ISO 9001 : 2008
ISO 14001 : 2004
OHSAS 18001 : 2007
DNV Certification B.V. The Netherlands

NUMALIGARH REFINERY LIMITED

(*A GOVERNMENT OF INDIA ENTERPRISE*)

NRL COMPLEX, NUMALIGARH,
DISTRICT-GOLAGHAT, ASSAM-785699, INDIA
TELEPHONE-03776265413

NRL

ONLINE OPEN TENDER *(Hard copy of the offer shall not be accepted)*	TENDER DETAILS	
	NRL REF: COL No	**OC01000374/BHA**
	Tender Publish Date	12.02.2022
	Tender document download start date & time	12.02.2022 at 4:00 PM
	Pre-Bid Meeting Date & Time	Not Applicable
	Bid Submission start date & time	12.02.2022 at 4:00 PM
	Bid Submission end date & time	26.02.2022 at 11 AM
	Bid opening date & time (Technical Bid)	27.02.2022 after 11 AM

JOB NAME:

PROCUREMENT OF FLANGES & PIPE FITTINGS FOR RTA 2023 AS WELL AS FOR GENERAL CONSUMPTION.

.

Dear Sir (s):

Numaligarh Refinery Limited (NRL) invites E-Bid from competent and experienced Indian supplier for the above mentioned job 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.

Please be noted that this Tender is being conducted in e-tendering mode and only online offer shall be considered against the subject enquiry. Bids received by way of Post, Courier, Fax, Telex or Telegram or email or through any other mean shall not be considered. The Bid documents can be downloaded for online bidding by the bidders having Digital Signature Certificates. For details please visit CPP e-tendering portal http://eprocure.gov.in/eprocure/app.

1. **SUBMISSION OF E-BID**:

The E-Bid shall be submitted in Two Parts as per the following details.

(i) PART – I : Techno-Commercial / Un-priced Bid
(ii) PART - II : Priced Bid

Note:

(a) Techno-Commercial Bid / Un-Priced Bid complete with all Technical and Commercial details ***other than price*** shall be submitted.
(b) Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Toll free contact number for the helpdesk is 1800 3070 2232.

2. **EVALUATION OF OFFERS:**

Tender shall be evaluated on '**ITEMWISE LOWEST OFFER BASIS'.**

3. **DOCUMENTS TO BE SUBMITTED AS A PART OF PART-I: UNPRICED BID:**

(i) Bidder's covering letter with technical details / brochure of the material offered by the bidder.
(ii) Annexure I: PQC sheet
(iii) Documents in support of pre-qualification as requested in PQC.
(iv) Annexure II: NRL Technical Specification Document.

Bidder's Signature with Official Stamp:

(v) Documents in support of Technical Qualification (if asked for in Technical Specification document in Annexure B)

(vi) Annexure III: Agreed Terms and Conditions.

(vii) Annexure IV: Indemnity bond cum undertaking.

(viii) Form A, B, C (Whichever is applicable) in Annexure V: Special tender clause on procurement from a bidder from a country which shares land border with India.

(ix) Annexure VI: Exception and Deviation sheet (If Applicable).

(x) Annexure IX: Declaration of Holiday/Black listing.

(xi) UDYAM Registration certificate for MSE bidders and any other documents requested as per Annexure X (If applicable).

(xii) Form A, B, C, D, E and F in Annexure XI: PP-LC Document of NRL (*Applicable for tender value more than 1 Cr).*

(xiii) Integrity Pact (*Applicable for tender value more than 1 Cr)*

(xiv) Duly filled, sealed and signed NRL's complete tender document (with all pages, annexures, schedules, corrigendum issued (if any), drawings, datasheets etc.).

(xv) Any other document as per the requirement of this tender.

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

(i) BoQ/Priced Bid "in "XLS" format as per instructions provided.

(ii) Any other document as per the requirement of this tender.

<u>Important Note for document submission:</u>

(a) Bidder is requested to ensure the following while submitting the documents in Part I/unpriced and Part II/priced bid.
   - All documents shall be duly filled, signed by authorized representative of the Bidder and stamped with Official Seal on each page of the document. ***Documents submitted without duly filled, signed and stamped shall not be considered and may lead to rejection of bidder's offer for the subject tender.***
   - Wherever required, Document shall be submitted on Vendor's letter head which is also indicated on respective annexures. ***Documents submitted without company's letterhead (wherever required) shall n*****ot be considered and may lead to rejection of bidder's offer for the subject tender.**
   - Submission of the complete tender document with page missing/tempering by any means may lead to rejection of the offer.

(b) All the above mentioned documents / information shall be uploaded in the e-tendering portal in the appropriate space provided therein.

(c) Bidder to quote Unit Price (FOR NRL Site), Taxes, Duties, all other charges (i.e. P&F, Freight, TPI/ IBR Charges) in online BoQ/Priced Bid in "XLS" format strictly as per instructions provided. Charges quoted elsewhere shall be ignored and will not be taken into consideration. Charges quoted elsewhere shall be ignored and shall not be taken into consideration.

