NUMALIGARH
REFINERY
LIMITED

A GOVERNMENT OF INDIA ENTERPRISE

(Domestic Open Tender)

TENDER DOCUMENT

FOR

Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

[E-file Number: PUR-ESTATE-1009565]

Tender No: PUR1009565

Tender Type: Service Contract

Location of Execution: NRL Township, Numaligarh, Assam

Bidder's offer ref: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Dtd. _ _ _ _ _ _ _ _ _ _

PART–I: UNPRICED BID

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PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

NOTICE INVITING TENDER

Contact Persons for this tender: Mr. Siddhartha Sankar Bordoloi [सिद्धार्थ शंकर बरदोलै]; Dy. General Manager (Commercial), Numaligarh Refinery Limited E-mail ID: siddhartha.s.bordoloi@nrl.co.in

Our Reference: Tender **No. PUR1009565** Date: 21-04-2025

Tender document for the job: Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township.

Relaxations pertaining to 'prior turnover' and 'prior experience' for MSE and 'Start Up' bidders which meets the quality and technical specifications described in the tender, are applicable in this tender, subject to submission of valid supporting documents by the bidder with his bid [Please refer "Annexure-X"].

Dear Sirs,

Online offers in **Two Part Bid** is invited from competent and experienced domestic (Indian) bidders by Numaligarh Refinery Ltd. for the job as detailed below:

<table>
<tr><td>1.</td><td>Earnest Money Deposit:</td><td colspan="2">Rs.198,000.00 (Rupees One Lakh and Ninety-Eight Thousand only).

The EMD must be submitted online on the portal of HDFC bank (instructions at Annexure-XVII below) and its receipt must be uploaded along with the offer. If the EMD is not received along with the offer, the offer shall not be accepted.

However, MSE bidders are exempted from submission of EMD. MSE bidders are required to upload valid MSE registration certificate (as explained in Annexure-X), instead of the EMD deposit receipt, with the bid. Start-ups, as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD. Valid start-up certification in lieu of the EMD deposit receipt should be uploaded with the bid.

Please ignore any other figure if appearing in GeM Bid /GeM Portal.</td></tr>
<tr><td>2.</td><td>Contract Period:</td><td colspan="2">02 (two) years from the date of site handover.</td></tr>
<tr><td>3.</td><td>Place of submission of Bid:</td><td colspan="2">Online in the e-tender portal i.e., https://gem.gov.in
Bids received by any other way of Post, Courier, Fax, Telex or Telegram or Email or in open condition etc. shall not be considered.</td></tr>
<tr><td>4(a)</td><td>Online Bid & EMD Submission:</td><td>As per GeM Portal.</td><td rowspan="2">Please also keep a track of the tender portal / NRL website for any subsequent corrigendum / extension notice.</td></tr>
<tr><td>4(b)</td><td>Bid Opening date & time:</td><td>As per GeM Portal.</td></tr>
<tr><td>5</td><td>Bidder queries, if any / Site Visit:</td><td colspan="2">Latest by 28-04-2025
Queries raised after the above date may not be entertained by NRL.</td></tr>
<tr><td></td><td colspan="3"><u>CLARIFICATION OF BIDDING DOCUMENT:</u>

1) Although the details presented in this Bidding document `consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings which have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

2) Clarification on bidding conditions:

a) Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, ambiguity, error or omission is observed, Bidder may request information/ clarification of the Bidding Document in writing through E-mail so as to reach office of NRL not later than 07 days prior to the last date for submission of bids mentioned above.

b) Where there is disqualification of bidder on non-meeting techno-commercial requirement bidder may submit any representation within 48 hours from the date of uploading technical recommendation (TR).</td></tr>
</table>

	NRL may respond in writing to any request for any information or clarification or query on the bidding conditions, bidding process and/or rejection of its bid - directly to the concerned bidder or by publishing in the e-tendering portal - depending on the nature & content of the information/clarification sought. 3) Any failure by Bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the contract. 4) Bidders are requested to resolve all their clarifications/queries to the Bidding Document before submission of bid and submit their bid in total compliance to Bidding Document without any deviation /stipulation /clarification /assumption. Accordingly, bidder must submit format for "Compliance to bid requirement" as per **ANNEXURE-V** duly sealed & signed along with Un-priced part of bid. 5) The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/Addendum. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, or for any reason at NRL's initiative, shall be published as a Corrigendum /Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid / submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/Addendum are liable to be rejected. 6) Bidder is also advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Any loss to the property /life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep NRL indemnified from any legal consequences arising there from.	
6	**Date & Time of Pre-Bid Meeting / Venue / Contact persons**:	Not Required.
7	**Submission of Bid:**	Bid documents should contain duly filled, signed / sealed / digitally signed copy of this NIT along with all requisite documents/certificates/declarations etc. The signatory of the bid should have valid Power of Attorney for signing the bid "or" should be the proprietor. Power of Attorney "or" Proprietorship Certificate / Proof in the name of the signatory of the bid should be submitted with the bid/tender. Being an e-tender the bid has to submitted online in the e-tender portal i.e. https://gem.gov.in. Kindly refer **"instructions" provided in the GeM Bid Document** for the detailed **Bid Submission** procedure. For any assistance in submission of bid please visit sellers section at https://gem.gov.in/training/training_module or may also contact GeM help desk at https://gem.gov.in/contactUs or https://gem.gov.in/training/facilitators

8. **Scope of work and Supply**:
The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates, Any other Documents, Drawings, Specifications referred in the tender and as per the direction of Engineer-in-charge.

9. **Rates:**
This is a price display manpower tender.

A) MANPOWER ITEMS WITH DISPLAYED ESTIMATES:

I. Rate and Quantity applicable for two years contractual period against three SOR items i.e., item SL. No. 10, 20 and 30 shall be as follows (Table-I):

Table-I: Breakup of Items and Displayed Estimate

SL.	Item	Quantity	Unit of Qty	Manday Rate (in INR)	Amount (in INR)
A. Item SL No.10: Maintenance of Playgrounds and Kaziranga Guest house at NRL Township.					
10.01	Skill Wage From 01.08.2025 to 31.03.2026 (243 Days)	243.00	MDY	₹1,008.00	₹2,44,944.00
10.02	Semi Skill Wage From 01.08.2025 to 31.03.2026 (243 Days)	243.00	MDY	₹898.00	₹2,18,214.00
10.03	Un- Skill Wage From 01.08.2025 to 31.03.2026 (243 Days)	1,944.00	MDY	₹775.00	₹15,06,600.00
10.04	Skill Wage From 01.04.2026 to 31.07.2026 (122 Days)	122.00	MDY	₹1,008.00	₹1,22,976.00
10.05	Semi Skill Wage From 01.04.2026 to 31.07.2026 (122 Days)	122.00	MDY	₹898.00	₹1,09,556.00
10.06	Un- Skill Wage From 01.04.2026 to 31.07.2026 (122 Days)	976.00	MDY	₹775.00	₹7,56,400.00
10.07	Skill Wage From 01.08.2026 to 31.03.2027 (243 Days)	243.00	MDY	₹1,008.00	₹2,44,944.00
10.08	Semi Skill Wage From 01.08.2026 to 31.03.2027 (243 Days)	243.00	MDY	₹898.00	₹2,18,214.00
10.09	Un- Skill Wage From 01.08.2026 to 31.03.2027 (243 Days)	1,944.00	MDY	₹775.00	₹15,06,600.00
10.10	Skill Wage From 01.04.2027 to 31.07.2027 (122 Days)	122.00	MDY	₹1,008.00	₹1,22,976.00
10.11	Semi Skill Wage From 01.04.2027 to 31.07.2027 (122 Days)	122.00	MDY	₹898.00	₹1,09,556.00
10.12	Un- Skill Wage From 01.04.2027 to 31.07.2027 (122 Days)	976.00	MDY	₹775.00	₹7,56,400.00
				Total for BoQ Item SL No.10:	**₹59,17,380.00**
B. Item SL No.20: Execution of miscellaneous jobs Not Covered in other items by Un-skilled Manpower					
20	Execution of miscellaneous jobs NOT Covered in other items by Un-skilled manpower for entire contractual period (i.e. 2 years).	1200	Nos	₹775.00	₹9,30,000.00
C. Item SL No.20: Execution of miscellaneous jobs Not Covered in other items by Semi-skilled Manpower					
30	Execution of miscellaneous jobs NOT Covered in other items by Semi-skilled manpower for entire contractual period. (i.e. 2 years).	400	Nos	₹898.00	₹3,59,200.00
				TOTAL DISPLAYED ESTIMATE FOR TWO YEARS CONTRACTUAL PERIOD [A + B + C]:	**₹72,06,580.00**

TOTAL DISPLAYED ESTIMATE FOR TWO YEARS CONTRACTUAL PERIOD: ₹72,06,580.00 - Excluding Reimbursable items and GST

The estimate shown above in the Table-I is based on manpower rates of NRL and this estimated value does not include profit/overheads. So, a common percentage (over and above the displayed estimate) should be quoted in the GeM Price fields and Excel format uploaded along with this tender document. **Percentage quote below (+6%) and above (+15%) in price BoQ are not allowed/not acceptable.**

Bidder shall quote between the following minimum and maximum quotes in the GeM Portal:

Total Displayed Estimated Amount:	**₹72,06,580.00** Excluding Contractor's profit margin, Reimbursements and GST.
Minimum Amount (Floor Price/Value) (+6% of the displayed estimate) that bidder quotes in GeM Price field shall be:	**₹72,06,580.00 × 1.06 × 1.18 = ₹90,13,990.26 including GST**
Maximum Amount (+15% of the displayed estimate) that bidder quotes in GeM Price field shall not exceed:	**₹72,06,580.00 × 1.15 × 1.18 = ₹97,79,329.06 including GST**

Special Note to Bidder:

i. Bidder shall quote amount in the GeM price field between the minimum and maximum limits prescribed below:
   - Minimum Amount (Floor Price/Value) (+6%) that bidder quotes in GeM Price field shall be at least **₹90,13,990.26**
   - Maximum Amount (+15%) that bidder quotes in GeM Price field shall not exceed **₹97,79,329.06**

ii. In case, bidder quotes below **(+6%) i.e., ₹90,13,990.26 or above (+15%) i.e., ₹97,79,329.06 their offer shall not be considered for further evaluation.**

iii. **TOTAL AMOUNT** (i.e., including contractor's margin and GST) quoted in price bid Excel Sheet and GeM Price Field should be same. In case of mismatch, the amounts quoted in the GeM price fields will be considered for further evaluation.

B) <u>REIMBURSEMENT ITEMS</u>:

These items are **NOT REQUIRED TO BE QUOTED** by bidders. However, NRL will keep additional provision for reimbursement for these items. The maximum provision kept by NRL for the respective reimbursable items are as follows and NRL reserves the right to reimburse against the said provisions based on actuals expense incurred and shall be as per wage rates applicable.

Table-II:

SN	Reimbursable Items	Qty.	Unit	Amount
10	PF Reimbursement	1	LS	₹5,16,066
20	ESI/WCI Reimbursement	1	LS	₹1,10,756
30	Remaining leave reimbursement	1	LS	₹1,95,768
40	Holiday allowance	1	LS	₹2,61,024
50	Reimbursement of Tools & Tackles	1	LS	₹3,00,000
60	Reimbursement of cost of fuel, cost of machine repairing.	1	LS	₹1,20,000
70	Reimbursement of PPE items	1	LS	₹1,26,000
			Total	**₹16,29,614**

GeM Price fields:

Bidder must quote in the excel sheet attached in the GeM Bid document and in GeM Price field. Please follow the steps given below:

Quote Contractor's Profit Percentage in Excel Sheet:
Step 1) Bidder has to download the "price bid excel sheet" from the bid document.
Step 2) Then enter a Contractor's margin in percentage between +6.00 to +15.00. (up to two decimals only).
Step 3) A **TOTAL AMOUNT** including contractor's margin and GST will appear in the TOTAL column.
Step 4) Click Save and close the excel sheet.
Step 5) Upload in GeM: Upload this excel sheet in the designated field (Format of price breakup section) in GeM portal.

AND

Step 6) Enter the amount in GeM Price Field: In GeM price field, enter the **TOTAL AMOUNT** same as appearing in the TOTAL column of the excel sheet (i.e., including contractor's margin and GST).

Any mismatch between the amounts as quoted in the GeM price fields and the GeM excel sheet, then the price as appear in the GeM Price field will be considered for comparison/ evaluation of the tender for determining L1/successful bidder.

Please note that offers with mistakes/mismatches related to price may also be considered invalid and summarily rejected at NRL's discretion.

NRL shall keep separate provisions for Reimbursable Expenses indicated in the SCC. (Not to be quoted). A bidder is required to quote its best price considering the NRL's scope as defined above in the tender.

Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under `Schedule of Rate (SOR)' but is required to complete the work which could be reasonably implied/ inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract (SCC), Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document. Bidders are therefore advised to get themselves acclimatized with the site conditions before quoting.

Post priced bid opening, NRL at its discretion, may ask for a detailed rate analysis from the bidder(s) to ensure understanding of the scope of work by the bidder and for considering the reasonableness and workability of their quote.

Variation of quoted rate(s)/price(s) shall NOT be allowed on any account after due date & time of submission of offer.

Prices quoted by the bidder, shall remain firm, fixed and valid till completion of the contract.

If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

10. **Mode of Tender Evaluation:**

- Job shall be awarded on overall L1 basis and complete order shall be placed on a single agency.

- In case more than one agency becomes L1, then successful bidder will be decided as per GeM mechanism.

  It may also be decided that in case the L1 agency selected through lottery refuses or fails to execute the job, the job (or balance part of the job) may be subsequently offered to any of the other L1 agencies (not selected for award so far), adopting appropriate selection process by NRL like lottery among the remaining interested agencies.
  - In case of "refusal", subsequent award to next eligible agency shall be done within original or extended offer validity.
  - In case of "failure", unexecuted quantities shall be offered to the next eligible agency within maximum one year from the original date of award.

  Defaulting supplier/contractor shall be subject to penalties as per procedure.

11. **Contract Performance Security (CPS)**: **Applicable.**

The successful bidder must submit Contract Performance Security (CPS) 3% of annualized contract value *(refer GCC of NRL for details*) **within 10 days** from the date of notification of the award (LOA).

Same may be deposited in the form of a BG in prescribed format (*provided in Annexure-XX-A*) or through online transfer to the designated bank account of NRL. Detailed Work Order shall be issued/signed after receipt and verification of the requisite contract performance security. Non-submission of CPS within the provided timeline may lead to termination of award, holiday listing and forfeiture of EMD and other penal actions for breach of contract. Please refer clause 3.15, 3.24 and 3.10 of the GCC for further details.

12. **Defect Liability Period: Not Applicable.**

12(B). **Security Deposit: Not Applicable.**

13. **Measurement of work:**
Payment will be made on the basis of joint measurements, taken by the contractor and certified by Site-In-Charge (SIC) / Engineer-in-charge (EIC).

14. **Terms of payment:**
Payment shall be made on the basis of actual executed quantity on monthly basis through Running Account bills. Contractor must submit the monthly bills regularly in time. However, wage payment to the workers cannot be linked by the contractor with payment of monthly bills by NRL. Contractor would be totally responsible for timely release of wage payment to the workers.

Further break-up of payment terms if deemed necessary shall be decided by the E-I-C. The above payments are subject to deductions towards security deposit, income tax and other recoveries as applicable as per terms of the contract.

An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.

Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.20 crores to Rs.10 crores, effective from 1st Oct'2022. Govt. has further reduced the threshold aggregate turnover for applicability of E-invoicing to Rs.5 Crores from 1st August 2023 onwards. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-compliant invoices shall not be accepted for further processing.

For payment administration or issues related to clearance of Tax Invoices, contractors/suppliers may send their request / query etc. to the e-mail ID: livdesk@nrl.co.in

15. **Price, Taxes, Duties:**
Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices including all taxes. It is for the Bidder to assess and ascertain the rate of above taxes & duties applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of above taxes & duties which are based on Bidder's wrong assessment / interpretation of applicability of said taxes & duties.

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

If there is delay beyond contractual completion period for reasons attributable to Contractor, any increase in taxes & duties will be borne by the Contractor and any decrease shall be passed on to Owner.

The prices charged by the supplier/contractor should not exceed the prevailing rates charged by him from others for similar services.

16. **Penalty Clause**:

In case the contractor fails to comply with provisions of tender requirement, penalty (monetary or otherwise) as deemed fit by the Engineer-In-Charge (E-I-C) will be levied as per the provisions in NRL GCC and provisions of the tender and the same shall be final and binding on the contractor.

17. **Other terms and conditions**:

(a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.

(b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.

(c) Variation in the value of the work will not vitiate the contract.

(d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.

(e) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.

(f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.

(g) **Chief Manager (Township & Estate), NRL** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.

(h) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice (or digitally sign the filled-in bid document file) before submission of the tender. All requisite supporting documents should be enclosed. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**

(i) No mobilization advance will be paid to the contractor for execution of this work.

(j) The General Conditions of Contract (GCC) of NRL will be applicable for this contract. The General Conditions of Contract of NRL is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → General Conditions of Contract w.e.f. 09.09.2024

(k) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.

(l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website www.nrl.co.in [Tenders -> Download Manuals -> Circular of Wages for Contract Workmen (New)].**

(m) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 7.2 of GCC).

(n) **The contractor is required to obtain** labour license under Contract Labour (R&A) Act, 1970 & **PF registration number on awarding the contract**, wherever applicable. (Refer clause 8 of GCC).

It may be noted that labour license is required from the contractor only when there is requirement for deployment of 20 (twenty) or more workers or where there is possibility of increase in number of workers to twenty or more during the contract period.

(o) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:

(i) The Contract Labour (Regulation and Abolition) Act,
(ii) The Minimum Wages Act.
(iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
(iv) The Payment of Wages Act,
(v) The Payment of Bonus Act,
(vi) The Employees Provident Fund & Misc. Provisions Act,
(vii) Family Pension Scheme,
(viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Provident Fund

a) PF to be deposited against each worker engaged by the contractor. The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for PF.

b) Contractor has to submit monthly return (ECR) and acknowledgement receipt of the PF deposits along with the bill.

c) Actual calculated PF amount will be withheld from RA bill in case of non submission of the above document.

ESI Fund

a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.

b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.

c) Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document

(p) Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT- wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclone and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administration, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org .

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

i) Seismic zone (II to V) for earthquakes,
ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
iii) Area liable to floods and Probable max. surge height
iv) Thunderstorms history
v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
vi) Landslides incidences with Annual rainfall normal
vii) District wise Probable Max. Precipitation

(q) All bidders are requested to refer to the revised Holiday Listing Policy of NRL made effective from 07.11.2022, available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Holiday Listing Policy (w.e.f. 07.11.2022). It may be noted that NRL's policy for holiday listing/ banning/ debarring of contractors/ suppliers, as prevailing on the date of issue of the show-cause notice, shall be applicable. For updated holiday listing policy, the NRL website www.nrl.co.in shall be referred.

(r) **Contractors' Performance Evaluation:** NRL has adopted a dynamic performance monitoring /evaluation procedure for continuous monitoring and evaluation of contractors, to maintain their accountability and performance. A rating, based on performance shall be assigned for each work executed by a contractor. This rating shall be used in determining eligibility of the bidder in subsequent tenders issued by NRL (or by NRL authorized agencies / PMC / EPCM).

Following are the areas to be covered under continuous evaluation process:

1. Compliance of safety and housekeeping at worksite
2. Resource mobilization/delay in completion
3. Quality of works and documentation
4. Compliance of statutory / regulatory guidelines

Contractor whose performance is evaluated as Unsatisfactory based on pre-defined scoring criteria shall be debarred for 1 year from participating in NRL's tenders from the date of issuing notification by NRL.

Detailed Contractors' Performance Evaluation methodology is available in NRL Website www.nrl.co.in → Tenders → Download Manuals → Contractors' Performance Evaluation Procedure
Performance evaluation shall be applicable for the contract(s) to be awarded under this tender.

(s) **Recovery rate of materials issued to contractor on chargeable basis:** Generally in NRL contracts, scope of supply of all materials, tools & tackles, equipment, machineries and labour is entirely kept under the contactor. However, in the interest of expeditingthe work NRL may supply cement and reinforcement bars to the contractor on chargeable basis on their request and subject to availability at NRL. In such case the contractor has to lift the materialsfrom NRL's warehouse in Refinery premises and transport to the worksite at his own cost.

Wherever materials are issued to contractor on chargeable basis, NRL shall recover the landed cost of the materials (as per rates of latest executed NRL PO, at the time of issuance of materials) plus 15% overhead and applicable GST from contractors RA bills or any other dues.

(t) **Gate Pass System:** "Saral Pravesh" is a platform developed by Numaligarh Refinery Ltd. for applying & issuing of smart card-based Photo Gate Pass required for entering Numaligarh Refinery premises. This is a web based application and web link is available on NRL web site (https://www.nrl.co.in/) under "Day to Day Applications" (Link: https://www.nrl.co.in/icwcs/). Any contractor, consultants, service provider, vendor who is required to deploy their employees, executives, workers, experts etc. at Numaligarh Refinery premises for execution of any work or training shall register in the "Saral Pravesh" system and apply for gate passes through this platform. Respective EICs may be contacted for further details after issuance of LOA / Work Order.

(u) **Trade Receivables Discounting System (TReDS):** Interested bidders are requested to on-board their firm in the TReDS platform and may communicate to NRL in order to avail the facilities that the portal provides.

(v) **Integrity Pact:** All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid of estimated value of Rs. 1 Crore and above not accompanied by Integrity Pact duly signed by the bidder or the bidder not agreeing to submit a copy of the signed integrity pact shall be considered to be a non-responsive bid and shall be rejected. In case any bidder who has signed the integrity pact and subsequently makes any transgression of this code, the bidder is liable for punitive actions such as cancellation of contracts, banning and blacklisting and so on.

The bidders are advised to submit IT PAN No, GST registration Certificate, PF & ESI registration Certificate with their offer.

For CGM (Commercial)
Numaligarh Refinery Limited

PRE-QUALIFICATION CRITERIA (PQC)

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

Relaxations pertaining to 'prior turnover' and 'prior experience' for MSE and 'Start Up' bidders which meets the quality and technical specifications described in the tender, are applicable in this tender, subject to submission of valid supporting documents by the bidder with his bid [Please refer "Annexure-X"].

The intending bidders for above tender should meet all the qualification criteria given below:

A) PAST EXPERIENCE of having **successfully completed** similar works* during last 10 years ending last day of month previous to the one in which the original bid due date falls, should be either of the following:

- **One** similar work costing not less than **Rs.49.59 Lakhs**, or
- **Two** similar works costing not less than **Rs.39.67 Lakhs each**, or
- **Three** similar works costing not less than **Rs.29.75 Lakhs each**.

Note: *Relevant work order copies and corresponding completion certificates are to be enclosed with offer. The completion certificate should consist of Name of Work, Work Order number & date, Actual executed value and Actual completion date. The value of past experience shall be adjusted at a simple rate of 07% for every completed year and / or part thereof ending last day of the month proceeding the month in which the original bid due date falls. The values specified above are executed values, exclusive of GST / Service tax.*
Unless otherwise specifically mentioned in the tender, Provisional Job Completion Certificate or Job Completion Certificate issued against incomplete / in-progress job will not be acceptable.

Similar Works**: ***The contractor has experience in Garden Maintenance / Landscaping / Horticulture job.

B) AVERAGE ANNUAL TURNOVER, of the last 3 (three) financial years, shall be at least Rs.29.75 Lakhs.
Bidders to submit copies of audited profit & loss account for the last three financial years in support of annual turnovers "or" certification of annual turnovers for the last three financial years from a registered chartered accountant firm. Last three financial years mentioned above refers to immediate three preceding financial years wherever the last bid submission date is after 31st December. In case of tenders having last bid submission date up to 31st December and audited / CA certified turnover documents of the preceding financial year is not available, the audited / CA certified turnover documents of the three years prior to preceding financial year will be considered. [May refer illustrative example given at Annexure-VII]

Note:- The average annual turnover is calculated by adding the turnovers of 03 the specified years, divided by 03. If a Bidder does not submit the aforementioned financial statements for three specified years, then Average Annual Turnover will be calculated based on financial figures of only those specified years for which requisite financial statements are submitted. Turnover will be considered '0' (Zero) for the year(s) for which requisite financial statements are not submitted.

Audited Annual Report / financial statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any Financial Report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

 # Please ignore any other figure if appearing in GeM Bid / GeM Portal.

C) POSSESSION OF VALID GST REGISTRATION CERTIFICATE: **Bidders are requested to upload their VALID GSTIN/UIN Certificate / GSTIN Number along with the Bid Document. NRL at its discretion may not consider the bidder's bid for further evaluation if the same is not found uploaded with the bid or not found to be valid in GST portal. Any misinterpretation or misinformation may attract penal action including putting the bidder on holiday / blacklisting as per rules in vogue at NRL.**

******PQC******

IMPORTANT NOTE TO BIDDERS:

a) Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along with their Bid. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid.

NRL at its discretion, may request bidder in writing, to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. If the tenderer does not comply or respond by the specified date, his tender will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. If sought, the bidders can submit only the shortfall information/documents which pre-existed at the time of the tender opening and which have not undergone change since then.

So far as the submission of documents w.r.t. Pre-Qualification Criteria (PQC), after opening of the tenders is concerned, only related shortfall documents may be asked for and considered by NRL [For example, if the bidder has submitted a contract without its completion certificate, the certificate can be asked for and considered. However, no other contract (which was not enclosed or referred in their original Bid), shall be asked for so as to qualify the bidder]. That is, the bidder shall not be allowed to submit new references or documents w.r.t. PQC, which were neither enclosed nor referred to in their original Bid.

If the bidder cites any reference of a job executed for NRL in their original Bid and the bidder is not able to furnish documentary evidence, the internal records of NRL shall be considered.

b) It is to be noted that experience as main contractor will only be taken cognizance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed elsewhere under PSUs, Limited Companies, Government Departments, Quasi Government and Autonomous Bodies. However, in case of sub-contractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will also be acceptable provided the same is endorsed by Engineer-in-charge of NRL.

In support of the experience and value of work executed, the sub-contractors or contractors under private organizations, shall furnish either (i) TDS Certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or (ii) Bank Certificate indicating receipt of payment from the Main Contractor or Private Organization(s) in case of overseas executions / executions under overseas organizations. This will be in addition to the copies of the relevant work order / letter of award and corresponding completion certificate(s).

c) Consortium/Joint venture bids are not acceptable.

d) NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidders 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.

***e) Disqualification**: Even if an applicant meets the eligibility criteria and PQC, he shall be subject to disqualification if he (or any of the constituent partners in case of JV / Consortium / LLP) is found to have:*

1. *Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;*
2. *On account of currency of debarment by NRL / MoPNG.*

***f) Contentions and Disputes**: The PQC shall be interpreted on common usage of terminologies and phrases in this tender instead of legalistic and hair-splitting judgements and NRL's decision in this regard would be final. Hair-splitting, contentious or viciously legalistic interpretations of PQC criteria, disregarding the very rationale of the PQC shall not be entertained.*

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BID REJECTION CRITERIA

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Notwithstanding the above, deviation to the following clauses of Tender Document (and subsequent corrigendum/addendum, if any) shall lead to summarily rejection of Bid:

a) Firm Price (Wherever applicable)

b) Earnest Money Deposit (Bid Security) / Bid Security Declaration / Proof of Exemption (As applicable)

c) Specifications & Scope of Work

d) Schedule of Rates / Price Schedule / Price Basis

e) Duration/Period of Contract / Completion schedule

f) Period of Validity of Bid

g) Price Reduction Schedule / Liquidated Damages

h) Contract Performance Security (Wherever applicable)

i) Warranty / Guarantee / Defect Liability Clauses and Security Deposit, if applicable (Wherever applicable)

j) Clause on Settlement of Disputes – Arbitration / Mediation / Jurisdiction of Court (Unless agreed by NRL at the tendering stage itself)

k) Force Majeure & Applicable Laws

l) Integrity Pact, if Applicable

m) Any other condition(s) specifically mentioned in the Tender Document elsewhere, that non-compliance of the clause will lead to rejection of Bid.

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AGREED TERMS & CONDITIONS (ATC)

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

DULY FILLED, SIGNED & STAMPED COPY OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH BIDDER'S UNPRICED BID WITHOUT ANY DEVIATIONS. SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".

SN	DESCRIPTION	BIDDER'S CONFIRMATION
A	**SCOPE OF WORK AND SUPPLY:** The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates, Any other Documents, Drawings, Specifications referred in the tender and as per the direction of Engineer-in-charge.	Noted & Confirmed
B	**RATES:** Rates should be quoted in line with clause 9 above	Noted & Confirmed
C	**EVALUATION OF TENDER:** Bids shall be evaluated as per clause 10 above	Noted & Confirmed
D	**SECURITY DEPOSIT**: Successful bidders shall be required to furnish security deposit in line with clause 11 & 12 (B). above	Noted & Confirmed
E	**DEFECT LIABILITY PERIOD:** Bids shall be evaluated as per clause 12 above	Noted & Confirmed
F	**MEASUREMENT OF WORK:** Measurements shall be as per clause 13 above and as per SCC below	Noted & Confirmed
G	**PAYMENT TERMS:** Payments shall be made as per clause 14 above and as per SCC below	Noted & Confirmed
H	**PRICE, TAXES, DUTIES:** Shall be as per clause 15 above	Noted & Confirmed
I	**PENALTY CLAUSE:** Shall be as per clause 16 above and NRL's General Conditions of Contract (GCC)	Noted & Confirmed
J	**GST RATE:** Please mention applicable GST rate (in terms of %) for the tendered job	_______________
K	**SAC CODE:** Please mention applicable SAC code for the tendered items	_______________
L	**COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence. In case of delay, attributable to the contractor, penalty / LD shall be applicable under the provisions of the contract / NRL's General Conditions of Contract (GCC)	Noted & Confirmed
M	**COMPLIANCE TO BID REQUIREMENTS:** We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed

SN	DESCRIPTION	BIDDER'S CONFIRMATION
N	**BID VALIDITY:** We hereby undertake that our bid for the above stated work against Tender shall remain valid for a period of **06 (six) months** from the date of bid opening.	Noted & Confirmed
O	**FIRMNESS OF PRICES:** Quoted prices shall remain firm and fixed till complete execution of the job, unless any variation/escalation is specifically mentioned in the tender document.	Noted & Confirmed
P	Bidders who are serving holiday listing/blacklisting/debarment orders by NRL or MoPNG will not be considered for evaluation. Accordingly, the bidder shall submit a self-declaration as per format in **Annexure-XII** on Bidder Company Letter Head. 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.	Confirmed & Submitted
Q	All other terms and conditions shall be as per NRL's 'General Condition of Contracts'.	Noted & Confirmed

SIGNATURE OF BIDDER : ____________

NAME OF BIDDER : ____________

COMPANY SEAL : ____________

DATE : ____________

SPECIAL CONDITIONS OF CONTRACT (SCC) AND SCOPE OF WORK

Scope of work: Scope of work is detailed in Table-I above. A brief scope of work involved in the job is given below:

Maintenance of Playgrounds (two nos.) & Kaziranga Guest House.

Manpower:
Contractor shall deploy 10 manpower:
08 nos. of Unskilled
01 no. of Semi-skilled
01 no. Skilled

Providing Semi-Skill & Unskilled workers:
The contractor have to provide extra semi-skill & unskilled worker as per job requirement with prior approval from EIC/SIC. It will be consumed/ executed as per site requirement and as per instruction of EIC/SIC. Proper gate pass and attendance register have to be maintained accordingly.

Special Condition of Contract:

1. **NRL will provide the grass cutter machine & Lawn mower. However, the Operation & Maintenance cost will be in contractor's scope. In case of any damage of the machine due to mishandling, the cost of the machine shall be recovered from the contractor.**
2. Other tools & tackles have to be purchased by the contractor As per SOR and submit the bill/challan along with their RA bill. Payment will be released based on the same.
3. Work has to be executed inside Township area of NRL including any location under T&E dept such as Kunjakanan and Dhansiri Nagar etc. Jobs have to be executed without any disturbance to normal activities of the Township and its residents.
4. **The workers under this contract may be deployed in any location or job under T&E as per instruction of SIC/EIC.**
5. Proper cleaning of site has to be ensured by the contractor on daily basis during execution.
6. If any damage is caused to existing property (fixed or movable) during execution of the job, the same has to be rectified by the contractor at his own cost.
7. Entry would be permitted to contractor or his workers / employees with valid photo gate passes only, which should be produced whenever asked for by any concerned officials / security staff.
8. The contractor would be deemed to have visited the site and got familiarized with the site conditions and nature of jobs prior to submission of their offers.

A. Job related conditions:

Contractor shall deploy 10 manpower (08 nos. of Unskilled, 01 nos. of Semi-skilled and 01 Skilled) to execute the subject job as per the scope of the work mentioned above and as per item details.

1. No Worker will be allowed to work without necessary PPE .Each worker has to be equipped with PPEs e.g. safety shoe, boiler suit/ uniform, etc.

2. Official duty time will be as per general duty hours or as decided by Engineer-In-Charge. For general information the duty time will be in between from 8:00 AM to 4:00 PM during Normal Working Days. The arrangement has to be made accordingly. Contractor may fix duty time of each Worker accordingly. Duty time should be minimum 08 (Eight) Hours.

3. Without prior approval/ intimation from SIC/EIC, no worker will be allowed to take leave. Such leave shall be treated seriously and appropriate action shall be taken against the worker as deemed fit.

B. Other terms and conditions:

1. Provident Fund

a) PF to be deposited against each worker engaged by the contractor. The worker should have valid gate pass against the particular contract.
b) Contractor has to submit monthly return (ECR) and acknowledgement receipt of the PF deposits along with the bill.
c) Actual calculated PF amount or 16%of bill value will be withheld from RA bill in case of non submission of the above document.

2. ESI Fund

a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract.
b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.
c) Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document.

4. WCI:

The worker that did not cover under ESI, the contractor has to do Workman Compensation Insurance. And the payment shall be release on monthly basis against RA bills.

Safety Items

Safety items should be supplied by the contractor. Materials should be as per specification otherwise it will be rejected. Contractor has to supply with proper Challan & NRL Township gate pass entry. Every bona-fide worker against the particular contract should get the PPE as specified below:

Specification of Uniform:

Dress of sizes Small-Medium-Large made of 100% cotton fabric. The dress should be combination of Shirt/ T-Shirt along with Trouser and Rain coat. Colour shall be decided during Kick off Meeting.

Specification of Safety Shoe:

Safety shoe of sizes 5/6/7/8/9 with ankle protection. The safety shoe should be black or brown in colour and the shoe must conform to IS standard.

Rain Coat:

Contractor shall provide rain coat (2 pc split type) one pair in a year, for all his workers. Providing rain coat for workers with following spec.:
Size: Small/ medium/ large/ Extra-large and of split type (2 pc) rain coat. Made up of rubberized fabrics. No leakage and damp patch should occur.

The job includes but not limited to the followings:

Play Ground: Maintenance of existing playgrounds (02 nos.) at NRL Township as directed by EIC. It includes timely and orderly mowing of lawns, cutting grass, rolling with 2 tone hand roller, ramming the ground, watering, removal of debris, dressing the playground grass/soil, irrigation, de-weeding, pruning, spraying pesticide as per requirement. This also includes jungle cutting and cleaning the peripheral area of the playgrounds.

Kaziranga Guest House: Maintenance of the gardens of Kaziranga Guest House as directed by EIC. It includes timely and orderly mowing of lawns, plantation and maintenance of trees / shrubs/ seasonal flowers / potted plants / hedging plants / ground covers, their fertilization, irrigation, de-weeding, pruning, spraying pesticide as per requirement. This also includes cleaning of flower pots, garden area, walkways and areas within the identified peripheries.

Stacking of manure / good earth shall be done away from the front faces of the roads / buildings / walkways / public approach etc.

i. The contractor shall deploy adequate efficient staffs with required tools and tackles as per requirement. Estimated minimum deployment of workers considered as 08 nos. of unskilled, 01 nos. of semi skilled and 01 no. of skilled on each working day. Contractor is not allowed to decrease or increase the number of workers in any working day during the contractual period without permission from the EIC. Deployment of resources shall be augmented as per site requirement as and when instructed by EIC.

ii. Supervisor(s) shall report to T&E Official / In-charge on every working day and shall properly supervise for compliance to quality, specification and safety requirement.

iii. A "First Aid" box with all necessary medicines shall be kept at the site by the contractor.

iv. No material at any site shall be so stacked or placed as to cause danger or inconvenience to other contractor / person / public.

v. Payment shall be made on the basis of actual executed quantity on monthly basis through Running Account bills. Contractor must submit the monthly bills regularly in time. However, wage payment to the workers cannot be linked by the contractor with payment of monthly bills by NRL. Contractor would be totally responsible for timely release of wage payment to the workers.

vi. Item wise quantity is tentative only and may vary as per site requirement. Contractor shall keep his rate firm in the event of variation in quantity.

vii. Documents like attendance register / material register / leave records etc. shall be maintained at site/ Township office and should be produced as and when desired by EIC.

SCOPE OF SUPPLY:

a) All required materials, tools & tackles, equipments etc. shall have to be arranged by the contractor on reimbursable basis within 01(one) month from the date of site handover.

b) Contractor have to get verified & vetted the supply of tools & tackles, equipment's etc. from EIC /SIC. Payment against the shall be release on submission of original Invoice/ Challan.

c) Single point water supply shall be provided by NRL on free of charge subject to availability. Contractor shall have to make their own arrangement to tap water from the nearby source provided by NRL.

d) There are some reimbursable items as mentioned in the Table-II, which are "NOT REQUIRED TO BE QUOTED" by the contractor. The contractor has to submit proper documentary evidences for release of bill, such as gate pass/ challan & material register. The contractor have to take prior permission for SIC/ EIC before supplying the material and get vetted / approved after each supply from SIC/EIC.

Other Important Conditions:

a. Site shall be handed over to the Contractor on the day of Kick off meeting.

b. Mobilization has to be started within fifteen (15) days of site handover otherwise NRL has the right to exercise the option for offloading the job at 'risk and cost' of the contractor.

c. Contract agreement, Insurance policies, Labour License etc. has to be submitted prior to starting of the job.

d. Contractor cannot sublet the job to other agency / contractor without prior permission in writing from NRL.

e. For execution of the job the contractor should have the following minimum resources:

• Hand shovels, hoe, sickles, axe etc. as decided by E-I-C from time to time.

Maintenance of tools/equipment to be done by the contractor and the payment against the same be reimburse as per SOR.

- The contractor should make own arrangements for storing and safe custody of the above equipments, Hand tools and other materials. Workers will not be allowed to stay inside the township.

Note: Conditions not covered above shall be governed by GCC of NRL.

*******SCC******

1. **Contract Offloading: The following clauses of NRL's Manual for procurement of services shall be followed**

a. Clause 6.11.1 (Breach of Contract)

In case the contractor is unable to honour important stipulations of the contract or gives notice of his intention of not honouring or his inability to honour such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to complete the Work within stipulated time. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously. As soon as a breach of contract is noticed, a show cause notice should be issued to the contractor, giving 10 days' notice, reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

If termination takes place because of a fundamental breach/ insolvency on the part of the contractor, the EIC shall issue a certificate for the value of work done, deducting from the amounts in respect of: (i) advance payments; (ii) any recoveries; (iii) taxes as due; and (iv) percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the procuring entity exceeds that due to the contractor, the difference will be a debt payable to the procuring entity. A contract may be terminated in the following cases with approval of CA and written communication on termination of contract should be conveyed to the contractor from Commercial Department. The Procuring Entity is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

b. Clause 6.11.2 (Cancellation of Contract for Default)

Without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if the contractor:

Has seriously or repeatedly breached the contract, including:

- Failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted.
- Failure to obey instructions in relation to his progress or defective work, material or plant.
- Breach of the prohibition against sub-contracting.
- Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme.
- Substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer.
- Failure to comply with the requirements regarding JVs.

➢ Committed fraud.

➢ If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

➢ If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

- Forfeiture of the security deposit.
- Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper; and,
- However, the contractor shall continue to fulfil the contract to the extent not terminated.

c. Clause 6.11.3 (Termination of Contract for Insolvency)

If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

d. Clause 6.11.4 (Termination of Contract for Procuring Entity's Failure or Convenience)

After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will become effective. This is not Procuring Entity's legal right- the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the contractor may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be incorporated in the tender document as well as in the resultant contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it: (i) pending advances; (ii) other recoveries; and (iii) taxes as due.

Please note that the provisions in the SCC will supersede the corresponding provisions in the GCC/GPC of NRL. Conditions not covered above shall be governed by GCC of NRL.

LIST OF ANNEXURES

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Number	Short Description
Annexure-I	Details of Equipment tools & tackles
Annexure-II	Details of similar works done during the past ten years
Annexure-III	Concurrent commitments of tenderer
Annexure-IV	Proposed site organogram
Annexure-V	Compliance to bid requirements
Annexure-VI	Compliance to Bid validity
Annexure-VII	Annual turnover in last 3 years
Annexure-VIII	Checklist for submission of bids
Annexure-IX	Bidder details
Annexure-X	Tender from Micro & Small Enterprises, Start-ups
Annexure-XI	Settlement of Disputes
Annexure-XII	Self-Declaration of black/holiday listing
Annexure-XIII	Price bid undertaking
Annexure-XIV	Tender acceptance letter
Annexure-XV	Indemnity bond cum undertaking
Annexure-XVI, XVI-A	Sharing of land border with India, Form-A
Annexure-XVII	Instructions for ONLINE EMD submission
Annexure-XVIII-A,B,C,D,E	PPLC Policy, Format-2A, 2AA, Format-2B, Format-2C, Applicable Govt. guidelines on PPP-MII Order - 2017
Annexure-XIX	Signing & Stamping of Contract
Annexure-XX-A, B	Proforma of Bank Guarantee for Contract Performance Security, Proforma of Bank Guarantee for Security Deposit
Annexure-XXI	Proforma for Bank Guarantee for Earnest Money Deposit [Not Applicable for this Tender.]
Annexure-C	Integrity Pact

ANNEXURE-I

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Name of Bidder :

<u>DETAILS OF EQUIPMENTS TOOLS & TACKLES</u>

The bidder shall submit herein details of equipments, tools, tackles proposed to be deployed for this work and shall indicate in each case whether the same is (a) already owned by bidder and available for use on this Contract.(b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor. In case of (a) present location shall be stated. In case of (b) and (c) location of hirer or supplier shall be stated.

Item proposed to be deployed	Description make model & capacity	Numbers	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks
1	2	3	4	5	6	7

Contractor agrees to augment the above chart with additional number/categories of equipment if required to complete the work within the agreed time schedule of completion, as directed by the Engineer-in-Charge.

(SIGNATURE OF BIDDER)

ANNEXURE-II

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

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 compln. time in months	Year of Compln.	Remarks

(SIGNATURE OF BIDDER)

ANNEXURE-III

CONCURRENT COMMITMENTS OF THE TENDERER

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Name of Bidder :

SL. NO.	Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled completion period	Percentage completion as on date	Expected date of completion
1	2	3	4	5	6	7	8

(SIGNATURE OF BIDDER)

ANNEXURE-IV

PROPOSED SITE ORGANOGRAM

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

Name of Bidder :

Our site organisation for this contract shall consist of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge

(SIGNATURE OF BIDDER)

ANNEXURE-V

COMPLIANCE TO BID REQUIREMENTS

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Name of Bidder :

We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.

____

(SIGNATURE OF BIDDER)

ANNEXURE-VI

BID VALIDITY

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Name of Bidder :

We hereby undertake that our bid for the above stated work shall remain valid for a period of 6 (six) months from the date of opening. In case of our revoking or canceling the bid within the validity period, NRL is entitled to put us on watch list/holiday list/banning list and/or forfeit the Earnest Money Deposit paid by us along with the bid.

____

(SIGNATURE OF BIDDER)

AVERAGE ANNUAL TURNOVER OF LAST THREE FINANCIAL YEARS

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Name of Bidder :

Sl. No	Financial Year	Turnover
1		
2		
3		
Average Annual Turnover:		

Bidders to submit copies of audited profit & loss account for the last three financial years in support of annual turnovers "or" certification of annual turnovers for the last three financial years from a registered chartered accountant firm. The last three financial years mentioned above refers to immediate three preceding financial years wherever the last bid submission date is after 31st December. In case of tenders having last bid submission date up to 31st December and audited / CA certified turnover documents of the preceding financial year is not available, the audited / CA certified turnover documents of the three years prior to preceding financial year will be considered.

Note:- The average annual turnover is calculated by adding the turnovers of 03 the specified years, divided by 03. If a Bidder does not submit the aforementioned financial statements for three specified years, then Average Annual Turnover will be calculated based on financial figures of only those specified years for which requisite financial statements are submitted. Turnover will be considered '0' (Zero) for the year(s) for which requisite financial statements are not submitted.

Audited Annual Report / financial statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any Financial Report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

ILLUSTRATIVE EXAMPLE:-

- *If the due date for submission of bid is up to 31.12.2022;* ***Say 31.12.2022 or before*** *you may submit turnover documents for* ***19-20, 20-21, 21-22*** *"OR"* ***18-19, 19-20, 20-21*** *if 21-22 is not yet finalized.*
- *But, if the due date for submission of bid is after 31.12.2022;* ***say 01.01.2023 or after*** *you have to submit turnover documents for* ***19-20, 20-21, 21-22*** *only.*

[*The above is an example only and actual FYs shall depend on the actual due date for submission.*]

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Name of Bidder :

Following documents should be submitted with bids. Bidders are requested to fill this checklist and also to ensure that the applicable details/ documents as mentioned below have been furnished.

Please tick (√) the box for the documents to be enclosed with the bid.

1. Power of Attorney "or" Proprietorship Certificate/Proof in the name of the signatory of the bid.	
2. Earnest Money Deposit (EMD) / MSE Certificate, as applicable.	
3. Full set of the tender document with every page duly filled, sealed & signed.	
4. Copy(ies) of work order(s) and corresponding completion certificate(s) or any other relevant documents in support of past experience(s) to clearly meet the PQC.	
5. Copy of Audited Trading and profit & loss accounts or certificate from CA as proof of turnover to meet the PQC.	
6. Other certificates/license/proof as stipulated in the PQC requirements (if any)	
7. Copy of VALID GST Registration Certificate / Number	
8. Copy of PAN Card	
9. Copy of PF Registration Certificate	
10. Copy of ESI Registration Certificate	
11. Category of MSE registration (UDYAM registration certificate to be submitted) – if applicable	
12. Any other certificates, licenses, etc. as sought in the PQC or SCC (if any)	
13. Following documents in your letterhead duly signed sealed by authorized signatory:- a) Tender Acceptance Letter (Annexure-XIV), b) GST Indemnity Bond cum Undertaking (Annexure-XV) c) Bidder's Undertaking regarding restrictions on procurement from a bidder of a country which shares land boundary with India (Annexure-XVI-A)	
14. Integrity Pact Document duly signed & sealed.	

Bidder should list the exclusion, if any, along with the reasons thereof. *NRL may treat a bid as incomplete if it is not accompanied by above documents and reject such bid without providing any opportunity to the bidder to submit shortfall documents.*

(SIGNATURE OF THE BIDDER)

BIDDER DETAILS

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

NAME OF SIGNATORY OF BID :

DESIGNATION OF SIGNATORY :

NAME OF THE COMPANY :

REGISTERED ADDRESS :

OPERATING OFFICE ADDRESS :
(Address for managing this contract)

YEAR OF ESTABLISHMENT :

COMPANY'S LEGAL STATUS :
(Partnership/Proprietary/Limited etc.)

COMPANY'S CATEGORY :
(Mirco/Small/Medium etc.)

NATURE OF BUSINESS :

E-MAIL :

CONTACT PERSON / DESIGNATION :

MOBILE NO :

____

(SIGNATURE OF BIDDER)

Date :
Place :

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

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs) BIDDERS:

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

- Notification S.O. 5670(E), dtd. 9th November, 2018
- Ministry of MSME letter D.O. No. 21(8)/2018-MA dated 13th November, 2018
- MoP&NG letter ref. No. J-25011/35/2016-Gen dated 15th November, 2018
- Gazette Notification no. 2119(E) dated 26.06.2020
- FAQs issued by Development Commissioner (MSME) OM F.No. 1(3)/2018-MA, Part-III dated 25th March, 2022
- DoE OM No. F 1/4/2021-PPD dated 18.05.2023 on concurrent application of PPP-MSE (order 2012) and PPP-MII (order 2017)

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

A. Qualifying Criteria for MSE Bidder:

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

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

iii) The Udyam Registration Certificate shall be valid. The certificate may be verified online during the bid evaluation and particulars submitted must be found to be valid in the Udyam website.

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

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

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

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

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

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

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

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

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

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

1. **Issue of Tender Sets Free of Cost**
All Tenders shall be provided free of cost and tender documents are downloadable from GeM portal https://gem.gov.in or can be obtained from the Office of General Manager (Commercial). NITs are also published in NRL Website **www.nrl.co.in**

2. **Exemption from payment of EMD (Earnest Money Deposit)**
MSE units meeting the qualifying criteria (point A above) shall be exempted from paying EMD, if EMD is applicable against the tender.

3. **Price preference for MSE Bidder:**

i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% (evaluated price) shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. [*Refer point F(i) for applicability*]

Matching of L1 price shall be offered to MSEs in the sequence of their ranking (i.e., L2, L3, L4 and so on).

In case of more than one such MSE within the L1+15% band, the supply shall be shared proportionately (to tendered quantity) provided such MSE bidders matches the L1 price.

ii) In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

iii) NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

iv) **For Supply of Goods only:**

- The quantity against the tender may be split to enable ordering of 25% of tender quantity to MSE bidder(s) within the price range of L1 bidder's price + 15% subject to their matching L1 bidder's evaluated price. [*Refer point F(i) for applicability*]

- In case where tender quantity can be split and MSE vendor is already getting order for more than 25% of the tender value by being L1 or through matching L1 price, no additional purchase preference is required to be given in that tender. In such cases, the sequence of matching L1 bidder's price shall start from the splitable item with highest amount onwards. Once 25% of the tender value is achieved for MSE vendor(s), no additional purchase preference is required to be given in that tender.

- The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.

- Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.

- Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.

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

Clarification:

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

- ➢ *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in above order of preference and so on.*

v) **For Services only:**

- *In case the tendered scope cannot be split, the complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.*

- *In case, besides general MSEs, MSEs owned by SC/ ST and/ or MSEs owned by Women are within the price range of L1 bidder's evaluated price + 15%, first opportunity shall be given to*
  - ➢ *MSEs owned by Women*
  - ➢ *then to MSEs owned by SC/ ST entrepreneurs, and*
  - ➢ *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*

- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in above order of preference indicated above.*

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

vii) **For Supply of Goods as well as Services:**
In case when the contract is awarded to an MSE bidders matching the L1 price refuses or fails to execute the supply/service after award, the quantities or unexecuted quantities may be subsequently offered to any of the other MSE bidders (not selected for award so far, and falling within the price band of L1+15%), in the sequence of their ranking (i.e., L3, L4 and so on) subject to their matching the evaluated L1 price. In absence of such MSE bidder, the quantity may be offered to the original L1 agency (non-MSE).
- In case of "refusal", subsequent award to next eligible agency shall be done within original or extended offer validity.
- In case of "failure", unexecuted quantities shall be offered to the next eligible agency within maximum one year from the original date of award.

Defaulting supplier/contractor shall be subject to penalties as per procedure.

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

- The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro or Small Enterprise as per latest definitions under MSME rules or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded with his bid for evaluation by the buyer.
- As per Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT), subject to meeting of quality and technical specifications.
  An entity shall be considered as a 'start-up'-
  a) Up to ten years from the date of its incorporation/ registration.
  b) If its turnover for any of the financial years has not exceeded Rs 100 (Rupees Hundred) crore
  c) It is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
  d) Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognized as Startup by DPIIT.
- This waiver of prior turnover and prior experience will not be applicable for items related to public safety, health, critical security operation and equipment's etc.
- If PTR for MSEs is not completely waived off but proposed to relax the same up to certain extent compared to PQC set for other non MSE bidders, in such cases, prior experience may be partially relaxed, however, prior turnover will remain waived off.

F. Applicability of the Policy

i) For a participating bidder, MSE status shall be considered for purchase (price) preference in respect to procurement of goods and services only, if the vendor is registered as MSE. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders/Distributors/Sole Agents are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documents in this regard shall be uploaded along with the bid in respect of the offered product or service and buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid.

ii) Policy meant for procurement of only goods produced and service rendered by MSEs. However, traders /resellers /distributors /authorized agents will not be considered for availing benefits under Public Procurement Policy 2012 for MSEs, except exemption from payment of EMD.

iii) Public Procurement Policy is applicable for supply of goods and services. Works contract is not covered under the PP Policy for MSME. Accordingly, the clause D 3 (Price preference for MSE bidder) and clause E (Relaxation of past track record (PTR) for MSEs and Startups) as mentioned above will not be extended to works contracts.

iv) The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

G. Providing MSE benefits to Medium category bidders

As per amendment made in Micro, Small and Medium Enterprises Development Act, 2006 vide S.O. 2119(E), dated the 26th June, 2020, and published in Govt. of India gazette notification dated 18th October 2022.
The notification states that - " (5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change."

Further it was clarified vide Press Release published on 19th October 2022 in Govt of India website https://pib.gov.in/PressReleaseIframePage.aspx?PRID=1869091 that, - " Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc."

Therefore, a Medium category bidder can claim for benefits provided to MSEs as per our tender conditions, provided the bidder is eligible by meeting the conditions stipulated in the gazette notification stated above.

****

Annexure-X-A

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

If the bidder wants to avail themselves of the Purchase (price) preference under MSE policy, the bidder must be the Service provider of the offered Service. A self-declaration, as follows, is to be submitted.

SELF DECLARATION OF BEING SERVICE PROVIDER OF THE OFFERED SERVICE

With reference to our submitted offer against the subject bid, we hereby confirm that we are ***Service Provider*** *of service(s) that are offered to NRL as per requirement of the tender.*

Relevant NIC code of the submitted UDYAM certificate is __________________________.

We understand that any wrong declaration in this context shall make my agency / company liable for penal action including Holiday Listing by NRL.

____
(SIGNATURE OF BIDDER)

Date:

Place:

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

SETTLEMENT OF DISPUTES

All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavored to be amicably settled by the parties in the following manner:

a) At the first instance by the Engineer-In-Charge/Purchase Officer.
b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorized representatives of Chief Executive of NRL.
c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
d) In case party is not satisfied with the above, the matter will be referred to Arbitration.
e) The option of amicably settling the dispute will be open at any time during and post arbitration or court litigation or Tribunal or in any other jurisdictional forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other jurisdictional forum(s).

ARBITRATION

i. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.

ii. Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or the company, as the case may be.

iii. On receipt of such letter referring the dispute to Arbitration, Managing Director or any other officer of the Company delegated by Managing Director shall, within 30 days from the receipt of the said letter, suggest to the parties the names of three persons, who are not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof for selection of one of them for appointment as a sole Arbitrator, to adjudicate the dispute(s) between the parties.

iv. If while referring the dispute to Arbitration the parties mutually agree that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person, who is not forbidden to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute.

v. Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the Award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.

vi. The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter- Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to Arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.

vii. Place of arbitration shall be unless otherwise agreed by the parties, will be Numaligarh Or Guwahati as mutually agreed.

viii. The parties hereby agree that, unless the Arbitration and Conciliation Act,1996, as amended by the Arbitration and

Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat or Guwahati shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator(s) / Arbitral tribunal shall be filed in the concerned courts in the District Court of Golaghat or Kamrup Metro.

ix. Notwithstanding anything contained in the contract between the parties, the aforementioned clause nos. (i) to (viii) shall be applicable only in case where the value of dispute between the parties, including the claim, counter claim, or set off is less than Rs. 10 Crores, for contracts of domestic procurements.

x. In case of a value of the dispute is above Rs. 10 Crores for contracts of domestic procurements, the party shall have to approach the Managing Director, NRL for Mediation.

MEDIATION

I. Initiation of Mediation

For disputes valued above Rs. 10 Crores, the concerned party shall approach the Managing Director of NRL with their claim. Upon receiving such a request, the Managing Director shall refer the matter to a High-Level Committee (HLC) for mediation, where applicable.

II. High-Level Committee (HLC)

A High-Level Committee will be constituted by the MD of NRL, comprising a Chairman and two Members, following these guidelines:

a. Chairman
The Chairman will be selected from individuals of high integrity from the following categories:-

- Retired Civil Servant not below the rank of Joint Secretary.
- An officer who has served as an Independent External Monitor (IEM) at any Public Sector Undertakings (PSUs).
- Retired High Court or Supreme Court Judge.

b. Members
Members will be individuals who had superannuated from any Central Oil PSUs not below the rank of CGM.

III. Mediation Procedure

Mediation shall be conducted within the territorial jurisdiction of a court or tribunal competent to decide the subject matter of the dispute in accordance with the Mediation Act 2023. Mediation under this Act must be completed within one hundred and twenty days from the date fixed for the first appearance before the mediators.

IV. Post-Mediation Recourse

In the event of the failure of the mediation process, the parties retain the right to pursue appropriate legal recourse.

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.

JURIDICTION: All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat or Guwahati.

(SIGNATURE OF BIDDER)

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

<u>SELF DECLARATION OF DEBARMENT / BLACK LISTING / HOLIDAY LISTING & ALLIED FIRMS</u>

(1) **SELF DECLARATION OF DEBARMENT / BLACK LISTING / HOLIDAY LISTING**

I/We hereby declare that I am / we are currently not serving any holiday listing/black listing/debarment orders issued by Numaligarh Refinery Limited (NRL) or Ministry of Petroleum & Natural Gas (MoPNG) debarring me/us from participation in tendering or carrying on business dealings with NRL/MoPNG.

I/We understand that bids from the bidders who are on holiday list by NRL or MoPNG will not be considered.

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

2) **DECLARATION OF ALLIED FIRMS OF THE BIDDER**

I/We hereby declare that following are my/our allied firm(s) (*as defined in NRL's holiday listing policy*):-

Name(s), PAN and GST number(s) of our allied firms are as follows:-

Sl. No.	Name of Allied Firm	PAN	GSTN

It is understood that in case of debarment of me / my agency / company by NRL, the debarment shall be automatically extended to my/our allied firms.

____

(SIGNATURE OF BIDDER)

Date:

Place:

Note: *Please refer NRL's current "Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers" available in NRL website www.nrl.co.in (under "Tenders" section) for details.*

PRICE BID UNDERTAKING

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

From: (Full name and address of the Bidder) ______________________

____

____

To,

Dear Sir/Madam,

1. I have submitted the Priced Bid for above mentioned work and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes including GST.

Yours Faithfully,

____

(SIGNATURE OF BIDDER)

TENDER ACCEPTANCE LETTER

Annexure-XIV

(To be given on Company Letter Head)

Date:

To,

____

____

____

____

Sub: Acceptance of Terms & Conditions of Tender.

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely, ____ website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _______ to ______ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(a) / addendum(a) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including holiday listing.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

(In Letter Head of Company /Firm) **Annexure-XV**

INDEMNITY BOND CUM UNDERTAKING

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

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

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

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

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

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

Sir / Madam,

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

1. We have disclosed all the facts relating to our firm to M/s Numaligarh Refinery Limited

2. We hereby agreed and undertake to file GSTR-1 on time i.e. 11th of the next month so that NRL can take Input Tax Credit by matching GSTR-2A.

3. We hereby declare that we shall deposit GST for the related invoices by 20th of the succeeding month as per the provision of GST law (or within due date as per GST laws).

4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20th of the next month (or within due date as per GST laws).

5. We hereby agree and undertake to indemnify as under:-

   a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.

   b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by you opined by GST Authority.

   c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
      i. Any of our Bank Guarantee executed in your favour, if any,
      ii. Security Deposit paid for any of your work, if any or
      iii. Other unpaid invoices, if any of us raised with recipient

____
Authorized Signature of the Indemnifier
Name:
Designation:
Seal:
Date:

SHARING OF LAND BORDER WITH INDIA

Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Department of Expenditure Order (Public Procurement No. 4) ref. No.F.7/10/2021-PPD (01) dated 23.02.2023 shall be applicable for this tender.
[The detailed guidelines are available on the website of DoE (https://doe.govin/)]

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the DoE Order referred above.

Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for purpose of this Order means:-

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) an agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

1. In case of accompany or limited liability partnership the beneficial owner is the natural person(s), who whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation---

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with "Competent Authority".

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

VII. Bidder mandatorily requires to submit “Certificate of Compliance” in the enclosed Form: A. This certificate need to be submitted in the Company’s Letter Head and should be sealed and signed by the authorized signatory on behalf of the bidder. Non-submission of Form A may lead to disqualification for Techno-Commercial evaluation of the submitted bid.

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

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

******

FORM A

CERTIFICATE OF COMPLIANCE
(On Company's Letter Head)

To,
CGM (Commercial)
Numaligarh Refinery Limited
Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details :

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

Sl.	Bidder's Undertaking	Please put Yes (✓) or No (**X**), as applicable
1	(A) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country".	
	(B) Or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
2	(A) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."	
	(B) Or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
3	(A) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."	
	(B) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement." [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	

Place :

Date :

Signature :

Name :

Designation :

Seal of the Company :

Instructions for ONLINE EMD submission through the portal of HDFC Bank

The EMD must be submitted ONLINE within the submission due date & time specified in the NIT and tender document through the online portal of HDFC bank link: https://nrl.procure247.com.

a) User Manual for Bidders is available in NRL Website under https://www.nrl.co.in → Tenders → Tender Manual → EMD Online Deposit Manual (HDFC Bank Payment Portal)

b) Visit HDFC Bank Payment Portal URL: https://nrl.procure247.com
c) Click on 'Bidder Registration'
d) Bidder Registration Screen shall appear – Fill the mandatory details required and complete the process.
e) On successful submission of details in bidder registration form, bidder will get the system generated link to verify his/her email id and login to the website. Without verifying email id bidder may not be able to login to the system.
f) After successful email verification – please login with your user id and password
g) Bidder will receive system generate One Time Password (OTP) on their registered mobile number. In case not receiving of OTP please click Regenerate OTP and login.
h) After login Screen bidder can search the tenders and proceed for EMD payment.
i) Bidders' have to click on Payment Dashboard option available under Action tab
j) Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.
k) Smart Hub – Bidders' can select the online payment and click on Pay to proceed further.
l) After click on Pay – Bidder will get an option for Cards and Net Banking. Bidders can select their preference and proceed further for the payment.
m) On successful payment bidder will receive system generated message on screen stating "EMD paid successfully"
n) Bidders' can also download the Payment receipt from Payment Dashboard.
o) Downloaded payment receipt – Bidders' can easily print the receipt and use it for their bidding purpose.
p) Since the HDFC Bank payment gateway is not under the CPPP/GeM, so the payment mode is mentioned as offline (BG) in the CPP portal and Advisory Bank: HDFC Bank in GeM portal. In case of CPPP tenders, bidder has to make a dummy entry in the EMD fields of CPPP by putting 'Transaction ID' (HDFC Bank payment receipt) as instrument no., payment date as issue date, any date as expiry date, and bank name as issuer details. Please upload the EMD payment receipt along with technical bid.
q) For any technical help, the bidders can contact HDFC Bank executive Mr. Tapan Desai at Mobile No: 8866287104 and email: tapan@tender247.com.

A receipt will be generated after successful payment. Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

MSE bidders are required to submit valid MSE registration certificate as explained in Annexure-X instead of the EMD deposit receipt.

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

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

1. Ministry of Petroleum & Natural Gas (MoPNG) vide letter No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022** issued directive that Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 issued by DPIIT and as amended from time to time, shall be applicable to all the Public Sector undertakings under MoPNG w.e.f. 01.04.2022.

The letter further directed that, as per Para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on procuring entities under MoPNG:

a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
b. Local value addition through services such as transportation, insurance, installation, commissioning, and training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculations.
c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the order.

2. Accordingly, excepting the 03 modifications as directed above, the latest Order issued by the Department for Promotion of Industry and Internal Trade (DPIIT) i.e., Order No. **P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024** shall be currently applicable for tenders under this procuring entity.

3. Further, Ministry of Finance, Department of Expenditure (DoE), vide OM No. **F 1/4/2021-PPD dated 18.05.2023** has issued guidelines on concurrent application of PPP-MSE Order 2012 and PPP-MII Order 2017. These guidelines shall be applicable for tenders under this procuring entity.

4. Further, MoPNG, vide letter No. **FP-20013/2/2017-FP-PNG-Part(1) (E-36682) dated 11.07.2023** has specified the Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil & gas LSTK/EPC contracts/projects. These guidelines shall be applicable for tenders under this procuring entity.

The above referred Letters/Order/OM are enclosed with this NIT for reference [*Annexure-XVIII-E*].

Other Terms & Conditions:-

a) **Price Validity:** L1 Bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items as described above.

b) **Negotiation:** In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or Class-I local supplier shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 20% (for Class-I local supplier)/ 15% (for MSEs) as compared to L1 bidder provided they were within 20% (for Class-I local supplier)/ 15% (for MSEs) of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

c) **Certification of Local Content:**

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.

- The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall also become a part of the contract.

- In cases of procurement for a value in excess of Rs. 10 Crores, the Undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content shall be acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary do not have statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

(i) At bidding stage:

Bidder shall furnish the undertaking/ declaration in the enclosed **Format-2A** and break-up of local content calculation as per **Format – 2AA** in the un-priced part of the bid duly signed, sealed & stamped. [To be submitted for all tenders]

Additional format for providing the certification from the statutory auditor / cost auditor / practicing cost accountant / practicing chartered accountant, is enclosed as **Format-2B**. [**To be mandatorily submitted for contracts above Rs. 10 Crores**]

Also, format for Declaration of Minimum Local Content (Item wise, applicable for Multiple Item Splitable Tender) is enclosed as **Format-2C**. [To be submitted for all Multiple Item Splitable Tender]

(ii) After award of contract**:**

- The Local Content Certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work / purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

- At the time of execution of project, for all contracts above Rs. 10 Crores, the contractor/supplier shall be required to give local content certification duly certified by Cost/Chartered Accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant along with running bills or milestone bills when the project is still under execution, the contractor/supplier shall be permitted to provide such certificate for local content certified by a practicing Cost/Chartered Accountant at the time of submission of final bill or within time limit acceptable to NRL/procuring entity.

