

**NUMALIGARH REFINERY LIMITED**  
**General Purchase Conditions (Indigenous)**

**Definition:**

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

1	<b>Price Basis</b>	Prices are to be quoted on FOT NRL Site, Numaligarh basis (or, FOT NRL Guwahati/New Delhi/Calcutta basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight and transit insurance charges, (all in % age).
2	<b>Firm Price</b>	Quoted prices shall remain firm and fixed till complete execution of the order.
3	<b>Payment Term</b>	Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods."
4	<b>Weights &amp; Measurements</b>	All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.
5	<b>Qty. Tolerance</b>	For items like Structural Steel, Tor Steel, Cement, Bulk Chemical 0.5 % qty tolerance by weight and for Cable and Pipe materials 0.5 % qty tolerance by length shall be permissible.
6	<b>Transportation</b>	<p>Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope.</p> <p>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</p> <p>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</p>
7	<b>Despatch</b>	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	<b>Packing, Marking, Shipping &amp; Documentation</b>	<p>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.</p> <p>Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name &amp; Add.), To (Name &amp; Add.), Destination, Item Net &amp; Gross</p>

		<p>Weight, Case No. (Sl. No. of Total Cases) &amp; Dimensions, and shall contain copies of despatch documents and packing list.</p> <p>Details given in the "Packing, Marking, Shipping and Documentation Specification for Indigenous Materials" - wherever enclosed with a Purchase Order shall be strictly followed.</p>
9	<b>Test Certificate</b>	<p>Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished along with supplies.</p> <p>In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.</p>
10	<b>GUARANTEE / WARRANTY:</b>	<p>10.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 24 months from the date of last despatch whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.</p> <p>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.</p> <p>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.</p> <p>10.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.</p> <p>10.5. The replacement goods/services shall follow the same Quality Assurance Plan.</p>
11	<b>Insurance Charges</b>	Transit insurance shall be in NRL's scope only when specifically agreed upon. In such cases, vendor shall intimate despatch details and value of goods in advance per fax for transit insurance coverage.
12	<b>Bank Charges</b>	Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.
13	<b>Offer Validity</b>	The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry.
14	<b>Taxes &amp; Duties</b>	<p>In case of applicability of Excise Duty (ED), relevant ED paid challan-cum-invoice must accompany supplies. For claiming Sales Tax, particulars of Sales Tax registration certificate shall be furnished along with invoices.</p> <p>Statutory variation in taxes &amp; duties within the contractual delivery period shall be borne by NRL. However, in case of delay on a/c of vendor, any new or additional taxes &amp; duties imposed after the contractual delivery date shall be borne by the vendor.</p> <p>NRL's .....</p> <p>CST No. : 18329903946</p> <p>TIN No. (Assam) : 18190032390</p>

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

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

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

		<p>unlawful acts or omissions of vendor, its affiliates or any sub-vendor of any supplier or any of its or their respective officers, directors, employees, servants of agents; or</p> <p>iv. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract;</p> <p>v. Any liability under clause 15.0 of General Purchase Conditions (indigenous) of NRL and clause 5.0 of General Purchase Conditions (imports) of NRL.</p> <p>AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner.</p> <p>However, neither party shall be liable to the other party for any indirect and consequential losses on account of production, revenue or profit.</p>
35	<b>Compliance of Regulations</b>	<p>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.</p>
36	<b>Integrity Pact</b>	<p>Vendors are requested to sign &amp; return our pre-signed IP document, if applicable. This document is essential &amp; 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.</p>
37	<b>Anti-Competitive Agreements/ Abuse of Dominant Position</b>	<p>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&amp;A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India.</p> <p>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.</p>

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