



NUMALIGARH REFINERY LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
PO- NRL COMPLEX, NUMALIGARH
Dist : GOLAGHAT, ASSAM 785699



OPEN TENDER

REQUEST FOR QUOTATION

NRL REF: COL. No. : OC43000253/JIN
Date : 22.10.2020
RFQ number : 6100028695
Contact Person : Jintu Bora 03776-265847
Email ID : jintu.bora@nrl.co.in
Bid submission end date : 05.11.2020 Time: 11:00 AM
Bid opening date (tech) : 06.11.2020 Time: 11:00 AM

Job Name: Supply of Ultrasonic Flaw Detector

Dear Sir(s),

Numaligarh Refinery Limited (NRL) invites e-bids from competent and experienced Indian bidders for the following under two bid system (Part-I: Techno-commercial part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre- Qualification Criteria (PQC) of the tender document.

1. TENDER SCHEDULE

Sl. No.	Title	Date & Time
1	Tender Publish Date	22-10-2020
2	Tender document download start date	22-10-2020
3	Tender document download end date & time	05-11-2020 at 11.00 AM
4	Bid Submission start date	22-10-2020
5	Bid Submission end date & time	05-11-2020 at 11.00 AM
6	Bid opening date & time (Technical Bid)	06-11-2020 after 11.00 AM

Note:

Delivery of the material within the stipulated period is the principal essence of this tender. Hence, delivery of the items within the stipulated delivery period shall be taken into account while quoting for the tender. NRL at its discretion may not consider a bidder for evaluation/ reject the offer in case of deviation from the stipulated delivery period.

TECHNICAL CORRESPONDENCE:

To:	Javed Mahammed, Sr. Manager (Inspection); Email ID: javed.mahammed@nrl.co.in ; M: 9435042235
CC:	Gojen Doley, Chief Manager (Inspection); Email ID: gojen.doley@nrl.co.in ; M: 9435154452

COMMERCIAL CORRESPONDENCE:

To:	Jintu Bora, Chief Manager (Commercial); jintu.bora@nrl.co.in ; 9435152572
CC:	Diganta Das, Dy. General Manager (Commercial); diganta.das@nrl.co.in ; 9435152011

2. SUBMISSION OF E-BID:

The E-Bid should be prepared in Two Parts as per the following details.

- PART – I : Techno-commercial / Unpriced Bid
- PART - II : Priced Bid

Note:

- i) Only online offer shall be considered against the subject enquiry. For details please go to our e-tendering portal <http://eprocure.gov.in/eprocure/app>
- ii) This Tender is being conducted in e-tendering mode and the Bid documents can be downloaded for ONLINE bidding by the bidders, who has the Digital Signature Certificates.
- iii) For any assistance you may please contact our service provider personnel at Phone No 03776 – 265774, email: z_tender@nrl.co.in
- iv) Bid submission or queries relating to CPP Portal in general may be directed to the CPP Portal Helpdesk at 0120-4200462 / support-eproc@nic.in
- v) **Bids received by way of Post, Courier, Fax, Telex or Telegram or email or in open condition shall not be considered.**

3. DOCUMENTS TO BE UPLOADED AS A PART OF PART – I: TECHNO-COMMERCIAL / UNPRICED E-BID:

Bidder has to mandatorily submit the following documents, otherwise NRL shall have the right to reject bidder's offer.

- a) Documents in support of PQC.
- b) Agreed Terms & Conditions (ATC) duly filled, signed & stamped. The commercial terms & conditions should not be repeated in the offer. Please also clearly mention "QUOTED / NOT QUOTED" against respective quoted items, if applicable.
- c) All pages of the tender document and technical documents duly filled, signed & stamped.
- d) Integrity Pact for tenders value Rs 1 Cr. and above, if applicable.

4. DOCUMENTS TO BE SUBMITTED AS A PART OF PART – II: PRICED E-BID:

- a) BoQ/Priced Bid "in "XLS" format as per instructions provided.

5. BENEFITS TO MICRO AND SMALL ENTERPRISES:

- a) Applicable in this tender as per **Annexure-“X”**

Documents to be submitted in support of ‘Micro & Small Enterprises’

Bidders who are willing to avail the benefit of ‘Micro & Small Enterprises’ and ‘Start Ups’ are required to submit the following documents.

