

## Bid Corrigendum

GEM/2024/B/5548057-C9

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. **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. **Buyer Added text based ATC clauses**
  1. Bidder must go through the attached ATC document (Technical / commercial annexures therein), Specification document.
  2. Bidder shall provide duly filled, signed and sealed ATC document (Including Annexures therein), Specification document with Unpriced / techno-commercial offer.
  3. Technical specifications given in specification document shall be final and bidder must quote as per the document, unless amended with corrigendum.
  4. **Contract Performance Security (CPS - ATC Clause)-** The Contract performance security (CPS) shall be 3 % of the GeM Contract value (as indicated in e-BG field in the GeM tender) to be submitted by successful bidder within 10 days of GeM Contract placement / award. The CPS shall be submitted in the format attached as an annexure of ATC. CPS should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee period (if any). Failure in submission of CPS on the part of the successful bidder may lead to breach of contractual obligations, termination of the award and subsequent holiday listing as per NRL policy, as applicable.
5. If any annexure document provided in specification and in ATC is not downloaded properly or not readable kindly email to [manab.borah@nrl.co.in](mailto:manab.borah@nrl.co.in).

#### Corrigendum-1:

Kindly note the following:

1. A. Thermowell which are required with stellited coating, the thickness of the coating shall be of minimum thickness of 1mm.
2. B. The prevailing GPC of NRL (w,e,f, 09.09.2024) which is applicable for this tender mentioned under ATC can be found in the following link [our official website] (replacing the GPC provided as annexure-11 of ATC): [https://www.nrl.co.in/upload/nrlGeneral\\_Purchase\\_Conditions\\_Indigenious\\_09092024.pdf](https://www.nrl.co.in/upload/nrlGeneral_Purchase_Conditions_Indigenious_09092024.pdf)

#### Corrigendum 2:

Tender No: GEM/2024/B/5548057

1. NRL Item Code I-TW-05TE2003-AA: MOC for this item is Alloy 602 CA. Kindly refer attached revised drawing "1322560 R05". Kindly read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as "1322560 R05".

2. 1. NRL Item Code I-TW-05TE1572-00: MOC for this item is Inconel-601. Kindly refer attached revised drawing "1322560 R05". Kindly read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as "1322560 R05".

3. NRL item code I-TC-R-05TE1505-00: Thermocouple element wire diameter shall be not less than 0.5 mm. Physical dimension verification shall be part of TPI with 100% scope.

4. NRL item code I-TE-TC-K12000-6-1: Kindly refer attached new drawing "INST-TECH-DRAW-6.8". Read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as "INST-TECH-DRAW-6.8".

5. Drawing Number INST-TECH-DRAW-7.0: Drawing number INST-TECH-DRAW-7.0 is attached as it was missing in the tender.

6. NRL item code I-TW-06TI3903-00: Refer attached drawing number INST-TECH-DRAW-37.4. Kindly read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as "INST-TECH-DRAW-37.4".

**Refer annexure in ATC for the drawing No**

**1. 1322560 R05**

**2. INST-TECH-DRAW-6.8**

**3. INST-TECH-DRAW-7.0**

**4. INST-TECH-DRAW-37.4**

The prevailing GPC of NRL (w,e,f, 09.09.2024) which is applicable for this tender is included as annexures in ATC.

### **Corrigendum 3:**

Tender No: GEM/2024/B/5548057

With reference to special requirement (where applicable) Annexure-I and Annexure-III are attached for further clarification and reference. Annexure-I and Annexure-III is available in ATC.

3. Buyer uploaded ATC document [Click here to view the file.](#)

### **Disclaimer**

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

### **Domestic Competitive Bidding**

Subject	<b>Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.</b>
E-File Ref	<b>PUR-INSTMNT-1006777</b>

### **Bidder Details**

Registered Name of the Bidder	
PAN Number	
GST Number	
Address	
Contact Person / Authorized Signatory	
Mobile	
Mail Id	

## Agreed Terms & Conditions (ATC)

NRL Invites online bids through GeM Portal on Single Stage Two parts bidding basis (Part-I: Techno-Commercial Proposal & Part-II: Price Proposal) from eligible bidders as per the Scope of supply mentioned in this tender document. Corrigendum / addendum (if any) shall be published in GeM Portal Only.

Duly filled, signed & stamped copies of this pre-filled “terms & conditions document” shall be enclosed with the bidder’s unpriced quotation. Failure on the part of bidder in not returning this duly filled-up “document with unpriced quotation and/or submitting incomplete replies/deviations may lead to rejection of bidder’s quotation”.

