

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

FOR

“Supply, Installation, Testing and Commissioning of pipeline network for natural gas supply to NRL Township & CISF Colony (COMM/C08/4512).”

Tender No. OC08000066/BHU

PART – I: UN-PRICED BID

**PREPARED & ISSUED BY
NUMALIGARH REFINERY LIMITED**

(A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED
NOTICE INVITING TENDER (NIT)

1. Numaligarh Refinery Limited (NRL) invites ONLINE bid (E-tender) from competent and experienced indian suppliers 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 for the following item:

Supply, Installation, Testing and Commissioning of pipeline network for natural gas supply to NRL Township & CISF Colony (COMM/C08/4512).	
(Tender No : OC08000066/BHU)	
Tender Publish Date	19-06-2017 at 15-00 Hrs.
Tender document download end date & time	12-07-2017 at 11-00 Hrs.
Pre-bid Meeting	05-07-2017 at 11-00 Hrs
Bid Submission end date & time	12-07-2017 at 11-00 Hrs.
Bid opening date & time (Technical Bid):	13-07-2017 after 11-00 Hrs.
Tender Withdrawal Time End Date :	12-07-2017 at 10-00 Hrs.

- All amendment, corrigendum, addendum, extension of due date, etc. shall be uploaded in website (<http://eprocure.gov.in/eprocure/app>) only.

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

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

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

Note:

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

3. **PRE-QUALIFICATION CRITERIA (PQC):**

- The bidder must have requisite experience on Natural Gas pipeline (Supply, laying testing and commissioning) Project in any PSU, authorized CGD owner or Govt. organization in India in installation of PE 80/PE 100 yellow/orange MDPE underground natural gas pipeline (Gas pipeline shall be as per specification mentioned by PNGRB in T4S regulation) network of sizes ranging from 20 mm OD to 160 mm OD for a minimum length of 20 km gas pipeline

In addition to above, the bidder must have experience in any PSU, authorized CGD owner or Govt. organization of having successfully completed work on Natural Gas Supply Project in

installation & commissioning of PE 80/PE 100 yellow/orange MDPE underground natural gas pipeline network in India during last 10 (ten) years reckoned from the date of publishing the NIT of value as given below)

- a. One similar completed work costing not less than **INR 176.40 Lacs**
OR
- b. Two similar completed works of total value not less than **INR 141.12 Lacs**
OR
- c. Three similar works of a total value not less than **INR 105.84 Lacs**

The bidder shall submit the following documents to substantiate their claim in compliance to the Pre-Qualification Criteria (PQC) as stated above:

- Copy of Work Order and completion certificate issued by any PSU, authorized CGD owner or Govt. organization in India for a completed work as per above must be enclosed with the offer, without which Bidder's qualification will not be considered.

ANNUAL TURNOVER: The bidder must have an **average annual turnover of Rs. 120 Lacs (One Crore Twenty Lacs)** during the last 03 (Three) financial years ending 31st March 2017.

The Bidder shall enclose the documents with the offer for audited financial results of the above mentioned financial year, without which Bidder's qualification will not be considered.

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

4. **PRE-BID DISCUSSION :**

Pre bid discussion with prospective bidders has been scheduled on 05.07.2017 (11.00 A.M) at the following venue to address, discuss, understand, clarify and interact w.r.t. any clause of the tender:

**Numaligarh Refinery Limited
Commercial Dept, Pankagrang,
PO- NR Project, Dist – Golaghat
PIN-785699, Assam.**

5. **BID REJECTION CRITERIA:**

- **BRC 1:** The total quoted Lumpsum Price towards **procurement / supply of items/ materials shall not exceed 70% (seventy percent)** of the total quoted lumpsum price.
- **BRC 2 :** All services or charges incidental to the supply (like P&F, TPI, Testing Charges, freight etc.) shall be in bidder's scope. However, Assam Entry Tax (as applicable) and Transit insurance will be in NRL Scope (Such charges have to be quoted online as per given online priced bid format).
- **BRC 3 :** Payment terms shall be accepted as per technical document without deviation.
- **BRC 4 :** General Purchase Conditions (GPC) of NRL shall be accepted with deviation.
- **BRC 5:** 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. 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.