(d) No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left blank or =0 (zero) in the online priced bid (BoQ) shall be deemed to be inclusive in the quoted price.

(e) Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.

5. <u>BENEFITS TO MICRO AND SMALL ENTERPRISES</u>:

Benefits to MSE is applicable as per MSE policy attached in "Annexure-X".

Bidders are requested to please note the following-

(a) For availing the benefit, MSE bidder has to mandatorily submit a copy of UDYAM Registration Certificate, failing to which the bidder shall not be considered for evaluation as MSE.

(b) The UDYAM Registration Certificate shall be valid as on close date of the tender. The certificate may be verified online during the bid evaluation and particulars submitted must be found to be valid in the UDYAM website.

(c) The registration must be for the items/category of items/services relevant to the tendered items/category of items/services.

(d) However for further evaluation of the offer, Bidder shall be required to meet all Pre-Qualification criteria mandatorily for this tender.

6. BENEFITS TO LOCAL SUPPLIER AS PER PP-LC POLICY:

For availing the benefit, bidder has to mandatorily submit all documents as requested in “Annexure XI”. However this policy is not applicable to the tender of which value is less than 1 Cr.

7. VERIFICATION OF BIDDER’S CREDENTIALS:

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.

8. GENERAL NOTE:

(a) 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 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) 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.

(e) 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.

(f) Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.

(g) 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.

(h) Duly filled (wherever applicable), signed by authorized representative of the bidder and stamped with official seal on each and every page of this tender to be submitted by the bidder. Failure on the part of bidder in not submitting this duly filled-up and seal signed or submitting incomplete replies may lead to rejection of bidder’s quotation”.

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

(j) NRL reserves the right to cancel the tender at any stage without assigning any reason thereof.

9. HELP DESK FOR ONLINE BID SUBMISSION

Name	Email ID	Contact No
Dhiraj Mohan Saikia	z_tender@nrl.co.in	03776 -265774

Thanking you,

Bidder’s Signature with Official Stamp:

For & on behalf of Numaligarh Refinery Limited
Chief General Manager (Commercial)
Numaligarh Refinery Limited

****

CONTENT

Bidder's Signature with Official Stamp:

Annexure I

PRE-QUALIFICATION CRITERIA (PQC) SHEET

Tender No	: OC01000374/BHA
Job Name	: Procurement of Flanges & Pipe fittings for RTA 2023 as well as for general consumption.

IMPORTANT NOTE TO BIDDERS:

(a) *The intending bidders shall have to furnish proof of their pre-qualification along with the Techno-commercial bid (Part I). Copies submitted in support of credentials shall be self-attested and stamped.*
(b) *The offers with incomplete /irrelevant documents / anomalies/deviation may be straightway rejected without any communication.*

EVALUATION POINTS	BIDDER'S CONFIRMATION
The bidder must fulfill the following criteria for technical acceptance: 1. **Bidder shall be a manufacturer of Flanges & Pipe Fittings as per ASTM A105 /A234 GR.WPB/WPC/WPB5/WP9/WP11/A182/A403/A106Gr.B/Wet H2S service (AXN type) material standards meeting their required dimensional standards and shall have capability of manufacturing, testing, and supplying the Flanges & Pipe Fittings as per NRL specification.** Vendor's action: Bidder is required to submit list of machineries, catalogue/brochures indicating their manufacturing and testing facilities Vendor's action: Vendor shall confirm and substantiate all above conditions through proper documents. 2. **The Bidder shall have successfully executed Purchase Orders for supply of Flanges/Pipe Fittings as per ASTM A 105 / A106 Gr.B, A or A234 GR. WPB/WPC or A234 GR.WP5/P9/P11/A182 or Wet H2S service (AXN* type) and A403 GR 304/316 and Inconel material standards** combined or individually**, to any processing plant or any other industry directly or through project consultant(s), in any of the 12 consecutive months period during preceding 5 years counting prior to tender due date and shall not be less than Rs. 10 lakhs.** The order value criteria mentioned above shall be basic cost without taxes and duties. Vendor's action: Bidder is required to submit relevant Purchase order copies and invoices /Inspection Release Notes / completion certificates or any other such documents as proof of meeting this requirement. **Note: Bidders to submit the duly filled in CHECKLIST attached with this tender. Non submission of the check list may lead to rejection of the offer**. ***REQUIREMENTS OF 'AXN1', 'AXN2' AND 'AXN3' *(refer attached document: NRMPS-PF-2021-1.1 REV.0 dtd. 01.12.2021)*** NRL reserves right to disqualify any bid, in absence of sufficient supporting documents against the PQC as mentioned above.	Noted & Confirmed

Signature of the Bidder :

Bidder's Signature with Official Stamp:

Official Seal **:**

AGREED TERMS AND CONDITIONS (ATC)

Tender No	: OC01000374/BHA
Job Name	: Procurement of Flanges and Pipe Fittings for RTA 2023 as well as for general consumption.