For availing the benefits of ‘Micro & Small Enterprise’:

MSE bidder has to mandatorily submit copy of MSE registration document (i.e. Udyog Adhaar Memorandum (UAM) or Entrepreneurs Memorandum (EM Part-II)) from any of the following body:-

- National Small Industries Corporation (NSIC)
 - District industries Centers(DICs)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
 - Udyog Adhaar Acknowledgment / Udyog Adhaar Memorandum issued by MoMSME
 - Any other body specified by the Ministry of MSME (MoMSME)
- (i) If the bidder fails to submit MSE registration certificate mentioned above in the original tender, the bidder shall not be considered for evaluation as MSE.
 - (ii) The MSE registration shall be valid as on date of placement of order
 - (iii) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

To update MSME details please follow the following steps:

1. Logon to the CPPP
2. Login with your account details
3. Click on **My Accounts**
4. Click on **Privileges**
5. Under **MSME** you have to update your details.

For availing the benefits of 'Start Ups':

Bidder who intends to participate as 'Start-up' company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

Offer will be considered only when NRL is satisfied with experience and capability of the tenderer to take up this work.

If any issues occur please contact CPPP helpdesk at 0120-4200462 / support-eproc@nic.in

6. PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT:

- a) Applicable in this tender as per **Annexure-"XI"**

7. GENERAL:

- a) Bidders who are on holiday list of NRL or any other Oil sector PSU will not be considered. **Accordingly, the bidder shall submit a self-declaration as per format enclosed with Tender Document as Annexure - IX.** It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.
- b) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- c) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list/ black list apart from other penal actions as deemed fit by NRL.
- d) NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids without assigning any reason thereof.

Thanking you,

Yours faithfully,

For & On behalf of Numaligarh Refinery Limited

General Manager (Commercial) I/C

SPECIAL INSTRUCTIONS TO BIDDERS

COMMERCIAL LOADING/ REJECTION OF OFFERS IN CASE OF DEVIATIONS TO AGREED TERMS & CONDITIONS:

1 Payment Term:

Deviation to Payment Term indicated in Agreed Terms & Conditions (ATC) shall be liable for rejection.

2 Performance Bank Guarantee (PBG):

In case a supplier offers to give a PBG for less than 10% of order value, or for a lesser period than what is specified in ATC of the Tender, loading shall be done for the differential amount and/ or the differential period. For differential period/ amount loading, the following example will amplify the methodology (if Tender specifies 10% PBG for 18+3=21 months):

In case of differential period:

Description	Loading
10% for 21 months	No loading
10% for 18 months	$10\% \times 3/21 = 1.43\%$
10% for 12 months	$10\% \times 9/21 = 4.29\%$
10% for 06 months	$10\% \times 15/21 = 7.14\%$
No PBG	10 %

In case of Differential Amount:

Description	Loading
Amount Offered by Bidder 10%	No loading
Amount Offered by Bidder Less than 10%	Differential between the offered percentage and 10%

3 Price Reduction Clause for Delayed Delivery:

Deviation to above term indicated in Agreed Terms & Conditions (ATC) shall be liable for rejection.

4 Delivery Period:

Delivery of the material within the stipulated period is the principal essence of this tender. The required delivery period will be as stipulated under Agreed Terms & Conditions (ATC) of Tender. NRL at its discretion may not consider a bidder for evaluation/ reject the offer in case of deviation from the stipulated delivery period. Delivery period stated in tender must be strictly followed. If the vendor fails to deliver the goods within the scheduled delivery date, NRL reserves the right to reject the materials and cancel the PO at its sole discretion.

5 Past Track Record of Performance:

Offers from Bidders who have failed to meet the Quality Requirements and Contractual Delivery Date as per NRL's tender/ Purchase Order in the past may not considered for evaluation/ rejected at the sole discretion of NRL.

