. Lloyds, Bureau veritas, TUV etc. will be furnished wherever specified?

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10. Have you indicated separately the installation and commissioning charges, in case the same are included in your scope of work?

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11. Have you furnished the estimated power / utility consumptions and special cable requirements, if any, for the instruments quoted?

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12. Have you furnished the customer reference list in India/Abroad.

NOTE: If the answer is 'NO' , then furnish reasons thereof.

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इंजीनियर्स इंडिया लिमिटेड ENGINEERS INDIA LIMITED (A Govt. of India Undertaking)

DATASHEET INDEX

Document No. B440-003-16-51-ID-1301
Rev. No. 0
Page 1 of 1

PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	DCU REVAMP	JOB NO.	B440 UNIT NO. 003
SUPPLIER		REQ. NO.	B440-003-YI-MR-1301

S.NO.	DESCRIPTION	DATASHEET NO.	REV	DATE
1	Differential Pressure Instrument	B440-03-YI-DS-3002	1	06-Nov-2025
2	Differential Pressure Instrument	B440-03-YI-DS-3005	1	06-Nov-2025
3	Differential Pressure Instrument	B440-03-YI-DS-3012	1	06-Nov-2025
4	Differential Pressure Instrument	B440-03-YI-DS-3015	1	06-Nov-2025
5	Differential Pressure Instrument	B440-03-YI-DS-3016	1	06-Nov-2025
6	Differential Pressure Instrument	B440-03-YI-DS-3019	0	06-Nov-2025
7	Differential Pressure Instrument	B440-03-YI-DS-4005	1	06-Nov-2025
8	Pressure Instrument	B440-03-YP-DS-2004	1	06-Nov-2025
9	Temperature Transmitters (M)	B440-03-YI-DS-2002	0	06-Nov-2025

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	06/Nov/2025	Issued For Bids	ADITYA NARAYAN SAHOO	SACHIN KUMAR GARG	NARENDRA KAKKAR

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

1	Function	Transmit & Indicate	17	No of Elements	
2	Type	Smart	18	Sheath Material	
3	Mounting	Yoke, Remote	19	Sheath OD	mm
4	Enclosure	Weather Proof IP65	20	Nipple and Union Material	
5	Electrical Area Classfication	IEC Zone 2 Gr.IIA/IIB, T3	21	Size	
6	Intrinsically Safe	Required	22	Head Cover Type	
7	Power Supply	24 V DC	23	Material	
8	Cable Entry	1/2" NPTF	24	Cable Entry	1/2" NPTF
9	Case	Refer Note	25	No. of Entries	Two
10	Body Material	Refer Note	26	Terminals	
11	Accuracy Full Scale	Refer Note	27	Thermowell Material	
12	Output Type, Output	Analog	28	Thermowell Construction	
13	Protocol	4-20mA HART	29	Process Connection	
14	Sensor Element	K-type Thermocouple	30	Inst. Connection	
15	Calibration	As per IEC 60584-1	31	Gauge Material	
16	Scope of Supply	By vendor	32	Element Material	

AVAILABLE OPTIONS

a) Mounting Accessories for 2" NB Pipe
b) IS Meter
c) CCE Certification

NOTES

1. Sl. No. 11 : Accuracy of transmitter shall be as per enclosed "Standard specification for Electronic/ Pneumatic instruments", doc no. 6-52-0032
2. Sl. No. 14 : Transmitter input shall be from direct mounted temperature element supplied by purchaser.
3. Dual compartment type temperature transmitter shall be used.
4. S. No. 10: All instrument electronic housing material shall be epoxy coated die cast aluminum.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

TAG NO	03-TT-7715		REV NO	0			
Type			Thermowell Flange				
Line/Equip No			Material | Rating | Facing/Finish				
Range	°C	0-1000	Well Dimension				
Service			"U" | "T"	mm			
Options	a,b,c		Temperature				
Model No.	*		Oper. | Max.	°C	667	750	

Additional Notesheet Attached.

Notes:

TAG NO	03-TT-7765		REV NO	0			
Type			Thermowell Flange				
Line/Equip No			Material | Rating | Facing/Finish				
Range	°C	0-1000	Well Dimension				
Service			"U" | "T"	mm			
Options	a,b,c		Temperature				
Model No.	*		Oper. | Max.	°C	667	750	

Additional Notesheet Attached.

Notes:

TAG NO			REV NO				
Type			Thermowell Flange				
Line/Equip No			Material | Rating | Facing/Finish				
Range			Well Dimension				
Service			"U" | "T"				
Options			Temperature				
Model No.			Oper. | Max.				

Notes:

TAG NO			REV NO				
Type			Thermowell Flange				
Line/Equip No			Material | Rating | Facing/Finish				
Range			Well Dimension				
Service			"U" | "T"				
Options			Temperature				
Model No.			Oper. | Max.				

Notes:

TAG NO			REV NO				
Type			Thermowell Flange				
Line/Equip No			Material | Rating | Facing/Finish				
Range			Well Dimension				
Service			"U" | "T"				
Options			Temperature				
Model No.			Oper. | Max.				

Notes:

TAG NO			REV NO				
Type			Thermowell Flange				
Line/Equip No			Material | Rating | Facing/Finish				
Range			Well Dimension				
Service			"U" | "T"				
Options			Temperature				
Model No.			Oper. | Max.				

Notes:

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-TT-7715	REV NO	0	

1. P&ID: 1177
2. Design Temperature: 750 deg C
3. Design Pressure: (-50) to 25 MMWC
4. Operating pressure is (-) 8 mmWC.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	6-Nov-202	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-TT-7765	REV NO	0	

1. P&ID: 1177
2. Design Temperature: 750 deg C
3. Design Pressure: (-50) to 25 MMWC
4. Operating pressure is (-) 8 mmWC.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	6-Nov-202	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit / Indicate	MEASURING UNIT	23	Service	Level
	2	Type	Electronic SMART		24	Element Type	Diaphragm
	3	Case	MFR STD		25	Body Material	SS316
	4	Mounting	Yoke		26	Element Material	SS316L
	5	Enclosure	Refer Note		27	Body Rating	kg/cm²
	6	Electric Area Class	Refer Note		28	Overange Protection	Refer Note
	7	Intrinsic Safety	Required		29	Instrument Connection	
	8	Air Supply			30	Connection Location	MFR STD
	9	Power Supply	24V D.C. Two Wire		31	Diaphragm Seal	Required
	10	Cable Entry	1/2" NPTF			Type	Remote
	11	Accuracy	Refer Note			Wetted Part Material	SS316L
TRANSMITTER	12	Output Type	Analog, 4-20 mA			Other Material	SS
	13	Driving Voltage	24 V DC			Process Connection (LP):	
	14	Protocol	HART			Size & Rating	2" 150#
CONTROLLER	15	Auto Manual Switch				Facing & Finish	RF 125AARH
	16	Set Point Adjustment				Process Connection (HP):	
	17	Manual Regulator				Size & Rating	2" 150#
	18	Output Type				Facing & Finish	RF 125AARH
	19	Protocol				Capillary Material	SS316
RECORDER	20	Chart				Armour Type	Flexible
	21	Chart Drive				Armour Material	SS304
	22	Chart Speed				Capillary length	m 5
						Flushing/Filling Conn. with plug	Required
				MODEL	32	MFR. and Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Integral Output Meter (Intrinsically safe)
c) Manifold 5 Valve
d) Manifold 3 Valve
e) Condensate Pots
f) Adjustable Dampener
g) Integral Sq.Rt. Ext
h) Test Jack, Calibrating
i) Mounting Accessories for 2" NB pipe
j) CCOE Approval

NOTES

Sl No. 5: Weatherproof to IP 65.
Sl No. 6: IEC Zone 2 Gr.IIA/IIB/IIC,T3
Sl No. 10 Two number cable entries are required . One number cable entry shall be plugged with weatherproof plug.
S.No. 11: Accuracy of the Transmitter shall be as per 6-52-0032
S.No. 28: Over range protection for the Transmitter shall be as per 6-52-0032.
1. Maximum Pressure indicated in data sheet is the Design Pressure.
2. Maximum Temperature indicated in data sheet is the Design Temperature.
Sl. No. 30. Spacer ring, Long Stud/Bolt, Nut and gasket shall be supplied by vendor and material of gasket and Stud/Bolt & Nut shall be
BOLT:A193 GR.B7
NUT:A194 GR.2H
GASKET: SP.WND SS316+GRAFIL+ I RING
3. Flange material and spacer ring material shall be SS316.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Diff. Range Span Min	Diff. Range Span Max	Set Min	Set Max	Scale Factor	Zero Elev. /Supp.	Pressure Max.	Temp. Max.	Control Mode / Action	Service	Option
0	03-LT-1404N	kg/cm²		0 mmH2O	724			4.7 kg/cm²g	450 °C		CT#3 ON PRIMARY FRAC	b,i,j
Notes: Additional Notesheet Attached.												
0	03-LTSP-00103	kg/cm²		0 mmH2O	724			4.7 kg/cm²g	450 °C		CT#3 ON PRIMARY FRAC	b,i,j
Notes: Additional Notesheet Attached.												
Notes:												
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[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LT-1404N	REV NO	0

1. Equipment no.: 03-CC-00-002(M), P&ID no.: 0114-1
2. C-C length : 963
3. Liquid density : 751.4 Kg/m3.
4. MDMT: 5 DEG C
5. PROCESS FLUID CONTAINS 0.033WT% H2S AND 1.84 WT% SULPHUR.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LTSP-00103	REV NO	0

1. Equipment no.: 03-CC-00-002(M), P&ID no.: 0114-1
2. C-C length : 963
3. Liquid density : 751.4 Kg/m3.
4. MDMT: 5 DEG C
5. PROCESS FLUID CONTAINS 0.033WT% H2S AND 1.84 WT% SULPHUR.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit / Indicate	MEASURING UNIT	23	Service	Level
	2	Type	Electronic SMART		24	Element Type	Diaphragm
	3	Case	MFR STD		25	Body Material	SS316
	4	Mounting	Yoke		26	Element Material	SS316L
	5	Enclosure	Refer Note		27	Body Rating	kg/cm²
	6	Electric Area Class	Refer Note		28	Overange Protection	Refer Note
	7	Intrinsic Safety	Required		29	Instrument Connection	
	8	Air Supply			30	Connection Location	MFR STD
	9	Power Supply	24V D.C. Two Wire		31	Diaphragm Seal	Required
	10	Cable Entry	1/2" NPTF			Type	Remote
	11	Accuracy	Refer Note			Wetted Part Material	SS316L
TRANSMITTER	12	Output Type	Analog, 4-20 mA			Other Material	SS
	13	Driving Voltage	24 V DC			Process Connection (LP):	
	14	Protocol	HART			Size & Rating	3" 150#
CONTROLLER	15	Auto Manual Switch				Facing & Finish	RF 125AARH
	16	Set Point Adjustment				Process Connection (HP):	
	17	Manual Regulator				Size & Rating	3" 150#
	18	Output Type				Facing & Finish	RF 125AARH
	19	Protocol				Capillary Material	SS316
RECORDER	20	Chart				Armour Type	Flexible
	21	Chart Drive				Armour Material	SS304
	22	Chart Speed				Capillary length	m 5
						Flushing/Filling Conn. with plug	Required
				MODEL	32	MFR. and Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Integral Output Meter (Intrinsically safe)
c) Manifold 5 Valve
d) Manifold 3 Valve
e) Condensate Pots
f) Adjustable Dampener
g) Integral Sq.Rt. Ext
h) Test Jack, Calibrating
i) Mounting Accessories for 2" NB pipe
j) CCOE Approval

NOTES

Sl No. 5: Weatherproof to IP 65.
Sl No. 6: IEC Zone 2 Gr.IIA/IIB/IIC,T3
Sl No. 10 Two number cable entries are required . One number cable entry shall be plugged with weatherproof plug.
S.No. 11: Accuracy of the Transmitter shall be as per 6-52-0032
S.No. 28: Over range protection for the Transmitter shall be as per 6-52-0032.
1. Maximum Pressure indicated in data sheet is the Design Pressure.
2. Maximum Temperature indicated in data sheet is the Design Temperature.
Sl. No. 30. Spacer ring, Long Stud/Bolt, Nut and gasket shall be supplied by vendor and material of gasket and Stud/Bolt & Nut shall be
BOLT:A193 GR.B7
NUT:A194 GR.2H
GASKET: SP.WND SS316+GRAFIL+ I RING
3. Flange material and spacer ring material shall be SS316.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Diff. Range Span Min	Diff. Range Span Max	Set Min	Set Max	Scale Factor	Zero Elev. /Supp.	Pressure Max.	Temp. Max.	Control Mode / Action	Service	Option
0	03-LT-00000	kg/cm²		0 mmH2O	1380			4.5 kg/cm²g	425 °C		BLOWDOWN OIL SCRUBBER	b,i,j
	Additional Notesheet Attached.											
	Notes:											
0	03-LT-0000A	kg/cm²		0 mmH2O	1380			4.5 kg/cm²g	425 °C		BLOWDOWN OIL SCRUBBER	b,i,j
	Additional Notesheet Attached.											
	Notes:											
0	03-LT-0000B	kg/cm²		0 mmH2O	1380			4.5 kg/cm²g	425 °C		BLOWDOWN OIL SCRUBBER	b,i,j
	Additional Notesheet Attached.											
	Notes:											
0	03-LT-0000C	kg/cm²		0 mmH2O	1380			4.5 kg/cm²g	425 °C		BLOWDOWN OIL SCRUBBER	b,i,j
	Additional Notesheet Attached.											
	Notes:											
1	03-LT-1401N	kg/cm²		0 mmH2O	2606			4.7 kg/cm²g	450 °C		PRIMARY FRAC BOTTOMS	b,i,j
	Additional Notesheet Attached.											
	Notes:											
1	03-LT-1402N	kg/cm²		0 mmH2O	2606			4.7 kg/cm²g	450 °C		PRIMARY FRAC BOTTOMS	b,i,j
	Additional Notesheet Attached.											
	Notes:											
1	03-LT-1403N	kg/cm²		0 mmH2O	1346			4.7 kg/cm²g	450 °C		PRIMARY FRAC BOTTOMS	b,i,j
	Additional Notesheet Attached.											
	Notes:											
1	03-LTSP-00018	kg/cm²		0 mmH2O	2606			4.7 kg/cm²g	450 °C		PRIMARY FRAC BOTTOMS	b,i,j
	Additional Notesheet Attached.											
	Notes:											
0	03-LTSP-00102	kg/cm²		0 mmH2O	1380			4.5 kg/cm²g	425 °C		BLOWDOWN OIL SCRUBBER	b,i,j
	Additional Notesheet Attached.											
	Notes:											
	Notes:											

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LT-00000	REV NO	0	

1. Equipment no.: 03-CC-00-010(M), P&ID no.: 0118-1
2. C-C length : 1600
3. Liquid density : 865.2 to 862.7 Kg/m3.
4. MDMT: 5 DEG C
5. PROCESS FLUID CONTAINS H2S=1.1 WT% AND SULPHUR=3.1WT%.
6. Purging provision to be provided by bidder for this instrument.
7. PRESENCE OF COKE FINES.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-LT-0000A	REV NO	0	

1. Equipment no.: 03-CC-00-010(M), P&ID no.: 0118-1
2. C-C length : 1600
3. Liquid density : 865.2 to 862.7 Kg/m3.
4. MDMT: 5 DEG C
5. PROCESS FLUID CONTAINS H2S=1.1 WT% AND SULPHUR=3.1WT%.
6. Purging provision to be provided by bidder for this instrument.
7. PRESENCE OF COKE FINES.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LT-0000B	REV NO	0