BIDDER'S INFORMATION

(Bidder is requested to fill the information below)

Bidder's Name :

Complete Address with PIN No :

PAN No :

GSTIN No :

Email ID :

Mobile No :

Note: *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 submitting 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
1	**PRE QUALIFICATION CRITERIA:** Please confirm the submission of Pre-Qualification Criteria (PQC) sheet (Annexure I) along with proof of prequalification; duly signed and stamped on each page. **Note:** *i) Pre-qualification criteria will be checked at the time of techno-commercial evaluation of the offer in unpriced bid (Part I).* *ii) The bidders who intend to participate in the tendering process shall meet all the minimum requirements as per the PQC sheet and only such bidders shall be pre-qualified technically for further evaluation.* *iii) Bidders are to note that no further communication may be done to ascertain their prequalification/disqualification.*	Noted & Confirmed
2	**TECHNICAL TERMS AND CONDITIONS:** Bidders are requested to go through the Technical specification document in Annexure II along with other Technical annexures (such as Drawings, datasheets, SOR etc.) and other Technical terms & conditions mentioned elsewhere in this tender document. **Note:** *i) The bidders who intend to participate in the tendering process shall meet all the minimum requirements as per the Technical document and only such bidders shall be technically qualified for further evaluation. Bidders are to know that no further communication may be done to ascertain their prequalification.* *ii) The intending bidders shall have to furnish documents as mentioned in the Technical documents (if any), failure to which the offer may be rejected without any further communication.* *iii) The offers with incomplete /irrelevant documents / anomalies/deviation may be*	Noted & Confirmed

Bidder's Signature with Official Stamp:

	straightway rejected without any communication. *iv) Bidder is requested to submit the Technical documents (Annexure B), duly signed and stamped as a token of acceptance of meeting all the required criteria as per the document.*	
3	**<u>EVALUATION OF TENDER</u>:** Evaluation will be done on "**ITEMWISE LOWEST OFFER**" basis. **<u>Note:</u>** *i) During Price evaluation, loading for taxes and duties like GST rate or any other charges as quoted by the vendor, (wherever applicable) and Packing & forwarding charges & Transportation including transit insurance quoted by the vendor to Refinery site shall be loaded for price evaluation.* *ii) Comparison shall be made against the **final Landing Costs** at NRL Site.*	Noted &Confirmed
4	**<u>PRICE BASIS:</u>** Quoted price shall be **FOR NRL Site Numaligarh delivery basis;** separately indicating Basic Price (on Ex-works), P&F (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. **<u>Note:</u>** i) *Bidder to quote Unit Price (FOR NRL Site), Taxes, Duties, all other charges (i.e. P&F, Freight, TPI/ IBR Charges) in online BoQ/Priced Bid in "XLS" format strictly as per instructions provided. Charges quoted elsewhere shall be ignored and will not be taken into consideration.* ii) *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.* iii) *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.* *iv) 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.* v) *Currency for the Bidding shall be INR (Indian Rupee Rate).*	Noted & Confirmed
5	**<u>OFFER VALIDITY</u>:** Bid shall remain valid for period of 180 days from the date of bid opening.	Noted & Confirmed
6	**<u>PRICE IMPLICATIONS NOT PERMITTED</u>:** a) Any increase/ decrease in price submitted by Supplier after submission of offer without any query will be treated as unsolicited. b) 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 bidder gives price increase, the bidder shall be advised to withdraw such price increase, and if the bidder does not accept to withdraw price increase, his bid for corresponding item will be rejected. c) In case of unsolicited price decrease, the supplier 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 & Confirmed
7	**<u>TRANSPORTATION AND TRANSIT INSURANCE:</u>** a) Arrangement of Transportation up to respective NRL site delivery basis&	a) Noted &Confirmed

	Transit Risk Insurance are in bidder's scope. b) Please indicate the following: i) Dispatch Point of the goods. ii) Mode of dispatch of goods.	b (i)___________ b (ii)___________
8	**PAYMENT TERMS:** • 100% within 30 days of receipt and acceptance of goods at site against submission of Performance Bank Guarantee (PBG) as applicable. **Note:** *i) Deviation to payment term may lead to rejection of offer.* *ii) Bidders to note that NRL shall release all the payments through e-payment mode (RTGS / NEFT) only and not through any other mode.*	Noted & Confirmed
9	**DELIVERY PERIOD:** ❖ Materials shall be delivered at NRL Site, Numaligarh within **120 days** from the date of placement of PO/LOA.. **Note:** *i) 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.* *ii) 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.* *It will be the sole responsibility of the bidder to arrange for Testing (if any) and submit the testing 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.*	Noted & Confirmed
10	**PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:** *iii)* In case of delay in execution of the order, NRL may at its option, recover from the bidder 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.	Noted & Confirmed
11	**GUARANTEE / WARRANTY :** Total period of warranty/guarantee will be for **18 months** starting from date of acceptance of the system (i.e. date of compliance of punch points of SITE ACCEPTANCE OF THE SYSTEM by NRL). During warranty period the contractor shall be liable to replace / rectify any item/ equipment found defective. All spares and consumables required during the warranty period shall be under the scope of the contractor. Note: i) The above clause is non-negotiable and deviation from the same shall lead to direct disqualification without any further intimation. ii) For details please check NRL GPC in the following link. https://www.nrl.co.in/upload/nrlGPC_Indigenous_2021.pdf	Noted & Confirmed
12	**PERFORMANCE BANK GUARANTEE (PBG):** Vendor will have to provide Performance Bank Guarantee for 3% 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.	Noted & Confirmed