<p style="text-align: center;">Pre-Qualification Criteria (PQC)</p>	<p>Documents related to PQC must be submitted along with techno-commercial / unpriced offer to be eligible for further evaluation.</p> <ul style="list-style-type: none"> <li>• The bidder shall be the Manufacturer of the offered items.</li> <li>• <b>Bidder’s participating for Supply of Thermocouple and Thermowell (Non-hydrogen service):</b> The bidder must have prior experience of Supplying Thermowell to any PSU Hydrocarbon Refinery/Petrochemical plant in India during last 10 years (Ten) years ending last day of month previous to the one in which the original bid due date falls. Bidder shall provide following documents in support of this PQC. <ul style="list-style-type: none"> <li>○ Copy of Purchase order issued, directly by the End user or by EPCM on behalf of end user, in the name of the bidder for the “Supply of Thermowell” in any PSU Hydrocarbon Refinery/Petrochemical plant in India’.</li> <li>○ Documentary evidence as proof of successful supply.</li> </ul> </li> <li>• <b>Bidder’s participating for Supply of Thermowell for Hydrogen Service Applications:</b> The bidder must have prior experience of Supplying Thermowell (Rating: 600# Class and above) for Hydrogen service (i.e. HC refinery/petrochemical Processes having only Hydrogen or Hydrogen plus Hydro Carbon mixture) to any PSU Hydrocarbon Refinery/Petrochemical plant in India during last 10 years (Ten) years ending last day of month previous to the one in which the original bid due date falls. Bidder shall provide following documents in support of this PQC. <ul style="list-style-type: none"> <li>○ Copy of Purchase order issued, directly by the End user or by EPCM on behalf of end user, in the name of the bidder for “Supplying Thermowells (600# Class and above) for Hydrogen service (i.e. HC refinery/petrochemical Processes having only Hydrogen or Hydrogen plus Hydrocarbon mixture)” in any PSU Hydrocarbon Refinery/Petrochemical plant in India’.</li> <li>○ Documentary evidence as proof of successful supply.</li> </ul> </li> </ul> <p><i>Note: Bidders must meet the following for their bid to be considered for technical evaluation. NRL reserves the right to disqualify the bid in absence of sufficient supporting documents as asked above against the PQC.</i></p>
<p>Third Party Inspection (TPI)</p>	<p>Applicable</p>

Recommended TPIs	[Refer Special Technical Requirement enclosed as annexure-5]
CPS (Contract Performance Security)	<p>The Contract performance security (CPS) shall be <b>3% of the GeM Contract value</b> (as indicated in e-BG field in the GeM tender) to be submitted by successful bidder within 10 days of GeM Contract placement / award. The CPS shall be submitted in the format attached as an annexure.</p> <p>CPS should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee period (if any).</p> <p><i>Failure in submission of CPS on the part of the successful bidder may lead to <b>breach of contractual obligations, termination of the award and subsequent holiday listing</b> as per NRL policy, as applicable.</i></p> <p>For details on submission of CPS, kindly refer Clause 29(A) of attached GPC (General Purchase conditions -2024) &amp; CPS Annexure.</p>
Warranty Bank Guarantee (WBG)	<p>Applicable</p> <p>The <b>Warranty Bank Guarantee (WBG) shall be 7% (in addition to CPS)</b> of the GeM Contract value to be submitted by the successful bidder.</p> <p>Supplied materials shall be guaranteed against manufacturing defects arising from design, material, workmanship or any omission on part of the vendor/contractor for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch whichever is earlier, unless otherwise specified in the tender document.</p> <p><b>Warranty Bank Guarantee (in addition to CPS)</b> is required to be submitted in the prescribed format (attached in annexure), in the currency of the contract, valid for 03 (three) months beyond the Guarantee/Warranty period.</p> <p><b>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 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee period (if any) – in which case, he will not be required to submit a BG for Warranty.</b></p> <p>In case WBG is not provided by the vendor, equivalent amount shall be kept on hold from his first payment [or subsequent payment(s), if insufficient from first payment] in lieu of Warranty Bank Guarantee (WBG).</p> <p>All compensation or other sums of money payable by the contractor to the owner under 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. <i>No interest shall be payable by the owner for the sum deposited as CPS or WBG.</i> 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.</p>

