Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5391840
Dated/दिनांक : 26-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-10-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-10-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Numaligarh Refinery Limited
Organisation Name/संगठन का नाम	Numaligarh Refinery Limited
Office Name/कार्यालय का नाम	Numaligarh Refinery Limited
Total Quantity/कुल मात्रा	200
Item Category/मद केटेगरी	Alumino - Ferric / Ferric Alum for Bulk Supply as per IS 299 (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	33

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :
CGM Commercial
Address for submission of CPS & WBG: Jishub Bora Commercial Department, Admin building, 3rd Floor Numaligarh Refinery Ltd. (NRL) Golaghat, Assam, PIN- 785699 Phone No: +91-8638033923
(Cgm Commercial)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No

Details of the Competent Authority for MII

Name of Competent Authority	MOPNG
Designation of Competent Authority	MOPNG
Office / Department / Division of Competent Authority	MOPNG
CA Approval Number	FP-20013/2/2017-FP-PNG-Part(4) (E41432)
Competent Authority Approval Date	26-04-2022
Brief Description of the Approval Granted by Competent Authority	Vide MOPNG approval dated 26-04-2022 all proposal less than 1 crore is exempted.

Competent Authority Approval for not opting Make In India Preference : View Document

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Alumino - Ferric / Ferric Alum For Bulk Supply As Per IS 299 (200 metric tonne)

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Certification	Governing Specification	Conforming to IS 299 (latest): Alumino-ferric
	Whether ISI marked	Yes Or higher
Description	**Form**	slabs
	Type	Grade 1 in solid form
Packing	**Packing Size**	25.0, 20.0 **(kilogram)**
Test Reports	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Test Report to be submitted to the Buyer on Demand (Select NA if Test report is not available)	Yes Or higher

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arun Gogoi	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	200	730

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

1. **Generic**

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

2. **Generic**

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

3. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Job Name: Supply of Ferric Alum with minimum 16% Al_2O_3 concentration for 2 years.

PRE-QUALIFICATION CRITERIA (PQC):

Pre-Qualification Criteria (PQC) is as given below:

a) Prospective supplier must have experience of supplying the item to any Central or State Govt. Organization / PSU / Public Listed Company in In dia in the last 5 years before the bid opening date. Purchase Order copi es (minimum One) along with invoice copy/delivery challan in support of the same is to be submitted along with the offer.

b) A vendor should be a manufacturer or an authorized dealer or authoriz ed distributor of original Manufacturer. The manufacturer is required to submit supporting documents as proof of manufacturing along with the offer. In the case of authorized dealer or distributor, they must submit authorized dealership certificate or distributorship certificate, or tender specific authorization letter issued by a manufacturer along with offer.

Failure on the part of bidder in not submitting the proper documents as proof of meeting pre-qualif ication of the tender along with unpriced offer and/or submitting incomplete/forged data may lead to rejection of bidder's offer without intimation.

For technical acceptance of the offer, Bidder has to submit necessary document s as per requirement below and confirm & accept following conditions:

1. Alum Ferric- [BIS: 299/1989, Grade-1]: Specimen test certificate for Gr-1 sample should be provid ed at the time of offer for confirmation of material for all parameters as per standard.
2. The bidder must confirm that the material shall be suitable in water treatment for human consum ption as drinking water (WHO standard).
3. Material shall be supplied in loose slabs weighing 20 Kgs. approximately for easy handling.
4. MSDS (Material Safety Data Sheet) and Biodegradability or Shelf-life Certificate shall be submitted along with first consignment.
5. The supplier should submit a Test Certificate (TC) along with each consignment from a Govt. appro ved Laboratory for all parameters mentioned in IS: 299-1989.
6. Acceptance of other parameters is as per Test Certificate to be submitted by the supplier from Gove rnment approved Laboratory.
7. Random samples shall be collected from every lot and tested as per IS: 299-1989 (Reaffirmed 19 99) at QC Laboratory of NRL. The supplier shall be intimated if NRL QC test report does not meet t he standard and consignment shall be rejected with intimation to the supplier.
8. Al_2O_3 content below 15.0 % shall not be accepted. However, if the % Al_2O_3 in between 16.0% to 15.0% quantity shall be corrected in pro-rata w.r.t concentration of Al_2O_3 (applicable for one consi gnment only of total order quantity) i.e. quantity of consignment will be deducted to compensate t he loss due to less concentration bases on the formula.
9. Weighment & Analysis: Our weighment & quality testing at refinery premises by NRL will be final fo r receipt of materials/payment. Tolerance of (+/-) 0.5% shall be accepted. Net weight based on the concentration= {(QC Laboratory of NRL. Al_2O_3 content in terms of percentage)/16%}* consignme

nt weight as per NRL Weighment of NRL will be final & Vendor may witness the same.

10. Other terms and conditions shall be applicable as per GPC of NRL.

TERMS AND CONDITIONS (COMMERCIAL):

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

2. Price Basis: FOR NRL Site, Numaligarh.

3. Delivery Schedule:

Delivery is to be done in staggered basis as per consumption & available storing space at NRL. The quantity indicated is an estimated requirement for a period of two years. Materials shall be delivered at NRL site as per intimation from NRL's side throughout the years with 20-25 MT per lot. Consignment must be delivered within 15 days from the date of intimation.