	Please find Performa for PBG submission in the following link- https://www.nrl.co.in/upload/nrlGPC2_PROFORMA_OF_BANK_GUARANTEE_FOR_INDIGENOUS_PURCHASE.pdf	
13	**GOODS AND SERVICES TAX (GST):** Please confirm the indication of Present rate of GST payable extra on finished products in the BoQ in terms of your quoted Price.	Confirmed
14	**REPEAT ORDER:** Repeat Order may be placed within 12 months from the date of the original order at the same prices, terms & conditions. Please confirm acceptance.The prices should be valid for a minimum period of 1 (one) Year.	Noted & Confirmed
15	**PART ORDER:** Bidder to confirm acceptance of Part Order.	Confirmed
16	**FIRMNESS OF PRICES:** Quoted prices shall remain firm and fixed till the complete execution of the order.	Noted & Confirmed
17	**MSE (MICRO & SMALL ENTERPRISES) POLICY:** a) Please confirm whether Bidder is a registered Micro & Small Enterprise (MSE) **(Yes/No)**: b) Whether MSE is owned by SC/ST Entrepreneurs. **(Yes/No):** c) Whether MSE is owned by Woman Entrepreneurs. **(Yes/No):** **Note:** *i) MSE bidder has to mandatorily submit a copy of Udyam Registration Certificate (https://udyamregistration.gov.in).* *ii) If the bidder fails to submit Udyam Registration Certificate in the original offer, the bidder shall not be considered for evaluation as MSE.* *iii) The price benefit/preference as per MSE policy will be extended only to the original manufacturer and not to trader/dealer.* *iv) Bidder to note that – 'In case a bidder is eligible to seek benefit under 'PPLC Policy-Amended 2020-21)' and 'MSE Policy (PPP-2012)' both, then the bidder should categorically seek benefits against only one of the two policies (i.e. either PP-LC or MSE policy) by filling Form-F (i.e. Undertaking For Applicability of Policy) of Annexure XI.* *For other details please refer to Annexure X.*	a)____________ b)____________ c)_____________
18	**PP-LC (PURCHASE POLICY LINKED WITH LOCAL CONTENT) POLICY:** **(Applicable for tender value more than 1 Cr)** Please confirm whether a) Bidder has claimed benefit as per PP-LC Policy enclosed with this tender **(Yes/No):** b) If yes, bidder to confirm the mandatory submission of ' FORM A: Calculation of Local Content' provided in Annexure XI(PP-LC Policy of NRL) along with their priced bid: **Important Note:** *(i) Bidder to note that – 'In case a bidder is eligible to seek benefit under 'PPLC Policy-Amended 2020-21)' and 'MSE Policy (PPP-2012)' both, then the bidder should categorically seek benefits against only one of the two policies (i.e. either PP-LC or MSE policy) by filling Form-1 (i.e. Undertaking For Applicability of Policy) of Annexure XI.* *(ii) For details please refer to annexure XI and PP LC policy of Govt of India attached with the tender.*	a)______________ b)______________
19	**SUPPORTING DOCUMENTS FOR STARTUP:** (i) 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.	Noted & Confirmed

Bidder's Signature with Official Stamp:

20	**<u>INTEGRITY PACT</u>**: **(Applicable for tender value more than 1 Cr)** Please confirm the submission of duly filled, Signed and stamped Integrity pact for the subject Tender document.	Confirmed
21	**<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 & Confirmed
22	**<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 & Confirmed
23	**<u>TERMINATION OF CONTRACT:</u>** NRL have the right to terminate the contract with a prior intimation of 01(one) month within the contractual period. Seller shall not be entitled for any compensation because of that.	Noted & Confirmed
24	**<u>SUBMISSION OF E- INVOICE WITH IRN AND QR CODE:</u>** Bidders are requested to submit details of their Turnover of the preceding year in case it is Rs. 50 Cr and above. **<u>Note:</u>** *i) Bidders who fall within this bracket of Turnover of Rs. 50 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. This is as per circular Notification No. 68/2019 issued by Central Board of Indirect Taxes and Customs (CBIC).* *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
25	**<u>PRICE BID UNDERTAKING:</u>** • I/We (Bidder) submit the Price Bid and related activities as envisaged in the Bid document. I/We 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
26	**<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	Confirmed