Payment Terms	<p>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</p> <p><b>Note:</b> Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode. An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B. Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.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.</p> <p>For payment administration or issues related to clearance of Tax Invoices, contractors/suppliers may send their request / query etc. to the e-mail ID: <a href="mailto:livdesk@nrl.co.in">livdesk@nrl.co.in</a>.</p> <p><u>Trade Receivables Discounting System (TReDS):</u> 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.</p>
Loading Criteria (if any)	Not Applicable
Guarantee / Warranty	Applicable as per GPC -2024
Shelf Life	Not Applicable
Tentative Delivery Schedule	Within 4 months of Contract Placement / PO.
Contractual Period	Till completion of Guarantee / Warranty period.
Liquidated Damages	Applicable as per GPC -2024 (Attached as annexure 11)
MSE Purchase Preference	<p>Confirm if you are the manufacturer of the tendered goods in the tender.</p> <p>_____ Yes/ No _____</p> <p>NIC Code of the Manufactured Product _____</p> <p>Please note that to get the MSE Policy-Purchase preference, the bidder must provide the UDYAM Certificate with unpriced offer (In case of CPP portal tender) / relevant tab (In case of GeM tender). The bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.</p> <p>We understand that any wrong declaration in this context shall make my agency / company liable for penal action including Holiday Listing by NRL.</p>

Transportation / Mode of Dispatch	<p>Mode of Dispatch_____</p> <p>Dispatch Location_____</p> <p>Air Freight as % of basic cost in case of emergency at NRL site. This will not form part of the evaluation.</p> <p>_____</p>
Test Certificate	Refer technical specification document.
Repeat Order	Not Applicable
Right to Reject any or all Bids	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 Bidder or Bidders of the grounds for such action(s).
<b>BID REJECTION CRITERIA</b>	<p>Notwithstanding the above, deviation to the following clauses of Tender Document (and subsequent corrigendum/addendum, if any) shall lead to summarily rejection of Bid:</p> <ul style="list-style-type: none"> <li>- Firm Price (Wherever applicable)</li> <li>- Earnest Money Deposit (Bid Security) / Bid Security Declaration / Proof of Exemption (As applicable)</li> <li>- Specifications &amp; Scope of Work</li> <li>- Schedule of Rates / Price Schedule / Price Basis</li> <li>- Duration/Period of Contract / Completion schedule</li> <li>- Period of Validity of Bid</li> <li>- Price Reduction Schedule / Liquidated Damages</li> <li>- Contract Performance Security (Wherever applicable)</li> <li>- Warranty / Guarantee / Defect Liability Clauses and Security Deposit, if applicable (Wherever applicable)</li> <li>- Clause on Settlement of Disputes – Arbitration / Mediation / Jurisdiction of Court (Unless agreed by NRL at the tendering stage itself)</li> <li>- Force Majeure &amp; Applicable Laws</li> <li>- Integrity Pact, if Applicable</li> <li>- Any other condition(s) specifically mentioned in the Tender Document elsewhere, that non-compliance of the clause will lead to rejection of Bid.</li> </ul>
Liquidation Declaration	We herewith declare that we are not under liquidation, court receivership or similar proceedings.
Disclaimer regarding Competition Act	<ul style="list-style-type: none"> <li>• We have gone through &amp; understood clause 1.5 - Consequences of Non- Compliance of Competition Act.</li> <li>• We undertake to report suspected instances of collusion.</li> <li>• We undertake to inform all sub-contracting arrangements including those made after the contract with the competitors, and notification to the procuring agencies if winning bidder assign contract to a competitor.</li> <li>• We undertake that the bids have been developed independently from their competitors.</li> <li>• We undertake to disclose of any prior conduct involving anti-competitive behavior, in India or overseas.</li> </ul>



Tender Acceptance	<p>I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the website(s) namely,                      GeM      /      NRL website(s).</p> <p>I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.</p> <p>The corrigendum(a) / addendum(a) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this document.</p> <p>I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.</p> <p>I / We certify that all information furnished by our Firm is true &amp; correct and if the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including holiday listing.</p>
General Purchase Conditions (2024)	The rest of the terms & conditions shall be guided by NRL General purchase conditions (2024), Govt. Policies provided as an annexure to this document.
Sign & Seal	<p>Authorized Signatory_____</p> <p>Sign_____</p> <p>Seal_____</p> <p><i>Bid documents should contain duly filled, signed / sealed / digitally signed copy of this NIT along with all requisite documents/certificates/declarations etc. The signatory of the bid should have valid Power of Attorney for signing the bid "or" should be the proprietor. Power of Attorney "or" Proprietorship Certificate/Proof in the name of the signatory of the bid should be submitted with the bid/tender.</i></p>

## Communication Matrix / Addresses

Communication matrix must be followed for tender / Post order queries & prompt response.

