

NUMALIGARH REFINERY LIMITED
General Purchase Conditions (Indigenous) - 2023
(Effective from 11.09.2023)

Definition:

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

Unless otherwise specified, the following Terms & Conditions shall be applicable for supply of goods.

1	Price Basis:	Prices are to be quoted on FOR NRL Site, Numaligarh basis (or, FOR NRL Guwahati/New Delhi/Calcutta/Siliguri/Paradeep basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight, third party inspection (if applicable) and transit insurance charges, (all in % age).
1(A)	OEM/Authorised Dealer/Agents of Supplier:	When a bidder sends quotation for an item manufactured by some different company, the bidder is also required to attach, in its quotation, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product as per formats given in RFQ/NIT. However, manufacturer's authorisation / confirmation may not be required for Commercially-Off-the-Shelf items, unless specifically mentioned in the RFQ/NIT. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer / distributor / channel partner will not be considered and EMD (if any) will be returned. And in case of violations, both infringing bids will be rejected.
2	Firm Price:	Quoted prices shall remain firm and fixed till complete execution of the order. 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.
2(A)	Suo motu discounts and rebates after opening of the tender:	If a bidder offers suo motu discounts and rebates after opening of the tender (techno-commercial or financial), such rebates/discounts shall not be considered for the purpose of ranking the offer but if such a firm does become L1 at its original offer, such suo motu rebates will be incorporated in the contracts by NRL.
3	Payment Term:	Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods at site against submission of Performance Bank Guarantee (PBG) as applicable.
4	Weights & Measurements:	All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding. Qty. Tolerance @±0.05% (up to 20 MT) and Tolerance @± 0.03% (beyond 20 MT) for weigh bridge scale variation (Class- III) shall be permissible.

5	Qty. Tolerance:	For items like Structural Steel, Plates, Tor Steel, Cement, Bulk Chemical 5% qty tolerance by weight and for Cable and Pipe materials 5% qty tolerance by length shall be permissible. Payment will be made on actuals within the tolerance limit.
6	Transportation:	Unless otherwise agreed upon, transportation of goods up to the specified destination shall be in Vendor's scope. The materials to be dispatched through a transporter registered as per Carriage by Road Act 2007 and Carriage by Road Rules 2011. The Consignment Note/ Lorry receipt must carry the registration number as per the rules stated in The Carriage by Road Rules, 2011. Material shall be delivered in a truck/vehicle having valid documents like Vehicle Registration Certificate, Insurance Certificate, Pollution Under Control Certificate, Fitness Certificate. The vehicle shall not be overloaded and drivers shall have valid driving license. E-way bill to be generated by vendor/vendor's nominated transporter for movement of goods/materials as per Rule 138 of the CGST Rules, 2017 issued by Central Board Of Indirect Taxes & Customs and any subsequent amendment thereafter.
7	Despatch:	Unless otherwise specified, all LR/RR etc. must be in the name of Numaligarh Refinery Limited and not 'Self'. Any demurrage or wharfage paid by NRL to the carriers due to consignments being booked as 'Self' will be recovered from the vendor. No consignment shall be booked on 'Said to Contain' basis. If so, it will be at vendor's own responsibility and risk.
8	Packing, Marking, Shipping & Documentation:	All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection. Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list. Details given in the "Packing, Marking, Shipping and Documentation Specification. for Indigenous Materials" - wherever enclosed with a Purchase Order shall be strictly followed. For chemicals, MSDS should be a part of transportation documents (the document should specifically mention the conditions for material storage). In case the Chemical is hazardous in nature, it should be legibly recorded on the body of the Drum/ Can as applicable.
9.1 A	Test Certificate:	Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished along with supplies. In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies. Further, shelf-life certificate to be submitted if applicable for the items.
9.1 B	Shelf Life Certification:	Shelf Life for Material / Chemicals / Consumables to be declared based on applicability of the same. A certificate to this effect should be submitted separately certified by competent authority. This is mandatory for all such procurements which become eligible under this broad head.

10	Guarantee/ Warranty:	10.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. 10.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at NRL's concerned location at vendor's risk and cost on due notice. 10.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, NRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility. 10.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced. 10.5. The replacement goods/services shall follow the same Quality Assurance Plan.
11	Insurance Charges:	11.1 Transit insurance shall be in the scope of vendor where delivery basis requirement is 'FOR NRL Site'. 11.2 Only when specifically mentioned in enquiry that delivery basis requirement is 'Ex-works' and transportation by NRL; in those cases only Transit Insurance shall be in NRL's scope. In such instances, vendor shall intimate dispatch details and value of goods in advance over e-mail for transit insurance coverage.
12	Bank Charges:	Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.
13	Offer Validity:	The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry. 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. 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 holiday list, barring the tenderer from participating in any tender for future tenders.
14	Taxes & Duties:	All vendors shall have valid GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required. 14.1 GST: 14.1.1 GST extra as applicable at the time of delivery within scheduled delivery period will be payable by NRL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account. 14.1.2 In case GST is not applicable at present: In case GST gets levied