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

- a) Documents in support of PQC.
- b) PAN No., Service Tax Registration No. and EPF Registration No., Current income tax challan, Registration certificate /Trade license certificate/ Enlistment certificate / Incorporation certificate in any Govt. deptt. / Statutory body / PSU shall be submitted
Such other certificates if any as defined in the ITB
Copy of partnership deed in case of partnership firm, Memorandum and Article of Association in case of limited company, ownership certificate in case of sole of proprietary firm and Power of Attorney in favour of authorized signatory in case the firm is not a proprietary firm.
- c) Agreed Terms & Conditions (ATC) duly filled, signed & stamped. **The commercial terms & conditions should not be repeated in the offer.**
- d) In case bidder is Micro & Small Enterprise (MSE), EM-II Certificate & Indemnity Bond as per clause no. 8 of this NIT.
- e) Duly signed & stamped copy of Technical Document, Drawings/Diagrams etc. enclosed with this tender.
- f) Duly signed & stamped Integrity Pact.
- g) Proforma for self-declaration of holiday listing/ blacklisting.

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

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

IMPORTANT NOTE:

- (i) *Bidder to quote Unit Price (FOR NRL Site), Taxes, Duties, all other charges (i.e. P&F, Freight, Transit Insurance) & Cenvat Benefit for supply items and basic unit price, service tax including applicable cess and cenvat benefit for service tax items only 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) *If GST will be applicable w.e.f. 01.07.2017, then applicable GST rate will be considered and loaded accordingly during price evaluation. All bidders are requested to fill GST Form attached herewith.*
- (iii) *Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left blank or =0 (zero) in the online priced bid (BoQ) shall be deemed to be inclusive in the quoted price. However, Entry Tax (as applicable) will be in NRL scope and shall be loaded during priced evaluation.*
- (iv) *Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.*

7. **BENEFITS TO MICRO AND SMALL ENTERPRISES:**

With reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

(A) Qualifying Criteria for MSEs vendors:

- (I) MSE bidders must submit Notarized copy of MSE Registration document (all the pages of the EM-II Certificate [Part – II Memorandum]) from any of the following body (or any other body specified by the Ministry of MSME) :
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
- (II) Indemnity Bond (on Rs. 100 Stamp Paper) stating that “The Bidder” shall offer and supply the entire tender quantity from the plant (situated at _____ Plant Address _____), which is having MSE Certification.
- (III) The MSE Registration shall be valid as on date of placement of order.
- (IV) The registration must be for the items /services relevant to the tendered items /services.
- (V) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

Note: Scan copy of Notarized copy of MSE Registration documents (all the pages of the EM-II Certificate [Part – II Memorandum]) to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid and Original/True copy to be submitted in a sealed envelope superscribed as - “Submission of Original Notarized copy of MSE Registration document for the job of “Supply, Installation, Testing and Commissioning of pipeline network for natural gas supply to NRL Township & CISF Colony (COMM/C08/4512).” Tender No: (Tender No : OC08000066/BHU) and to be send to the undersigned on or

before bid submission close date. In absence of above documents, benefit to MSE will not be passed on to bidders.

(B) Purchase Preference for MSE:

In tenders, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their 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 20 percent of total tendered value.

In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to supply the item at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.

(C) Exemption from Earnest Money Deposit (EMD)/ Tender cost for MSE:

Not applicable in this tender.

8. GENERAL:

- i) Bidder should not be under liquidation, court receivership or similar proceedings. Bidder to submit the self certificate in this regard.
- ii) Consortium/Joint venture bids shall not be accepted.
- iii) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- iv) 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.
- v) 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.