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

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

(i) While granting extension of the delivery period, where the delivery of goods or any part thereof is accepted after expiry of the original delivery period, NRL may recover from the vendor, the LD a sum equivalent to 0.5% (half percent) per week or part thereof of delay. The total liquidated damages shall not exceed 5% (five percent) of the total value of the goods.

However, if delivery of goods (including installation & commissioning) in a staggered/splitable manner is possible and permissible, then, the LD imposed would be on the value of the portion of the delayed goods.

If the contract involves assembling/ integration/ commissioning of all the ordered goods to get the desired product/output, then, the LD imposed would be on the total order value of goods.

Compensation for loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated is termed as LD. There is no need to establish actual loss due to late delivery. Price reduction clause (PRC) for late delivery shall convey the same meaning as Liquidated Damages (LD).

Where any delay in delivery is due to default by the seller/contractor, any increase in statutory duties and/or upward rise in prices due to the price variation clause (PVC) and/or any adverse fluctuation in foreign exchange during the extended/delayed delivery period are to be borne by the seller/contractor. This will be over and above levy of LD/PRC. However, the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate during the extended/delayed delivery period. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period.

(ii) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 3 (i) above in respect of goods delivered.

Note:

a) In case of package items (ordered as a complete system), the price reduction for delayed delivery shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved).

- b) *In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price reduction clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.*
- c) *Prior approval from NRL to be taken if the party plans to deliver the material in parts / partial shipment basis in case the same is not clearly mentioned as allowable in the Purchase Order.*

5. Payment Terms:

100% within 30 days of receipt and acceptance of goods at site subject to submission of Contract Performance Security (CPS) and Warranty Bank Guarantee (WBG), as applicable.

Note:

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

6. Third Party Inspection (TPI): No

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

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Note:

- (i) NRL is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) in excise duty, custom duty, GST, and any other tax, duty or other levy on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

8. Offer Validity: As mentioned in GeM bid.

Note:

- a) In case the Tenderer revokes/cancels/varies/withdraws his tender within the above period, the OWNER shall have the right to forfeit the EMD, if any, without any further notice to the tenderer.

b) In case of such revocation or cancellation or variation by the Tenderer, without the consent of the OWNER, the OWNER shall have the right to put the tenderer on holid ay list, barring the tenderer from participating in any tender for future tenders.

9. Guaranty / Warranty/: Applicable as given below:

a) The Guarantee/Warranty period shall be for minimum self-life of 6 months, starting from the date of delivery.

b) During the period bidder shall be responsible for the quality and performance of th e material.

d) During the guarantee/ warranty period, bidder shall repair/ replace the material, fre e of cost.

10. Contract performance security (CPS): 3% of the Contract Value.

(i) To ensure due performance of the contract, contract performance security is to be deposited by the successful bidder (s) awarded the contract (CPS is also referred to as PBG or ePBG in GeM). The CPS shall be submitted in a prescribed format as attac hed in Buyer Added Bid Specific ATC (uploaded) section of the GeM Bid document.

(ii) Contract Performance Security is to be furnished within 10 days from the date of Ge M Contract Order and it should remain valid for a period of 03 (three) months beyo nd the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

(iii) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted fails to honour the procurement contract as may be r equired, or fails to provide the contract performance security within the time provid ed by NRL or otherwise withdraws from the procurement process or is found to hav e neglected / abandoned the order / LOA, the award may be terminated, the agency may be debarred as per holiday listing policy of NRL and his EMD/Bid security may be forfeited and other penal actions for breach of contract may be initiated, after se rving a show cause notice.

(iv) The performance security will be forfeited and credited to the procuring entity’s acc ount in the event of a breach of contract by the contractor. It would be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including the warranty period.

11. Warranty Bank Guarantee (WBG): 7% of the Contract Value.

(i) Warranty Bank Guarantee (in addition to CPS) is required to be submitted by succes sful bidder (s) in prescribed format (attached in Buyer Added Bid Specific ATC – up loaded section of the GeM Bid document) in the currency of the contract, valid for 0 3 (three) months beyond the Guarantee/Warranty period.

(ii) Further, contractor may at his option submit a Contract Performance Security (CPS) covering also the WBG value (where WBG is applicable), valid for a period of 03 (thr ee) months beyond the date of completion of all contractual obligations of the contr actor, including warranty / guarantee period (if any) – in which case, he will not be r equired to submit a BG for Warranty.

(iii) In case WBG is not provided by the vendor, equivalent amount shall be kept on hold from payment in lieu of Warranty Bank Guarantee (WBG).

(iv) All compensation or other sums of money payable by the contractor to the owner u nder terms of the contract may be deducted from or paid by the encashment of a sufficient part of his WBG (and CPS) or from any sums which may be due or may become due to the contractor by the NRL. No interest shall be payable by the owner for the sum deposited as CPS or WBG. The CPS and/or WBG amounts will be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including the warranty period.