1. Equipment no.: 03-CC-00-010(M), P&ID no.: 0118-1
2. C-C length : 1600
3. Liquid density : 865.2 to 862.7 Kg/m3.
4. MDMT: 5 DEG C
5. PROCESS FLUID CONTAINS H2S=1.1 WT% AND SULPHUR=3.1WT%.
6. Purging provision to be provided by bidder for this instrument.
7. PRESENCE OF COKE FINES.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-LT-0000C	REV NO	0

1. Equipment no.: 03-CC-00-010(M), P&ID no.: 0118-1
2. C-C length : 1600
3. Liquid density : 865.2 to 862.7 Kg/m3.
4. MDMT: 5 DEG C
5. PROCESS FLUID CONTAINS H2S=1.1 WT% AND SULPHUR=3.1WT%.
6. Purging provision to be provided by bidder for this instrument.
7. PRESENCE OF COKE FINES.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LT-1401N	REV NO	1	

1. Equipment no.: 03-CC-00-002(M), P&ID no.: 0114-1
2. C-C length : 2950
3. Liquid density : 883.1 Kg/m3.
4. MDMT: 5 DEG C
5. SULFUR CONTENT=2.03WT%
6. Purging provision to be provided by bidder for this instrument.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LT-1402N	REV NO	1

1. Equipment no.: 03-CC-00-002(M), P&ID no.: 0114-2
2. C-C length : 2950
3. Liquid density : 883.1 Kg/m3.
4. MDMT: 5 DEG C
5. SULFUR CONTENT=2.03WT%
6. Purging provision to be provided by bidder for this instrument.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LT-1403N	REV NO	1

1. Equipment no.: 03-CC-00-002(M), P&ID no.: 0114-2
2. C-C length : 1760
3. Liquid density : 764.6 Kg/m3.
4. MDMT: 5 DEG C
5. SULFUR CONTENT=2.03WT%
6. Purging provision to be provided by bidder for this instrument.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LTSP-00018	REV NO	1	

1. Equipment no.: 03-CC-00-002(M), P&ID no.: 0114-1
2. C-C length : 2950
3. Liquid density : 883.1 Kg/m3.
4. MDMT: 5 DEG C
5. SULFUR CONTENT=2.03WT%
6. Purging provision to be provided by bidder for this instrument.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-LTSP-00102	REV NO	0

1. Equipment no.: 03-CC-00-010(M), P&ID no.: 0118-1
2. C-C length : 1600
3. Liquid density : 865.2 to 862.7 Kg/m3.
4. MDMT: 5 DEG C
5. PROCESS FLUID CONTAINS H2S=1.1 WT% AND SULPHUR=3.1WT%.
6. Purging provision to be provided by bidder for this instrument.
7. PRESENCE OF COKE FINES.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	ANS	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit Indicate	MEASURING UNIT	23	Service	Flow
	2	Type	Electronic SMART		24	Element Type	Diaphragm
	3	Case	MFR STD		25	Body Material	SS316
	4	Mounting	Yoke		26	Element Material	SS316L
	5	Enclosure	Refer Note		27	Body Rating	kg/cm²
	6	Electric Area Class	Refer Note		28	Overange Protection	Refer Note
	7	Intrinsic Safety	Required		29	Instrument Connection	
	8	Air Supply			30	Connection Location	MFR STD
	9	Power Supply	24V D.C. Two Wire		31	Diaphragm Seal	Required
	10	Cable Entry	1/2" NPTF			Type	Remote
	11	Accuracy	Refer Note			Wetted Part Material	SS316L
TRANSMITTER	12	Output Type	Analog, 4-20 mA			Other Material	SS
	13	Driving Voltage	24 V DC			Process Connection (LP):	
	14	Protocol	HART			Size & Rating	3" 300#
CONTROLLER	15	Auto Manual Switch				Facing & Finish	RF 125AARH
	16	Set Point Adjustment				Process Connection (HP):	
	17	Manual Regulator				Size & Rating	3" 300#
	18	Output Type				Facing & Finish	RF 125AARH
	19	Protocol				Capillary Material	SS316
RECORDER	20	Chart				Armour Type	
	21	Chart Drive				Armour Material	SS304
	22	Chart Speed				Capillary length	m 5
						Flushing/Filling Conn. with plug	Required
				MODEL	32	MFR. and Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Integral Output Meter (Intrinsically safe)
c) Manifold 5 Valve
d) Manifold 3 Valve
e) Condensate Pots
f) Adjustable Dampener
g) Integral Sq.Rt. Ext
h) Test Jack, Calibrating
i) Mounting Accessories for 2" NB pipe
j) CCOE Approval

NOTES

Sl No. 5: Weatherproof to IP 65.
Sl No. 6: IEC Zone 2 Gr.IIA/IIB/IIC,T3
Sl No. 10 Two number cable entries are required . One number cable entry shall be plugged with weatherproof plug.
S.No. 11: Accuracy of the Transmitter shall be as per 6-52-003.
S.No. 28: Over range protection for the Transmitter shall be as per 6-52-0032.
1. Maximum Pressure indicated in data sheet is the Design Pressure.
2. Maximum Temperature indicated in data sheet is the Design Temperature.
Sl. No. 30. Spacer ring, Long Stud/Bolt, Nut and gasket shall be supplied by vendor and material of gasket and Stud/Bolt & Nut shall be
BOLT:A193 GR.B7
NUT:A194 GR.2H
GASKET: SP.WND SS316+GRAFIL+I RING
Spacer ring material and Flange material shall be SS316.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	NK	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Diff. Range Span Min	Diff. Range Span Max	Set Min	Set Max	Scale Factor	Zero Elev. /Supp.	Pressure Max.	Temp. Max.	Control Mode / Action	Service	Option
1	03-FT-1801N		mmH2O	0	1500 mmH2O			16.4 kg/cm²g	425 °C		6"-P-03-1817N-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-1 2. PRESENCE OF COKE FINES. 3. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
1	03-FT-1802N		mmH2O	0	2500 mmH2O			16.4 kg/cm²g	425 °C		4"-P-03-1818N-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-3 .											
1	03-FT-1803N		mmH2O	0	1500 mmH2O			16.4 kg/cm²g	425 °C		3"-P-03-1819N-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-3 2. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
1	03-FT-18101		mmH2O	0	2500 mmH2O			16.4 kg/cm²g	425 °C		6"-P-03-18101-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-3 2. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
1	03-FT-18102		mmH2O	0	1500 mmH2O			16.4 kg/cm²g	425 °C		2"-P-03-18102-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-3 2.PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
1	03-FT-18108		mmH2O	0	2500 mmH2O			16.4 kg/cm²g	425 °C		6"-P-03-1816N-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-3 2. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
1	03-FT-1830NA		mmH2O	0	1500 mmH2O			16.4 kg/cm²g	425 °C		4"-P-03-1830N-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-1 2. PRESENCE OF COKE FINES. 3. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
0	03-FTSP-00105		mmH2O	0	2500 mmH2O			16.4 kg/cm²g	425 °C		6"-P-03-18101-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-3 2. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
Notes:												
Notes:												

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	NK	SKG	NK
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit Indicate	MEASURING UNIT	23	Service	Flow
					24	Element Type	Diaphragm
	2	Type	Electronic SMART		25	Body Material	SS316
	3	Case	MFR STD		26	Element Material	SS316L
	4	Mounting	Yoke		27	Body Rating	kg/cm²
	5	Enclosure	Refer Note		28	Overange Protection	Refer Note
	6	Electric Area Class	Refer Note		29	Instrument Connection	
	7	Intrinsic Safety	Required		30	Connection Location	MFR STD
	8	Air Supply			31	Diaphragm Seal	Required
	9	Power Supply	24V D.C. Two Wire			Type	Remote
	10	Cable Entry	1/2" NPTF			Wetted Part Material	SS321 / HASTELLOY C
	11	Accuracy	Refer Note			Other Material	SS
TRANSMITTER	12	Output Type	Analog, 4-20 mA			Process Connection (LP):	
	13	Driving Voltage	24 V DC			Size & Rating	3" 300#
	14	Protocol	HART			Facing & Finish	RF 125AARH
CONTROLLER	15	Auto Manual Switch				Process Connection (HP):	
	16	Set Point Adjustment				Size & Rating	3" 300#
	17	Manual Regulator				Facing & Finish	RF 125AARH
	18	Output Type				Capillary Material	SS316
	19	Protocol				Armour Type	
RECORDER	20	Chart				Armour Material	SS304
	21	Chart Drive				Capillary length	m 5
	22	Chart Speed				Flushing/Filling Conn. with plug	Required
				MODEL	32	MFR. and Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Integral Output Meter (Intrinsically safe)
c) Manifold 5 Valve
d) Manifold 3 Valve
e) Condensate Pots
f) Adjustable Dampener
g) Integral Sq.Rt. Ext
h) Test Jack, Calibrating
i) Mounting Accessories for 2" NB pipe
j) CCOE Approval

NOTES

Sl No. 5: Weatherproof to IP 65.
Sl No. 6: IEC Zone 2 Gr.IIA/IIB/IIC,T3
Sl No. 10 Two number cable entries are required . One number cable entry shall be plugged with weatherproof plug.
S.No. 11: Accuracy of the Transmitter shall be as per 6-52-003.
S.No. 28: Over range protection for the Transmitter shall be as per 6-52-0032.
1. Maximum Pressure indicated in data sheet is the Design Pressure.
2. Maximum Temperature indicated in data sheet is the Design Temperature.
Sl. No. 30. Spacer ring, Long Stud/Bolt, Nut and gasket shall be supplied by vendor and material of gasket and Stud/Bolt & Nut shall be
BOLT:A193 GR.B7
NUT:A194 GR.2H
GASKET: SP.WND SS316+GRAFIL+I RING
Spacer ring material and Flange material shall be SS316.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	NK	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Diff. Range Span Min	Diff. Range Span Max	Set Min	Set Max	Scale Factor	Zero Elev. /Supp.	Pressure Max.	Temp. Max.	Control Mode / Action	Service	Option
1	03-FT-18103		mmH2O	0	2500 mmH2O			16.4 kg/cm²g	425 °C		3"-P-03-18103-B4G-IT	b,g,i,j
Notes:	1. P&ID : 0118-3 2. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
0	03-FTSP-00100		mmH2O	0	2500 mmH2O			29 kg/cm²g	325 °C		6"-P-03-1453N-B4G-IT	b,g,i,j
Notes:	1. P&ID : 0114-2 2. THE PROCESS FLUID CONTAINS 2.04 WT% SULFUR & 25PPMW H2S. .											
Notes:												
Notes:												
Notes:												
Notes:												
Notes:												
Notes:												
Notes:												
Notes:												

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit / Indicate	MEASURING UNIT	23	Service	Flow
	2	Type	Electronic SMART		24	Element Type	Diaphragm
	3	Case	MFR STD		25	Body Material	SS316
	4	Mounting	Yoke		26	Element Material	SS316L
	5	Enclosure	Refer Note		27	Body Rating	kg/cm²
	6	Electric Area Class	Refer Note		28	Overange Protection	Refer Note
	7	Intrinsic Safety	Required		29	Instrument Connection	
	8	Air Supply			30	Connection Location	MFR STD
	9	Power Supply	24V D.C. Two Wire		31	Diaphragm Seal	Required
	10	Cable Entry	1/2" NPTF			Type	Remote
	11	Accuracy	Refer Note			Wetted Part Material	SS316L
TRANSMITTER	12	Output Type	Analog, 4-20 mA			Other Material	SS
	13	Driving Voltage	24 V DC			Process Connection (LP):	
	14	Protocol	HART			Size & Rating	3" 300#
CONTROLLER	15	Auto Manual Switch				Facing & Finish	RF 125AARH
	16	Set Point Adjustment				Process Connection (HP):	
	17	Manual Regulator				Size & Rating	3" 300#
	18	Output Type				Facing & Finish	RF 125AARH
	19	Protocol				Capillary Material	SS316
RECORDER	20	Chart				Armour Type	
	21	Chart Drive				Armour Material	SS304
	22	Chart Speed				Capillary length	m 5
						Flushing/Filling Conn. with plug	Required
				MODEL	32	MFR. and Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Integral Output Meter (Intrinsically safe)
c) Manifold 5 Valve
d) Manifold 3 Valve
e) Condensate Pots
f) Adjustable Dampener
g) Integral Sq.Rt. Ext
h) Test Jack, Calibrating
i) Mounting Accessories for 2" NB pipe
j) CCOE Approval

NOTES

Sl No. 5: Weatherproof to IP 65.
Sl No. 6: IEC Zone 2 Gr.IIA/IIB/IIC,T3
Sl No. 10 Two number cable entries are required . One number cable entry shall be plugged with weatherproof plug.
S.No. 11: Accuracy of the Transmitter shall be as per 6-52-003.
S.No. 28: Over range protection for the Transmitter shall be as per 6-52-0032.
1. Maximum Pressure indicated in data sheet is the Design Pressure.
2. Maximum Temperature indicated in data sheet is the Design Temperature.
Sl. No. 30. Spacer ring, Long Stud/Bolt, Nut and gasket shall be supplied by vendor and material of gasket and Stud/Bolt & Nut shall be
BOLT:A193 GR.B7
NUT:A194 GR.2H
GASKET: SP.WND SS316+GRAFIL+I RING
Spacer ring material and Flange material shall be SS316.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	NK	SKG	NK
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Diff. Range Span Min	Diff. Range Span Max	Set Min	Set Max	Scale Factor	Zero Elev. /Supp.	Pressure Max.	Temp. Max.	Control Mode / Action	Service	Option
1	03-FT-1830NB	mmH2O		0 mmH2O	305 mmH2O			16.4 kg/cm²g	425 °C		4"-P-03-1830N-B19A-IT	b,g,i,j
Notes:	1. P&ID : 0118-1 2. PRESENCE OF COKE FINES. 3. PROCESS FLUID CONTAINS H2S=55PPMW & SULFUR=2.0 WT%. .											
0	03-FTSP-00101	mmH2O		0 mmH2O	322 mmH2O			19 kg/cm²g	315 °C		3"-P-03-1127N-B1A-IT	b,g,i,j
Notes:	1. P&ID : 0111-4 2. PROCESS FLUID CONTAINS H2S=24PPMW & 2.04 WT% SULFUR. .											
Notes:												
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[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit Indicate	MEASURING UNIT	23	Service	Flow
	2	Type	Electronic SMART		24	Element Type	Diaphragm
	3	Case	MFR STD		25	Body Material	SS316
	4	Mounting	Yoke		26	Element Material	SS316 L
	5	Enclosure	Weatherproof to IP65		27	Body Rating	
	6	Electric Area Class	Refer Note		28	Overange Protection	Refer Note
	7	Intrinsic Safety	Required		29	Instrument Connection	1/2" NPTF
	8	Air Supply			30	Connection Location	MFR STD
	9	Power Supply	24V D.C. Two Wire		31	Diaphragm Seal	
	10	Cable Entry	1/2" NPTF			Type	
	11	Accuracy	Refer Note			Wetted Part Material	
TRANSMITTER	12	Output Type	Analog (4-20 mA)			Other Material	
	13	Driving Voltage	24 V DC			Process Connection (LP):	
	14	Protocol	HART			Size & Rating	
CONTROLLER	15	Auto Manual Switch				Facing & Finish	
	16	Set Point Adjustment				Process Connection (HP):	
	17	Manual Regulator				Size & Rating	
	18	Output Type				Facing & Finish	
	19	Protocol				Capillary Material	
RECORDER	20	Chart				Armour Type	
	21	Chart Drive				Armour Material	
	22	Chart Speed				Capillary length	
						Flushing/Filling Conn. with plug	
				MODEL	32	MFR. and Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Integral Output Meter (Intrinsically safe)
c) Manifold 5 Valve
d) Manifold 3 Valve
e) Condensate Pots
f) Adjustable Dampener
g) Integral Sq.Rt. Ext
h) Test Jack, Calibrating
i) Mounting Accessories for 2" NB pipe
j) CCOE Approval

NOTES

Sl No. 6: IEC Zone 2 Gr.IIA/IIB/IIC,T3
Sl No. 10 Two number cable entries are required . One number cable entry shall be plugged with weatherproof plug.
S.No. 11: Accuracy of the Transmitter shall be as per 6-52-0032.
S.No. 28: Over range protection for the Transmitter shall be as per 6-52-0032.
1. Maximum Pressure indicated in data sheet is the Design Pressure.
2. Maximum Temperature indicated in data sheet is the Design Temperature.