Date: 16-06-2016

**GM (Commercial & Legal)
Numaligarh Refinery Limited.
Commercial Dept, Pankagrath,
PO- NR Project, Dist – Golaghat.
PIN-785699, Assam.**

Contact Person: Bhupen Bora
Phone : 03776-265481
Email ID: bhupen.bora@nrl.co.in

NUMALIGARH REFINERY LIMITED
AGREED TERMS & CONDITIONS (ATC)

Bidder M/s _____ Tender No : **OC08000066/BHU**

Offer Ref & Date: _____ Signature : _____

Tel. No/ Mob: _____ Name : _____

E-mail id _____ Official Seal : _____

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

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01.	EVALUATION OF TENDER: Basis of Evaluation of this tender shall be on – ' OVERALL lowest offer basis '. The job is NOT SPLITTABLE .	Noted
02.	Quoted price shall be on FOR NRL Stores basis. Please indicate the following: (a) Despatch Point of the goods: (b) Mode of despatch of goods:	(a) _____ (b) _____
03.	(i) Bidder to quote price for Service /Site Work Part against item sl. no. 10 & 20 of "BoQ/Priced Bid "in "XLS" format"; which shall be inclusive of all taxes & duties except Service Tax. (ii) Bidder to quote price for Supply Part on FOR NRL Site basis; separately indicating Basic Price (on Ex-works), P&F (in % of basic), IBR Inspection Charge (in % of basic), Freight Charge (in % of basic), Transit Insurance (in % of basic), Excise Duty (in %) and CST/ VAT (in %) and Cenvat Credit (in %) against item sl. no. 30 to 410 of "BoQ/Priced Bid "in "XLS" format"; as per instructions provided.	Confirmed.
	NOTE: Where any field in the online priced bid (BoQ) is left blank or =0, the charge, tax or duty shall be considered as either inclusive, nil or not applicable. Charges quoted elsewhere may be ignored in priced bid evaluation and shall not be borne by NRL. Bidders are strictly advised not to submit any additional offer documents mentioning	Noted

	commercial terms and conditions beyond the documents and forms published alongwith this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left unquoted shall be deemed to be inclusive in the quoted price. However, Entry Tax (as applicable) will be in NRL scope and shall be loaded during priced evaluation. Extent of CENVAT benefit on Excise Duty and Service Tax shall also be quoted online. example ED =12.36 (percent) CENVAT credit = 12.36 (percent). For items where ED is inclusive in quoted price but CENVAT benefit is offered@7%, following example is provided- ED =0 (percent) CENVAT credit = 7 (percent). Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.	
04.	Arrangement of Transportation up to NRL Site and Transit Risk Insurance are in bidder's scope. The charges for the same payable extra has been indicated in the BoQ/ Priced bid.	Confirmed.
05.	TAXES & DUTIES: Present applicable Taxes & Duties are Excise Duty, Sales Tax (i.e. CST with form-C/ VAT) on supply and Service Tax on Service part. <i>Note: In case of introduction of GST, the statutory variation in Taxes & Duties shall be payable by buyer provided any benefit on account of GST accruing to the seller should be passed on to the buyer.</i>	Noted Noted.
06.	<u>EXCISE DUTY:</u> (a) Present rate of Excise Duty + Educational Cess payable extra on finished products has been indicated in the BoQ in terms of your QUOTED Price. (b) NRL is entitled to avail cenvat benefit on 100% of applicable Excise Duty. Vendor shall furnish Excise Duty Gate pass for availing cenvat benefit on Excise Duty as quoted in BoQ. (c) Cenvat benefit as confirmed by bidder shall be the minimum value. In case the vendor is unable to pass on the minimum benefit indicated in their BoQ, the differential amount shall be deducted from their bill(s).	Confirmed. Confirmed. Noted & confirmed.
07.	<u>SALES TAX/VAT:</u> (a) Present rate of CST against Form – C / VAT payable on finished products and to be paid extra has been indicated in the BOQ. (b) C-Form will be issued on quarterly basis by NRL after release of full payment against complete supply of order. (c) If CST / VAT is not applicable at present due to any reason, the same shall be borne by Bidder if it becomes applicable later:	Confirmed. Noted Confirmed.

10.	<u>PAYMENT TERM:</u> As per Technical Document. <i>Note: Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode</i>	Confirmed Noted
11.	CONTRACTUAL PERIOD: The completion period for installation, testing including Electrical & Comprehensive Commissioning at site shall be 5 (Five) month from the date of receipt of work order/LOI.	Confirmed.
12.	PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY: 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.	Confirmed
13.	OFFER VALIDITY: Bid shall remain valid for a period of 120 days from the bid due date/extended due date. <i>Note: Incase any bidder quotes shorter bid validity, his offer shall be liable for rejection.</i>	Confirmed.
14.	ACCEPTANCE OF NRL GPC: Acceptance of General Purchase Conditions (GPC) of NRL shall be accepted without deviation.	Confirmed.
15.	Defect Liability Period: As per technical document.	Confirmed.
16.	WE ACCEPT ALL THE TERMS AND CONDITIONS OF Tender, Technical Document, BoQ, GPC - applicable for supply, **GCC- applicable for Service / Site work). ** Intending tenderer may see the General Conditions of Contract (GCC) of NRL at the website www.nrl.co.in	
17.	All other terms & conditions Details of Special condition of contract (SCC), drawing and documents of this tender are referred in the attached annexures.	Noted.
18.	Printed terms and conditions, if any, appearing in 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.	Confirmed.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DATE : _____

ANNUAL TURNOVER IN LAST THREE YEARS

Name of Work : Supply, Installation, Testing and Commissioning of pipeline network for natural gas supply to NRL Township & CISF Colony (COMM/C08/4512).

Tender No. : OC08000066/BHU

Name of Bidder :

Sl. No	Financial Year	Turnover
1	2014-2015	
2	2015-2016	
3	2016-2017	

Copy of audited Trading & P/L accounts of respective years to be provided.

(SIGNATURE OF BIDDER)

DETAILS OF PAST EXPERINCE DURING THE PAST TEN YEARS

Name of Work : Supply, Installation, Testing and Commissioning of pipeline network for natural gas supply to NRL Township & CISF Colony (COMM/C08/4512).

Tender No. : OC08000066/BHU

Name of Bidder :

Sl.No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual completion time
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(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS

Name of Work : Supply, Installation, Testing and Commissioning of pipeline network for natural gas supply to NRL Township & CISF Colony (COMM/C08/4512).

Tender No. : OC08000066/BHU

Name of Bidder :

We confirm that our bid complies to the total techno-commercial requirements of bidding document with the following deviation(s):

Sl No	Page No of this Document	Deviation in brief (Details may be attached in separate sheets and may be mailed prior to pre-bid meeting)

Total Nos of deviations stated above

Deviations stated in other (..... Nos of) pages

(SIGNATURE OF BIDDER)

CLAUSES RELATED TO ARBITRATION SHALL BE AS PER THE AMENDMENT BELOW WHEREVER THE TERM GCC APPEARS:

110.0 ARBITRATION:

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

FORMAT FOR 'INDEMNITY BOND'
(To be submitted in **Rs. 100 Stamp Paper**)

To,

General Manager (Commercial & Legal)
Numaligarh Refinery Limited,
Commercial Dept, Pankagrang,
PO- NR Project, Dist – Golaghat.
PIN-785699, Assam.

We, M/s _____ having registered office at _____;
hereby declare that we shall offer and supply the entire tender quantity against the
Tender No. OC08000066/BHU for 'Supply, Installation, Testing and Commissioning of
pipeline network for natural gas supply to NRL Township & CISF Colony
(COMM/C08/4512).' from our plant/ factory situated at
_____, if awarded to us; which is having MSE
certification.

Thanking You,

Yours faithfully,

Signature :

Full Name :

Designation :

Date :

Company Seal:

(To be submitted on bidder's letterhead)

UNDERTAKING

Date: _____

To,

General Manager (Commercial & Legal),

Numaligarh Refinery Limited,

Pankagrart, PO: Numaligarh Refinery Project,

Dist-Golaghat (Assam), India

PIN-785699

Fax No.: 03776-265514 / Phone: 03776-265477

E-mail: djd@nrl.co.in

Sub: Declaration for not being under liquidation, court receivership or similar proceedings.

Ref: (Tender No: OC08000066/BHU)

Dear Sir,

We herewith declare that we are not under liquidation, court receivership or similar proceedings.

(Authorized Signatory)

Name & Designation:

Company Seal:

Date:

Place:

VENDOR DETAILS

Bidder is requested to furnish the following information/ details along with their unpriced offer:

1. Vendor name (mandatory):
2. Complete address (State -mandatory):
3. PIN Code (mandatory):
4. Telephone, Fax, mobile & e-mail:
6. ECC No :
7. Excise Registration no :
8. Micro/Small/Medium/ others/ no category (mandatory):
9. Excise Division :
10. Excise Commissionarate:
11. Central Sales tax no :
12. Local/ State sale s tax no :
13. Service Tax Registration no
14. PAN No (mandatory)
15. TIN No:

(Bidder's Signature)

Stamp:

Date:

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PROFOMA FOR SELF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

Name of Work: Supply, Installation, Testing and Commissioning of pipeline network for natural gas supply to NRL Township & CISF Colony (COMM/C08/4512).

Tender No : OC08000066/BHU

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.

Date :

Place :

(Authorized Signatory)

Seal:

Note: Incase any bidder does not submit the self declaration of black listing/Holiday Listing along with un-priced techno-commercial bid, his offer shall be commercially rejected.

GST Form

GST Form

GST Form

Sr.No	Particulars	Details to be provided by the vendor
1	Name of the Dealer / Vendor along with PAN number	
2	Provisional GSTN number, if the vendor has migrated under GST for a particular state together with the address of registered office and branch office (if any) (Give separate line for each such registration)	
3	State in which the vendor is currently registered under indirect tax laws (VAT/CST, excise etc.)	
3(a)	VAT registered premises - (<< pls fill in the detailed address state wise>>)	
3(b)	CST registered premises - (<< pls fill in the detailed address state wise>>)	
3(c)	Excise registered premises - (<< pls fill in the detailed address state wise>>)	
3(d)	Service tax registered premises - (<< pls fill in the detailed address state wise>>)	
4	Under GST regime if the dealer has obtained additional registrations, details of such additional registration obtained. In future if vendor obtains additional registration in a particular state, vendor shall intimate NRL about such registrations (<< Please provide state wise details>>)	
5	HSN code for goods sold to NRL (<< Please provide HSN codes for all goods sold to NRL / dealt by the vendor>>)	
6	SAC code for services provided to NRL (<< Please provide SAC codes for services provided by the dealer / service provider as and when the SAC code is published>>)	
7	If the dealer is currently unregistered due to turnover below threshold, undertaking/letter stating reason for non-obtaining registration	
8	In case of the dealer is located in SEZ, declaration/undertaking/certificate shall be provided	
9	Whether dealer would be registered as a composite dealer in GST regime	

INTEGRITY PACT

NOTE TO BIDDER:

- a. Proforma of Integrity Pact(enclosed) shall be returned by the Bidder(s) along with the bid documents (technical bid in case of 2 part bids), duly signed by the same Signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed shall result in the bid not being considered for further evaluation.
- b. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of the Integrity Pact.
- c. If the contract has been terminated according to the provisions of the Integrity Pact, or if NRL is entitled to terminate the contract according to the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Contractor / Supplier Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee as per provisions of the Integrity Pact.
- d. Bidders may raise disputes / complaints, if any, with the Independent External Monitor(s) through telephone and email followed by written document or telephone and written document. However date of receipt of complaint shall be the date of receipt of signed written document only.

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

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

**Prof. Ashoke Kumar Dutta,
50 Jatin Das Road,
KOLKATA - 700029
Mobile- 91-9433096675
Landline- 033-24666625
Email: ashokedutta@hotmail.com**

INTEGRITY PACT

Between

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

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



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- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.



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Section 2 - Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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



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Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.



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- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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



Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Bzon

.....
For the Principal



Place

Date

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

Witness1:.....
(Signature/Name/Address)

Witness2:.....
(Signature/Name/Address)

NUMALIGARH REFINERY LIMITED
General Purchase Conditions (Indigenous)

Definition:

1. 'NRL' means 'Numaligarh Refinery Limited'.
2. 'Vendor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.
3. Banker: Unless otherwise specified, NRL's banker at Numaligarh shall be: State Bank of India, NRL Complex, P.O. NR Project, Pin: 785699, Dist. Golaghat, Assam. Bank Code: 5377.

1	Price Basis	Prices are to be quoted on FOT NRL Site, Numaligarh basis (or, FOT NRL Guwahati/New Delhi/Calcutta basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight and transit insurance charges, (all in % age).
2	Firm Price	Quoted prices shall remain firm and fixed till complete execution of the order.
3	Payment Term	Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods."
4	Weights & Measurements	All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.
5	Qty. Tolerance	For items like Structural Steel, Tor Steel, Cement, Bulk Chemical 0.5 % qty tolerance by weight and for Cable and Pipe materials 0.5 % qty tolerance by length shall be permissible.
6	Transportation	Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope. The materials to be dispatched through a transporter registered as per Carriage by Road Act 2007 and Carriage by Road Rules 2011. The Consignment Note/ Lorry receipt must carry the registration number as per the rules stated in The Carriage by Road Rules, 2011 Material shall be delivered in a truck/vehicle having valid documents like Vehicle Registration Certificate, Insurance Certificate, Pollution Under Control Certificate, Fitness Certificate. The vehicle shall not be overloaded and drivers shall have valid driving license
7	Despatch	Unless otherwise specified, all LR/RR etc. must be in the name of Numaligarh Refinery Limited and not 'Self'. Any demurrage or wharfage paid by NRL to the carriers due to consignments being booked as 'Self' will be recovered from the vendor. No consignment shall be booked on 'Said to Contain' basis. If so, it will be at vendor's own responsibility and risk.
8	Packing, Marking, Shipping & Documentation	All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Destination, Item Net & Gross

		Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list. Details given in the "Packing, Marking, Shipping and Documentation Specification for Indigenous Materials" - wherever enclosed with a Purchase Order shall be strictly followed.
9	Test Certificate	Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished along with supplies. In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.
10	GUARANTEE / WARRANTY:	10.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 24 months from the date of last despatch whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. 10.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at NRL's concerned location at vendor's risk and cost on due notice. 10.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, NRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility. 10.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced. 10.5. The replacement goods/services shall follow the same Quality Assurance Plan.
11	Insurance Charges	Transit insurance shall be in NRL's scope only when specifically agreed upon. In such cases, vendor shall intimate despatch details and value of goods in advance per fax for transit insurance coverage.
12	Bank Charges	Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.
13	Offer Validity	The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry.
14	Taxes & Duties	In case of applicability of Excise Duty (ED), relevant ED paid challan-cum-invoice must accompany supplies. For claiming Sales Tax, particulars of Sales Tax registration certificate shall be furnished along with invoices. Statutory variation in taxes & duties within the contractual delivery period shall be borne by NRL. However, in case of delay on a/c of vendor, any new or additional taxes & duties imposed after the contractual delivery date shall be borne by the vendor. NRL's CST No. : 18329903946 TIN No. (Assam) : 18190032390