NUMALIGARH REFINERY LIMITED

AGREED TERMS & CONDITIONS (ATC)

Job Name: Supply of Ultrasonic Flaw Detector

Bidder M/s _____

Tender No : **OC43000253/IIN**

Offer Ref & Date: _____

Signature : _____

Mobile No.: _____

Name : _____

E-mail id _____

Official Seal: _____

DULY FILLED, SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH BIDDER'S UNPRICED QUOTATION. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01.	<u>PRE-QUALIFICATION CRITERIA</u> The bidders who intend to participate in the tendering process shall meet all the minimum requirements and only such bidders shall be pre- qualified technically for further evaluation. • Pre-Qualification Criteria shall be governed by “Annexure I- Purchase Specification for Supply of Ultrasonic Flaw Detector” The intending bidders shall have to furnish proof of their pre-qualification along with the Techno-commercial bid. Copies submitted in support of credentials shall be self-attested. Pre-qualification criteria will be checked at the time of techno-commercial evaluation of the offer. Bidders are to know that no further communication may be done to ascertain their prequalification. The offers with incomplete /irrelevant documents / anomalies may be straightway rejected without any communication. Hence, bidders are advised to take utmost care while submitting their prequalification documents at the time of offer.	Noted

(Bidder's Signature & Seal)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
02	- NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given time line, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document. Pre-Qualifying Criteria mentioned in the tender is applicable for all participating bidders. The relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprise (MSE) or Startup bidder will not be applicable for the subject tender. - Offer will be considered only when NRL is satisfied with experience and capability of the tenderer to take up this work.	Noted
03.	<u>EVALUATION OF TENDER:</u> The items in the tender shall be non-splitable and shall be evaluated on 'Overall Lowest Offer Basis'. Bidders have to quote for all the items in the tender otherwise the bid is liable to be rejected.	Noted
04.	<u>TECHNICAL TERMS & CONDITIONS:</u> Bidders are requested to read carefully all the technical specifications and the technical terms & conditions and quote accordingly. As per Annexure I- Purchase Specification for Supply of Ultrasonic Flaw Detector	Confirmed
05.	Please confirm that you have quoted price on FOR NRL Refinery site basis; separately indicating Basic Price (on Ex-works), P&F Charge (in % of basic), Testing Charge (in % of basic), TPI Charge (in % of basic), Freight Charge (in % of basic), Transit Insurance (in % of basic) and GST (in %) in the "BoQ/Priced Bid " in "XLS" format as per instructions provided.	Confirmed
	<u>NOTE:</u> Where any field in the online priced bid (BoQ) is left blank or =0, the charge, tax or duty shall be considered as either inclusive, nil or not applicable. Charges quoted elsewhere may be ignored in priced bid evaluation and shall not be borne by NRL. Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left unquoted shall be deemed to be inclusive in the quoted price. Printed terms and conditions, if any, submitted with the quotation shall be ignored and 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 herein above shall prevail. Moreover, rates & taxes indicated in the BoQ shall prevail. Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.	Noted
06.	Please indicate Despatch Point of the goods:	_____
07.	Arrangement of Transportation up to NRL Site and Transit Risk Insurance are in bidder's scope.	Confirmed

(Bidder's Signature & Seal)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
08.	It will be the sole responsibility of the bidder to arrange for Testing and Third Party Inspecting (if any) and submit the testing & inspection certificate along with dispatch documents. No time extension shall be allowed by NRL for any delay/lapse in this regard.	Confirmed
09.	<u>Goods and Services Tax (GST):</u> Present rate of GST payable extra on finished products has been indicated in the BoQ in terms of your QUOTED Price.	Confirmed
10.	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery date shall be to Bidder's account whereas any corresponding decrease shall be passed on to the Owner.	Confirmed
11.	<u>PAYMENT TERMS:</u> As per Annexure I- Purchase Specification for Supply of Ultrasonic Flaw Detector Any deviation from the above will lead to rejection of the offer. Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode.	Confirmed Noted
12.	<u>DELIVERY PERIOD:</u> As per Annexure I- Purchase Specification for Supply of Ultrasonic Flaw Detector Delivery of the material within the stipulated period is the principal essence of this tender. NRL at its discretion may not consider a bidder for evaluation/ reject the offer in case of deviation from the stipulated delivery period. Delivery period stated in tender must be strictly followed. If the vendor fails to deliver the goods within the scheduled delivery date, NRL reserves the right to reject the materials and cancel the PO at its sole discretion.	_____ Noted
13.	<u>PERFORMANCE BANK GUARANTEE (PBG) for Supply Part:</u> As per NRL's 'General Purchase Conditions' (Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.).	Applicable
14.	<u>PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:</u> The delivery period 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. 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. Deviation to the term indicated above shall be liable for rejection.	Accepted Noted