[ ] Deviation [ ] No Deviation Vendor Seal

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Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Diff. Range Span Min	Diff. Range Span Max	Set Min	Set Max	Scale Factor	Zero Elev. /Supp.	Pressure Max.	Temp. Max.	Control Mode / Action	Service	Option
0	03-FT-5105B		mmH2O	0	500 mmH2O			48/FV kg/cm²g	480 °C		6"-SH-03-7005-D2D-IH	b,g,i,j
Notes:	1. P&ID : 1151 2. Special requirement for IBR service shall be complied with as per SIV. .											
0	03-FTSP-00107		mmH2O	0	500 mmH2O			48/FV kg/cm²g	480 °C		6"-SH-03-7005-D2D-IH	b,g,i,j
Notes:	1. P&ID : 1151 2. Special requirement for IBR service shall be complied with as per SIV. .											
0	03-FTSP-00108		mmH2O	0	500 mmH2O			48/FV kg/cm²g	480 °C		6"-SH-03-7005-D2D-IH	b,g,i,j
Notes:	1. P&ID : 1151 2. Special requirement for IBR service shall be complied with as per SIV. .											
0	03-FTSP-00109		mmH2O	0	500 mmH2O			48/FV kg/cm²g	480 °C		6"-SH-03-7005-D2D-IH	b,g,i,j
Notes:	1. P&ID : 1151 2. Special requirement for IBR service shall be complied with as per SIV. .											
Notes:												
Notes:												
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Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit Indicate	MEASURING UNIT	23	Service	Diff. Pressure
					24	Element Type	Diaphragm
	2	Type	Electronic SMART		25	Body Material	SS 316
	3	Case	Note 1		26	Element Material	Hastollay C or SS321
	4	Mounting	Yoke		27	Body Rating	kg/cm²
	5	Enclosure	Weatherproof to IP65		28	Overange Protection	Note 3
	6	Electric Area Class	Zone 2 IIA IIB, T3		29	Instrument Connection	
	7	Intrinsic Safety	Required		30	Connection Location	MFR STD
	8	Air Supply			31	Diaphragm Seal	Required
	9	Power Supply	24V D.C.			Type	Remote
	10	Cable Entry	1/2" NPTF			Wetted Part Material	Hastollay C or SS321
	11	Accuracy	Note 2			Other Material	SS
TRANSMITTER	12	Output Type	4-20 mA			Process Connection (LP):	
	13	Driving Voltage	24 V			Size & Rating	3" 300#
	14	Protocol	HART			Facing & Finish	RF 125AARH
CONTROLLER	15	Auto Manual Switch				Process Connection (HP):	
	16	Set Point Adjustment				Size & Rating	3" 300#
	17	Manual Regulator				Facing & Finish	RF 125AARH
	18	Output Type				Capillary Material	SS 316
	19	Protocol				Armour Type	Flexible
RECORDER	20	Chart				Armour Material	SS
	21	Chart Drive				Capillary length	m 5
	22	Chart Speed				Flushing/Filling Conn. with plug	Required
				MODEL	32	MFR. and Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Integral Output Meter (Intrinsically safe)
c) Manifold 5 Valve
d) Manifold 3 Valve
e) Condensate Pots
f) Adjustable Dampener
g) Integral Sq.Rt. Ext
h) Test Jack, Calibrating
i) Mounting Accessories for 2" NB pipe
j) CCOE Approval

NOTES

1. All instrument electronic housing material shall be epoxy coated die cast aluminum.
2. Sl. No.11: Accuracy shall be as per standard specification 6-52-032 Rev 5.
3. .Sl. No.28: Over range protection shall be as per "Standard Specification for Electronic Instruments; 6-52-0032 Rev 5".
4. Supply of gasket, long stud & nut, mounting accessories for 2"NB pipe shall be in Bidder's scope.
5. Calibration certificates shall be provided for each transmitter.
6. Output meter shall be integral type.
7. Spacer ring shall be provided with plugged vent/drain connection of 1/2" NPTF.
8. (i) Spacer ring material shall be same as the wetted part material.
   (ii) Bolt.Stud material: ASTM A 193 GR.B16, Nut material: ASTM A 194 GR.4
   (iii) Flange material shall be ASTM A 182 GR.F9
   (iv) Gasket material shall be SP.WND SS316+GRAFIL+ I RING

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	NK	SKG	NK
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Diff. Range Span Min	Diff. Range Span Max	Set Min	Set Max	Scale Factor	Zero Elev. /Supp.	Pressure Max.	Temp. Max.	Control Mode / Action	Service	Option
1	03-PDT-00006SP		kg/cm²	-0.5	0.2 kg/cm²			kg/cm²g	°C		SPARE	b,i,j
Notes:												
1	03-PDT-13101		kg/cm²	-0.5	0.2 kg/cm²			kg/cm²g	°C		COKE CHAMBER DRAIN	b,i,j
Additional Notesheet Attached.												
Notes:												
Notes:												
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440 UNIT NO 03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

NOTES FOR TAG NO	03-PDT-13101	REV NO	1

1. P&ID: B440-79-41-03-0113-2
2. Differential Pressure: 0.04/0.1 kg/cm2
3. Inlet Pressure: 2 kg/cm2g
4. Design Pressure: 5 kg/cm2g
5. Design Temperature: 425 deg C .

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

GENERAL	1	Function	Transmit Indicate	MEASURING UNIT	23	Service	Gauge Pressure
	2	Type	Electronic SMART		24	Element Type	Diaphragm
	3	Case	Note 1		25	Body Material	SS316
	4	Mounting	Yoke		26	Element Material	SS316L
	5	Enclosure	Weatherproof to IP65		27	Body Rating	kg/cm²
	6	Electric Area Class	IEC Zone 2 IIA IIB T3		28	Overange Protection	Note 3
	7	Intrinsic Safety	Required		29	Process Connection	1/2" NPT
	8	Air Supply			30	Connection Location	MFR STD
	9	Power Supply	24V D.C. Two Wire		31	Diaphragm Seal	Required
	10	Cable Entry	1/2" NPTF			Type	Remote
	11	Accuracy	Note 2			Wetted Part Material	SS316L
TRANSMITTER	12	Output Type	4-20 mA			Other Material	SS
	13	Driving Voltage	24 V			Process Connection :	
	14	Protocol	HART			Size & Rating	1 1/2" 300#
CONTROLLER	15	Auto Manual Switch				Facing & Finish	RF 125AARH
	16	Set Point Adjustment				Capillary Material	SS316
	17	Manual Regulator				Armour Type	Flexible
	18	Output Type				Armour Material	SS
	19	Protocol				Capillary length	m 5
RECORDER	20	Chart				Flushing/Filling Conn.with plug	Required
	21	Chart Drive		CERT	32	CCOE Approval	Required
	22	Chart Speed		MODEL	33	MFR & Model No.	*
							*

AVAILABLE OPTIONS

a) Air Filter Regulator
b) Output Meter (Intrinsically safe)
c) Manifold 2 Valve
d) Condensate Pots
e) Adjustable Dampener
f) Test Jack, Calibrating
g) Mounting Accessories

NOTES

1. All instrument electronic housing material shall be epoxy coated die cast aluminum.
2. Sl. No.11: Accuracy shall be as per standard specification 6-52-032 Rev 5.
3 .Sl. No.28: Over range protection shall be as per "Standard Specification for Electronic Instruments; 6-52-0032 Rev 5".
4. Supply of gasket, long stud & nut, mounting accessories for 2"NB pipe shall be in Bidder's scope.
5. Calibration certificates shall be provided for each transmitter.
6. Output meter shall be integral type.
7. Spacer ring shall be provided with plugged vent/drain connection of 1/2" NPTF.
8. (i) Spacer ring material shall be same as the wetted part material.
   (ii) Bolt Stud material: ASTM A 193 GR.B7, Nut material: ASTM A 194 GR.2H
   (iii) Flange material shall be SS 316
   (iv) Gasket material shall be SP.WND SS316+GRAFIL+ I RING

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No	Date	Purpose	Prepared By	Checked By	Approved By
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440
SUPPLIER		REF. NO.	B440-003-YI-MR-1301

UNIT NO 03

Rev No	Tag No	Range				Pressure		Temp. Max.	Control Mode / Action	Service	Option
		Span		Set		Oper.	Max.				
		Min	Max	Min	Max						
1	03-PT-1801N	kg/cm²g	kg/cm²g	0 kg/cm²g	2 kg/cm²g	0.7 kg/cm²g	kg/cm²g	°C		BD Oil Scrubber OVHD	b,g
Notes:	1. P&ID: B440-79-41-03-0118-1 2. Design Pressure: 3.5 kg/cm2g 3. Design Temperature: 425 deg C										
1	03-PT-18103A	kg/cm²g	kg/cm²g	0 kg/cm²g	20 kg/cm²g	10 kg/cm²g	kg/cm²g	°C		03-PA-00-076A/B Disc.	b,g
Notes:	Additional Notesheet Attached.										
1	03-PT-18103B	kg/cm²g	kg/cm²g	0 kg/cm²g	20 kg/cm²g	10 kg/cm²g	kg/cm²g	°C		03-PA-00-076A/B Disc.	b,g
Notes:	Additional Notesheet Attached.										
1	03-PT-18103C	kg/cm²g	kg/cm²g	0 kg/cm²g	20 kg/cm²g	10 kg/cm²g	kg/cm²g	°C		03-PA-00-076A/B Disc.	b,g
Notes:	Additional Notesheet Attached.										
1	03-PTSP-00023	kg/cm²g	kg/cm²g	0 kg/cm²g	2 kg/cm²g	kg/cm²g	kg/cm²g	°C		SPARE	b,g
Notes:	.										
0	03-PTSP-00104	kg/cm²g	kg/cm²g	0 kg/cm²g	20 kg/cm²g	10 kg/cm²g	kg/cm²g	°C		03-PA-00-076A/B Disc.	b,g
Notes:	Additional Notesheet Attached.										
Notes:											
Notes:											
Notes:											
Notes:											

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-PT-18103A	REV NO	1	

1. P&ID: B440-79-41-03-0118-3
2. Design Pressure: 16.4 kg/cm2g
3. Design Temperature: 450 deg C
4. Bidder to note that the tag shall be minimum SIL-2 certified.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-PT-18103B	REV NO	1	

1. P&ID: B440-79-41-03-0118-3
2. Design Pressure: 16.4 kg/cm2g
3. Design Temperature: 450 deg C
4. Bidder to note that the tag shall be minimum SIL-2 certified.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-PT-18103C	REV NO	1	

1. P&ID: B440-79-41-03-0118-3
2. Design Pressure: 16.4 kg/cm2g
3. Design Temperature: 450 deg C
4. Bidder to note that the tag shall be minimum SIL-2 certified.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	NK	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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PROJECT	DCU REVAMP OF NREP	CLIENT	M/s NRL		
UNIT	Delayed Coker Unit (DCU) Revamp of NREP	JOB NO.	B440	UNIT NO	03
SUPPLIER		REF. NO.	B440-003-YI-MR-1301		

NOTES FOR TAG NO	03-PTSP-00104	REV NO	0	

1. P&ID: B440-79-41-03-0118-3
2. Design Pressure: 16.4 kg/cm2g
3. Design Temperature: 450 deg C
4. Bidder to note that the tag shall be minimum SIL-2 certified.

[ ] Deviation [ ] No Deviation Vendor Seal * - By Vendor

Rev. No.	Date	Purpose	Prepared By	Checked By	Approved By
0	01-Feb-2024	Issued For Bids	NK	SKG	NK
1	06-Nov-2025	Issued For Bids	NK	SKG	NK

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REMOTE OUTPUT METERS-4-20 mA		
1	Tag Nos.	Refer Table-2
2	Function	Indication in Field
3	Type	Electronics, LCD type (Digital) (Note-2)
4	Dial Size	Mfr. Std.
5	Dial Colour	Mfr. Std.
6	Case Material	Die cast Aluminium
7	Window Material	Mfr. Std.
8	Mounting	2" Yoke
9	Enclosure	Weather-Proof to IP-65,
10	Area Classification	IEC, Zone -II, Gr.IIA/IIB/IIC,T3
11	Intrinsically Safe	Yes (Note-1)
12	Power supply	Loop powered with transmitter
13	Power for transmitters	24V DC, 2-Wire
14	Signal cable entry	½" NPT
15	Input signal	4-20 mA DC, 2-wire
16	Signal Input resistance	Not greater than 10 ohm
17	Accuracy	± 1% of FSD
18	Graduation	Note-2
19	Scale	Refer Table-2
20	Accessories	Required for 2" yoke mounting
21	Quantity	Refer Table-2
22	Model No.	

Note-1: Vendor to furnish certificates for intrinsic safety from a statutory body indicating the intrinsic parameters.
Note 2:
a) Display shall be in engineering units for Pressure, differential pressure & flow configurable.
b) For level display shall be 0-100% linear scale.