	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.	
27	**DECLARATION FOR NOT BEING UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS:** • We herewith declare that we are not under liquidation, court receivership or similar proceedings.	Confirmed
28	**EXCEPTIONS AND DEVIATIONS:** 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 exceptions and deviations to bid requirements as per the format in "Annexure F" only. **Note:** • *Please note that exceptions and deviations to this tender may lead to rejection of the offer without intimating the bidder.*	Noted & Confirmed
29	**HSN NO:** Please indicate the HSN code of the goods. *(In case of multiple items, may attach separate list to indicate item wise HSN No)*	_____________
30	**INVOICE COPY SUBMISSION MODE:** Please confirm the mode of Submission of Invoice copy to NRL.	_____________
31	**IMPORTANT NOTES:** a) NRL have the right to terminate the contract with a prior intimation of 01(one) month within the contractual period. Seller shall not be entitled for any compensation because of that. b) Please confirm the submission of all the pages of this tender document; duly filled signed and sealed. c) Bidders are requested not to submit this tender document with page missing/tempered by any means. d) If a particular clause is not applicable/irrelevant, may mention the same in the deviation sheet (Enclosure F). Please note that exceptions and deviations to this tender may lead to rejection of the offer without intimating the bidder. e) 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. f) All other terms and conditions shall be as per NRL's 'General Purchase Conditions (Indigenous)'.Please find NRL's 'General Purchase Conditions (Indigenous)' in the following link: https://www.nrl.co.in/upload/nrlGPC_Indigenous_2021.pdf	Noted & Confirmed

Authorised Signature :
Official Seal :

(TO BE SUBMITTED ON VENDOR'S LETTERHEAD)

INDEMNITY BOND CUM UNDERTAKING

Reference: NRL Tender No:

Recipient Name	: **M/S Numaligarh Refinery Limited**
Assam address	: NRP Complex, NRL site, Numaligarh, Golaghat, Assam-785699. GSTIN No. 18AAACN6984B1ZD
West Bengal address	: Fourth floor, plot no.31, Bharat Bhawan, 118 Prince GulamMd.Shah Road, Golf Green, Kolkata, West Bengal-700095. GSTIN No.19AAACN6984B1ZB
Delhi address	: 6th Floor, 15-17, Tolstoy house, Tolstoy Marg, New Delhi-110001. GSTIN No: 07AAACN6984B2ZF

Sub: Payment of GST Amount and filing of GST Return for availing Input Tax Credit (ITC) by Numaligarh Refinery Limited (NRL).

Sir / Madam,

With reference to payment of GST amount and filing of GST Return for availing Input Tax Credit (ITC) by NRL as per eligibility provisions for the identified Invoices raised by us, we, M/s………………………………………………………………. having our Registered Office at ……………………………………………………………………………. possessing GST Identification No …………………………… hereby declare and undertake as follows:

1. We have disclosed all the facts relating to our firm to M/s Numaligarh Refinery Limited
2. We hereby agreed and undertake to file GSTR-1 on time i.e. 11th of the next month so that NRL can take Input Tax Credit by matching GSTR-2A.
3. We hereby declare that we shall deposit GST for the related invoices by 20th of the succeeding month as per the provision of GST law.
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month.
5. We hereby agree and undertake to indemnify as under:-
    a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.
    b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by you opined by GST Authority.
    c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
        i. Any of our Bank Guarantee executed in your favour, if any,
        ii. Security Deposit paid for any of your work, if any or
        iii. Other unpaid invoices, if any of us raised with recipient

Authorized Signature of the Indemnifier:

Bidder's Signature with Official Stamp:

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 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 join venture falls under any of the above

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

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 voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VII. 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.

VIII. 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.

IX. 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.

X. 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.

<u>Note I:</u> 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.

<u>Note II:</u> 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.

<u>Special Note:</u> 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.

(TO BE SUBMITTED ON VENDOR'S LETTERHEAD)

FORM A

BIDDER'S UNDERTAKING

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

Sub: Certificate of Compliance

Bidder's Details

Job Name :
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 (i)	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.

Place : **Signature** :

Date : **Name** :

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

(TO BE SUBMITTED ON VENDOR'S LETTERHEAD)

FORM B

BIDDER's UNDERTAKING

(For Works Contract)

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

Sub: Certificate of Compliance

Bidder's Details:

Job Name :
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 :-

A (i)	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.

Place: **Signature :**

Date: **Name :**

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

(TO BE SUBMITTED ON VENDOR'S LETTERHEAD)

FORM C

BIDDER's UNDERTAKING

(For Transitional Cases)

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

Sub: Certificate of Compliance

Bidder's Details:

Job Name :
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	:

EXCEPTIONS AND DEVIATION SHEET

Note: *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. Bidder please be noted that deviation to tender terms and condition may lead to rejection of the offer without intimating the bidder.*

Tender No:

Job Name:

SN	BID DOCUMENT PREFERENCE		SUBJECT	DEVIATION
	PAGE	CLAUSE		

Name in Capital :

Authorized Signature :

Official Seal :

Date :

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

Tender No	:OC12000117/JIT
Job Name	:Supply, Installation, Testing & Commissioning of diaphragm vacuum pumps including accessories, consumables and any specific tools for commissioning.