Technical Correspondence	Name	Akhyajit Phukon	Bibhuti Sarma
	Designation	CM (INST MNT)	CM (INST MNT)
	Email	<a href="mailto:akhyajit.phukon@nrl.co.in">akhyajit.phukon@nrl.co.in</a>	<a href="mailto:bibhuti.sarma@nrl.co.in">bibhuti.sarma@nrl.co.in</a>
	Mob	9435703126	9435139095
Commercial Correspondence	Name	Manab Borah	Udayan Das
	Designation	CM (Commercial)	DGM I/C (Commercial)
	Email	<a href="mailto:manab.borah@nrl.co.in">manab.borah@nrl.co.in</a>	<a href="mailto:udayan.das@nrl.co.in">udayan.das@nrl.co.in</a>
	Mob	9435354978	9435152080
FOR Site / Consignee Location	Material Gate, Numaligarh Refinery complex, Pankagrang, P.O. Numaligarh Refinery Project (NRP) District: Golaghat, Assam, India. Pin Code: 785699		
Billing Correspondence / CPS/ WBG Address	Bill Desk NRL Bill Desk Administrative Building Numaligarh Refinery Limited Pankagrang, P.O. Numaligarh Refinery Project (NRP) District: Golaghat, Assam, India. Pin Code: 785699 E-mail: z_billdesk@nrl.co.in		

## Annexures

The Annexures **which are “applicable”** must be **duly filled & signed with seal** at the time of Unpriced / Techno-Commercial Offer submission Including Signed & sealed ATC document.

Policies	NRL- MSE Policy	Applicable	Annexure-1
	Preference to Make in India (PP-PC) MII Policy (Applicable for Procurement Above 1 Cr.)	Applicable	Annexure-2
Format	Contract Performance security (CPS)	Applicable	Annexure-3
	Warranty Bank Guarantee (WBG)	Applicable	Annexure-4
Technical [Under specification]	Special Technical Requirement	Applicable	Annexure-5
	Drawings	Applicable	Annexure-6 (I to XXXV)
	Item Code & Descriptions	Applicable	RFQ Number : 6000007996
Under MII Policy	Form 2A- Declaration / Undertaking for availing PPLC Benefit (For Procurement up to 10 Cr.)	Applicable	Annexure-7
	Form 2AA – Calculation of Local Content Declaration	Applicable	Annexure-8
	Form 2B- Certification By Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered Towards Local Content (For Procurement Above 10 Cr.)	Not Applicable	
	Form 2C - Declaration of Minimum Local Content (item wise) (For Procurement Above 1 Cr.)	Applicable	Annexure-9
Integrity Pact	Integrity Pact – 2024	Applicable	Annexure-10
NRL - GPC NRL	General Purchase Conditions-2024	Applicable	Annexure-11
Land Boundary Order	Form A -Land Boundary Clause & declaration	Applicable	Annexure-12
Others	Declaration for Debarment / Blacklisting/ Holiday Listing	Applicable	Annexure-13
	Indemnity Bond Undertaking	Applicable	Annexure-14
	Settlement of Disputes	Applicable	Annexure-15

## Instructions to Bidders (ITB)

1.

Bids received by way of post, courier, fax, telegram, or email or in open condition shall not be considered.

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

Clarification on bidding conditions:

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

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

NRL may respond in writing to any request for any information or clarification or query on the bidding conditions, bidding process and/or rejection of its bid - directly to the concerned bidder or by publishing in the e-tendering portal - depending on the nature & content of the information/clarification sought.

2.

Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the contract.

Bidders are requested to resolve all their clarifications/queries to the Bidding Document before submission of bid and submit their bid in total compliance to Bidding Document without any deviation.

The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible in the form of Corrigendum/Addendum. Any modification of the Bidding Document, which may become necessary because of the bidder's query, or for any reason at NRL's initiative, shall be published as a Corrigendum /Addendum which shall form a part of the Bidding document. Bidder shall submit a copy of all the Corrigendum/Addendum duly signed and stamped in token of his acceptance. Bidder shall consider its impact in his bid / submit revised bid within the last bid submission date & time. Bids submitted without all Corrigendum/Addendum are liable to be rejected.

The bidder (s) or his designated representative, who have downloaded the bid document are invited to attend a PRE-BID MEETING (if applicable) as per the details given in the NIT. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage. Further, the minutes of the pre-bid meeting will form a part of the Tender, and the bidder needs to submit the same duly signed & sealed.

3.

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 to elicit an early response. If documents remain unauthenticated till given timeline, NRL reserves the right to reject the bid. A proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

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

NRL at its discretion, may request bidder in writing, to submit the necessary information or documentation, within a reasonable period, to withdraw deviation, reservation, or rectify omission in

	<p>the bid related to documentation requirements. If the tenderer does not comply or respond by the specified date, his tender will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. If sought, the bidders can submit only the shortfall information/documents which pre-existed at the time of the tender opening and which have not undergone change since then.</p> <p>So far as the submission of documents w.r.t. Pre-Qualification Criteria (PQC), after opening of the tenders is concerned, only related shortfall documents may be asked for and considered by NRL [For example, if the bidder has submitted a contract without its completion certificate, the certificate can be asked for and considered. However, no other contract (which was not enclosed or referred in their original Bid), shall be asked for to qualify the bidder]. That is, the bidder shall not be allowed to submit new references or documents w.r.t. PQC, which were neither enclosed nor referred to in their original Bid.</p> <p>If the bidder cites any reference of a job executed for NRL in their original Bid and the bidder is not able to furnish documentary evidence, the internal records of NRL shall be considered.</p>
4.	<p>Disqualification:</p> <ol style="list-style-type: none"> <li>1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or.</li> <li>2. Because of currency of debarment by NRL / MoPNG.</li> </ol>
5.	In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list/ blacklist apart from other penal actions as deemed fit by NRL.
6.	NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids without assigning any reason thereof.
7.	Contentions and Disputes: The PQC shall be interpreted on common usage of terminologies and phrases in this tender instead of legalistic and hair-splitting judgements and NRL's decision in this regard would be final. Hair-splitting, contentious or viciously legalistic interpretations of PQC criteria, disregarding the very rationale of the PQC shall not be entertained.
8.	Consortium/Joint venture bids are not acceptable.
9.	<p style="text-align: center;"><b>Post Contract Information to Supplier</b></p> <p>Documents required <i>with consignment</i> for Goods receipt creation:</p> <ol style="list-style-type: none"> <li>A. 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 each supplied item.</li> <li>B. Original E-Way Bill- This is a compulsory document.</li> <li>C. Technical Documents (Applicable as per PO terms &amp; conditions, without which inspection will not be cleared by user even if materials arrive at site). This is an optional document.</li> <li>D. Copy of Consignment Copy- This is a compulsory document provided by the transport driver.</li> </ol> <p>The absence of any of these documents will cause delays in Goods Receipt (GR) by warehouse, eventually leading to delays in payments.</p>
10.	<p>The E-way bill is to be provided if any of the following three conditions is true:</p> <ol style="list-style-type: none"> <li>A. The Invoice/ Bill Amount is Rs. 50,000 or more.</li> <li>B. The distance travelled to deliver the consignment is 10 Kms or more.</li> <li>C. The materials are of the GST category.</li> </ol>
11.	<p style="text-align: center;"><b>Procedure for Return of OSRD (Outstanding Short Rejected &amp; Damaged) goods</b></p> <p>Return of OSRD goods shall be done based on the details provided in the material inspection report submitted by the user department. The materials will be sent to your facility from our warehouse at the earliest. In this context, the warehouse shall inform your organization of the issue and ask you to</p>

collect the materials from NRL at the earliest.

In this context, you will be required to provide us the following information/ documents required for returning the rejected materials to your facility:

- Valid Work-Email.
- Valid Contact Number.
- Copy of Authorization certificate (on company letterhead) issued to transporter for returning the rejected goods.
- Contact Details of Transporter:
  - Name of Agency (with GSTIN).
  - Name of Driver (With supporting documents).
  - Vehicle details (With supporting documents).
  - Address (with GSTIN) to where the items must be sent.
  - Tentative date of collecting the rejected items from NRL facility (Preferably with one day advance notice).

Please note that the freight shall be borne by your organization.

Kindly provide all supporting documents in a single pdf attachment at the earliest.

The same rules apply in case the materials are collected by Courier Services. In that case, the following information shall have to be provided in advance:

Courier Service Name

Contact Details: Name, Email & Phone No.

**Information to transporter / goods carrier**

Kindly share the following details with the driver, regarding the rules for gate-pass and material delivery at warehouse.

- Vehicles without the following valid documents (for vehicle and driver) shall not be allowed into the refinery premises, and will be sent back:
  - Driver's License.
  - Vehicle Pollution Certificate.
  - Vehicle Fitness Certificate.
  - Vehicle Insurance Certificate.
  - Minimum Personal Protective Equipment (PPE):
    - Industrial Safety Helmet.
    - Industrial Safety Shoes.
- All materials for refinery except those for Numaligarh Refinery Expansion Project (NREP) are to be entered through the MATERIAL GATE near NRMT (Numaligarh Refinery Marketing Terminal) only.
- Only diesel driven vehicles are allowed inside the refinery premises for the movement of goods. Transporters with any other fuel driven vehicle will not be allowed.
- 12. • Gate Pass Procedure:
  - The office starts at 8:00 AM and goes up to 4:45 PM.
  - At the MATERIAL GATE CISF office, the driver must call at the following numbers (on the following days of the week) for Gate Pass:
    - Monday: 3624
    - Tuesday: 3646
    - Wednesday: 3640
    - Thursday: 3641
    - Friday: 3639
    - Saturday (2nd & 4th): 3643
    - Saturday (1st & 3rd): Closed
    - Sunday: Closed
  - Warehouse Desk Team: 3638 is to be called for any other problem regarding gate-pass.
- Material Gate shall remain closed from 1:00 PM to 2:00 PM on all working days.
- After obtaining Gate Pass the driver must report to the warehouse for unloading of the materials.
- Please note that once the vehicle has entered the refinery premises, it will be allowed to leave

	<p>the premises only after unloading is completed.</p> <p>In-case, the unloading is not completed in one day, the vehicle shall remain inside the refinery premises, but the driver must leave the site after official working hours.</p>
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Efile No: PUR-INSTMNT-1006777

Tender name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

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

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

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

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

**A. Qualifying Criteria for MSE Bidder:**

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

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

The Udyam Registration Certificate shall be valid as on close date of the tender. The certificate may be verified online during the bid evaluation and particulars submitted must be found to be valid in the Udyam website.

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

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

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

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

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

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

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

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

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



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

**• Issue of Tender Sets Free of Cost**

All Tenders shall be provided free of cost and tender documents are downloadable from the Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> or GeM portal or can be obtained from the Office of General Manager (Commercial). NITs are also published in NRL Website [www.nrl.co.in](http://www.nrl.co.in)

**• Exemption from payment of EMD (Earnest Money Deposit)**

MSE units meeting the qualifying criteria (point A above) shall be exempted from paying EMD, if EMD is applicable against the tender.

**• Price preference for MSE Bidder**

- I. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% (evaluated price) shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value (Refer Point F(i) for applicability). Matching of L1 price shall be offered to MSEs in the sequence of their ranking (i.e., L2, L3, L4 and so on). In case of more than one such MSE within the L1+15% band, the supply shall be shared proportionately (to tendered quantity) provided such MSE bidders matches the L1 price.
- II. In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.
- III. NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

**IV. For Supply of Goods only**

- The quantity against the tender may be split to enable ordering of 25% of tender quantity to MSE bidder(s) within the price range of L1 bidder's price + 15% subject to their matching L1 bidder's evaluated price. (Refer point F(i) for applicability)
- In case where tender quantity can be split and MSE vendor is already getting order for more than 25% of the tender value by being L1 or through matching L1 price, no additional purchase preference is required to be given in that tender. In such cases, the sequence of matching L1 bidder's price shall start from the splitable item with highest amount onwards. Once 25% of the tender value is achieved for MSE vendor(s), no additional purchase preference is required to be given in that tender.
- The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.
- Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.
- Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.
- While granting purchase preference as above, procurement of goods may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

**Clarification**

*In case where quantity against a line item cannot be split (i.e., 25% to MSEs) or items with single quantity or in grouped item, the complete line item/ group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.*

*In case, quantity(ies) against an item/ group cannot be split among MSEs, first opportunity shall be given to*

*MSEs owned by Women*

*then to MSEs owned by SC/ ST entrepreneurs, and*

*lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*

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

**V. For Supply of Goods as well as Services:**

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

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

- The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises as per latest definitions under MSME rules or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded with his bid for evaluation by the buyer.
- As per Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications.

