

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



**TENDER DOCUMENT
FOR**

**Calibration of Laboratory test equipments and measuring devices for two
years (COMM/C12/4628)**

Tender No. OC12000075/BHU

E-Tender

Bidder's offer ref: _____ Dtd. _____

PART-I: UNPRICED BID



PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

LETTER INVITING TENDER

Contact person:

Mr. B. Bora; Officer (Commercial (Commercial))
Numaligarh Refinery Limited
Phone : 03776-265481; E-mail ID: bhupen.bora@nrl.co.in

Our Reference: Tender No. OC12000075/BHU

Date: 02.08.2017

Tender document for the job: - Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628)

Dear Sirs,

Online offers in **Two Part Bid** is invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : As above.
2. **Earnest Money Deposit** : **Rs. 7,000.00** (Rupees Seven Thousand only)
(The EMD must be submitted on line within 23.08.2017 . If the EMD is not received within the stipulated date, offer shall not be considered for opening). In case of MSE registered bidders - bidder has to upload the scanned copy of EM-Part-II certificate with the technical bid.
3. **Contract Period** : Two (02) year.
4. **Online EMD Submission** : **Within 23.08.2017**
5. **Online Bid Submission:** : **Before 11.00 AM of 23.08.3017**
6. **Bid Opening date & time** : **After 11.00 AM of 24.08.2017**
7. **Place of submission of Bid** : Online in the e-tender portal i.e., <http://eprocure.gov.in/eprocure/app>
8. **Date & Time of Pre bid Conference / Venue** : Not applicable.
9. **Submission of Bid** :

Being an e-tender the bid have to submitted online in the e-tender portal i.e. <http://eprocure.gov.in/eprocure/app>. Kindly refer “instructions” provided in the NIT for the detailed procedure.

For any assistance, please contact the following nos. / mail ID:

Phone No 03776 – 265774, email : z_tender@nrl.co.in

10. **Earnest Money:**

Bidder(s) must follow the following for submission of online EMD:

1. Bidders will open the link <https://easypay.axisbank.co.in/nrl> and type the Tender ID for which EMD is to be paid and click on the option “Validate”.
2. The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
3. The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.
4. The bidder is also required to enter his preferred account No. and IFS Code twice for receiving EMD refund. In case of any mismatch in the account No. or IFS Code entered twice, the web page will prompt the bidder to correct the data and then allow to proceed with payment.

5. The Bidder is then required to enter verification code as displayed in the web page and click on the option "Submit".
6. The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).
7. Bidder is required to accept the payment Terms and Conditions and select his preferred mode of payment from the options provided, viz., Net Banking (Axis Bank or Other Banks), Credit/ Debit Cards or NEFT/RTGS.
8. In case of Net Banking, the bidder will enter his User ID/ Password/ Transaction Password and One time password as per the online payment system of the Bidder's Bank.
9. For Credit/ Debit Card payment, the Bidder will enter his Card Number, Expiry Date, CVV and 'Verified by VISA' or 'Master Secure' password as applicable.
10. For bidders selecting the payment option of NEFT/ RTGS, the web page will generate a challan with a Dynamic/Virtual Account Number, IFS Code, Account Name and Amount. The bidders can take a print out of this challan or just note the relevant details and initiate the NEFT payment from their Bank.

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

11. **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 and as per the direction of Engineer-in-charge.

12. **Rate:**

Rate should be quoted in figures in the Bill of Quantity uploaded in excel format in the e-tender portal i.e., **Priced bid.**

13. **Security deposit:** Not applicable

14. **Defect Liability Period:** Not applicable

15. **Measurement of work:**

Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.

16. **Terms of payment:**

Payment shall be made against work done during the preceding month based on completed jobs basis and certified by E-I-C for payment. However, contractor shall not interlink his bill payment with the wage payment to their 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, income tax and other recoveries as applicable as per terms of the contract.

17. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices . GST shall be applicable as per GST Act.

18. **Penalty Clause:**

In case the contractor fails to comply with provisions of tender and requirement, monetary penalty as deemed fit by the Officer-in-charge will be levied, subject to a maximum penalty of 10% of the contract value and the same shall be final and binding on the contractor.