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.

Authorized Signatory of the Bidder :

Official Seal :

Date :

Place :

Note:

(i) *The bidder shall submit a self-declaration as per the format above along with un-priced bid of RFQs. In case any bidder does not submit the self-declaration proforma for black listing / holiday listing, duly filled in even after issue of CQ, his offer shall be commercially rejected.*

(ii) *If this declaration is found to be false, NRL shall have the right to reject that offer and if the bid has resulted in a contract, the contract is liable to be terminated*

(iii) *Please view the Holiday listing policy of NRL in the following link-*
https://www.nrl.co.in/upload/HolidayListingPolicy_12082021.pdf

SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs) BIDDERS

With reference the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006 and subsequent amendments through following notifications:

- Notification S.O. 5670(E), dtd. 9th November, 2018
- Ministry of MSME letter D.O. No. 21(8)/2018-MA dated 13th November, 2018
- MoP&NG letter ref. No. J-25011/35/2016-Gen dated 15th November, 2018
- Development Commissioner (MSME) Letter F.No. 21(3)/2016-MA dated 7th May, 2018
- Gazette Notification no. 2119(E) dated 26.06.2020

Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

A. Qualifying Criteria for MSE Bidder:

(i) MSE bidder has to mandatorily submit a copy of Udyam Registration Certificate (https://udyamregistration.gov.in).

(ii) If the bidder fails to submit Udyam Registration Certificate in the original offer, the bidder shall not be considered for evaluation as MSE.

(iii) The Udyam Registration Certificate shall be valid as on close date of the tender. The certificate may be verified online during the bid evaluation and particulars submitted must be found to be valid in the Udyam website.

(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:

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the “Social Category” in Udyam Registration Certificate should state “SC” or “ST”.

Bidder must include the relevant page of Udyam Registration Certificate wherein the social category of the entrepreneur is mentioned.

C. Additional Qualifying Criteria for MSE Bidders owned by Women Entrepreneurs:

Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be Women.
- In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit notarized copy of the following:

  - In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details or Cancelled Cheque.
  - In case bidder is a partnership firm, certified copy of the partnership deed.
  - In case of company (whether private or public), certified copy of the `Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association

- Self-certification by the women owner declaring herself as women owner of the MSE

The above documents shall not be required to qualify for afore-mentioned benefits when the Udyam registration certificate submitted by the bidder clearly mentions the “Gender” of the MSE and can also be verified online without restriction.

D. Benefits Under The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012

1. Issue of Tender Sets Free of Cost

Bidder’s Signature with Official Stamp:

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.

4. **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.

5. **<u>Clarification:</u>**
   - *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.*

6. **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.*

7. 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.

****

NUMALIGARH REFINERY LIMITED

PP-LC DOCUMENT

COMMERCIAL DEPARTMENT

With reference to Circular No. FP-20013/2/2017-FP-PNG, Dated 17th November, 2020 issued by Ministry of Petroleum and Natural Gas, Government of India, the Policy to provide Purchase Preference (Link with Local Content) (PP-LC) will be applicable.

The detailed PP-LC Policy is enclosed herewith for ready reference of the bidders.

Some of the importance points of the PP-LC Policy are highlighted below:

1. Purchase preference: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
2. The PP-LC Policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, the bidder should declare preference for seeking benefit under PP-LC/MSME or DMEP. (Refer Declaration format Annexure – XVIII)
3. The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.
4. Margin of Purchase preference: The margin of purchase preference shall be 20%.
5. *(When the Tendered item / service / works is divisible or can be spilt)* The contract for not less than 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier/ service provider, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1. However, if L1 bidder happens to be a Class I Local supplier / service provider, the entire procurement value shall be awarded to such bidder.

   (*When the Tendered item / service / works is non-divisible or cannot be spilt)* The tendered item / service / works is non-divisible. Hence, the contract for the entire procurement value would be awarded to the lowest techno-commercially qualified Class I Local supplier/ service provider, subject to matching with L1, if such bidders are available. However, if L1 bidder happens to be a Class I Local supplier/ service provider, the entire procurement value shall be awarded to such bidder.

   Only those Class I Local manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
6. The bidder shall provide Price Break-up in terms of the percentage of local content in the bid.
7. The bidder shall submit an undertaking stating that the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
8. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
9. NRL shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC. The financial penalty shall be over and above the PBG value prescribed in the contract and shall if not be more than an amount equal to 10% of the Contract Price.
10. Bidders are requested to ensure that Local Content is furnished in the unpriced copy of the Price Format (BOQ) against each line item. However, certification etc. as mentioned in the PP-LC policy shall be applicable only for tenders where the PP-LC policy is applicable.