		PAN : AAACN6984B Excise Regn No. : AAACN6984BXM001 ECC : AAACN6984BXM001; Excise Range : Golaghat – 1 (Assam) ; Division: Jorhat (Assam); Collectorate : Shillong (Meghalaya). Service Tax Regn No. AAACN6984BST001
15	Delivery Period & Delayed Delivery	The delivery period quoted/agreed shall be strictly followed. Failing supplies in time, NRL reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the vendor. In case of delay in execution of the order, NRL may at its option, recover from the vendor price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.
16	Repeat Order	Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.
17	Part Order	Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.
18	Changes in Terms & Conditions	NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered
19	Right of Rejection	NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.
20	Arbitration	SETTLEMENT OF DISPUTES FOR THE SETTLEMENT OF DISPUTES WITH THE PRIVATE PARTIES; All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavored to be amicably settled by the parties in the following manner: a) At the first instance by the Engineer-In-Charge/ Purchase Officer b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorized representatives of Chief Executive of NRL. c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. d) In case party is not satisfied with the above, the matter will be referred to Arbitration. e) The option of amicably settling the dispute will be open at any time during

	and post arbitration or court litigation or Tribunal or in any other jurisdictional forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other jurisdictional forum(s). <u>Arbitration Clause:</u> (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.
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		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
21	Jurisdiction	All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat only.
22	RECEIPT & CONFIRMATION OF ORDER	The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to NRL.
23	Distribution of Documents	Invoices and other original despatch documents in case of direct payment and advance copies of despatch documents in case of thro' Bank payments, shall be sent to the Commercial & Warehouse of NRL individually.
24	Conflict among other Terms and Conditions	In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular Purchase Order, the latter shall prevail to the extent applicable.
25	Non Assignment	The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.
26	Control Regulations	Vendor shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.
27	Govt. Policy	The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.
28	PURCHASE PREFERENCE TO MSE :	NRL reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs being within specified percentage as compared to L1 vendor at the time of evaluation of the price bid and its agreeing to L1 rates.
29	Performance Bank Guarantee	Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). Proforma of Bank Guarantee for Indigenous Purchase (Performance) is available at www.nrl.co.in in Tender Room section. 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.
30	Spare Parts	The vendor must furnish itemized and price list of spare parts required for two year's operation of equipments wherever applicable. The vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as in interchangeability chart, wherever applicable.
31	Force Majeure	Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing,

		hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause: (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone other natural disaster; (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion; (iii) epidemic, plague or quarantine; (iv) air crash, shipwreck, or train wreck; (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; (vi)radioactive contamination or ionizing radiation; Notice and Reporting: The Vendor shall as soon as reasonably practicable after the date of commence of the event of Force Majeure, but in any event no later than seven (7) days after such commencement date, notify NRL in writing of such event of Force Majeure. Mitigation Responsibility: The Vendor shall use all reasonable endeavour, acting as Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavour during or following any such event of Force Majeure. Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause, the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure. Force Majeure Events Exceeding 60 Days : If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days then NRL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the Impediments caused by the Force Majeure event.
32	Sales Conditions	On the issue of Purchase Order after process of tender, vendor waives and considers as cancelled any of his general sales conditions.
33	New & Unused Materials	All the material supplied by the vendor shall be brand new, unused and of recent manufacture.
34	LIMITATION OF LIABILITY (FOR INDIAN/ FOREIGN BIDDERS)	The aggregate liability of the vendor to the owner (whether bases on contract or tort including negligence and strict or absolute liability) arising out of or under this contract shall not exceed purchase price of this contract provided that no such limit shall apply in respect of: i. Any liability pursuant to vendors indemnity obligations under the contract; or ii. Any loss resulting from fraud, intention or willful misconduct or illegal or

		unlawful acts or omissions of vendor, its affiliates or any sub-vendor of any supplier or any of its or their respective officers, directors, employees, servants of agents; or iv. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; v. Any liability under clause 15.0 of General Purchase Conditions (indigenous) of NRL and clause 5.0 of General Purchase Conditions (imports) of NRL. AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner. However, neither party shall be liable to the other party for any indirect and consequential losses on account of production, revenue or profit.
35	Compliance of Regulations	Vendor warrants that all goods/ Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.
36	Integrity Pact	Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.
37	Anti-Competitive Agreements/ Abuse of Dominant Position	The Competition Act, 2002 as amended by the Competition Amendment) Act 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. NRL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