19. **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 tender agreement.

- (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) Dy. Manager (QC) 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) The General Conditions of contract of NRL will be applicable for this contract also. Intending tenderer may see the General Conditions of Contract of NRL at the Commercial Department of NRL site office on any working day during office hours or may visit our website www.nrl.co.in.
- (i) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (j) One authorized representative of the vendor/contractor may remain present during the tender opening on the due date, time and venue.
- (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 (Tender Room -> Circular of Wages for Contract Workmen).
- (m) No mobilization advance will be paid to the contractor for execution of this work.
- (n) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 104.1 (ii) of GCC).
- (o) **The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract.** The present rate of PF is 12% (Refer Clause 107.2 of GCC).
- (p) 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.
- (q) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL.
- (r) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.

The bidder must submit IT PAN No, GST registration Certificate , PF code with their offer.

**CGM (Commercial & Legal)
Numaligarh Refinery Limited**

PRE-QUALIFICATION CRITERIA

Name of Work: Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628)

Tender No. : OC12000075/BHU

The intending bidders for above tender should meet the qualifications as given below:

Past Experience of having successfully completed similar works during last 10 years ending last month should be either of the following:

- One similar work costing not less than = Rs. 3.06 L
- Two similar works costing not less than= Rs. 2.45 L each and
- Three similar works costing not less than=Rs. 1.83 L each.

***Similar Works:**

- The Laboratory must be accredited Lab conforming to ISO 17025/NABL, with scope of all the Items mentioned. Bidder shall furnish the copy of Accreditation Certification along with the Offer.

Note: Relevant work order copies and completion certificates are to be enclosed with offer. The value of past experience shall be adjusted at a simple rate of 07% for every completed year (ending last day of the month, preceding the month in which bids are invited).

AVERAGE ANNUAL TURNOVER

During the last 3 years, ending 31st March of the previous financial year shall be at least **Rs. 1.83 Lakh.**

OTHER REQUIREMENTS:

Possession of Income Tax PAN No.; GST Registration no. , PF code, etc.

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

Tender No. : OC12000075/BHU

Name of Work : Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628)

Terms and conditions:

1.0 PQC: The Laboratory must be accredited Lab conforming to ISO 17025/NABL, with scope of all the Items mentioned. Bidder shall furnish the copy of Accreditation Certification along with the Offer.

2.0 Duration of contract : 02 Years.

(i) There shall be 1 visit in each year for carrying out the onsite calibration at Numaligarh Refinery laboratory premises.

(ii) After placement of work order the first visit for the first year at site shall be carried out within 3(three) months from the date of submission of items/ handing over of the site and the same shall be reckoned from the date of accepting the offer. Kindly contact E-I-C for date of visit to undertake calibration at Site(for the items 00010).

(iii) Calibration to be done for glassware items (to be done at bidders site) twice in a year with a gap of six months.

3.0 OFFICER-IN-CHARGE: Dy. Manager (QC) is the Officer-in Charge for the work in terms of the contract. All matters and correspondence relating to this job should be addressed to the Engineer-in-Charge.

4.0 SCOPE OF WORK: The scope of work under this contract shall be (a) Calibration of Laboratory test equipments (Item No. 00010) at NRL site and

(b) Calibration of testing gadgets (from item Nos. 00020 to 00100, viz. thermometer, hydrometer, viscometer etc) at Service Provider's Lab.

(c) Receipt of items (00020 to 00100) from NRL site and handing over the items to NRL after calibration is within the scope of Calibration Laboratory(Service Provider).

(d) Calibration to be done for items twice in a year with a gap of six months.

5.0 The no. of instruments and calibration gadgets may be changed at the time of calibration.

6.0. TERMS OF PAYMENT: Payment shall be released based on submission of invoices on actual work done and certification of the same by the Engineer-in-Charge.

7.0 Travelling to NRL site including local conveyance, Accommodation, and any other incidental charges for executing the On-site calibration shall all be in bidder's scope.

8.0 Offer evaluation & Work Order: In any case, partial Work order shall not be placed. The Service provider who is technically and commercially suitable for ALL the items mentioned in this bid shall only be considered. Priced offer shall be opened for only technically & commercially acceptable offers. Bidder who is lowest in total for calibration of all the items (Items nos. 00010 to 00100) shall be considered for placement of order.

**Name of Work: Calibration of Laboratory test equipments and measuring devices for two years.
(COMM/C12/4628).**

Tender No. : OC12000075

PROFORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

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

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

Date:

Authorized Signatory

Place:

Name of Work : Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628)

Tender No. : OC12000075/BHU

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

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)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS

Name of Work : Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628)

Tender No. : OC12000075/BHU

Name of Bidder :

Sl.No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual compln. time in months	Yearof Compln.	Remarks

(SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628)

Tender No. : OC12000075/BHU

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)

PROPOSED SITE ORGANISATION

Name of Work: Calibration of Laboratory test equipments and measuring devices for two years
(COMM/C12/4628)

Tender No. : OC12000075/BHU

Name of Bidder :

Our site organisation 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)

COMPLIANCE TO BID REQUIREMENTS

Name of Work: Calibration of Laboratory test equipments and measuring devices for two years
(COMM/C12/4628)

Tender No. : OC12000075/BHU

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

Name of Work: Calibration of Laboratory test equipments and measuring devices for two years
(COMM/C12/4628)

Tender No. : OC12000075/BHU

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 forfeit the Earnest Money Deposit paid by us along with the bid.

(SIGNATURE OF BIDDER)

ANNUAL TURNOVER IN LAST THREE YEARS

Name of Work: Calibration of Laboratory test equipments and measuring devices for two years
(COMM/C12/4628)

Tender No. : OC12000075/BHU

Name of Bidder :

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

Copy (ies) of audited financial accounts of respective years to be provided.

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (✓) the box for this details furnished in the bid.

1. Power of Attorney in the name of the signatory of the bid.	:	☐
2. Submission of bid letter along with one set of bidding document.	:	☐
3. Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	☐
4. Earnest Money Deposit.	:	☐
5. Copy of valid STCC	:	☐
6. Copy of Service Tax Registration Certificate (PAN based)	:	☐
7. Equipment proposed for deployment as per tender requirement (with supporting documents, if any)	:	☐
8. Organogram with qualification and experience of the personnel to be deployed at site	:	☐
9. Details of concurrent commitment.	:	☐
10. Copy of PAN card.	:	☐
11. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you	:	☐
12. Compliance to the requirement of bidding document	:	☐
13. Copy of Audited Trading and profit & loss accounts as proof of turnover.	:	☐
14. Each page of the submitted tender document duly sealed & signed.	:	☐

Bidder should list the exclusion, if any, along with the reasons thereof.

(SIGNATURE OF THE BIDDER)

Name of Work: Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628)

Tender No.: OC12000075/BHU

01. NAME OF BIDDER :
- ADDRESS :
- PHONE NO :
- E-MAIL :
- CONTACT PERSON :
02. REGISTRATION NO. & CLASS :
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :
WITH DETAILS
04. PREVIOUS EXPERIENCE :
(Contractor should submit the
work order copy and completion
certificate along with the offer)
05. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
06. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
07. GST Registration No. :

I/We hereby offer to execute the above mentioned work as per enclosed SOR (PRICED BID) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :
Place :

TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):

This tender is guided by the Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as per **ANNEXURE “X”**.

ANNEXURE “X”

TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):

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

A. Qualifying Criteria for MSEs Bidder:

- (i) MSE bidder must submit Notarized copy of MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the following body (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District industries Centers(DICs)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
- (ii) The MSE registration shall be valid as on date of placement of order
- (iii) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.
- (iv) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

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

1. Issue of Tender Sets Free of Cost

Tenders shall be provided free of cost and tender documents are downloadable from NRL Website www.nrl.co.in, The Indian Government tenders information system www.tenders.gov.in or Central Public Procurement (CPP) Portal

<http://eprocure.gov.in/eprocure/app> or can be obtained from the Office of General Manager (Commercial & Legal).

2. Exemption from payment of EMD (Earnest Money Deposit)

MSE units qualifying as at (A) above shall be exempt from paying EMD if EMD is applicable against the tender.

3. Price preference for MSEs Bidder:

For Service Tender

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.
- ii) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the 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.

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

For Procurement Tender

- i) Indemnity Bond (on Rs. 100 Stamp Paper) stating that “The Bidder” shall offer and supply the entire tender quantity from the plant (situated at _____ Plant Address _____), which is having MSE Certification.

Note: Scan copy of Indemnity Bond and Notarized copy of MSE Registration documents (all the pages of the EM Acknowledgement – Part II Certificate to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid and Original/True copy to be submitted in a sealed envelope super scribed as - “Submission of Original Indemnity Bond & Original Notarized copy of MSE Registration document against Tender No: _____ dated _____ and to be send to the undersigned at the following address on or before bid submission close date. In absence of above documents, benefit to MSE will not be passed on to bidders.

- ii) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.
- iii) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the 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.

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

Name of Work: Calibration of Laboratory test equipments and measuring devices for two years (COMM/C12/4628).

Tender No. : OC12000075

110.0 ARBITRATION:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- (b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or Company, as the case may be.
- (c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.
- (d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- (e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.

- (f) The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.
- (g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties.
- (h) The parties hereby agree that, unless the Arbitration and Conciliation Act,1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

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

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

JURIDICTION

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

PRICE BID UNDERTAKING

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

To,

Dear Sir/Madam,

I submit the Price Bid for _____ 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.

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid in the form of BOQ_XXXX.xls

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NRL .

TENDER ACCEPTANCE LETTER

Appendix- C

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned 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 agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) 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 do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure_ Commercial II

GST Form

GST Form

GST Form

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

UNDERTAKING (to be submitted on Company's Letterhead)

I _____, aged about _____ years Son/ Daughter of _____, resident of _____ do solemnly affirm and state as under:

1. That I am the _____ <<Designation of the authorized signatory>> of _____ and I am duly authorized to furnish this undertaking declaration on behalf of _____.
2. That _____ has submitted its bid no _____ dated _____ against bidding document no _____ dated _____ for _____ item / works for _____ <<Project Name>>. project of _____ <<Client Name>>.
3. That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s).
4. That the benefits on account of enactment of GST Laws being passed on to Engineers India Limited/ client as provided in Annexure-____ of this document are true and correct to the best of my knowledge and belief.
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration under the GST Laws.

(Authorized signatory of bidder)

This is in reference to above subject and GST law in force from 01.07.2017. As you are aware under GST law, following needs to be **mandatory to be complied by vendor** further finalize/ continuation the enquiry/ Purchase order/ Rate Contract issued by NRL before GST.

(1) Anti-Profiteering:

As per Anti-Profiteering measure clause 171 (1) GST ACT 2017, "**Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient (i.e. NRL) by way of commensurate reduction in prices**". As such, you are requested to offer us maximum discount on **already quoted rates in Enquiry** (as per given below table).

Sl. No.	ITEM DESCRIPTION	HSN/SAC CODE	INVOICING LOCATION	QUANTITY	REDUCTION* IN BASIC UNIT RATE	SGST	CGST	UT GST	IGST	TOTAL GST RATE
					(%)	(%)	(%)	(%)	(%)	(%)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1										
2										
3										
4										
5										
6										

OTHER CHARGES:

- Packing & forwarding
- Testing charges
- Freight
- TPI charges
- Installation charges
- Others

(2) Availing of Input Tax Credit (ITC):

Vendor to note and ensure timely receipt of goods and tax invoices to NRL as per GST Law. In case GST credit is delayed/ denied to NRL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to NRL, GST amount shall be recoverable from vendor along with interest levied/leviable on NRL.

In case vendor delays declaring any invoice in his return and GST credit availed by NRL is denied or reversed subsequently as per GST law, GST amount paid by NRL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on NRL.

Input Tax Credit (ITC) shall be passed on to NRL (VENDOR TO FILL in YES/NO)	
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(3) GST Detail:

Vendor has to furnish following information.

S. No.	ITEM DESCRIPTION	HSN CODE	APPLICABLE GST TYPE-IGST/CGST+SGST/UTGST	APPLICABLE GST %

Authorize signatory to submit this document signed with seal to NRL for processing further.

Seal & Sign by vendor