'*' – By Vendor

0	03/11/25	ISSUED WITH MR	ANS	KWB	NK
REV.	DATE	REVISIONS	BY	CHECKED	APPROVED

ENGINEERS INDIA LIMITED NEW DELHI	PLANT: DCU REVAMP OF NRL ASSAM PROJECT: NRL	SPECIFICATION	REV.
		B440-03-YI-DS-3102	0
		Page 1 of 2	

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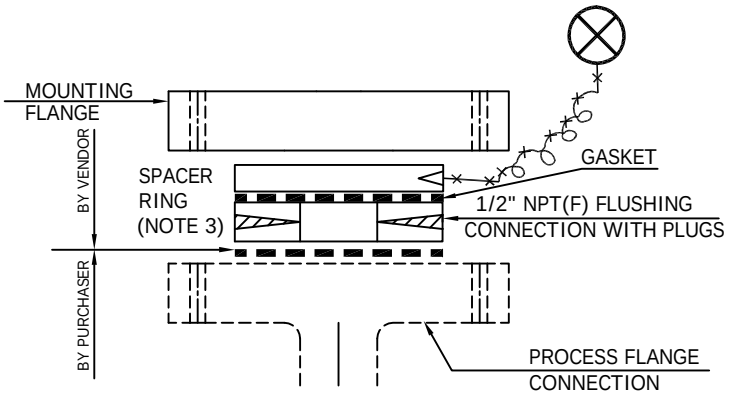
TABLE-2

S.No	Tag No.	Function	Range	Model
1	03-FI-16106	Flow	**0 to 2500 mmWC**	*
2	03-PDI-1401NA	Pressure	**-0.05 to 1 Kg/cm2**	*
3	03-PDI-1402NA	Pressure	**-0.05 to 0.2 Kg/cm2**	*
4	03-FISP-00106	Flow	**0 to 2500 mmWC**	*
5	139-PDI-012601	Pressure	**0 to 5 kg/cm2**	*
6	139-PDI-012602	Pressure	**0 to 5 kg/cm2**	*
7	139-PDI-012603	Pressure	**0 to 5 kg/cm2**	*
8	139-PDI-872601	Pressure	**0 to 10 kg/cm2**	*
9	139-PDI-932601	Pressure	**0 to 10 kg/cm2**	*
10	139-PDI-932602	Pressure	**0 to 10 kg/cm2**	*
11	139-PDI-010001	Pressure	**0 to 5 kg/cm2**	*
12	139-PDISP-000100	Pressure	**0 to 10 kg/cm2**	*
13	139-PDISP-000101	Pressure	**0 to 5 kg/cm2**	*

REV.	DATE	REVISION	BY	CHECKED	APPD.	APPD.
0	04.11.25	ISSUED FOR BID	ANS	SG	NK	

DIAPHRAGM SEAL

INSTRUMENT



DIAPHRAGM SEAL WITH SPACER RING
FOR FLUSHING/FILLING CONNECTION
(REFER DATA SHEETS)

NOTES:-

1. VENDOR SHALL FURNISH DETAILED DIMENSIONAL DRAWING OF SPACER RING ASSEMBLY ALONG WITH SEAL.
2. FOR ALL DIAPHRAGM SEAL TYPE PRESSURE AND DIFFERENTIAL PRESSURE TRANSMITTER & GAUGES,THE BACK UP FLANGE AND LONG STUD BOLTS & NUTS ALONG WITH THE GASKET SHALL BE IN THE VENDOR'S SCOPE.
3. IN CASE DESIGN TEMPERATURE IS ABOVE THE MAXIMUM ALLOWABLE TEMPERATURE OF FILL FLUID, VENDOR SHALL PROVIDE SPACER RING OF LONGER LENGTH TO LOWER THE PROCESS TEMPERATURE WITHIN ACCPETABLE LIMIT OF FILL FLUID.

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ENGINEERS INDIA LIMITED NEW DELHI	SCHEMATIC DRAWING FOR INSTRUMENTS	DRAWING NO.	REV
		B440-003-YI-SK-1301	0
		SHT. 1 OF 1	

TECHNICAL COMPLIANCE STATEMENT

(TO BE SIGNED BY BIDDER'S PRINCIPAL CORPORATE LEVEL SIGNATORY ON COMPANY LETTERHEAD)

I, ON BEHALF OF M/s_____ CONFIRM THAT THE PROPOSAL OF ----------

----------QUOTED BY M/s_____ FOR NRL PROJECT - ASSAM, AGAINST MATERIAL REQUISITION No. B440-003-YI-MR-1301 (FIELD INSTRUMENT) IS IN TOTAL COMPLIANCE TO THE SCOPE AS WELL AS ALL THE TECHNICAL SPECIFICATION AND NO DEVIATION, VARIATION OR RESERVATION WHATSOEVER HAS BEEN MENTIONED IN THE TECHNICAL OFFER. IT IS FURTHER AGREED THAT THE TECHNICAL DETAILS FURNISHED IN OUR OFFER WILL BE REVIEWED BY EIL/NRL DURING DETAILED ENGINEERING STAGE AFTER ORDER AND ANY CHANGE REQUIRED TO MEET THE REQUIREMENTS OF ENQUIRY SPECIFICATION INCLUDING AMENDMENT(S) (IF ANY) WILL BE INCORPORATED BY US WITHOUT ANY PRICE AND TIME IMPLICATION.

(BIDDER'S SIGNATURE AND STAMP)

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इलेक्ट्रॉनिक उपकरणों के लिए मानक विनिर्देशन

STANDARD SPECIFICATION FOR ELECTRONIC INSTRUMENTS

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
6	14.03.23	Revised and Reissued as Standard Specification	MG/AJS	KKP	MN	SM
5	14.11.17	Revised and Reissued as Standard Specification	GK	SMK	RG	RN
4	12.03.12	Revised and Reissued as Standard Specification	MN	RG	RP/JMS	DM
3	15.02.07	Revised and Reissued as Standard Specification	AR	TGM	HCJ	VC
2	05.08.05	Revised and Reissued as Standard Specification	KI	TGM	PM	VJN

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Abbreviations:

AARH	:	Arithmetic Average Roughness Height
EDDL	:	Electronics Device Description Language
FISCO	:	Fieldbus Intrinsic Safety Concept
FDT/DTM	:	Field Device Tool/ Device Type Manager
FF	:	Fieldbus Foundation
HART	:	Highway Addressable Remote Transducer
LAS	:	Link Active Scheduler
LCD	:	Liquid Crystal Display
NPS	:	Nominal Pipe Size
NPT	:	National Pipe Thread
RAM	:	Random Access Memory
WC	:	Water Column

Instrumentation Standards Committee

Convener: Mr. Mainak Nandi

Members:
Mr. Arupjyoti Saikia
Mr. Sachin Garg
Mr. Jerry Johnson
Mr. Mayank Kaushik
Mr. Sourav Mukherjee
Ms. K. Pratheepa
Mr. RK Gupta (Proj.)

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ANNEXURES:

ANNEXURE – 1: STUD – BOLTS AND NUTS MATERIAL REQUIREMENT
ANNEXURE – 2: GASKET MATERIAL REQUIREMENT
ANNEXURE – 3: DD & CFF FILE FORMAT

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1.0 GENERAL

1.1 Scope

1.1.1 This specification, together with the data sheets attached herewith describes the requirements for the design, materials, nameplate marking, inspection, testing and shipping of electronic instruments.

1.1.2 The related standards referred to herein and mentioned below shall be of the latest edition prior to the date of the purchaser's enquiry: -

ASME	American Society of Mechanical Engineers		
	B 1.20.1	:	Pipe Threads General Purpose (Inch)
	B 16.5	:	Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard
	B 16.20	:	Metallic Gaskets for Pipe Flanges, Ring Joint, Spiral wound and Jacketed.
EN	European Standards		
	10204	:	Inspection Documents for Metallic Products
IS/IEC	Indian Standards/ International Electrotechnical Commission		
	IS/IEC 60079	:	Electrical Apparatus for Explosive Gas Atmospheres.
	IS/IEC 60529	:	Degree of Protection Provided by Enclosures (IP Code).
	IEC 61158	:	Fieldbus Standard for use in Industrial Control System
	IEC 61158-2	:	Physical Layer Specification and service definition for Fieldbus
	IEC 61326	:	Electrical equipment for measurement, control and laboratory use - EMC requirements
	IEC 61508	:	Functional Safety of Electrical/ Electronic/ Programmable Electronic Safety related Systems.
	IEC 61511	:	Functional safety instrumented system for the process industry sector
	IEC 61804	:	Function blocks (FB) for process control – Electronic Device Description
	IEC 61518	:	Mating dimensions between differential pressure (type) measuring instruments and flanged-on shut-off devices up to 413 bar (41.3 MPa)
ISA	International Society of Automation		
	S50.00.01	:	Compatibility of Analog Signals for Electronic Industrial Process Instruments.
ITK	Interoperability Test Kit (latest version)		

1.1.3 In the event of any conflict between this standard specification, job specification/data sheets, statutory regulations, related standards and codes, the following order of priority shall govern:

a) Statutory Regulations
b) Job Specifications / Data Sheets
c) Standard Specification
d) Codes and Standards

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1.1.4 In addition to compliance to purchaser's specifications in totality, vendor's extent of responsibility shall include the following:

a) Purchaser's data sheets specify the minimum acceptable material of construction of body, measuring element and accessories. Alternate superior material of construction shall also be acceptable provided vendor assumes complete responsibility for the selected materials for their compatibility with the process fluid and its operating conditions.
b) Selection of correct model number to meet the specifications in totality.
c) Selection of suitable sealant liquid for diaphragm seal instruments compatible with the process fluid and its operating temperature.

1.2 Bids

1.2.1 Vendor's quotation shall be strictly as per the bidding instructions to the vendor attached with the material requisition.

1.2.2 Vendor's quotation shall include the following:

a) Compliance to the specifications.

b) A detailed specification sheet for each item providing information regarding type, material of construction, performance specification, model number etc. of the offered electronic instruments. The material specification and the units of measurement for various parts in vendor's specification sheets shall be to the same standards as those indicated in purchaser's data sheets. Selection of correct Model number to meet the specifications shall be vendor's responsibility and vendor shall replace with the correct model if at any stage, the selected model is found deficient in meeting the specifications.

c) Proven references for each offered model number in line with clause 1.2.3 of this specification.

d) A copy of approval from local statutory authority, as applicable such as Petroleum & Explosives Safety Organisation (PESO) / Chief Controller of Explosives (CCE), Nagpur or Director General of Mines Safety (DGMS) in India, for the electronic instruments installed in electrically hazardous area along with:

i) Test certificate from recognized test house like Central Institute of Mining and Fuel Research (CIMFR) / Electronics Regional Testing Laboratory (ERTL) etc. for flameproof enclosure/intrinsic safety, as specified in the data sheet, as per relevant standard for all Indian manufactured equipments or for items requiring Director General of Mines Safety DGMS approval and a valid BIS approval.

ii) Certificate of conformity from agencies like Laboratorie Central Des Industries Electriques (LCIE), British Approval Service for Electrical Equipment in Flammable Atmospheres (Baseefa), FactoryMutual (FM), Physikalisch-TechnischeBundesanstalt (PTB), Canadian Standards Association (CSA), Underwriters Laboratories (UL) etc. for compliance to ATEX directives or certificate of conformity from IECEx or other equivalent recognized standards for all equipment manufactured outside India.

e) Deviations on technical requirements shall not be entertained. In case vendor has any valid technical reason, they must include a list of deviations tag number wise,

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summing up all the deviations from the purchaser's data sheets and other technical specifications along with the technical reasons for each of these deviations.

f) Catalogues giving detailed technical specifications, model decoding details and other related information for each type of electronic instruments covered in the bid. Information shall include, but not limited to product certifications, dimensional drawings, transient protection, range limits, power supply, current draw, vibration effect, power supply effect, electromagnetic compatibility. For Fieldbus instruments, information shall also include Fieldbus parameters like available standard function blocks/advanced function blocks and their execution time for each block, device type, number of link objects, virtual communication relationships, basic and advanced diagnostic features, transmitter failure mode, physical profile type etc.

1.2.3 All items, as offered, shall be field proven and should have completed minimum 6 months of operation after commissioning on the bid due date in the similar application with the process conditions similar to those as specified in the purchaser's data sheets. Items with proto-type design or items not meeting provenness criteria shall not be offered.

1.2.4 Wherever specified, vendor must furnish certified values of failure rates, probability of failure on demand (PFD) and test intervals for offered items for Safety Integrity Level (SIL) analysis. For diaphragm seal instruments, same shall be furnished for both transmitter as well as the seal system.

1.2.5 All documentation submitted by the vendor including their quotation, catalogues, drawings, installation, operation and maintenance manuals, etc shall be in English language only.

1.2.6 Vendor shall also quote for the following:

a) Stud bolts, nuts, gaskets as per annexure with diaphragm seal instruments.

b) Two-year operational spares for each model of instruments offered in the bid, which shall include electronic module, local indicator, o-ring/gasket set etc. based on vendor's recommendations.

c) Any special tool other than those covered under 1.2.6 (a) and (b). In case any special tools are needed for maintenance of offered instruments, vendor must certify in their offer.

1.3 Drawing and Data

1.3.1 Detailed drawing, data, catalogues and manuals required from the vendor are indicated by the purchaser in the vendor data requirement sheets attached with the requisition.

1.3.2 Final documentation consisting of design data, installation manual, operation and maintenance manual, etc submitted by the vendor after placement of purchase order shall include the following, as a minimum;

a) Specification sheet and catalogues for each electronic instrument and their accessories.

b) Certified drawing for each instrument, which shall provide dimensional detail, internal construction and part list, material of construction etc.

c) Calculations for integral orifice / conditioning orifice.

d) Copy of all test certificates

e) Installation procedure for electronic instrument and its accessories.

f) Calibration, Configuration and Maintenance procedures including replacement of its internal parts.

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g) Device Descriptor (DD) Files for configuring the FF device parameters and Common File Format (CFF) files for integrating the device into the system shall be provided (soft copy) by vendor for offline configuration by DCS vendor and the same shall match with the device configuration details of the transmitter.

h) Vendor shall furnish a list of all instruments in excel format as per annexure-3 enclosed with the specification including the following information for Fieldbus instruments.

i) Tag Number
ii) FF registered product code
iii) Device Type
iv) Manufacturer ID number
v) ITK Revision
vi) Firmware Revision
vii) Device Revision
viii) DD File Revision
ix) CF File Revision
x) HIST Test Completion
xi) Backup LAS functionality shall be disabled at the time of shipment. All FF device shall be shipped in the 'Ready to Run'.

All Fieldbus transmitters shall be suitable for operating between voltage of 9-32 V.

2.0 DESIGN AND CONSTRUCTION

2.1 General Requirements

2.1.1 All instruments shall be of state-of-the-art technology and shall be in compliance with the electromagnetic compatibility requirements specified in IEC-61326 standard.

2.1.2 Electronic instruments shall generally operate on nominal voltage of 24 V DC and shall be protected against short circuit and reverse voltage.

2.1.3 Electronic transmitters with two-wire system shall be suitable for delivering rated current to an external loop resistance of at least 550 ohms when powered with 24 V DC.

2.1.4 All Field transmitters shall have double compartment housing with metallic separation between the two compartments.

2.1.5 All Field transmitters shall have metallic housing.

2.1.6 Unless otherwise specified, transmitters shall be intrinsically safe type.

2.1.7 The instrument enclosure shall be metallic and shall have corrosion protection coating. Instrument enclosure shall be suitable for the area classification indicated in the purchaser's data sheets. All electronic boards/ cards shall have conformal coating suitable for corrosion protection normally prevalent in refinery. The enclosure shall meet the following standards:

Weatherproof housing	:	IP-65 to IS/IEC-60529
Flameproof housing	:	Flameproof/ Ex (d) as per IS/IEC-60079

Flameproof housing shall also be made weatherproof.

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2.1.8 The range of instruments shall be selected by vendor based on the set range indicated in the purchaser's data sheet. Where no set range is indicated, vendor may select the same as per the following guidelines;

a) The set range shall be 1.1 times the maximum process value or 1.4 times the operating process value whichever is higher rounded to the nearest ten.

b) The process variable shall preferably be in the middle third of the set range.

2.1.9 Measuring element in vacuum service shall have under range protection down to full vacuum, without undergoing a change in calibration or permanent set.

2.1.10 The type of electronic instruments shall be as specified in the purchaser's data sheet. Body & wetted part material shall be SS316 & SS316L respectively as a minimum. Transmitter vent/ drain material shall be same as wet part material.

2.1.11 For hydrogen service, transmitter sensing diaphragm shall be SS316L with gold plating. Gold plated Passivated Hastelloy C is also acceptable subject to max process design temperature of 200 deg C.