		due to change in turnover of Vendor, shall be borne by the vendor. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 14.1.1. In case of change in stand of vendor about applicable rate of GST towards higher side, the same will not be payable. 14.1.3 Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable. Vendor shall ask the transporter of the goods to hand over the copy of GST invoice (transporter's copy) at the time of delivery of goods at owner's site. The vendor shall take steps viz. mention relevant GSTIN of NRL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws. Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER. NRL's Range : Bokakhat Division : Jorhat Commissionerate : Dibrugarh PAN : AAACN6984B GSTN : 18AAACN6984B1ZD (Assam) 19AAACN6984B1ZB (WB) 21AAACN6984B2ZP (Odisha) 07AAACN6984B1ZG (Delhi) 07AAACN6984B2ZF* (*Input Service Distributor Delhi)
15	Delivery Period, Delayed Delivery & Liquidated Damages:	15.1 The time and date of Delivery of Material(s) as stipulated in the order shall be strictly adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s). 15.2 The inability of vendors to execute orders in accordance with the agreed/quoted delivery schedule will entitle NRL, at its options, to:

		15.2.1 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. 15.2.2 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 15.2.1 above in respect of goods delivered. <u>Note:</u> 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. 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.
16	Repeat Order:	Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.

17	Part Order:	Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.
18	Changes in Terms & Conditions:	NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered by NRL.
19	Right of Rejection:	NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.
20	Arbitration:	SETTLEMENT OF DISPUTES I. FOR THE SETTLEMENT OF DISPUTES BETWEEN THE COMPANY and THE PARTY, OTHER THAN CENTRAL PUBLIC SECTOR UNDERTAKINGS 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 endeavoured to be amicably settled by the parties in the following manner: - At the first instance by the Engineer-In-Charge/ Purchase Officer - At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorised representatives of Chief Executive of NRL. - 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. - In case party raising the dispute is not satisfied of the dispute by the aforesaid process and/or the dispute is not resolved by mutual agreement and put in writing within 3(Three) months or within such further period as may be mutually agreed from the date the dispute arose, the matter and/or dispute will be then referred to Arbitration and such disputes and/or difference will be resolved through Arbitration according to Arbitration clause mentioned herein below. - However the option of amicably settling the dispute will be open at any time during and post arbitration or during pendency of any court proceeding, arising out of such Arbitration, and is pending before any Court or Tribunal or in any other judicial forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other judicial forum(s).

		<u>ARBITRATION CLAUSE :</u> 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, unless otherwise mutually agreed by the parties, will be Numaligarh Or Guwahati. 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
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		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 . II. FOR THE SETTLEMENT OF DISPUTES WITH Central PSUs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties) appointment will be done as per Government guidelines / circulars, etc. prevailing at the time of reference of the disputes.
21	Jurisdiction:	All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat or Guwahati.
22	Receipt & Confirmation of Order:	The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to NRL.
23	Distribution of Documents:	GST Invoices [03 sets in Original (duly seal and signed)/Digitally Signed Invoice] and other original despatch documents shall be sent to the following billing address: NRL Bill Desk Administrative Building, Numaligarh Refinery Limited Pankagrnt, P.O. Numaligarh Refinery Project (NRP) District: Golaghat, Assam, India. Pin Code : 785699 E-mail: z_billdesk@nrl.co.in
24	Conflict among other Terms and Conditions:	In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular Purchase Order, the later shall prevail to the extent applicable.
25	Non Assignment:	The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.
26	Control Regulations:	Vendor shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.
27	Govt. Policy:	The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.
28	Purchase Preference as per Govt. Policies:	NRL reserves the right to provide purchase preference to bidders as per MSE/ PP-LC/Any other Govt. policy in place.
29	Performance Bank Guarantee:	29.1 Vendor will have to provide Performance Bank Guarantee, as per the prescribed format of NRL, for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). Proforma of Bank Guarantee for Indigenous Purchase (Performance) is available at www.nrl.co.in in Tender Room section. In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