- As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate, as per RBI reference rate prevailing on the on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

- Procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

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

During execution, it shall be the responsibility of the supplier/contractor to ensure fulfilment of the minimum local content specified in the bidding document.

In case the contractor/supplier does not meet the stipulated local content requirement and the category of the contractor/supplier changes from Class-I to Class-II/Non-local or form Class-II to Non-local, the following actions shall be taken by the procuring company:

a. Imposition of a pre-determined financial penalty @ 10% of total contract value.
b. Banning business with the supplier/contractor for a period of two year for breach of the code of integrity.

****

Job Name : **Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township**

Tender No. : **PUR1009565**

FORMAT– 2A

(DECLARATION TO BE SUBMITTED ALONG WITH UNPRICED BID)

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

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

Bidder's signature:____(With Seal/ Stamp/Date)

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

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

FORMAT– 2AA

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

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

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

Exchange rate as per RBI reference rate prevailing on the on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content in INR.

Bidder's signature:____(With Seal/ Stamp/Date)

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

[Not Applicable for this Tender.]

Annexure-XVIII-C

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township
Tender No. : PUR1009565

FORMAT– 2B
[To be submitted for contracts above Rs. 10 Crores]

(DECLARATION – CERTIFIED, TO BE UPLOADED ALONG WITH UNPRICED BID)
Certification towards local content (as per the provision of pp-lc policy)

To,
M/s Numaligarh Refinery Limited

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

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

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

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

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

[Signature of Authorized signatory] Name :

Designation Seal :

Membership no. : UDIN No:

Note:
1) This undertaking shall be certified by statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
2) The above format is indicative, the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant can modify the format without changing the intent of certification.

[Not Applicable for this Tender.]

Annexure-XVIII-D

Job Name : Annual Maintenance Contract for Maintenance of Playgrounds and Kaziranga Guest House at NRL Township

Tender No. : PUR1009565

FORMAT-2C

Declaration of Minimum Local Content (item wise)

(Applicable for Multiple Item Splitable Tender)

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

Bidder's signature: (With Seal/ Stamp)

Date:

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

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

Shastri Bhawan, New Delhi
Dated 26th April, 2022

To,

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

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

Sir/Madam,

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

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

a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

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

Yours faithfully

26/04/2022

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

Copy to:

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

Copy for information to:

Secretary, DPIIT

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

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

Explanatory notes for calculation of local content given above

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

a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3A. Purchase Preference

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

(b) In the procurement of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Verification of local content**:

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

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

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

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

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

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

l. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
   ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
   iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. **Specifications in Tenders and other procurement solicitations**:
   a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
   b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
   c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
   d. **Reciprocity Clause**
      i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
      ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
      iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
      iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
      v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
   e. Specifying foreign certifications/ unreasonable technical specifications/

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19/7/24

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

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

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

OFFICE MEMORANDUM

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

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

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

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

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

Guidelines

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

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

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

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

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

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

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

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

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

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

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

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

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

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

      (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

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

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

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

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

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

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

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

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

18/5/2023

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

To

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

Annexure

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

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

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

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

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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

Shastri Bhawan, New Delhi
Date 11th July, 2023

To,

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

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

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

Sir/ Madam,

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

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

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

Rahul
11/07/23

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

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

Yours faithfully

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

Copy to,

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

Copy for information to,

Secretary, DPIIT

Annexure-XIX

SIGNING & STAMPING OF CONTRACT

To ensure the enforceability of the detailed work order cum contract agreement, proper payment of stamp duty is essential for full enforceability in a court of law. NRL will procure the stamp paper and send it along with the Work Order cum Contract Agreement.

Following standard clause as provided in section 3.20 of the GCC (reproduced below) shall be included in the Detailed Work Orders by NRL, so that this document is binding upon the parties and construed as Contract.

QUOTE [*Documents referred will be suitably removed / added / filled by NRL, as applicable*]

SIGNING OF CONTRACT

"This Order ("*WO/PO/DLoA/FOA No. and date*") is issued pursuant to the Terms and Conditions mentioned in the NIT (including, inter-alia, the General Conditions of Contracts (GCC) 'and/or' the General Purchase Conditions (GPC) including the clause for Arbitration therein; Special Conditions of Contract 'and/or' Special Purchase Conditions; Schedule of Rates (SOR); General Obligations, Specifications, Drawings, Plans, Time Schedule of Completion/Delivery); 'and/or' Terms and Conditions mutually agreed in writing thereafter 'and/or' outlined herein. Acknowledgement of this Order by [*Contractor's Name*] implies an agreement to adhere to these specified terms / documents, forming a binding contract between [*Contractor's Name*] (the Contractor) and Numaligarh Refinery Limited (the Owner)."

[Sealed / Signed & Dated by – *NRL Signatory*]

[Sealed / Signed & Dated in acknowledgement by - *Contractor's Name*]

UNQUOTE

The contractor shall acknowledge receipt of the work order within 7 days of receipt. The contractor shall sign & seal (or digitally sign) the acknowledgement and return the same to NRL.

****

____

(SIGNATURE OF BIDDER)

BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as “7037” and Particulars (to be mentioned in Row 1) as “NRL140025551” should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

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PROFORMA OF BANK GUARANTEE CONTRACT PERFORMANCE SECURITY

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S. Road, Christian Basti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s .... Constitution.................................. , Address... (hereinafter referred to as "The Contractor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter of acceptance No./ Contract / Work / Purchase Order No.: .... dtd. .... and the General Purchase Conditions / General Conditions of Contract (as applicable for this contract) of the Company and upon the conditions of contractor's furnishing for the performance of contractor's obligations and/or discharge of contractor's liability under and/or in connection with the said contract up to a sum of (in figures) .... (in words) ....(only) amounting to 3% (three percent) of the contract value.

We (name)............................ (Constitution).................... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith on first demand in writing and without protest or demur any and all moneys anywise payable by the Contractor to the Company under, in respect or in connection with the said contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) .... (in words) ....only.

And the Bank hereby agrees with the Company that:

i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Contractor arising upto and until midnight of...................... with a claim period until six (6) months thereafter, i.e., until midnight of ……………………

ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Contractor's obligations/liabilities under and/or in connection with the said contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and/or liabilities under or in connection with the said contract, and to vary the terms vis-a -vis the contractor of the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the contractor or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the contractor but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.

v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the contractor (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the contractor or any other order of communication whatsoever by the contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the contractor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.

vii) Notwithstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within six months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.

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[Not Applicable for this Tender.]

Annexure-XX-B

BANK GUARANTEE FOR SECURITY DEPOSIT

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

******

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

To
Numaligarh Refinery Ltd.
122A, G.S. Road, Christianbasti
Guwahati –781005, Assam

Dear Sirs:

M/s ………………………………….. have taken tender for the work of ……………………………… ...…………….. (Work Order no……………….) for Numaligarh Refinery Limited, 122A, G.S. Road, Christianbasti, Guwahati-781005.

The tender conditions of contract provide that the Contractor shall pay a sum of Rs………..… (Rupees ………………………………) as Security Deposit in the form there in mentioned. The form of payment of security deposit includes guarantee executed by Nationalized Schedule 'A' Bank, undertaking full responsibility to indemnify Numaligarh Refinery Ltd. in case of default.

The said ………………………. has approached us and at their request and in consideration of the premises we having our office at ………………. have agreed to give such guarantee as hereinafter mentioned.

1. We hereby undertake and agree with you that if default shall be made by M/s……….. in performing any of the terms and condition of the tender or in payment of any money payable to Numaligarh Refinery Ltd. We shall on demand pay to you in such manner as you direct the said amount of Rupees ……… only or such portion thereof not exceeding the said sum as you from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said …………………………. and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said ……….. which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. …………………………….. (Rupees ………………………….) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s …………………. and /or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to (Rupees. ………………………). Our guarantee shall remain in force until ……………………………….. unless a suit or action to enforce a claim under Guarantee is filled against us within six months from …………… (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated ……………. granted to him by the Bank.

Yours faithfully,

_____________ Bank
By its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf
Of the Bank

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[Not Applicable for this Tender.]

Annexure-XXI

Bank Guarantee for Earnest Money Deposit

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 06 (Six) months from the final bid submission date. The bid security is normally to remain valid for a period of 60 (sixty) days beyond the final bid validity period. In case, Contract Performance Security (CPS) is applicable, the successful bidder has to keep his Bid Security, if submitted in the form of a BG, valid till CPS is submitted. The contractor shall be required to suitably extend the period of Bank Guarantee.

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

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Proforma of Bank Guarantee for Earnest Money Deposit

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref……………………… Bank Guarantee No………………

To,
Chief General Manager (Commercial)
Numaligarh Refinery Limited,
Pankagrant, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India, PIN-785699

Dear Sir (s)

In accordance with letter inviting Tender under reference No…………………………………………… M/s………………………………………………………… having their Registered / Head office at………………………………………………………………. (hereinafter called the Tenderer) wish to participate in the side tender for…………………………………………………………………………………….

As an irrevocable bank Guarantee against Earnest Money Deposit for an amount of ……………………….is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the……………………………………Bank at ……………………………………… Having our Head office………………………………………………………………… ……… (Local Address) guarantees and undertakes to pay immediately on demand by Numaligarh Refinery Ltd, the amount ………………………… ………………..without any reservation, protest, demur and recourse. Any such demand made by Numaligarh Refinery Ltd. shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tendered.

This guarantee shall be irrevocable and shall remain valid up to…………………………………………… If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s……………………………………………………………on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand stamp on this ………Day of…………… 20………………at……………

WITNESS:
(SIGNATURE NAME)

(OFFICIAL ADDRESS)

(SIGNATURE NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney
No…………
Date…………………………

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