2.1.12 For chlorine service, the material of the sensor shall be Tantalum.

2.1.13 Diaphragm seal instrument shall meet the following requirements;

a) Diaphragm seal (flanged type) shall be integral with the instrument. In case wafer type diaphragm seal is provided, companion flanges shall be supplied by vendor. For diaphragm seal instruments long studs, nuts and gasket shall be provided by vendor.

b) Vendor shall include supply of long studs, nuts and gasket as per the materials specified in the purchaser's data sheet. In case purchaser's datasheet does not specify the MOC of long studs, nuts and gasket, refer Annexure – 1& 2 attached with this specification.

c) The sealant shall be an inert liquid, compatible with the process fluid and process operating as well as design temperature & pressure indicated in the purchaser's data sheets. Sealant shall be inert oil or equivalent for all diaphragm seal instruments in oxygen service.

d) When specified in purchaser's data sheet, spacer ring shall be supplied. The MOC of spacer ring shall be 316 Stainless Steel as a minimum. The spacer ring shall be provided with plugged vent/ drain connection of ½" NPTF. Suitable metallic plugs shall be provided by the vendor for the spacer ring vent/ drain connection.

e) The span of the offered model shall be selected to ensure zero elevation/zero suppression equal to the head created by the fill fluid for the specified capillary length in the data sheet.

f) The material of diaphragm seal flange shall be SS as a minimum and rating suitable for process conditions.

g) For full vacuum service, diaphragm seal instruments shall be all welded construction. The selection of seal fill fluid shall be decided by vendor. The diaphragm seal capillary armour shall be SS with PVC protection sleeve.

h) In place of capillary diaphragm seal differential pressure / level transmitter, remote sensor type differential pressure transmitter based on digital calculation shall be used

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wherever total capillary length combining both the legs is greater than 10 meters unless otherwise specified in the purchaser's datasheet. The model selection of the instrument shall be based upon the inlet pressure conditions.

i) The diaphragm seal models shall be part of vendor's published technical catalogue.

2.1.14 Wherever purchaser data sheet specifies integral flow transmitter, vendor shall supply complete assembly consisting of integral orifice, upstream and downstream meter runs with end flanges, isolation valves for transmitters meeting the following requirements:

a) Three nos. of integral orifice plates shall be supplied i.e., one is installed and two are spares.

b) Unless otherwise specified, material of construction shall be 316 Stainless Steel for integral orifice and meter run with flanges.

2.1.15 End connection details shall be as below: -

a) Threaded end connections shall be to NPT as per ASME B 1.20.1.

b) Flanged end connections shall be as per ASME B 16.5.

c) Grooves of ring type joint flanges shall be octagonal as per ASME B16.20.

d) Flanged face finish shall be as per ANSI B 16.5. The face finish shall be as follows:

125 AARH	:	125 to 250 microinch AARH
63 AARH	:	32 to 63 microinch AARH

2.1.16 All instruments in oxygen and chlorine service shall be thoroughly degreased using reagents like trichloro-ethylene. End connection shall be blinded / plugged after the degreasing process in order to avoid entrance of grease or oil particles.

2.1.17 Yoke mounted instruments shall be supplied with universal mounting bracket, U-bolt and nuts suitable for mounting the instruments on a 50 mm (nominal bore) pipe stanchion (horizontal or vertical). Also mounting brackets shall be suitably selected to ensure sufficient space is available at transmitter rear to terminate the field cable, operate the vent/ drain. Material of construction of mounting bracket shall be SS as a minimum.

2.1.18 All flow transmitters shall confirm to the latest edition of IEC 61518: 'Mating Dimension between differential pressure type measuring instruments'.

2.1.19 Plug-in circuit boards shall be designed and manufactured such that reverse insertion or insertion of the wrong card is prevented.

2.1.20 Terminals for electrical connections shall be clearly identified, and polarity shall be permanently marked.

2.1.21 Peak to peak ripple and total noise level in the analogue output signal shall not exceed 0.25% of the maximum signal.

2.1.22 Electrical cable entries shall have internal ½" NPT threads.

2.1.23 Span of the offered model shall be selected to ensure zero elevation/zero suppression equal to minimum 100% of the calibrated range.

2.1.24 Integral Output meter of each electronic transmitter shall have a freely configurable LCD display. The display shall be as follows:

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a) For Pressure, Differential Pressure, Flow & Temperature - Engineering Units
b) For Level – 100 % Linear

2.1.25 The performance of the transmitter shall not be affected by addition or removal or malfunction of integral output meter.

2.1.26 Wherever wetted parts material is specified as SS316/SS316L/SS321, Hastelloy-C is also acceptable.

2.1.27 For differential pressure transmitter, all integral parts of the transmitter shall be suitable for the differential over- range in either direction equal to the full rated pressure of the body with the opposite side vented to atmosphere without permanent distortion or calibration error.

2.1.28 Soft copy of the Device Descriptor (DD) files for configuring the transmitter parameters and Common File Format (CFF) files for integrating the device into the system shall be provided for offline configuration by system vendor.

2.2 Transmitters

2.2.1 Smart Transmitters

2.2.1.1 Smart transmitters in all conventional loops shall be smart (4-20 mA DC + HART) type only. Smart transmitters for flow, pressure, temperature, differential pressure and level applications shall be yoke mounted type unless specified otherwise. Meter electronics used for flow measurement etc. shall include all the associated items like preamplifier, converter, transmitter, integrator, integral output meter etc.

2.2.1.2 Smart transmitters shall be two wire microprocessor based type. These shall have a non-volatile memory, storing complete sensor characterisation and configuration data of the transmitter. All necessary signal conversions and output generation with the required protocol shall be carried out in the transmitter electronics. Integral output meter with LCD display shall be provided for all transmitters.

2.2.1.3 Transmitter shall also run complete diagnostic subroutines and shall provide diagnostic alarm messages for sensor as well as transmitter healthiness. In the event of detection of failure, the output shall be driven to a predefined value, which shall be field configurable.

2.2.1.4 Whenever specifically indicated in purchaser's data sheets, the meter electronics shall be provided with in-built protection against power supply & lightning surges.

2.2.1.5 The configurational data of the instruments shall be stored in a non-volatile memory such that this remains unchanged because of power fluctuations or power off condition. In case vendor standard instrument has battery backed RAM, vendor to ensure that battery drain alarm is provided as diagnostic maintenance message.

2.2.1.6 Accuracy of smart transmitters shall be as follows:

Type of Transmitter	Range of Transmitter	Accuracy
Direct	760 mm WC and above	Equal to or better than ±0.065% of range
Direct	Less than 760 mm WC	Equal to or better than ±0.15% of range
Diaphragm seal	500 mm WC and above	Equal to or better than ±0.25% of range
Diaphragm seal	Less than 500 mm WC	Equal to or better than ±0.5% of range

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The accuracy is defined as the combined effect of repeatability, linearity and hysteresis.

The rangebility of the transmitter for above mentioned accuracy shall be 1: 10.

2.2.1.7 The stability of the transmitters shall be as follows:

Range of Transmitter	Stability
760 mm WC and above	±0.2% of URL for a period of minimum 5 year
Less than 760 mm WC	±0.2% of URL for a period of minimum 1 year

2.2.1.8 Transmitter shall update the output at least 8 times a second.

2.2.1.9 Minimum transmitter response time shall be as follows:

a) For transmitter range of 760 mm WC and above, the response time shall be equal to or better than 500 milliseconds.

b) For transmitter range below 760mm WC, the response time shall be equal to or better than 1 second.

The response time of the transmitter shall be considered as the sum of dead time and 63.2% step response time of the transmitter.

2.2.1.10 Minimum over-range/static pressure protection of the transmitter shall be as follows:

Range of Transmitter ®	OVER RANGE / STATIC PRESSURE (*)	
	Pressure Transmitter Kg/Cm2	Differential Pressure Transmitter Kg/Cm2
0 < ® =< 250 mmWC	20	20
250 < ® =< 1000 mmWC	40	100
1000 mmWC< ® =< 10 Kg/cm2	40	160
10Kg/cm2< ® =<25 Kg/cm2	52	160
25Kg/cm2< ® =<100 Kg/cm2	160	160
® > 100 Kg/cm2	200	210

(*) However, if the over range/static pressure valve specified above is less than the maximum/design pressure of service conditions specified in the datasheets, offered instrument shall be suitable for the maximum/design pressure specified.

2.2.1.11 The 'WRITE' option shall be protected through password.

2.2.1.12 Temperature transmitters shall meet the following requirements as a minimum:

a) Temperature transmitter shall be universal type, able to accept input from resistance temperature detector (RTD) or thermocouple (T/C) of any type and range.

b) Temperature transmitters shall be freely programmable i.e., element type and range shall be programmable without any change in hardware / software.

c) Temperature transmitter shall be remote mounted type, in general. Head mounted transmitters shall be supplied when specifically indicated in purchaser's data sheets.

d) Temperature transmitters shall have dual input capability with automatic transfer to back-up sensor on failure of the primary sensor with alarm.

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e) Burn out protection must be provided with temperature transmitters. Upscale or downscale protection shall be decided based on its application to ensure fail-safe operation.

f) Temperature transmitters shall have a built-in linearising function to produce an output linear to temperature range.

g) The accuracy of the temperature transmitter with RTD element shall be as follows:

- For temperature above 350° C, ±0.075%.
- For temperature between 350° C to 150° C, ±0.15%.
- For temperature below 150° C, ±0.25%.

h) The accuracy of temperature transmitter with cold junction compensation for Thermocouple element shall be as follows;

- For temperature above 350° C, ±0.25%.
- For temperature between 150°C to 350°C, ±0.5%.
- For temperature between 120°C to 150°C, ±0.75%.
- For temperature below 120°C, ±1.0%.

2.2.1.13 When HART protocol is specified, the following features must be ensured;

a) It shall allow multi masters (minimum two, primary and secondary) for configuration, calibration, diagnostics and maintenance. The primary could be the control system or host computer and the secondary could be the hand-held communicator.
b) It shall be capable of implementing universal commands from either of these locations.
c) All HART transmitters shall be configurable for under current and over current.
d) All HART transmitters shall compliant to NAMUR NE 43 recommendations.

2.2.1.14 When Fieldbus is specified, transmitter shall meet the following requirements in addition to requirements specified in 2.2.1.13a & b;

a) All instruments must satisfy the requirements of the Fieldbus registration laboratory with applicable checkmark like Foundation Fieldbus, ProfibusNutZerorganisatione.v (PNO), or as specified in the purchaser's data sheets.

b) All instruments shall be polarity insensitive. Also, transmitter shall be LAS capable and provided with line plugging detection, whenever specified in data sheet.

c) All instruments shall have one no. of Analog Input (AI) block and One no. of Proportional, Integration and Differential (PID) control block, as a minimum.

d) All instruments must be interoperable and shall have valid interoperability test clearance like ITK latest version for Foundation Fieldbus or equivalent for Profibus PA, as applicable.

e) The Fieldbus instruments shall support peer to peer communication with two wire communication and bus power supply.

f) Fieldbus instruments shall have facility to detect plugged impulse lines, whenever specifically indicated in purchaser's data sheets.

g) The Fieldbus instruments in hazardous area shall be certified as per entity concept or shall be FISCO approved as per the requirements specified in the purchaser's specification.

h) All instruments shall support EDDL or FDT/DTM requirements, as specified in data sheets.

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i) Internal Software shall be configured by the vendor including the following information.

- Serial Number
- Device Tag (Tag Number)
- Process Description

j) All instruments shall be capable of supporting incremental Device Descriptor (DD) for extra functionality and/or software revisions in device memory.

k) Fieldbus based indicator shall be able to indicate all signals available in the Fieldbus segment, selectively.

2.3 Accessories

2.3.1 Field Universal Communicator:

2.3.1.1 Field communicator shall meet the following requirements:

a) Communicator shall be universal type and shall be compatible with all make and models of smart transmitters/positioners, with all engineering capability like calibration, diagnostics, configuration, inhibition of HART/Fieldbus signal, etc.

b) It shall be possible to connect the communicator at any of the following locations for purpose of digital communication;

i) Marshalling cabinet serving the transmitter, in safe area.
ii) Junction box serving the transmitter, in hazardous area.
iii) Directly at the transmitter, in hazardous area.

Plug-in type connections shall be provided with field communicator. Necessary interconnection accessories shall be supplied by the vendor.

c) Offered communicator shall be hand held, dust-proof, certified intrinsically safe and suitable for outdoor location. Carrying case shall be supplied with each communicator.

d) They shall be battery powered with replaceable and rechargeable batteries, suitable for recharging with 240 V AC, 50 Hz. In case vendor's standard design does not make use of rechargeable batteries, then vendor to provide 2 sets of spare batteries.

e) There should be no interruption on the output while communicating with the transmitter.

2.3.2 Remote Output Meter

2.3.2.1 Remote output meter shall be electronic with freely configurable LCD display. The display shall be as follows:

c) For Pressure, Differential Pressure, Flow & Temperature - Engineering Units
d) For Level – 100 % Linear

2.3.2.2 The indicator electronics shall be able to perform square root extraction for flow measurement.

2.3.2.3 This Fieldbus based field indicator shall be 2 wire segment powered and shall be able to indicate minimum of 8 signals available in the Fieldbus segment, selectively.

2.3.2.4 Offered indicators shall be certified intrinsically safe/FISCO, when used in hazardous area as specified in Data sheet.

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2.3.2.5 The performance of the transmitter shall not be affected by addition or removal or malfunction of remote output meter.

2.3.3 Valve Manifold

2.3.3.1 Wherever manifold has been specified as per data sheet, it shall be supplied fully assembled condition with the transmitter and the manifold material shall be same as the instrument wet part material specified in the data sheet.

2.3.4 Battery Charger

2.3.4.1 Battery charger shall be supplied with all necessary accessories and shall be universally type suitable for 110 to 240V ±10%, 50-60 Hz±3Hz, unless otherwise specified.

3.0 NAMEPLATE

3.1 Local mounted instruments shall have a stainless steel nameplate attached firmly to it at a visible place, furnishing the following information:

a) Tag number as per purchaser's data sheets.
b) Manufacturer's serial number and /or model number
c) Manufacturer's name/trade mark.
d) Body material.
e) Measuring element material.
f) Range of measurement.
g) Ingress Protection (IP) Class/Area classification in which the equipment can be used, this shall be to the same code as per purchaser's data sheets.
h) Dia. seal Flange rating & size (for Diaphragm seal transmitters)

4.0 INSPECTION AND TESTING

Purchaser reserves the right to inspect and witness testing at vendor's works as per Inspection Test Plan. All these tests shall be completed by the vendor and test reports shall be submitted to Purchaser for scrutiny.

5.0 SHIPPING

5.1 All threaded and flanged openings shall be suitably protected to prevent entry of foreign material.

5.2 Instruments shall be supplied individually, in suitably sealed packing.

5.3 All electronic instruments in oxygen and chlorine service shall be separately packed along with a certificate indicating 'CERTIFIED FOR OXYGEN / CHLORINE SERVICE', as applicable.

5.4 Loose supplied accessories (Companion flanges, spacer rings, stud-bolts, nuts and gaskets etc.) shall be packed with proper tag numbers of their respective instruments.

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Sr. No.	Piping Classes	Nut and Bolt Material
1	A1A, A2A, A5A, A6A, A7A, A8A, A9A, A10A, A11A, A13A, A14A, A15A, A19A, A20A, A32A, A33A, A1K, A6K, A1M, A1N, B1A, B2A, B5A, B6A, B9A, B13A, B18A, B19A, B32A, B1K, B6K, B18K, B1M, B3M, B5M, B1N, B6N, D1A, D2A, D5A, D18A, D1K, D18K, D18P, E1A, E2A, E5A, E5E, F5A	A-193 Gr. B7 A-194 Gr. 2H
2	A16A, B16A	A-193 Gr. B7M A-194 Gr. 2HM
3	A1B, A1D, A4F, A4G, B1B, B1D, B5D, B1E, B3F, B4F, B4G, D1B, D2B, D1D, D2D, D5D, D5E, F2D	A1-193 Gr. B16 A-194 GR. 4
4	A2K, B2K, D2K	A-320 Gr. B8 CL.2 A-194 Gr. 8
5	A4A, A1H, B4A, B1H, D4A, D1H	A-320 Gr. L7 A-194 Gr. 4
6	A3Y	A-307 Gr. B A-563 Gr. B
7	A3A, A3K, A3Y, A4Y, J3A	A-307 Gr. B A-563 Gr. B
8	A1Z, A4Z, A5Y, A5Z, J2A, J5A	A-307 Gr. B (Galv) A-563 Gr. B (Galv)
9	B4K, B5K	A-193 Gr. B8 M C11 A-194 Gr. 8 MA
10	A32Y	A-193 Gr. B (Galv) A-194 Gr. 2H (Galv)
11	B3M, B4K, B5K, B5M	A-453 Gr. 660 CL.A A-453 Gr. 660 CL.A

Note : Bolts & Nuts material mentioned above is applicable for loose supply of nuts/bolts.

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Sr. No.	Piping Classes	Gasket Material
1	A1A, A6A, A9A, AIOA, Al IA, AI3A, A14A,, A19A, A1B, AID, A1H, AIK, AIM, A4A, A4F, A4G, B1A, BIH, B2A, B4A, B6A, B9A, BI3A, B18A, BOA, B32A, 1318K, DIA, D2A, DIH, DIK, D4A, D18A, DI8K, D18P	SP.WND SS316+GRAFIL+ I RING
2	B5M	SP WND SS316H+ GRAFIL + I RING
3	A2K, B2K, D2K	SP WND SS 316+GRAFIL+SS 316 I/O RING
4	B1N	SP WND SS 316L+GRAFIL + I RING
5	B6N	SP WND SS 316L + GRAFIL
6	A1Z, A3Y, A4Y, A4Z, J2A	BUTYL RUBBER
7	E1A, E2A, E5A, F5A	SOFT IRON
8	E5E, F2D	5% CR, 0.5% MO
9	B4K, B5K	SS 316H+GRAFIL+I RING SS 316 O RING
10	A5Z	BS 7531 GR X (PTFE JACKETED)
11	A5Y, A8A, A15A, A32Y, A33Y	IS 2712 Gr. A/1
12	B3M	SP WND SS 321+GRAFIL+I RING
13	A1N, A6K, A16A, B16A	SP.WND SS3I6L+GRAFIL+ I RING
14	A3A, A3K, A33A, J3A, J5A, A32A, A20A	NON-ASBESTOS BS 7531 GR X
15	A2A	SP.WND SS3I6L+GRAFIL+ I RING
16	B5A, D5A	SP.WND SS3I6L+GRAFIL+ I RING
17	A7A, B1B, B1D, B1E, B1K, B3F, B4F, B4G, B5D, D1B, D1K, D2B, D1D, D2D, D5D, D5E	SP WND SS 316 + GRAFIL + I RING
18	B6K, B1M	SS 316 + GRAFIL

Note: Gasket material mentioned above is applicable for loose supply of gasket.

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Basic Function Blocks

☐	Analog Input(AI)	_____ No.	
	_____	Execution Time(msec)	
☐	Descrite Input(DI)	_____ No.	
	_____	Execution Time(msec)	
☐	Bias(B)	_____ No.	
	_____	Execution Time(msec)	
☐	Manual Loader(ML)	_____ No.	
	_____	Execution Time(msec)	
☐	PID	_____ No.	
	_____	Execution Time(msec)	
☐	Analog Output(AO)	_____ No.	
	_____	Execution Time(msec)	
☐	Descrite Output(DO)	_____ No.	
	_____	Execution Time(msec)	
☐	Control Selector(CS)	_____ No.	
	_____	Execution Time(msec)	
☐	Proportional/Derivative	(PD) _____ No.	
	_____	Execution Time(msec)	
☐	Ratio(R) _____	Execution Time(msec)	
	Advance Function Blocks		
☐	Pulse Input(PI) _____	Execution Time(msec)	
☐	Complex Descrete o/p	(CDO)	
	_____	Execution Time(msec)	
☐	Device Control(DC)		
	_____	Execution Time(msec)	
☐	Integrator (I) _____	Execution Time(msec)	
☐	Analog human Interface	(AHI)	
	_____	Execution Time(msec)	
☐	Input Selector(IS)		
	_____	Execution Time(msec)	
☐	Lead Lag Controller(LL)		
	_____	Execution Time(msec)	
☐	Signal Splitter(SS)		
	_____	Execution Time(msec)	
☐	Timer(T) _____	Execution Time(msec)	

☐	Arithmetic(A) _____	Execution Time(msec)	
☐	Digital Alarm(DA) _____	Execution Time(msec)	
☐	Calculate(C) _____	Execution Time(msec)	
☐	Analog Alarm(AA) _____	Execution Time(msec)	
☐	Dead Time(D) _____	Execution Time(msec)	
☐	Complex Analog o/p(CAO) _____	Execution Time(msec)	
☐	Step o/p PID(SOPID) _____	Execution Time(msec)	
☐	Set Pt Ramp generator _____	Execution Time(msec)	
☐	Signal Characterizer(SC) _____	Execution Time(msec)	
☐	Digital Human Interface	(DHI)	
	_____	Execution Time(msec)	

Device :

Segment # :

Note: Vendor to Fill up Data for all available Function Blocks

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Sl.No	Make (Vendor Name)	Model no	Device ID	Device Tag	Node Address	Device Type	Device Class	Device Revision	DD Revision	CFF Revision	PID function required (yes/no)	FF transducer HI	FF transducer LO	FF transducer Unit	L- Type
1				11FT1502	0x16	0x000C	Link Master	0x03	0x01	0x02	no	2500	0	mmWC	Indirect Sq.root
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															

Note : Node Address data will be available after finalization of segment loading and same will be uploaded in devices at site.

Device Type :- Manufacturer's model number associated with the resource - used by interface devices to locate the OO file for the resource

Device Revision :- Manufacturer revision number associated with the resource - used by an interface device to locate the DD file for the resource

DD Revision :- Revision of the OO associated with the resource - used by an interface device to locate the OO file for reference.

L-Type :- Determines if the values passed by the transducer block to the AI block may be used directly **(Direct)** or if the value is in different units and must be converted linearly **(Indirect)** , or with square root **(IND Sqr Root)**, using the input range defined by the transducer and the associated output range.

Transducer HI,LO Scale & Unit :- The high and low scale, engineering units code, and the number of digits to the right of the decimal point used with the value obtained from the transducer for a specified channel

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इलेक्ट्रानिक उपकरणों के लिए निरीक्षण व परीक्षण योजना

INSPECTION AND TEST PLAN FOR ELECTRONIC INSTRUMENTS

Rev. No.	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
4	22.05.20	Revised and Reissued	NP	RS	RKS	SKS
3	21.11.13	Revised and Reissued	MJ	RS	SCG	SC
2	22.03.12	Revised and Reissued	MJ	GS	AKC	DM
1	02.01.08	Revised and Re-issued	SA	CRM	MVKK	VC
0	03.03.03	Issued for implementation	RG	AKC	AKB	GRR

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Abbreviations

AS	:	Alloy Steel
ATEX	:	Atmosphère Explosibles
BIS	:	Bureau of India Standards
BASEEFA	:	British Approval Service for Electrical Equipment in Flammable Atmospheres
CEIL	:	Certification Engineers International Limited
CSA	:	Canadian Standards Association
DGMS	:	Directorate General of Mines Safety
DP/DPT	:	Dye Penetrant Testing
EPC	:	Engineering Procurement Construction
ERTL	:	Electronics Regional Test Laboratory
FF	:	Fieldbus Foundation
FISCO	:	Fieldbus Intrinsically Safe Concept
FM	:	Factory Mutual
FAT	:	Factory Acceptance Test
HART	:	Highway Addressable Remote Transducer
IEC	:	International Electrotechnical Commission
IP	:	Ingress Protection
IRN	:	Inspection Release Note
IS	:	Intrinsic Safety
IT	:	Information Technology
ITP	:	Inspection and Test Plan
Lab.	:	Third Party Laboratory
LCIE	:	Laboratorie Central Des Industries Electriques
LPT	:	Liquid Penetrant Testing
Mfr	:	Manufacturer
MTC	:	Material Test Certificates
MOC	:	Material of Construction
NAMUR	:	Normenarbeitsgemeinschaft für Mess- und Regeltechnik in der Chemischen Industrie
NDT	:	Non Destructive Testing
NEMA	:	National Electrical Manufacturers Association
No.	:	Number
PESO	:	Petroleum and Explosives Safety Organisation
PMI	:	Positive Material Identification
PO	:	Purchase Order
PQR	:	Procedure Qualification Record
PR	:	Purchase Requisition
PTB	:	Physikalisch-Technische Bundesanstalt
PWHT	:	Post Weld Heat Treatment
QC	:	Quality Control
RT	:	Radiography Test
SIL	:	Safety Integrity Level
SS	:	Stainless Steel
TC	:	Test Certificate
TPI or TPIA	:	Third Party Inspection Agency
UL	:	Underwriter's Laboratories
VDR	:	Vendor Data Requirement
WPS	:	Welding Procedure Specification
WPQ	:	Welders Performance Qualification

Inspection Standards Committee

Convenor : Mr. R.K. Singh

Members :

Mr. Rajesh Sinha	Mr. Himangshu Pal	Mr. Chandrashekhar
Mr. R. Muthuramalingam	Mr. Avdhesh Agrawal	Mr. Mahendra Mittal
Mr. Arupjyoti Saikia(Engg.)		

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1.0 SCOPE

This Inspection and Test Plan covers the minimum inspection and testing requirements of following types of Electronic Instruments.

2.0 REFERENCE DOCUMENTS

PO/PR / Standards referred there in /Job specifications / Approved documents.

3.0 INSPECTION AND TEST REQUIREMENTS

SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
1.0	**Procedures**						
1.1	WPS/PQR/WPQ	Welding procedure Qualification for Welding	100%	WPS PQR WPQ	--	H	W (New) R (Existing)
2.0	**Material Inspection**						
2.1	Incoming Material like : Sensors, Housings, Flanges, Pipe, Spacer Ring, Valve Manifolds etc.	Mechanical/Chemical properties, Heat Treatment as applicable.	100%	MTC/ Mfr's TC	H	H	R
3.0	**In process Inspection**						
3.1	Welding: For Extended Diaphragm and Remote or Chemical seal Type Instruments.	DP/DPT/LPT on Welds	100%	Supplier's Test Certificates	H	H	R
3.2	Instrument assembly	As per internal setup procedure by the manufacturer.	100%	Supplier's Test Records	-	H	-

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SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
4.0	**Final Inspection**						
4.1	Final Inspection on assembled Instruments	• Visual Check • Components and Accessories Verification. • Dimensional verification. • Field bus registration Check Mark • Over-range/ Static Pressure protection check (as applicable) • Vacuum test on Transmitters required for Vacuum service. • Calibration Check of Instruments. • Load Driving Capability(4-20mA and HART Instruments). • Power supply variation check. • Communication, Configuration & Diagnostics check with Hand Held Configurator or Hart/Fieldbus specified –(on representative sample) • Remote Output Meter: Visual & Configuration of Meter Display. • Field Universal Communicator : Visual & Accessories Verification	100%	Supplier's Test Records / Inspection Witness Record	-	H	RW (Note-4)
4.2	For Integral Orifice / Meter run assembly	The requirements shall be as per Engineers India Ltd's Standard ITP ref. 6-81-2004 shall be followed.	--	--	-	-	-

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SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
4.3	Wireless Network Systems (Including Transmitters, signal repeaters, signal Boosters , gateway etc. and other IT hardware) .	Inspection shall be done with a FAT procedure prepared & submitted by the supplier and approved by concerned authorities.	100%	FAT report	-	H	H
4.4	Submission of certificates / Documents	• <u>For Electrically Hazardous Area :</u> a. Indigenous Items: Certificate from CIMFR/ Karandikar Lab. / ERTL and valid BIS License & corresponding valid PESO Certificate for the requisite Hazardous Area Classification b. Imported items: Certificates from testing agency like LCIE, BASEEFA, FM , UL, PTB, CSA etc. for compliance to ATEX or equivalent recognized standards & corresponding Valid PESO Certificate for the requisite Hazardous Area Classification c. For projects related to mining, approval from DGMS-India required. • Certification for Fieldbus Transmitters for IS/FISCO as per PR • Degree of protection certificate for instrument housing. • Certificate for electromagnetic compatibility and transient protection as per IEC 61000-4 • SIL certification, if applicable • O/P updating frequency and Response time for the transmitter (on 1 unit/model)	sample	Statutory Approval Certificates / Type Test Reports	-	H	R

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SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
		• Compliance to NAMUR NE 43 as applicable • Interoperability certification for the Fieldbus/Profibus Instruments, as applicable					
5.0	**Painting**						
5.1	Painting	• Special cleaning and packing for oxygen and chlorine services	100%	Packing list / Supplier's Records	-	H	-
6.0	**Documentation**						
6.1	Documentation and IC/IRN	• Review of Internal Test Reports, MTC • Device Description files • Issuance of IC/IRN	100%	Supplier's Test Records / IC/IRN	-	H	H
6.2	Final Document submission (if applicable)	Compilation of Inspection reports ,drawings, etc as per VDR / PR	100%	Final data folder / Completeness certificate	-	H	H

Legends: H- Hold (Do not proceed without approval), R-Documents Review, RW-Random witness (As specified or 10 % - Samples must include minimum 1No. of each type), W- Witness (Give due notice, work may proceed after scheduled date).

NOTES :-

1. This document describes the generic test requirements. Any additional test or inspection scope if specified in contract documents shall also be applicable. (Unless otherwise agreed upon).
2. Acceptance Norms for all the activities shall be as per PO/PR/ Standards referred there in/ Job specifications /Approved documents.
3. For EPC jobs, Scope of Inspection shall be under TPIA only , unless specified otherwise.
4. Wherever special type Fasteners(such as Long Studs & Nuts) are specified/required for process connection as per PR- Visual check on all fasteners shall be witnessed during Final Inspection.

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आपूर्तिकर्ताओं से प्रलेखन अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM SUPPLIERS

Rev. No.	Date	Purpose	Prepared by	Checked by	Standards Committee Convener	Standards Bureau Chairman
					Approved by	
3	29-09-2025	General Revision	QMS Standards Committee	QMS Standards Committee	AK	MN
2	01-06-2020	General Revision	QMS Standards Committee	QMS Standards Committee	SKB	SKS
1	12-03-2015	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04-06-2009	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND

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Abbreviations:

DCI	Document Control Index
EIL	Engineers India Limited
EPS	Electronic Procurement System
FOA	Fax of Acceptance
IC	Inspection Certificate
IRN	Inspection Release Note
ITP	Inspection and Test Plan
LOA	Letter of Acceptance
LR	Lorry Receipt
MR	Material Requisition
ODC	Over Dimension Consignment
PO	Purchase Order
PR	Purchase Requisition
PVC	Polyvinyl Chloride
QAP	Quality Assurance Plan
QMS	Quality Management System
RPO	Regional Procurement Office
TPIA	Third Party Inspection Agency
URL	Universal Resource Locator
V-Portal	Vendor Portal

QMS Standards Committee

Convener: Mr. Anil Kumar

Members:
Mr. Himangshu Pal (SCM-Inspection)
Mr. Ravindra Kumar (Const.)
Mr. Vinod Kumar (CQA)
Mr. Swapnil Vaishnav (Projects)
Mr.Vijay Kumar Garg (SCM)
Mr.Raju Kumar Pandey (Equipment Division)

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3.0	REFERENCE DOCUMENTS	4
4.0	DOCUMENTATION REQUIREMENTS	4

Annexures:

S. No.	Title	Doc. No.
1.	Format for completeness of Final Documentation	Format No. 3-78-0004

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1.0 SCOPE

This specification establishes the Documentation Requirements from Suppliers.

All documents/data against the PO / PR / MR shall be developed and submitted to EIL/Owner by the suppliers for review / records, in line with this specification.

2.0 DEFINITIONS

2.1 Supplier

For the purpose of this specification, the word "SUPPLIER" means the person(s), firm, company or organization who has entered into a contract with EIL / Owner for delivery of some products and/orservices.The word is considered synonymous to bidder, contractor or vendor.

2.2 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

- Specification for Quality Management System Requirements from Bidders (Doc. No. 6-78-0001)

4.0 DOCUMENTATION REQUIREMENTS

4.1 Order Acknowledgement and Assigning Project Manager

After placement of order, Supplier shall acknowledge order through V-Portal within 7 days of receipt of FOA/PO. Supplier shall assign a Project Manager for that order though online portal and provide requisite details. Project Manager details shall include e-mail address, mailing address, mobile/telephone nos., fax nos. and name of Project Manager. All the system generated emails pertaining to that order shall be sent to the assigned Project Manager.

4.2 Documents/Data to be submitted by the Supplier

4.2.1 The Supplier shall submit the documents and data against the PO/PR/MR as per the list given in respectivePO/PR/MR.

4.2.2 Review of the supplier drawings/ documents by EIL would be only to review the compatibility with basic designs and concepts and in no way absolve the supplier of his responsibility/contractual obligation to comply with PR requirements, applicable codes, specifications and statutory rules/regulations.Any error/deficiency noticed during any stage of manufacturing/execution/inspection/ installation shall be promptly corrected by the supplier without any time and cost implications, irrespective ofcomments on the same were received from EIL during the drawing review stage or not.

4.2.3 Unless otherwise specified, submission of documents for Review/Records shall commence as follows from the date of Fax of Intent /Letter of Intent/ Fax of Acceptance (FOA)/ Letter of Acceptance (LOA):

QMS	-	1week
Document Control Index	-	2weeks
Other Documents/Drawings	-	As per approved Document Control Index

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4.2.4 Documents as specified in PO/PR/MR are minimum requirements.Supplier shall submit any other document/data required for completion of the job as per EIL/Owner instructions.

4.3 Style and Formatting

4.3.1 All Documents shall be in ENGLISH language and in M.K.S(Meter-Kilogram-Second) System of units.

4.3.2 Before forwarding the drawings and documents, contractor shallobtain the title block from EIL and ensure that the following information are properly mentioned in each drawing:

- Purchase Requisition Number
- Name of Equipment / Package
- Equipment / Package Tag No.
- Name of Project
- Client
- Drawing / Document Title
- Drawing / Document No.
- Drawing / Document Revision No. and Date

4.4 Review and Approval of Documents by Supplier

4.4.1 All, the Drawing/Documents shall be reviewed, checked, approved and duly signed/stamped by supplier before submission.Revision number shall be changed during submission of the revised supplier documents and all revisions shall be highlighted by clouds. Whenever the supplierrequires any sub-supplier drawings to be reviewed by EIL, the same shall be submitted by the supplier duly reviewed, approved and stamped by the supplier.Direct submission of sub-supplier's drawings without contractor's / suppliers' approval shall not be entertained.

4.5 Document Category

Following review codes shall be used for review of supplier Drawings/Documents:

Code 1 - No comments. Proceed with Manufacture / Fabrication / Construction as per the document.

Code 2 - Proceed with Manufacture / Fabrication / Construction as per commented document. Revised document required.

Code 3 - Document does not conform to basic requirements as marked.Resubmitfor review.

Code R - Document is retained for Records. Proceed with Manufacturing / fabrication as per Tender/ ContractRequirement.

Code V - Void, Document is returned as invalid.

Document is marked as Void under following conditions:

a) Wrong item drawing uploaded.
b) Superseded or obsolete submission.
c) Duplicate submission.
d) Out of sequence submission.
e) Mismatch in document name and title under which document uploaded.
f) Document not legible.
g) For PMC projects, document not signed and stamped by contractor and DEC

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4.6 Methodology for Submission of Documents to EIL/Owner

4.6.1 Document Control Index (DCI)

Supplier shall create and submit Document Control Index (DCI) forreview based on PO/PR/MR along with schedule date of submission of each drawing/document on EIL Vendor Portal.The DCI shall be specific with regard to drawing/document no. and the exact title. Proper sequencing of the drawings/documents should be ensured in schedule date of submission.

4.6.2 Submission of Drawings/Documents / Data

Drawings/documents, data and DCI shall be uploaded on the EIL Vendor Portal as per approved DCI. The detailed guidelines for uploading documents on EIL VendorPortal are available on URL:**http://edocx.eil.co.in/vportal**

4.6.3 Statutory Approvals

Wherever approval by any statutory body is required to be taken by Supplier, the Supplier shall submit copy of approval by the authority to EIL.

4.6.4 Manufacturing Schedule

Supplier shall prepare milestone based(milestones such as document submission, sub ordering, manufacturing, Inspection, dispatches, etc.) manufacturing schedule for the order, to meet delivery as per FOA/PO terms. Supplier shall submit manufacturing schedule to concerned Regional Procurement Office (RPO) of EIL, with a copy to Head office monitoring team/Owner for review within 7 days from date of FOA/PO.Same shall be uploaded in the EPS portal of EILi.e.,https://www6.eil.co.in/epsinspection/supp

4.6.5 Schedule and Progress Reporting

Supplier shall submit Monthly Progress Report(MPR) on or before the 9th of every monthindicating following milestone-based progress details as minimum:

- Drawing submission and approval status and schedule for submission of revised drawing / fresh Drawing requiring approval as per approved DCI
- Sub-ordering plan/details for all major items indicating item description, sub-order number, Date of sub-ordering, sub-vendor name, Location, contractual delivery data and expected delivery dates at main vendor's shop and other critical details requiring timely receipt of sub-ordered items at shop.
- Shop manufacturing progress indicating major milestone progress, in case of missing any milestone date, catch up plan for the same and expected dispatch date from shop and expected delivery date at site.
- Area requiring special attention/concern and proposed action plan to resolve the same.

First Monthly Progress Report (MPR) shall be submitted within2 weeks from FOA/LOA.In case of exigencies, EIL/Owner can ask for report submission as required on weekly/fortnightly/ad-hoc basis depending upon supply status and supplier shall furnish such reports promptly without any price implication.Format for progress report shall be submitted by the Supplier during kick off meeting or within 2 weeks of receiving FOA/LOA, whichever is earlier.

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4.7 Inspection and Testing

4.7.1 Quality Assurance Plan/Inspection and Test Plan

If Inspection and test plans (ITP)are attached with MR/PR same shall be followed along with additional tests requirement (if any) mentioned in MR/ PR. However for cases wherein EIL Standard ITPs not available/ have not been attached with MR/PR, Supplier shall submit within one week of receiving FOA/LOA, the Quality Assurance Plan for inspection & testing at various stages of production, quality control records for critical bought out items/ materials and site assembly & testing as may be applicable to the specific order and obtain approval from concerned Regional procurement Office of EIL/third party inspection agency, as applicable.

For Package equipment contracts, the supplier shall prepare a list of items/ equipment and their inspection categorization plan for all items included in the scope of supply immediately after receipt of order and obtains approval for the same from EIL. The items shall be categorized into different categories depending upon their criticality for the scope of inspection of TPIA and/or EIL.

4.7.2 Inspection Requirements:

Supplier shall perform internal inspection as per ITP/ approved QAP at their works based on approved documents/drawings. Upon satisfactory internal inspection, supplier shall raise inspection call through Inspection call Module of EPS (https://www6.eil.co.in/epsinspection) to concerned Regional Procurement Office (RPO) of EIL/ TPIA/ Owner with advance notice as per contractalong with Internal test reports. Where inspection is not in the scope of EIL and is carried out by nominated Third Party Inspection agency (TPIA), Inspection Release Note (IRN) issued by the nominated TPIA along with Manufacturer's Test Certificate (MTC) shall be uploaded in EIL EPS Portal (https://www6.eil.co.in/epsinspection).

All changes w.r.t. PR shall be recorded through agreed variations or Concessions & Deviations. Conflict, if any, between PR / Job specifications and approved drawings, shall be brought to the notice of EIL / owner bythe supplier/ contractor. Decision of EIL / owner will be binding on the supplier and to be complied without time and cost implications.

Identified bought out items/ raw material shall be procured under TPIA as per ITP.

4.7.3 Inspection Release Note (IRN)/ Inspection Certificate (IC)

IRN/ IC shall be issued by EIL Inspector/ third party inspection agency on successful inspection, review of test reports/ certificates as per specifications &ITP/ agreed quality plan (as applicable) and only after all the drawings/documents as per DCI are submitted and are accepted under review code-1or code R. Supplier shall ensure that necessary documents/manufacturing and test certificates are made available to EIL/TPIA as and when desired.

Note 1: Non fulfilling above requirement shall result into appropriate penalty or with- holding of payment as per conditions of PO/PR/MR.

Note 2: For items where IRN/IC is issued by TPIA, supplier to ensure that following as a minimum must be mentioned by TPIA in IRN/IC:

a) PR document number
b) List of drawings/documents with EIL approval code
c) Tests witnessed, documents reviewed

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d) Compliance statement by TPIA that product meets the requirement as specified in EIL PR, standard specifications, Inspection Test Plan/QAP and approved documents.

4.8 Transportation Plan

Transportation Plan for Over Dimensional Consignments (ODC), if any, shall be submitted within 2 weeks of receiving FOA/LOA, for approval. Unless otherwise specified, consignments with parameters greater than following shall be considered as over dimensional.

Dimensions : 4 meters width x 4 meters height x 20 meters length

Weight : 32 MT (Metric Ton)

Dimensions and weight provided above are inclusive of all nozzles, attachments, transportation saddles etc.

Physical Rout survey for ODC movement shall be submitted to EIL within 8 weeks of receiving FOA / LOA.

4.9 Dispatch Details

Upon receipt of IRN/IC from EIL inspector/TPIA, supplier shall dispatch items within 2 days. Item wise dispatch details shall be uploaded in EIL's EPS module within 24 hours of any item dispatched from shop, indicating PR item no, Quantity dispatched, Transporter's name, LR Number/ LR date.

4.10 Vendorshall ensure timely uploading of Manufacturing Schedule, Monthly Progress Report,Inspection Certificate (IRN)issued by the TPIA (as applicable for PO where Inspection is under nominated Third Party Inspection Agency)and updation ofitem wise dispatch details in EPS portal of EIL (https://www6.eil.co.in/epsinspection).

4.11 Final Documentation

4.11.1 Supplier shall prepare final documents in line with VDR(Vendor Document Requirements) attached with PR/Tender. A copy of final document along with filled in Format for Completeness of Final Documentation (Format No. 3-78-0004) to be submitted to EIL Inspector/TPIA for review & approval within 2 weeks from dispatch. Upon receipt of EIL/TPIA endorsement on Completeness of Final Documents, supplier shall submit soft/hard copies of Final documents to EIL/Owner in requisite quantity as per PO/PR details, along with covering letter. A copy of covering letter to be submitted to the concerned Regional Procurement Office (RPO) of EIL/Owner.

4.11.2 As Built Drawings

Minor Shop changes made by Supplier after approval of drawings under 'Code 1' by EIL and deviations granted through online system, if any, shall be marked in hard copies of drawings which shall then be stamped 'As-built' by the supplier.These 'As-built' drawings shall be reviewed and stamped by EIL Inspector/TPIA.Supplier shall prepare scanned images files of all marked – up 'As – built' drawings. Simultaneously Supplier shall incorporate the shop changes in the native soft files of the drawings also.

4.11.3 Packing/Presentation of Final Documents

Final Documents shall be legible photocopies in A4, A3 size only.Drawings will be inserted in plastic pockets (both sides transparent, sheet thickness minimum 0.1 mm) with an extra strip of 12 mm wide for punching so that drawings are well placed.

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Final Documentation shall be bound in Hard board Plastic folder(s) of size 265 mm x 315 mm (10½-inch x 12½-inch) and shall not be more that 75 mm thick. It may be of several volumes and each volume shall have a volume number, index of volumes and index of contents of that particular volume.Where number of volumes are more, 90mm thickness can be used.Each volume shall have top PVC sheet of minimum 0.15 mm thick duly fixed and pressed on folder cover and will have 2 lever clips.In case of imported items documents, 4 lever clip shall also be accepted.All four corners of folders shall be properly metal clamped.Indexing of contents with page numbering must be incorporated by supplier.Spiral/Spico bound documents shall not be acceptable.As mentioned above, books should be in hard board plastic folders with sheets punched and having 2/4 lever clips arrangement.

Each volume shall contain on cover a Title Block indicating package Equipment Tag No. & Name, PO/Purchase Requisition No., Name of Project and Name of Customer.Each volume will have hard front cover and a reinforced spine to fit thickness of book.These spines will also have the title printed on them.Title shall include also volume number (say 11 of 15) etc.

4.11.4 Submission of Soft Copies

Supplier shall submit to EIL, the scanned images files as well as the native files of drawings/documents, along with proper index.

In addition to hard copies, Supplier shall submit soft copies of all the final drawings and documents in pen drive or any other specified medium with proper identification tag, all text documents prepared on computer, scanned images of all important documents (not available as soft files), all relevant catalogues, manuals available as soft files (editable copies of drawings/text documents, while for catalogues/manuals/proprietary information and data, PDF files can be furnished). All soft files shall be appropriately named, systematically indexed, and duly bookmarked in PDF format to facilitate ease of reference and access.

All the above documents shall also be uploaded on the EILVendor Portal and if applicable on Client Server also.

4.11.5 Completeness of Final Documentation

Supplier shall get the completeness of final documentation verified by EIL/TPIA,as applicable, and attach the Format for Completeness of Final Documentation (Format No. 3-78-0004) duly signed by EIL Inspector or TPIA as applicable to the final document folder.

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COMPLETENESS OF FINAL DOCUMENTATION

Name of Supplier/Contractor	:	
Customer	:	
Project	:	
EIL's Job No.	:	
Purchase Order No./ Contract No.	:	
Purchase Requisition No./ Tender No.	:	Rev. No.:
Name of the Work/ Equipment	:	
Tag. No.	:	
Supplier's/ Contractor's Works Order No.	:	

Certified that the Engineering Documents/ Manufacturing & Test Certificates submitted by the supplier (as per Index sheet mentioned in Annexure-1) are complete in accordance with the Vendor Data Requirements of Purchase Requisition / Tender.