		29.2 If Vendor wants to submit the PBG at Contract level (applicable in case of Rate Contracts) to avoid multiple number of PBG (i.e. PBG issued against every purchase/ call off order) then the validity of PBG will be calculated as mentioned below: Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity period of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee/Warranty Period + 6 month (for invocation / Claim). 29.3 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows: Vendors shall insist their Bank on issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide NRL's Bank Account No. & IFSC Code (Details given in RFQ/NIT/BG Format) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of NRL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to NRL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to NRL. SFMS BG will help in faster verification of BGs and prompt release of payments to vendors. 29.4 Unless otherwise specified, submission of Performance Security/ PBG is not necessary for following type of contract: <table><tr><th>Type of Contract</th><th>Performance Security Amount</th></tr><tr><td>Procurement of Materials up to an individual contract/ order value of Rs. 5 Lakhs.</td><td>Nil</td></tr><tr><td>Procurement of Spares, materials of proprietary nature from OEM, sole selling agent of OEM, authorized dealer and OEM services.</td><td>Nil</td></tr></table>	Type of Contract	Performance Security Amount	Procurement of Materials up to an individual contract/ order value of Rs. 5 Lakhs.	Nil	Procurement of Spares, materials of proprietary nature from OEM, sole selling agent of OEM, authorized dealer and OEM services.	Nil
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Procurement of Spares, materials of proprietary nature from OEM, sole selling agent of OEM, authorized dealer and OEM services.	Nil							
30	Spare Parts:	The vendor must furnish itemized and price list of spare parts required for two year's operation of equipment wherever applicable. The vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as in interchangeability chart, wherever applicable.						
31	Force Majeure:	A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as:- (i) An act of God: A natural calamity like flood, storm, drought, lightning, tidal wave, tsunami, cyclone other natural disaster; earthquakes, epidemics, plague, quarantine restrictions. (ii) Or events such as a war, strike, riots, rebellion or sabotage, terrorism or acts of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, revolution, or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; lockouts, crimes, hostility, civil commotion.						

		(iii) Unforeseen incidents such as fires, explosions, accidents, loss or breakage of major equipment or facilities, structural collapse, radioactive contamination or ionizing radiation; air crash, shipwreck, or train wreck. (iv) Or events like expropriation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, and freight embargoes FM does not include negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause. A FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The contractor has to give notice of FM within 14 days from the date of such event and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Any delays in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by force majeure. Upon receipt of the intimation from the contractor of the happening of a FM event, the EIC shall within 10 days therefrom, determine as to whether such event is an FM event within the meaning of the FM clause and such decision of the EIC shall be final and binding upon the parties. In case EIC is not applicable in the contract, the decision of the HOD of Commercial Dept. shall be final and binding.
32	Sales Conditions:	On the issue of Purchase Order after process of tender, vendor waives and considers as cancelled any of his general sales conditions.
33	New & Unused Materials:	All the material supplied by the vendor shall be brand new, unused and of recent manufacture.
34	Limitation of Liability:	The aggregate liability of the Vendor to NRL under the Contract shall be total Contract Price/total Contract Value, except that this Clause shall not limit the liability of the Contract for following; i. Any liability pursuant to vendor's breach of any Applicable Law; or ii. Any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts or gross negligence or omissions of vendor or its affiliates or any sub-vendor or any supplier or any of its or their respective officers, directors, employees, servants or agents or any other person acting on behalf of the Vendor; or iii. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; or iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property. Neither party shall be liable to the other party for any kind of indirect or consequential loss or damage including loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the contract.

35	Compliance of Regulations:	Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.
35 (A)	Governing Law:	Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.
36	Integrity Pact:	Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.
36(A)	Conflict of Interest among Bidders/ Agents:	A bidder shall not have conflict of interest with other bidders. The bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner(s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. f) In cases of agents quoting in offshore procurements (GTE), on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and [in case of receipt of bids from both the Indian agent & the principal, the principal manufacturer shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the principal manufacturer shall be considered] 2. Indian/foreign agent on behalf of only one principal. g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management

		units in same/ similar line of business. i) However, restrictions under (a), (b), (c), (d) shall not be applicable against licensor recommended agents / suppliers and central/state PSUs. j) Self-declaration from participating bidders w.r.t. not having any conflict of interest with other participating bidders shall be submitted with bids. In case any conflict of interest is found to have occurred, such bidders shall be informed to keep any one bid and withdraw the rest of the bids; In case of non-withdrawal, NRL shall disqualify all such bids with conflict of interest.
37	Competitive Agreements/ Abuse of Dominant Position:	The Competition Act, 2002 as amended by the Competition Amendment) Act 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. NRL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
38	Policy on Holiday Listing:	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.
39	Right of Bidder to Question Rejection at Techno-Commercial Stage:	The tenderer is to be permitted to send his representation in writing in case he feels that a proper procurement process is not being followed and/or his techno-commercial bid has been rejected wrongly. In case of techno-commercial rejection, such representation must be submitted within 48 hours from notification. Representation in case of GeM tenders must be submitted through the facility provided in GeM portal. Bidder's right to question rejection of his bid:- Only a directly affected bidder can represent in this regard:- i) Only a bidder who has participated in the concerned procurement process (i.e., pre-qualification and bidding) can make such representation; ii) In case pre-qualification bid has been evaluated before the bidding of technical/ financial bids (in 2 stage bidding process), an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid (1st stage); iii) In case techno-commercial bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable. iv) However, following shall not be subject to review: a) Determination of the need for procurement; b) Selection of the mode of procurement or bidding system;

		c) Choice of selection procedure; d) Provisions limiting participation of bidders in the procurement process; e) The decision to enter into negotiations with the L1 bidder; f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements; g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and h) Complaints against specifications, except under the premise that they are either vague or too specific so as to limit competition.
39(A)	Confidentiality of Bid Evaluation Process:	Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced. From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission. Any effort by the bidder to influence the Procuring Entity in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.