11. In National Competitive Bid procurements of all items not covered by para 4.4(a) and where the estimated value to be procured i.e. total value of enquiry / tender, is less than Rs. 1 Crore shall be exempt from this policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate.

<u>Note:</u>

Bidder is requested to go through the entire PP-LC Policy attached with this tender document.

FORM A:

CALCULATION OF LOCAL CONTENT – SUPPLY CONTRACTS (GOODS)

Name of the Manufacturer:

COST COMPONENT		CALCULATION OF MANUFACTURER COST PER UNIT OF PRODUCT			
		a	**b**	**c = a+b**	**d =a/c**
		Cost (Domestic Component)	Cost (Imported Content)	Cost Total Rs./US$	% Domestic Component
I	Direct Material Cost				
II	Direct Labour Cost				
III	Factory Overhead				
IV	Total Production Cost				

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

% of LC goods = $\frac{\text{Total Domestic component cost (IV.a)}}{\text{Total cost (IV.c)}}$ x 100 %

Name in Capital :

Authorized Signature :

Official Seal :

Date :

FORM B:

DECLARATION FOR AVAILING PURCHASE PREFERENCE

SN	Parameter	Declaration	Bidder's Confirmation
1	We confirm that our offer is achieving the minimum local content target as per clause no. 4.4 of PP-LC Policy (enclosed elsewhere in the bidding document) and the requisite. Undertaking along with supporting certificate (if required) is submitted in Un priced Bid	Yes/No	__________ (Please provide your reply)
2	Whether bidder is an MSE bidder? (*If yes- Necessary documents to be attached along with unpriced part of the bid. Refer relevant Annexure for documents to be submitted by MSE bidders.)*	Yes/No	__________ (Please provide your reply)
3	We confirm to submit Local Content Certificate with each Invoice Raised.	YES	Confirmed.
4	We confirm that we have properly gone through and understood the PP-LC Policy attached with the tender document and hereby undertake to adhere to the same as applicable.	YES	Confirmed.

Note:

While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under: 1. MSE bidder (PPP-2012) 2. PPLC complied bidder (PP-LC).

Name in Capital :

Authorized Signature :

Official Seal :

Date :

Illustrative scenarios:

A. Non divisible item

L1 bidder is non MSE or other than class-I local supplier

L2 bidder is Class-I local supplier (within 20% e.g. quoted price of L2 is 8% higher than L1)

L3 bidder is MSE bidder (within 15% e.g. quoted price of L3 is 10% higher than L1)

MSE bidder shall be given preference to match the L1 evaluated price. If L3 (MSE) bidder

matches the L1 evaluated price, order for full quantity shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (Class-I local supplier).

B. Divisible item

L1 bidder is non MSE or other than class-I local supplier

L2 bidder is Class-I local supplier (within 20% e.g. quoted price of L2 is 8% higher than L1)

L3 bidder is MSE bidder (within 15% e.g. quoted price of L3 is 10% higher than L1)
MSE bidder shall be given preference to match the L1 evaluated price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document (i.e., 25% of the quantities against the item(s)). For the balance quantity (i.e. 50% of tendered quantity / value) option for matching the L1 evaluated price shall be given to L2 bidder (Class-I local supplier). Balance quantity (i.e., 25% of the quantities against the item(s)) shall be awarded to natural lowest bidder.

In above case, if there will be 2 or more MSE bidder within 15%, then 25% quantity shall be distributed proportionately / equally among the MSEs who have agreed to match the L1 prices.

C. In case **lowest bidder is a MSE bidder**, the entire quantity shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.

D. In case **lowest bidder is a Class-I local supplier**, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only. Hence, 25% of the total quantity will be awarded to MSE upon matching with L1 price, if MSE's quoted price is within 15% bracket. Balance 75% will be awarded to the Class-I L1 bidder.

E. In case purchase preference is applicable, but negotiation is to be conducted with L1

bidder, negotiation shall be carried out. MSE and/or Class-I local supplier shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 20% (for Class-I local supplier)/ 15% (for MSEs) as compared to L1 bidder provided they were within 20% (for Class-I local supplier)/ 15% (for MSEs) of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to originally L1 bidder.

a) 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.

The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid along with Statutory Auditor's Certificate (if required) as stated in Clause 7.1.2 of the said PP-LC Policy in this Tender Document.

FORM C:

(TO BE SUBMITTED ON VENDOR'S LETTERHEAD)

UNDERTAKING

(Where the total quoted value is less than INR 10 Crore)

I __________________________ , Son/ Daughter of_______________________ , do solemnly affirm and state as under:

1. That I am the __________________________________ <<*Designation of the authorized signatory*>> of __________________________________, and I am duly authorized to furnish this undertaking declaration on behalf of____,

2. That_______________________ has submitted its bid no_______________________ dated _________ against bidding document no. _________ , dated________________ , for______________________, item / works for _______________________.

3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) 2017 (PP-LC) Policy, enclosed in the above bidding document.