(Bidder's Signature & Seal)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
15.	<u>OFFER VALIDITY:</u> Bid shall remain valid for period of 180 days from the bid due date/extended due date.	Confirmed
16.	<u>PART ORDER:</u> Bidder to confirm acceptance of Part Order.	Confirmed
17.	<u>REPEAT ORDER:</u> Repeat Order may be placed within 1 (One) year from the date of the original order at the same prices, terms & conditions. Please confirm acceptance.	Confirmed
18.	<u>FIRMNESS OF PRICES:</u> Quoted prices shall remain firm and fixed till complete execution of the order.	Confirmed
19.	<u>GUARANTEE / WARRANTY:</u> As per Annexure I- Purchase Specification for Supply of Ultrasonic Flaw Detector	Confirmed
20.	Please indicate your GST registration no.	_____
21.	Please indicate the HSN code of the goods item-wise (Kindly attach separate sheet if required).	
22.	Kindly confirm whether you are a registered MSE. For details please refer Annexure X of the Tender Document.	Yes / No
	a. Indicate separately if you are a Women Owned MSE :-	Yes / No
	b. Indicate separately if you are a MSE and belong to the SC/ST category:-	Yes / No
	Documentary proof like ownership certificate / caste certificate etc. to be submitted for eligibility under a) and b) above	Noted
	- MSE bidder has to mandatorily submit copy of MSE registration document (i.e. Udyog Adhaar Memorandum (UAM) or Entrepreneurs Memorandum (EM Part-II)) from any of the following body:- - National Small Industries Corporation (NSIC) - District industries Centers(DICs) - Coir Board - Khadi and Village Industries Commission(KVIC) - Khadi and Village Industries Board(KVIB) - Directorate of Handicrafts and Handloom - Udyog Adhaar Acknowledgment/ Udyog Adhaar Memorandum issued by MoMSME - Any other body specified by the Ministry of MSME (MoMSME)	Noted

(Bidder's Signature & Seal)

SN	DESCRIPTION	BIDDER'S CONFIRMATION												
23.	Price preference for MSE Bidder: The price benefit/preference as per MSE policy will be extended only to the original manufacturer and not to trader/dealer.	Noted												
24.	Both Manufacturer and their Authorized dealer / channel partner cannot bid simultaneously in the same tender. In case offers are submitted by manufacturers (OEM/ Principals) directly, the offers of dealers shall be rejected for those quoted items without any further communication.	Noted												
25.	<u>PRICE IMPLICATIONS NOT PERMITTED:</u> 1. Any increase/ decrease in price submitted by Supplier after submission of offer without any query will be treated as unsolicited. 2. No Price Implication shall be permitted against technical / commercial queries, which are clarificatory in nature without involving any change in scope / specifications. In case any vendor gives price increase, the bidder shall be advised to withdraw such price increase, and if the vendor does not accept to withdraw price increase, his bid for corresponding item will be rejected. 3. In case of unsolicited price decrease, the Supplier's offer shall be compared as per originally quoted prices and if the Supplier happens to be the recommended Supplier, the decrease in prices shall be taken into account for ordering.	Noted												
26.	<u>EXCEPTIONS AND DEVIATIONS:</u> Bidder is required to comply with the requirements of the Bid Document (including corrigendum(s) / addendum(s) etc. if any), and not to stipulate any exceptions or deviation. In case it is unavoidable, Bidder must clearly stipulate ay stipulate exceptions and deviations to bid requirements only as per the format below in a separate sheet. <table border="1"><tr><th rowspan="2">Sl. No.</th><th colspan="2">Bid Document Preference</th><th rowspan="2">Subject</th><th rowspan="2">Deviation</th></tr><tr><th>Page</th><th>Clause</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>	Sl. No.	Bid Document Preference		Subject	Deviation	Page	Clause						Noted
Sl. No.	Bid Document Preference		Subject	Deviation										
	Page	Clause												
27.	<u>DECLARATION FOR NOT BEING UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS:</u> We herewith declare that we are not under liquidation, court receivership or similar proceedings.	Confirmed												

(Bidder's Signature & Seal)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
28.	<u>TENDER ACCEPTANCE:</u> - I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein. - The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter. - I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety. - I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.	Confirmed
29.	<u>PRICE BID UNDERTAKING:</u> I submit the Price Bid and related activities as envisaged in the Bid document. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.	Confirmed
30.	<u>ZERO DEVIATION TENDER:</u> This enquiry has been issued as “zero deviation bidding” basis. Prospective Bidders must submit their offer complete in all respect and must contain confirmations/ compliance to all techno-commercial points without any deviation. However, any techno-commercial clarification may be sought before submission of the bid.	Noted
31.	<u>NO EXTENSION TENDER:</u> Bidders to note that since this tender contains all comprehensive techno-commercial details hence they are requested not to miss the deadline for bid submission. NRL at its discretion may or may not extend the tender due date and therefore bidders are advised to upload their bid in advance and bid due date extension request may not be entertained by NRL later on.	Noted
32.	All other terms and conditions shall be as per NRL's 'General Purchase Conditions'.	Confirmed
33.	➤ Bidders are requested to submit details of their Turnover of the preceding year in case it is Rs. 500 Cr and above. ➤ Bidders who fall within this bracket of Turnover of Rs. 500 Cr and above require to mandatorily submit E- Invoice with IRN and QR Code legibly recorded in their Invoices for seamless processing of the same. Special Note : Bidders to note that no invoice will be processed unless it is an E- Invoice with IRN and QR Code on the body of the document	Noted & Confirmed
34.	Bidder should submit the appropriate form under Annexure-XIII (Special Tender Clause on Procurement from a Bidder from a country which shares Land Border with India) duly sealed & signed.	Confirmed
35.	Bidder should submit the all pages of tender document duly sealed & signed.	Confirmed

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DATE : _____

RFQ number : 6100028695

Item	Material Code	Description	Order Qty	UoM
00010		Supply of Ultrasonic Flaw Detector	1	Activ.unit

ANNEXURE “IX”

Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered. Accordingly, the bidder shall submit a self-declaration as per format below. It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

PRO-FORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

Sub:	Supply of Ultrasonic Flaw Detector
Tender No.:	OC43000253

We hereby declare that we are not currently serving any holiday listing orders issued by NRL or MOPNG debarring us from carrying on business dealings with NRL/MOPNG or serving a banning order by another Oil PSE.

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

(SIGNATURE OF BIDDER)

Date:

Place:

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; 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 15 November, 2018 and letter F.No. 21(3)/2016-MA dated 7th May, 2018 from Office of the Development Commissioner M/o MSME; 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 copy of MSE registration document (i.e. Udyog Adhaar Memorandum (UAM) or Entrepreneurs Memorandum (EM Part-II)) from any of the following body :-
 - National Small Industries Corporation (NSIC)
 - District industries Centers(DICs)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
 - Udyog Adhaar Acknowledgment / Udyog Adhaar Memorandum issued by MoMSME
 - Any other body specified by the Ministry of MSME (MoMSME)
- (ii) If the bidder fails to submit MSE registration certificate mentioned above in the original tender, the bidder shall not be considered for evaluation as MSE.
- (iii) The MSE registration shall be valid as on date of placement of order
- (iv) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services

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

Definition of MSEs owned by SC/ST shall be as stated below:

- In case of proprietary MSE, proprietors(s) shall be SC/ST
- In case of partnership MSE, the SC/ST partners shall be holding at least 51 % shares in the unit
- In case of Private Limited Companies, at least 51 % share shall be held by SC/ST promoters.

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 MSE shall additionally submit 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.
- Notarized copy of a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:-
 - District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of Ist Class Stipendiary Magistrate).
 - Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
 - Revenue Officers not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
 - Administrator/ Secretary to Administrator/ Development Officer (Lakshdweep Islands).

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

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 can be obtained from the Office of General Manager (Commercial). Tenders 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% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value.

In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)

- ii) In case of tender item is non-splittable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.
- iii) NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

iv) For Supply of Goods only:

- The quantity against the item(s) of tender may be split to enable ordering of 25% quantity against the item(s) of tender to MSE bidder(s) within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
- The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.
- Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.
- Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.

- While granting purchase preference as above, procurement of goods may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

- *In case where quantity against a line item cannot be split (i.e., minimum 25% to MSEs) or items with single quantity or in grouped item, the complete line item/ group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.*
- *In case, quantity(ies) against an item/ group cannot be split among MSEs, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference and so on.*

v) For Services only:

- *The complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.*
- *In case, besides general MSEs, MSEs owned by SC/ ST and/ or MSEs owned by Women are within the price range of L1 bidder's evaluated price + 15%, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference indicated above.*

- vi) In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. Price range within 15% shall be considered for MSE bidders based on the original prices of L1 bidder not on the negotiated prices. However, MSE bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted prices).

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

- The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

- 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 preference in respect to procurement of goods and services only, if the vendor is registered as MSE for the tendered category of goods / service
- 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
- 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.

ANNEXURE “XI”

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

MOP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

NRL reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) as specified in the Table below.

Items	Local Content (%)		
	2017-18	2018-19	2020-22
Service Contract	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (Others)	30%	35%	40%

The Policy shall be implemented in the following manner:

- a. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- c. In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d. In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- e. In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- f. The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP - 2012) from MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:
 - i) The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC 2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to

do so although he is eligible for both the Policies, his offer would be evaluated considering PPP-2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the detail of LC in his offer and this LC meets the stipulated LC criteria).

- ii) In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.
- g. In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- h. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under :
 - MSE bidder (PPP-2012)
 - PP-LC complied bidder (PP - LC)

Examples of Purchase Preference

Non divisible item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PPC-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him; otherwise option for matching the L1 price shall be given to L2 bidder (PP-LC)

Divisible Item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC) Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

- i. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- j. In case lowest bidder is a PP-LC bidder purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.

k. Certification of Local Content

Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, services or EPC contracts as under:

At bidding stage

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.

The bidder claiming the PP-LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

- Where the total quoted value is less than INR 5 Crore –

The LC content shall be self assessed and certified by the authorized signatory of the bidder signing the bid.

- Where the total quoted value is INR 5 Crore or above –
 - i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
 - ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm in case of a partnership firm.
 - iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country, where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

1. Sample formats for calculation of LC are given below as Table 1 (for Supply Contracts), Table 2 (for Service Contract), Table 3 [for EPC Contracts (Others)].
2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost; factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same. However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

After award of contract:

- Where the estimated value is less than INR 5 Crore:

The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder

- Estimated value is INR 5 Crore or above:

Supplier shall provide the necessary local content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

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

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company:

- a. Pre-determined penalty @ 10% of total contract value
- b. Banning business with the supplier/contractor for a period of one year.

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

Purchase Preference in case where Negotiation is also required:

In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or LC complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% 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.

Table 1: CALCULATION OF LOCAL CONTENT – SUPPLY CONTRACTS (GOODS)

Name of Manufacturer	Calculation of manufacturer Cost per ne unit of Product			
Cost Component	Cost (Domestic Component)	Cost (Imported Content)	Cost Total Rs./US\$	% Domestic Component
	a	b	c = a+b	d = a/c
I. Direct Material Cost				
II. Direct Labour Cost				
III. Factory Overhead				
IV. Total Production Cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total Cost (IV.c)} - \text{Total imported component cost (IV.b)} \times 100}{\text{Total cost (IV.c)}}$$

$$\% \text{ LC Goods} = \frac{\text{Total Domestic component cost (IV.a)} \times 100}{\text{Total cost (IV,c)}}$$

Table 2: CALCULATION OF LOCAL CONTENT – SERVICE CONTRACTS

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			Cost Summary				
			Domestic	Imported Rs./US\$	Total	LC	
						%	Rs./US\$
			b	c	d	e=b/d	f=d X e
A	Cost Component						
	I. Material Used Cost	Rs.US\$					
		Rs.US\$					
	II. Personnel & Consultant Cost	Rs.US\$					
		Rs.US\$					
	III Other services cost	Rs.US\$					
	IV Total Cost (I to IV)						
B	Taxes and Duties	Rs.US\$					
C	Total Quoted Price	Rs.US\$					

$$\% \text{ LC Service} = \frac{\text{Total Cost (A. IV.d)} - \text{Total imported component cost (A. IV.c)}}{\text{Total cost (A. IV.d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV.b)}}{\text{Total cost (A. IV.d)}} \times 100$$

Table 3: CALCULATION OF LOCAL CONTENT – EPC (GOODS & SERVICES)

A	Cost Component (Rs./US\$)	Cost Summary				
		Domestic	Imported Rs./US\$	Total	LC	
					%	Rs./US\$
		b	c	d	e=b/d	f=d X e
I	GOODS					
1	Material used cost					
2	Equipment cost					
3	Sub Total I					
II	SERVICES					
1	Personnel & Consultant Cost					
2	Equipment & Work Facility Cost					
3	Construction/Fabrication Cost					
4	Other Services Cost etc.					
5	Sub Total II					
III	TOTAL COST OF GOODS + SERVICES					
B	Non Cost Component					
C	Total Quoted Price					

$$\% \text{ LC Combination} = \frac{\text{Total domestic component cost of goods (A.I.3.b) + Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A. III .d)}}$$

ARBITRATION:

Arbitration Clause for PSEs / Govt. Deptt. (Except a dispute or difference concerning the Railways, income-tax, Customs and Excise Duties),

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either for Arbitration to the sole arbitrator in the Department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

Arbitration Clause for others:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference

i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.

- d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director.
- e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion taken.
- f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.

SETTLEMENT OF DISPUTES

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 endeavored to be amicably settled by the parties in the following manner:

- a) At the first instance by the Engineer-In-Charge/ Purchase Officer
- b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorized representatives of Chief Executive of NRL.
- c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- d) In case party is not satisfied with the above, the matter will be referred to Arbitration.

- e) The option of amicably settling the dispute will be open at any time during and post arbitration or court litigation or Tribunal or in any other jurisdictional forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other jurisdictional forum(s).

Arbitration Clause:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/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.
- b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or Company, as the case may be.
- c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.
- d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.
- f) The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.
- g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties. The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties):

As per Government guidelines / circulars, etc prevailing at the time of reference of the disputes

**Special Tender Clause on Procurement from a Bidder from a country which shares
Land Border with India**

- I. The Department of Expenditure (Ministry of Finance) of the Govt. Of India through OMs no. 6/18/2019- PPD dated 23rd July and 24th July'2020 has issued guidelines regarding procurement from bidders from a country or countries which share land boundary with India. The detail guidelines are available on the website of DoE (<https://doe.govin/>).
- II. 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 specified in Annexure I of the DoE OM dated 23.07.2020 (attached for reference). The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of industry & internal Trade (DPIIT) of Govt. of India.
- III. "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.
- IV. "Bidder from a country which shares a land border with India" for the 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) 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 asunder:
 1. In case of a company 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 votings 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. In tenders for Works Contracts, including Turnkey contracts - 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 the Competent Authority.
- VII. Bidder mandatorily requires to submit "Certificate of Compliance" in the enclosed Form : A. This certificate need to be submitted in the Company's Letter Head and should be sealed and signed by the authorized signatory on behalf of the bidder. None submission of Form A may lead to disqualification for Techno- Commercial evaluation of the submitted bid. (Refer Form B in case of Works Contract).

In case at any stage pre or post order placement it is found that that the certification furnished is false their bid shall be summarily rejected or order terminated as applicable. NRL may at its discretion initiate penal action against such bidders which may include Black Listing Holiday Listing the party /encashment of EMD or PBG submitted as per contractual provision etc.

- VIII. Compulsory submission of Valid Registration Certificate from Competent Authority is required as and when a party claims to have registered themselves with the Competent Authority or else bid shall be rejected without evaluation.
- IX. Wherever Tenders are floated Registration with Competent Authority should be valid at the time of submission of Bid and at the time of acceptance and evaluation of bids / LOA or Order Placement. In case where tender is not floated registration should be valid at the time of placement of Order. A Bidder who is validly registered at the time of acceptance / placement of order in such cases valid registration will not be a relevant consideration during contract execution.

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

Note II: For information on Exclusion from restriction under Rule 144 (xi) of the GFR, 2017 and Special Cases for exemption under the purview of this policy, bidders are requested to refer to the Govt Circular & Annexures therein accordingly.

Special Note: It is the responsibility of the Bidders to keep themselves updated over any revisions or changes in conditions mentioned in this circular. For all practical purpose the latest applicable circular will be considered for this tender as published by the Govt time to time.

FORM A

BIDDER's UNDERTAKING
(On Company's Letter Head)

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

Sub: Certificate of Compliance

Bidder's Details :

Name of the Tender : _____
Tender No : _____

We/ I have read carefully the clause regarding restrictions on procurement from a bidder of a country which shares land boundary with India attached with this Tender Document and hereby certify that M/s. _____ (Name of the Company/ Bidder) is :-

A. Not from such a country and is eligible to be considered for evaluation : YES / NO (*)

B (i) If from such a country but is registered with the Competent Authority : YES/NO (*)

B (ii) If from such a country valid Registration Certificate from Competent
Authority is submitted with the bid : YES / NO (*)

I as the authorized signatory on behalf of the bidder certify that the company fulfils all the criteria stipulated in the Govt OM and is eligible to be considered for this tender.

(*) : Tick Yes / No whichever is applicable.

Place : Signature :

Date : Name :

Designation :

Seal of the Company :

FORM B

BIDDER's UNDERTAKING IN CASE OF WORKS CONTRACT

(On Company's Letter Head)

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

Sub: Certificate of Compliance

Bidder's Details:

Name of the Tender : _____
Tender No : _____

We/ I have read carefully the clause regarding restrictions on procurement from a bidder of a country which shares land boundary with India attached with this Tender Document and on sub-contracting to contractors from such countries and hereby certify that M/s. _____ (Name of the Company/ Bidder) is :-

B. Not from such a country and is eligible to be considered for evaluation : YES / NO (*)

B (i) If from such a country but is registered with the Competent Authority : YES/NO (*)

B (ii) If from such a country valid Registration Certificate from Competent
Authority is submitted with the bid : YES / NO (*)

M/s. _____ (Name of the Company) certify that we will not sub-contract any work to a party/ contractor from such countries unless they are registered with the Competent Authority.

I as the authorized signatory on behalf of the bidder certify that the company fulfils all the criteria stipulated in the Govt OM and is eligible to be considered for this tender.

(*) : Tick Yes / No whichever is applicable.

Place: Signature :

Date: Name :

Designation :

Seal of the Company :

FORM C

BIDDER's UNDERTAKING (For Transitional Cases)

(On Company's Letter Head)

To,

G.M (Commercial) I/c.

Numaligarh Refinery Limited

Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details:

Name of the Tender : _____

Tender No : _____

We/I have read carefully the clause regarding restriction on procurement from a bidder of a country which shares land boundary with India attached with this tender document and hereby certify that M/s. _____ (Name of the Company) is not from such a country and is eligible to be considered.

We/I do solemnly resolve to submit valid registration certificate from Competent Authority as applicable in case any such requirement arises for evaluation and acceptance of bid purpose.

Place:

Signature :

Date:

Name :

Designation :

Seal of the Company :

ANNEXURE “XIV”

Bidders are requested to submit this GST undertaking duly signed and sealed in regard to timely deposit of tax payable under GST regime.

(In Letter Head of Company /Firm)

INDEMNITY BOND CUM UNDERTAKING

Recipient Name: **M/s Numaligarh Refinery Limited**

Assam: Address: NRP Complex, NRL site, Numaligarh, Golaghat, Assam-785699
GSTIN No. 18AAACN6984B1ZD

West Bengal: Address: Forth floor, plot no.31, Bharat Bhawan, 118 Prince Gulam Md.Shah Road,
Golf Green, Kolkata, West Bengal-700095
GSTIN No.19AAACN6984B1ZB

Delhi: Address: 6th Floor, 15-17, Tolstoy house, Tolstoy Marg, New Delhi-110001
GSTIN No: 07AAACN6984B2ZF

Reference: NRL Tender No

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:

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, 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.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 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) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (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.
- 5) 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.
- 6) 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.

SEARCHING FOR TENDER DOCUMENTS

- 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.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders 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) 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.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) 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.

SUBMISSION OF BIDS

- 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document. The bidder shall deposit Earnest Money Deposit in the **online portal through the link <https://easypay.axisbank.co.in/nrl>**. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) 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 BOQ file is found to be modified by the bidder, the bid will be rejected.
- 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.
- 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.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.
- 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.

UPLOADING OF MSME/ UAM DETAILS IN CPPP

To update MSME/ UAM details please follow the following steps:

1. Logon to the CPPP
2. Login with your account details
3. Click on **My Accounts**
4. Click on **Privileges**
5. Under **MSME** you have to update your details.

If any issues occur please contact CPPP helpdesk at 0120-4200462 / support-eproc@nic.in

ASSISTANCE TO BIDDERS

- 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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the CPP Portal Helpdesk at 0120-4200462 / support-eproc@nic.in