An entity shall be considered as a 'start-up'-

- Up to ten years from the date of its incorporation/ registration.
  - If its turnover for any of the financial years has not exceeded Rs 100 (Rupees Hundred) crore
  - It is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
  - Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognized as Startup by DPIIT.
- This waiver of prior turnover and prior experience will not be applicable for items related to public safety, health, critical security operation and equipment's etc.
  - If PTR for MSEs is not completely waived off but proposed to relax the same up to certain extent compared to PQC set for other non MSE bidders, in such cases, prior experience may be partially relaxed, however, prior turnover will remain waived off.

**F. Applicability of the Policy**

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

eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid.

- Policy meant for procurement of only goods produced and service rendered by MSEs. However, traders /resellers /distributors /authorized agents will not be considered for availing benefits under Public Procurement Policy 2012 for MSEs, except exemption from payment of EMD.
- Public Procurement Policy is applicable for supply of goods and services. Works contract is not covered under the PP Policy for MSME. Accordingly, the clause D 3 (Price preference for MSE bidder) and clause E (Relaxation of past track record (PTR) for MSEs and Startups) as mentioned above will not be extended to works contracts.
- The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

**G. Providing MSE benefits to medium category bidders**

- As per amendment made in Micro, Small and Medium Enterprises Development Act, 2006 vide S.O. 2119(E), dated the 26th June, 2020, and published in Govt. of India gazette notification dated 18th October 2022.
  - The notification states that - " (5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change."
  - Further it was clarified vide Press Release published on 19th October 2022 in Govt of India website <https://pib.gov.in/PressReleaseIframePage.aspx?PRID=1869091> that, - “ Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.”
  - Therefore, a medium category bidder can claim for benefits provided to MSEs as per our tender conditions, provided the bidder is eligible by meeting the conditions stipulated in the gazette notification stated above.
-

**File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)**

**Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)**  
\*\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

To,

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

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

Sir/Madam,

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

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

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

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

Yours faithfully

  
(Santanu Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

**Copy to:**

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

**Copy for information to:**

Secretary, DPIIT



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

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

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### 3A. Purchase Preference

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

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

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

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

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

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

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

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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

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

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

8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content:**

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.



- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.



- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

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

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

.....Contd. p/8



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

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

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

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

**15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
 Secretary, Commerce—Member  
 Secretary, Ministry of Electronics and Information Technology—Member  
 Joint Secretary (Public Procurement), Department of Expenditure—Member  
 Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9



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

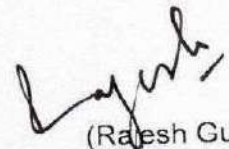
**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

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

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

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



(Rajesh Gupta)  
Director

Tel: 23063211

[rajesh.gupta66@gov.in](mailto:rajesh.gupta66@gov.in)



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

264-C, North Block, New Delhi.

18.05.2023.

### **OFFICE MEMORANDUM**

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

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

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
  - ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)
2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

#### **Guidelines**

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

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

Tender name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

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

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

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

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

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

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

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

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
  - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
  - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
    - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
    - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

(Kanwalpreet)  
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

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



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

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

**Item** – Desktop computer

**Qty** – 50 Nos.

**Details of bids received**

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

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

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File No.: FP-20013/2/2017-FP-PNG-Part(1) (E-36682)

**Government of India**  
**Ministry of Petroleum and Natural Gas**  
**(Flagship Programme Cell)**

\*\*\*\*

Shastri Bhawan, New Delhi

Date 11<sup>th</sup> July, 2023

To,

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

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

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

Sir/ Madam,

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

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

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

*hahul*  
11/07/23

Annexure-2

Efile No: PUR-INSTMNT-1006777

Tender name:Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

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

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

Yours faithfully



(Kapil Kumar)

Under Secretary to the Govt. of India

Tel.:011-23383074

**Copy to,**

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

**Copy for information to,**  
Secretary, DPIIT

### Annexure-3

E-File No: PUR-INSTMNT-1006777

Tender name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

#### **BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY**

- 1) BG shall be as per the prescribed format provided below.
- 2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee (if any).
- 3) Acceptable forms of Bank Guarantee: -
  - (a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

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

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

I. Beneficiary bank details:

Axis Bank

Chhibber House, Ground Floor, G.S Road,  
Guwahati -781005 IFSC: UTIB0000140

II. Advising message to be sent to beneficiary bank:

IFN 760 / IFN 760 COV for issuance of bank  
guarantee IFN 767 / IFN 767 COV for amendment  
of bank guarantee

Field number as “7037” and Particulars (to be mentioned in Row 1) as “NRL140025551” should be correctly captured in the above messages.