Address for submission of CPS & WBG:

Jishub Bora
Commercial Department,
Admin building, 3rd Floor
Numaligarh Refinery Ltd. (NRL)
Golaghat, Assam, PIN- 785699
Phone No: +91-8638033923
Email ID: z_jishub@nrl.co.in

BID REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender Document 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.

Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

GENERAL TERMS AND CONDITIONS:

1. NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given timeline, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

2. Consortium/Joint venture bids shall not be accepted.

3. Canvassing in any other form by the bidder or by any other agency on their behalf may lead to dis qualification of their bid.

4. In case any of the document/information(s) furnished by a bidder are found to be false/forged, suc h bidder shall be kept in holiday list/ blacklist apart from other penal actions as deemed fit by NRL.

5. In case any bidder is found to be involved cartel formation, his bid will not be considered for evalu ation/placement of order. Such bidder will also be debarred from bidding in future.

6. Bidders who are on holiday list by NRL or MoPNG will not be considered. Accordingly, the bidder sh all submit a self-declaration as per the format enclosed with the bid. It may be noted that if this de claration is found to be false, NRL shall have the right to reject the bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

7. Printed terms and conditions, if any, submitted with the offer by the bidder shall be ignored and s hall not be applicable in the event of order. In case of contradiction between the terms & condition s mentioned elsewhere in the offer by the bidder and terms and conditions mentioned in the bid d ocument and NRL GPC; terms & conditions mentioned in the bid document and NRL GPC shall prev ail. Moreover, rates & taxes indicated in the BOQ shall prevail.

8. All other terms and conditions of this tender shall be governed by NRL GPC (Indigenous) effective from 29.07.2024 (Attached as Tender annexures in Buyer Added Bid Specific ATC section of the bi d document).

9. NRL reserves the right to defer the date/time of opening of the offer; to make changes in the term s & conditions of tender document and to reject any or all bids at any time/stage without assignin g any reason thereof.

10. NRL reserves the right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bi dder or Bidders of the grounds for such action(s).

11. Bidder to submit all requested (as well as relevant documents as per requirement of the bid) alon g with unpriced offer. Failure on the part of bidder in not submitting the documents in required for mat with unpriced quotation and/or submitting incomplete replies/deviations may lead to rejection of bidder's quotation without any further communication.

POST CONTRACT INFORMATION TO SUPPLIER:

1. Documents required with consignment for Goods receipt (GR) creation.

   (i) Original Tax-Invoice- This is a compulsory document. It would be preferable if either the PO Serial Number or the NRL Item Code were mentioned in the invoice against e ach supplied item.

   (ii) Original E-Way Bill. The E-way bill is to be provided if any of the following three cond itions is true:

      a) The Invoice/ Bill Amount is Rs. 50,000 or more.

      b) The distance travelled to deliver the consignment is 10 Kms or more.

      c) The materials are of the GST category.

   (iii) Documents required for clearance of inspection by user department of NRL.

   (iv) Copy of Consignment Copy- This is a compulsory document provided by the transpo rt driver.

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

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH UNPRICED OFFER:

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

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

1. Documents in support of PQC and Technical Specification, Datasheet etc.
2. Tender acceptance letter (As per enclosed format)
3. Vendor information sheet (As per enclosed format)
4. Dispatch and Invoice information (As per enclosed format)
5. Declaration for not being under liquidation, court receivership or similar proceedings. (As per encl osed format)
6. Self-declaration of debarment / blacklisting / holiday listing (As per enclosed format)
7. Indemnity bond cum GST undertaking (As per enclosed format)
8. Self-declaration of conflict-of-interest free bid. (As per enclosed format)

9. Documents to avail purchase preference as per MSE policy:
   a) Udyam Registration Certificate - *to be uploaded in relevant tab as per provision of GeM.*
   b) Self-Declaration of being manufacturer of offered items- *to be submitted along with unpriced offer (As per enclosed format).*

10. Documents to avail purchase preference as per MII policy: (For Bid Value of 1 Crore or more)
    a) Self-Declaration - to be uploaded in relevant tab as per provision of GeM.
    b) Format 2A, Format-2B and Format-2C - to be submitted along with unpriced offer (A s per enclosed format).
11. **Form A (Certificate of Compliance)** against "Special tender clause on procurement from a bid der from a country which shares land border with India." (As per enclosed format)
12. Integrity Pact. (For Bid Value of 1 Crore or more)
13. Any other relevant documents as per requirement of the tender.

Note:

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

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CONTACT PERSON FOR THIS TENDER:

Bidders may contact following for any clarification regarding the bid.

A. Commercial related Queries

Ratul Nath

Senior Manager (Commercial)

Numaligarh Refinery Limited

Contact No: +91-8653182519

Email ID: ratul.nath@nrl.co.in

B. Technical related Queries

Abhijit Dey Purkayastha

Senior Manager (P&U)

Numaligarh Refinery Limited

Contact No: +91- 9435595801

Email ID: abhijit.purkayastha@nrl.co.in

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5. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

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

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

case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---