4. We hereby confirm that our offer is achieving the minimum local content target as per of PP-LC Policy.

5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

Name in Capital :

Authorized Signature :

Official Seal :

Date :

(Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.)

FORM D:

(TO BE SUBMITTED ON VENDOR'S LETTERHEAD)

UNDERTAKING

(Where the total quoted value is INR 10 Crore or above)

CERTIFICATION BY THE BIDDER

I____, Son/ Daughter of_________________________

____________________________, do solemnly affirm and state as under.

1. I am the ____, <<Designation of the authorized signatory>> of _____________________________________, and I am duly authorized to furnish this undertaking declaration on behalf of ____________________________.

2. That________________________, has submitted its bid no ______________________ dated _________, against bidding document no ____________________, dated ________________, for _________________ , item / works for___________________.

3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) 2017 (PP-LC) Policy, enclosed in the above bidding document.

4. We hereby confirm that our offer is achieving the minimum local content target as per of PP-LC Policy and the break-up of the same is provided in the Priced bid.

5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

Name in Capital :

Authorized Signature :

Official Seal :

Date :

FORM E:

(TO BE SUBMITTED ON VENDOR'S LETTERHEAD)

UNDERTAKING

(Where the total quoted value is INR 10 Crore or above)

CERTIFICATION BY THE STATUTORY AUDITOR / CHARTERED ACCOUNTANT OF THE BIDDER

We,_______________________________________ , a CA firm having our registered office address

____

and certificate number ____________________________________, certify that we are statutory auditor of the Company M/s _________________________________, having its registered office at ____,

OR

We,____ , a CA firm having our registered office address ____ ,

and certificate number ___________________________________, certify that statutory auditor is not mandatory for the company M/s. ____ having its registered office at ____, as per prevailing law and we are practicing Chartered Accountant, not being an employee / Director and not having any interest in the company. We have understood the provisions of Purchase Preference (Linked with Local content) 2017/ (PP- LC) Policy, enclosed in the above bidding document.

We hereby certify that offer is achieving the minimum local content target as per of PP-LC Policy.

(Statutory auditor / Chartered Accountant of the bidder)

Note:

This undertaking shall be certified by:

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. Details given in clause 7.1.2 of the PP-LC Policy enclosed herewith.

Name in Capital :

Authorized Signature :

Official Seal :

Date :

FORM-F:

UNDERTAKING FOR APPLICABILITY OF POLICY

To,

CGM (Commercial)
Numaligarh Refinery Limited.
Commercial Dept, Pankagrant,PO-NR Project,
Dist – Golaghat. PIN-785699, Assam

Tender No	: **OC01000374/BHA**
Job Name	: Procurement of Flanges & Pipe Fittings for RTA 2023 as well as for General consumption.

Dear Sir,

We, M/s________________________________ (Name of Bidder) hereby confirm that following purchase preference to be considered:

Description	**Preference (Please Tick √)**
Purchase Preference linked with Local Content (PP-LC Policy-Amended 2020-21) (Circular Dated 17 November'2020 by MOP & NG vide No. FP-20013/2/2017-FP-PNG applicable w.e.f 01.10.2020)	
OR	
Purchase Preference under Public Procurement Policy for MSE (PPP-2012)	

Note:

(i) Please indicate your preference against only one policy.

(ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).

(iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.

(iv) In case an MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and EMD shall continue to be available to MSE Bidders

(v) The option once exercised cannot be modified subsequently.

Yours Faithfully,

Name in capital of Supplier/Contractor :
Authorized Signatory :
Designation :
Official Rubber Stamp :
Date :

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 b entitled to continue the arbitration proceedings not withstanding 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 there under 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 and 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. an / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.

d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider an deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director.

e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.

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.

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 INSTRUCTIONS TO BIDDER

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

1.1. PAYMENT TERM:

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

1.2. PERFORMANCE BANK GUARANTEE (PBG):

NRL at its discretion may not consider a bidder for evaluation/ reject the offer in case of deviation from the Performance Bank Guarantee (PBG) clause indicated in Agreed Terms & Conditions (ATC).

In case a supplier offers to give a PBG for less than 3% 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 3% PBG for 18+3=21 months):

1.2.1. IN CASE OF DIFFERENTIAL PERIOD:

DESCRIPTION	LOADING
3% for 21 months	No loading
3% for 18 months	3% x 3/21 = 0.43%
3% for 12 months	3% x 9/21 = 1.29%
3% for 06 months	3% x15/21 = 2.14%
No PBG	3%

1.2.2. IN CASE OF DIFFERENTIAL AMOUNT:

DESCRIPTION	LOADING
Amount Offered by Bidder 3%	No loading
Amount Offered by Bidder Less than 3%	Differential between the offered percentage and 3%

1.3. <u>PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:</u>

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

1.4. <u>DELIVERY PERIOD:</u>

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.

1.5. <u>PAST TRACK RECORD OF PERFORMANCE</u>:

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.

2. INSTRUCTION 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.

2.1. 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 log 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 price 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**

****

Bidder's Signature with Official Stamp: