

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-10-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-10-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Numaligarh Refinery Limited
Organisation Name/संगठन का नाम	Numaligarh Refinery Limited
Office Name/कार्यालय का नाम	Numaligarh Refinery Limited
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Coil type induction heating machine
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	coil type induction heating machine
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Coil Pressing Machine, currency counting machine, Electric Coil Stove, Automatic Fully Mechanised Organic Waste Machine for Compost Non Heating Type, Laundry Type Washing Machines / Drying Machines, Drilling Machine Bench Type / Pillar Type as per IS 2425, Scrubber Dryer Floor Cleaning Machine (V2), Hand Operated Shearing Machine, Alumina Beam type Brick for Sinter Machine Furnace, Back Extension (Version 2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Bearing Induction Heater - Induction Heater - Heat Shrink Termination Kit as per IS 60840
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Sushil T Williams
Designation of Competent Authority	Deputy Secy to Govt. of India
Office / Department / Division of Competent Authority	Ministry of Petroleum and Natural Gas
CA Approval Number	FP-20013/2/2017-FP-PNG
Competent Authority Approval Date	17-11-2020

Brief Description of the Approval Granted by Competent Authority

Proposal with value less than 1 cr. is exempted from the policy.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders 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 documentary evidence 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. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Coil Type Induction Heating Machine (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification

Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dibakar Barhoi	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

JOB NAME:

Procurement of coil type induction heating machine for use at Central workshop (PUR-MECHMNT-1 008342)

PRE-QUALIFICATION CRITERIA (PQC):

Nil.

TERMS AND CONDITIONS (COMMERCIAL):

1. Bidder shall quote strictly as per details provided technical specification and the terms & conditions mentioned in the bid document. For clarification required, if any, may contact NRL officials as per details provided below.

2. **Price Basis:** FOR NRL Site, Numaligarh.

3. Delivery Schedule:

- (i) Date of receipt of materials at NRL premises shall be considered for calculation of price reduction.
- (ii) 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).
- (iii) 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 and may reject the offer in case of deviation from the stipulated delivery period.
- (iv) It will be the sole responsibility of the bidder to arrange for Testing/TPI (if any) and submit the testing/Inspection certificate along with dispatch documents. No delivery date extension shall be allowed by NRL for any delay/lapse in this regard or due to any other reasons.

4. Price reduction clause (PRC) due to delayed delivery:

The inability of vendors to execute orders in accordance with the agreed/quoted delivery schedule will entitle NRL, at its options, to:

- (i) 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/splittable 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. Price reduction clause (PRC) for late delivery shall convey the same meaning as Liquidated Damages (LD).

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.

- (ii) 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 3 (i) 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, cable)*

es etc.), price reduction clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.

- c) 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.

5. Payment Terms:

100% payment will be made within 30 days after receipt, acceptance & commissioning of machine at NRL site in presence of Bidder's representative.

Note:

- a) Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode.
- b) An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.
- c) Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.10 crores to Rs.5 crores, which is effective from 1st August'2023. In view of the above, all concerns 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.
- d) Trade Receivables Discounting System (TReDS): Interested bidders are requested to on-board their firm in the TReDS platform and may communicate to NRL in order to avail the facilities that the portal provides.
- e) For payment administration or issues related to clearance of Tax Invoices, contractors/suppliers may send their request / query etc. to the e-mail ID: livdesk@nrl.co.in.

6. Third Party Inspection (TPI): Not required.

7. Firm Price: Quoted prices shall remain firm and fixed till complete execution of the order.

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Note:

- (i) 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.

8. Offer Validity: As mentioned in GeM bid.

Note:

- a) 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

r notice to the tenderer.

- b) 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.

9. Contract performance security (CPS): Nil.

10. Warranty Bank Guarantee (WBG): Nil.

GENERAL TERMS AND CONDITIONS:

1. 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 timeline, 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.
2. Consortium/Joint venture bids shall not be accepted.
3. Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
4. 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/ blacklist apart from other penal actions as deemed fit by NRL.
5. In case any bidder is found to be involved cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future.
6. Bidders who are on holiday list by NRL or MoPNG will not be considered. Accordingly, the bidder shall submit a self-declaration as per the format enclosed with the bid. It may be noted that if this declaration is found to be false, NRL shall have the right to reject the bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.
7. Printed terms and conditions, if any, submitted with the offer by the bidder shall be ignored and shall not be applicable in the event of order. In case of contradiction between the terms & conditions mentioned elsewhere in the offer by the bidder and terms and conditions mentioned in the bid document and NRL GPC; terms & conditions mentioned in the bid document and NRL GPC shall prevail. Moreover, rates & taxes indicated in the BOQ shall prevail.
8. All other terms and conditions of this tender shall be governed by NRL GPC (Indigenous) effective from 09.09.2024 (Attached as Tender annexures in Buyer Added Bid Specific ATC section of the bid document).
9. 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 at any time/stage without assigning any reason thereof.
10. NRL reserves the right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
11. Bidder to submit all requested (as well as relevant documents as per requirement of the bid) along with unpriced offer. Failure on the part of bidder in not submitting the documents in required format with unpriced quotation and/or submitting incomplete replies/deviations may lead to rejection of bidder's quotation without any further communication.

BID REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender Document (and subsequent

nt corrigendum/addendum, if any) shall lead to summarily rejection of Bid:

1. Firm Price
2. Earnest Money Deposit (Bid Security) / Bid Security Declaration / Proof of Exemption (As applicable)
3. Technical Specification including Drawing, Datasheet etc.
4. Scope of Work & Supply (As applicable)
5. Schedule of Rates / Price Schedule / Price Basis
6. Duration/Period of Contract / Completion schedule/Delivery Period (As applicable)
7. Period of Validity of Bid.
8. Price Reduction Schedule / Liquidated Damages (As applicable)
9. Contract Performance Security (Wherever applicable)
10. Warranty / Guarantee / Defect Liability Clauses and Security Deposit, if applicable (Wherever applicable).
11. Clause on Settlement of Disputes – Arbitration / Mediation / Jurisdiction of Court (Unless agreed by NRL at the tendering stage itself)
12. Force Majeure & Applicable Laws
13. Integrity Pact, if Applicable
14. Any other condition(s) specifically mentioned in the Tender Document elsewhere, that non-compliance of the clause will lead to rejection of Bid.

POST CONTRACT INFORMATION TO SUPPLIER:

1. Documents required with consignment for Goods receipt (GR) creation.
 - (i) Original Tax-Invoice- This is a compulsory document. It would be preferable if either the PO Serial Number or the NRL Item Code were mentioned in the invoice against each supplied item.
 - (ii) Original E-Way Bill. The E-way bill is to be provided if any of the following three conditions is true:
 - a) The Invoice/ Bill Amount is Rs. 50,000 or more.
 - b) The distance travelled to deliver the consignment is 10 Kms or more.
 - c) The materials are of the GST category.
 - (iii) Documents required for clearance of inspection by user department of NRL.
 - (iv) Copy of Consignment Copy- This is a compulsory document provided by the transport driver.

The absence of any of these documents will cause delays in Goods Receipt (GR) by warehouse, eventually leading to delays in payments.

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH UNPRICED OFFER:

(Formats are enclosed as Tende Annexures in Buyer Added Bid Specific ATC section of the bid document)

Following documents as per format shall be submitted along with unpriced offer.

1. Documents in support of Technical Specification, Datasheet etc.
2. Tender acceptance letter (As per enclosed format)
3. Vendor information sheet (As per enclosed format)
4. Dispatch and Invoice information (As per enclosed format)
5. Declaration for not being under liquidation, court receivership or similar proceedings. (As per enclosed format)
6. Self-declaration of debarment / blacklisting / holiday listing (As per enclosed format)
7. Indemnity bond cum GST undertaking (As per enclosed format)
8. Self-declaration of conflict-of-interest free bid. (As per enclosed format)
9. Documents to avail purchase preference as per MSE policy:
 - a) Udyam Registration Certificate - *to be uploaded in relevant tab as per provision of GeM.*
 - b) Self-Declaration of being manufacturer of offered items- *to be submitted along with unpriced offer (As per enclosed format).*
10. **Form A (Certificate of Compliance)** against "Special tender clause on procurement from a bidder from a country which shares land border with India." (As per enclosed format)
11. Any other relevant documents as per requirement of the tender.

Note:

- *Above document shall be submitted as per enclosed formats only with bidder's Official Seal, Signed by authorized person and in official letterhead of bidder's organization (Wherever applicable).*
- *Failure on the part of bidder in not submitting the above documents (as per requirement) with unpriced offer and/or submitting incomplete data/deviations may lead to rejection of bidder's offer and may not be considered for further evaluation.*

CONTACT PERSON FOR THIS TENDER:

Bidders may contact following for any clarification regarding the bid.

A. Technical related Queries

Hifjur Hasan Ahmed

Assistant Manager (Mechanical Maintenance)

Numaligarh Refinery Limited

Contact No: +91- 8453901289

Email ID: hifjur.ahmed@nrl.co.in

B. Commercial related Queries

Jitu Haloi

Assistant Manager (Commercial)

Numaligarh Refinery Limited

Contact No: +91-7002569356

Email ID: jitu.haloi@nrl.co.in

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

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

का आधार होगा।

---Thank You/धन्यवाद---