Signature	: ……	Signature	: ……
Date	: ……	Date	: ……
Name	: ……..	Name	: ……..
Designation	: ……	Designation	: ……
Department	: ……	Department	: ……
	Supplier/Contractor		EIL/TPIA

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Annexure-1

Final Documentation Index Sheet			
PR/PO/Tender No.		Revision No.	
Serial No.	Document Title	Page/ Folder No.	No. of Pages

Signature	: ……	Signature	: ……
Date	: ……	Date	: ……
Name	: ……..	Name	: ……..
Designation	: ……	Designation	: ……
Department	: ……	Department	: ……

Supplier / Contractor

EIL / TPIA

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बोलीकर्ता / आपूर्तिकर्ताओं / ठेकेदारों से गुणवत्ता प्रबंधन प्रणाली अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM REQUIREMENTS FROM BIDDERS / SUPPLIERS / CONTRACTORS

Rev. No.	Date	Purpose	Prepared by	Checked by	Approved by: Standards Committee Convener	Approved by: Standards Bureau Chairman
3	29-09-2025	General Revision	QMS Standards Committee	QMS Standards Committee	AK	MN
2	12-06-2020	General Revision	QMS Standards Committee	QMS Standards Committee	SKB	SKS
1	12-03-2015	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04-06-2009	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND

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Abbreviations:

EIL	Engineers India Limited
ISO	International Organization for Standardization
MR	Material Requisition
PO	Purchase Order
PR	Purchase Requisition
QMS	Quality Management System

QMS Standards Committee

Convener: Mr. Anil Kumar

Members: Mr. Himangshu Pal (SCM-Inspection)
Mr. Ravindra Kumar (Const.)
Mr. Vinod Kumar (CQA)
Mr. Swapnil Vaishnav (Projects)
Mr.Vijay Kumar Garg (SCM)
Mr.Raju Kumar Pandey (Equipment Division)

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1.0 SCOPE

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

- QMS requirements to be met by suppliers/contractors after award of work/duringcontract execution.

2.0 DEFINITIONS

2.1 Bidder

For the purpose of this specification, the word "BIDDER" means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service).The word "Bidder" is considered synonymous to supplier, contractor or vendor.

2.2 Project Quality Plan (PQP)

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

2.3 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

- Specification for Documentation Requirements from Contractors (Doc. No. 6-78-0002)
- Specification for Documentation Requirements from Suppliers (Doc. No. 6-78-0003)

4.0 QUALITY MANAGEMENT SYSTEM – GENERAL

Unless otherwise agreed with EIL / Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 "Quality Management Systems – Requirements."Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a certification agency.The quality system shall provide the planned and systematic control of all quality related activities for execution of contract.Implementation of the system shall be in accordance with BIDDER'S Quality Manual and PROJECT specific Quality Plan.

5.0 QUALITY SYSTEM REQUIREMENTS

5.1 BIDDER shall prepare and submit for review / record, Project Quality Plan / Quality Assurance Plan for contracted scope / job.The BIDDER'S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER'S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area.The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production/manufacturing, preservation, packaging and storage, quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

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5.2 BIDDER shall identify all specified or implied statutory and regulatory requirements and communicate the same to all concerned in his organization and his sub contractor's organization for compliance.

5.3 BIDDER shall deploy competent and trained personnel for various activities for fulfilment of PO / contract.BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.

5.4 BIDDER shall do the quality planning for all activities involved in delivery of order.The quality planning shall cover as minimum the following:

- Resources
- Product / deliverable characteristics to be controlled.
- Process characteristics to ensure the identified product characteristics are realized
- Identification of any measurement requirements, acceptance criteria
- Records to be generated
- Need for any documented procedure

The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to EIL/Owner for review/approval, before commencement of work.

5.5 Requirements for sub-ordering of outsourced items /sub-contracting / purchasing of services specified in MR/ contract / tender shall be adhered to. In general all outsourced items will be from approved vendors of EIL. Wherever requirements are not specified, or approved sub vendors do not exist, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements in concurrence with EIL / Owner.Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.

5.6 BIDDER shall plan and carry production and service provision under controlled conditions.Controlled conditions shall include, as applicable

a) the availability of information that describes the characteristics of the product
b) the availability of work instructions
c) the use of suitable equipment
d) the availability and use of monitoring and measuring devices
e) the implementation of monitoring and measurement
f) the implementation of release, delivery and post-delivery activities

5.7 BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.

5.8 BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization.Product status with respect to inspection and testing requirements shall be identified.

5.9 BIDDER shall identify, verify, protect and safeguard EIL / Owner property (material / document) provided for use or incorporation into the product.If any Owner / EIL property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the EIL / Owner.

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BIDDER shall ensure the conformity of product / deliverable during internal processing and delivery to the intended destination.Requirements mentioned in the MR/ tender shall be adhered to.

5.10 BIDDER shall establish system to ensure that inspection and testing activities are carried out in line with requirements.Where necessary, measuring equipment shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded.The measuring equipment shall be protected from damage during handling, maintenance and storage.

5.11 BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.

5.12 BIDDER shall monitor and measure the characteristics of the product/deliverable to verify that product requirement has been met.The inspection (stage as well as final) by BIDDER and EIL / Owner personnel shall be carried out strictly as per the approved ITPs or ITPs forming part of the contract.Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner / EIL.

5.13 BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery

5.14 All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably.Effective corrective actions shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur.The BIDDER shall take appropriate actions to address the Risks and Opportunities in the project.

5.15 All deficiencies noticed and reported by EIL / Owner shall be analysed by the BIDDER and appropriate corrective actions shall be implemented.BIDDER shall intimate EIL / Owner of all such corrective action implemented by him.

5.16 BIDDER should follow the standards, specifications and approved drawings. Concessions/Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession/deviation request must be made by the BIDDER through online system of EIL vendor portal for document exchange. URL of EIL vendor portal for document exchange is http://edocx.eil.co.in/vportal. BIDDER shall have documented procedure for control of documents.

5.17 All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to EIL / Owner as per contract requirement (Refer Specification Nos. 6-78-0002 - Specification for Documentation Requirements from Contractors and 6-78-0003 - Specification for Documentation Requirements from Suppliers), or disposed as per relevant project procedure.

6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit program shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body surveillance audits carried out under BIDDER'S own ISO 9001 certification scheme.

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The audit programs and audit reports shall be available with bidder for scrutiny by EIL / Owner.EIL or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above, EIL, Owner and third party appointed by EIL/Owner may also perform Quality and Technical compliance audits.BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required for this purpose.Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 DOCUMENTATION REQUIREMENTS

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record / review by EIL / Owner/ TPIA(Third Party Inspection Agency), as applicable:

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan/Quality Assurance Plan
- Job specific Inspection Test Plans, if not attached with PR
- Job Procedures
- Inspection/Test Formats

In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to EIL / Owner on demand at any point of time during execution of the project:

- Quality Manual
- Certificate of approval for compliance to ISO9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers
- Project QMS audit report
- Technical audit reports for the project
- Corrective action report on the audits

Documents as specified above are minimum requirements. BIDDER shall submit any other document/data required for completion of the job as per EIL/Owner instructions.

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पेट्रोलियम रिफाइनरी वातावरण में सॉर सर्विस में इस्तेमाल होने वाले कार्बन स्टील अवयवों हेतु सामग्री अपेक्षा

MATERIAL REQUIREMENTS FOR CARBON STEEL COMPONENTS USED IN SOUR SERVICE IN PETROLEUM REFINERY ENVIRONMENTS

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
2	05 07.19	REAFFIRMED AND RE-ISSUED	SM	DD	SG	RKT
1	07 10.11	REVISED & ISSUED AS STANDARD SPECIFICATION	AR	SG	PPL	DM
0	07 10 04	REVISED & ISSUED AS STANDARD SPECIFICATION	GM	VRK	KKM	SKG

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Abbreviations:

ANSI	:	American National Standards Institute
API	:	American Petroleum Institute
ASME	:	American Society of Mechanical Engineers
ASTM	:	American Society for Testing and Materials
ISO	:	International Organization for Standardization
NACE	:	National Association of Corrosion Engineers

Materials & Coating Standards Committee:

Convener : Mr. S.Ghosal

Members :
Mr. Deepak Gupta (Projects)
Mr. M. Ismaeel (Piping)
Mr. K.J Harinarayan (SME)
Mr. D.C.Brahma (Structure)
Mr. R. Muthu Ramalingam (SCM)
Mr. Divyajyot Singh (Construction)
Mr. Naveen Parashar (Projects)
Mr. Satya Sridhar (Process-2)

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1.0 SCOPE

1.1 In general, for refinery services, NACE International Standard MR0103 shall be applicable. For refinery services where Hydrogen Induced Cracking (HIC) resistant carbon steel is specifically mentioned in the process documents, this specification shall be followed.

1.2 This specification lays down the requirements related to the chemical composition, manufacture, fabrication and testing requirements for carbon steel components intended to be used in sour service in petroleum refinery environments. These requirements are specified in order to make the carbon steel component resistant to the various forms of material damage in a sour environment, such as Sulfide Stress Cracking (SSC), Hydrogen Induced Cracking (HIC), Stress Oriented Hydrogen Induced Cracking (SOHIC), Blistering etc. These requirements can be used for resisting Alkaline Stress Corrosion Cracking (ASCC) also. This specification is applicable for corrosive petroleum refining facilities.

1.3 The service medium is defined as "Sour" when the service environment conforms to one of the following conditions, as defined in NACE International Standard MR0103:

Service environments containing free water (in liquid phase) and

(a) >50 ppmw dissolved H_2S in the free water,

(b) Free water pH < 4 and some dissolved H_2S present,

(c) Free water pH >7.6 and 20 ppmw dissolved hydrogen cyanide (HCN) in the water and some dissolved H_2S present,

(d) >0.003 MPa absolute (0.05psia) partial pressure H_2S in the gas in processes with a gas phase.

2.0 REFERENCED CODES/STANDARDS

NACE MR 0103	ASTM A 694	ASTM A 770
NACE RP 0472	ASTM A 216	ASTM A 370
NACE Publication 8X194 & 8X294	ASTM A 106	ASTM A 578
NACE TM 0284	API 5 L	ASME SEC II PART C
ASTM A 20	API 6 A	ASME SEC VIII-DIV.I
ASTM A 516	ASTM E 18	ASME SEC IX
ASTM A 105	ASTM E 45	ANSI B 16.34
ASTM A 234	ASTM E 92	ANSI B 31.3

All ASTM Standard designations shall be applicable for corresponding ASME designations which would be read as ASME SA XXX instead of ASTM A XXX.

3.0 GENERAL REQUIREMENTS

3.1 The steel for sour service shall be manufactured by either basic oxygen or electric arc furnace route and shall be fully killed and fine grained.

3.2 Carbon steel shall not contain intentional additions of elements such as lead, selenium or sulphur to improve machinability.

3.3 Carbon steel shall be used in one of the following heat treatment conditions.

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(i) Hot-rolled
(ii) Annealed
(iii) Normalised
(iv) Normalised and tempered
(v) Normalised, austenitised, quenched and tempered
(vi) Austenitised, quenched and tempered.

3.4 All material after cold forming shall be thermally stress relieved to meet a hardness requirement of 200 BHN maximum.

3.5 All products shall be free of low temperature transformation microstructures such as bainite bands or islets of martensite.

4.0 MATERIAL SPECIFICATION

All items are required to conform to the chemical composition of the respective specification as listed below.

Plate: ASME SA516 Gr.60

Pipe: ASME SA106 Gr. B or SA333 Gr.1 or 6

Forgings: ASME SA105 or SA350 Gr.LF1 or LF2 or SA266 Class 1

Fittings: ASME SA234 Gr. WCB or SA420 Gr.WPL6

Castings: ASME SA216 Gr. WCA, WCB or WCC or SA352 Gr. LCA, LCB or LCC

Tubing: ASME SA179 or SA214

5.0 PRODUCT SPECIFIC REQUIREMNTS

5.1 Plates and Rolled Products

All rolled products such as plates and sheets and fittings / pipes made of rolled products shall meet the following specific requirements.

5.1.1 The steel shall be made through a clean steel making route and shall have minimum of inclusions.

5.1.2 The sulphur level shall be restricted to 0.003 wt%.

5.1.3 The steel shall be calcium treated for inclusion morphology control and the Ca/S ratio shall be in the range of 2 to 3. When sulphur content is less than 0.0015%, then Ca/S ratio is not applicable and calcium can be present up to 50 ppm.

5.1.4 For plates including and above 25 mm thick, through-thickness tensile testing shall be carried out in accordance with ASTM A770, with minimum reduction in area being 35% as determined in accordance with ASTM A370, on one plate per heat.

5.1.5 No repair welding shall be permitted on plated.

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5.1.6 When the fabrication of the components from the previously HIC tested plates involves no heavy wall thickness reduction or material flow, such as bending, spinning or welding, no fresh HIC test would be required on the final product. However, for fabrication of products where heavy reduction of thickness and heavy flow of material is encountered while forming such as like forging, extrusion or drawing, metallographic examination of the final product shall be required to be carried out to ensure absence of elongated inclusions.

5.1.7 The plates shall be procured only from pre-qualified manufacturers.

5.2 Pre-qualification criteria for manufacturers/suppliers with prior experience track record

The manufacturers/suppliers who have proven track record of supplying materials for sour service applications in petroleum refineries to any of the process licensors such as UOP/IFP/EXXON/BP/CHEVRON or any of the reputed operating companies/consultants like ONGC/IOCL/HPCL/BPCL/EIL will be considered as 'pre-qualified manufacturers", on production of the relevant purchase orders and test certificates, certified by a witnessing third party inspection agency such as DNV/LLOYDS/BV/ABSTECH/TUV/SGS/CEIL for the conformance of the materials to the respective materials specification of the mentioned operators/engineering consultants. For pre-qualified vendors, Clause No. 5.4 is not applicable.

5.3 Pre-qualification criteria for new manufacturers/suppliers without track record

The manufacturers/suppliers who have no track record of supplying sour service materials to any of the process licensors or the reputed operating companies/consultants as mentioned in Clause No. 5.2 above, shall be considered as new manufacturers and shall be subjected to the elaborate pre-qualification by any one of the reputed third party inspection agencies like DNV/LLOYDS/BV/ABSTECH/TUV/SGS/CEIL as per the requirements.

5.4 Hydrogen Induced Cracking (HIC) Test

The requirements for HIC test shall be as follows.

(i) This test is required for manufacturers pre-qualification only.

(ii) This test shall be performed on a set of three specimens representing each production batch/heat of rolled products in accordance with NACE TM0284 with the following acceptance criteria:

(a) Crack Length Ratio (CLR) $\leq$ 10.0%
(b) Crack Sensitivity Ratio (CSR) $\leq$ 1%

(iii) In case of failure of any one of the specimens, three (3) more specimens from the same product shall be retested and all the specimens shall meet the acceptance criteria. In case of failure of any retest sample, the material shall be rejected.

6.0 POST WELD HEAT TREATMENT (PWHT) AND HARDNESS REQUIREMENT

All the weld joints, irrespective of thickness, shall be given a post weld heat treatment. The temperature range for PWHT is 595-650°C with a close control. Other aspects such as rate of heating, holding time etc. for PWHT shall be as per ASME Sec.VIII, Div.I /ANSI B31.3 requirements. The hardness of the weldment after PWHT shall be 200 BHN maximum.

Signature Not Verified
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