The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

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

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Annexure-3

E-File No: PUR-INSTMNT-1006777

Tender name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

**PROFORMA OF BANK GUARANTEE CONTRACT PERFORMANCE SECURITY**

Dear Sirs,

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

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

And the Bank hereby agrees with the Company that:

- i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Contractor arising upto and until midnight of..... with a claim period until six (6) months thereafter, i.e., until midnight of .....
- ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Contractor's obligations/liabilities under and/or in connection with the said contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and/or liabilities under or in connection with the said contract, and to vary the terms vis-a-vis the contractor of the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the contractor or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the contractor but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking

Annexure-3

E-File No: PUR-INSTMNT-1006777

Tender name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the contractor (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the contractor or any other order of communication whatsoever by the contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

- vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the contractor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the casemay be, and payable by the Bank to Company in terms hereof.
- vii) Not withstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within six months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.

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Tender name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

**PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE (WARRANTY/GUARANTEE)**

This deed of Guarantee made this ..... day of by ..... Bank registered under..... and having its registered office at..... and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at 122A, G.S. Road, Christanbasti Guwahati-781 005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

**WHEREAS**

1. The Company has placed an Order No. .... Date (hereinafter referred to as "the order") with M/s ..... a company registered under Indian Companies Act 1956 having its registered office at ..... And whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier").
2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs. .... being the amount equivalent to..... percentage of the total value of the order for fulfilling the contract.
3. The Surety, at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of from the date of commissioning/installation OR from the date of delivery.
4. The Surety binds himself to pay to the extent of Rs. .... in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.
5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. .... (Rupees ..... only) and it will remain in force till..... unless a suit or action to enforce a claim under Guarantee is filed against us within six months from (Which is date of expiry of guarantee). However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfill the contract.
6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereunto ..... (the day).

\*\*\*

**Job Name** : Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL  
**Tender No.** :

**FORMAT- 2A**

**(DECLARATION TO BE SUBMITTED ALONG WITH UNPRICED BID)**

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

Bidders are requested to select 'Yes' or 'No' by putting '√' mark against declaration column below.

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

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

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

**Job Name:** Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.  
**Tender No.:**

FORMAT– 2AA

**Format for calculation of Local Content in Goods Contracts**

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

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

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

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



For multiple item splitable tenders

**Job Name:** Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.  
**Tender No. :**

FORMAT-2C

Declaration of Minimum Local Content (item wise)  
(Applicable for Multiple Item Splitable Tender)

BOQ Sl. No.	Item Short Text	Bidder's Declaration of Minimum Local Content (item-wise) (To be filled from options provided in last column)	Available Options
10	Item 1		<b><i>Class-I Local Supplier (Min LC <math>\geq</math> 50%)</i></b> <b><i>or</i></b> <b><i>Class-II Local Supplier (20% <math>\leq</math> Min LC &lt; 50%)</i></b> <b><i>or</i></b> <b><i>Non-Local Supplier (Min LC &lt; 20%)</i></b> <b><i>or</i></b> <b><i>Item Not Quoted</i></b>
20	Item 2		
30	Item 3		
40	Item 4		
..	.....		
..	.....		

**Bidder's signature: (With Seal/ Stamp)**

**Date:**

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

**INTEGRITY PACT**

**NOTE TO BIDDER:**

- a. Proforma of Integrity Pact(enclosed) shall be returned by the Bidder(s) along with the bid documents (technical bid in case of 2 part bids), duly signed by the same Signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed shall result in the bid not being considered for further evaluation.
- b. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of the Integrity Pact.
- c. If the contract has been terminated according to the provisions of the Integrity Pact, or if NRL is entitled to terminate the contract according to the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Contractor / Supplier Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee as per provisions of the Integrity Pact.
- d. Bidders may raise disputes / complaints, if any, with the Independent External Monitor(s) through email followed by written document or telephone and written document. However date of receipt of complaint shall be the date of receipt of signed written document only.

Name / address / e-mail ID of Independent External Monitor appointed to oversee implementation of Integrity Pact Programme at NRL is mentioned below.

**Name & Address of Independent External Monitors for  
Monitoring / Implementation of Integrity Pact.**

1. Shri Arun Kumar Gupta, Ex-CMD  
Shipping Corporation of India,  
E-68 B, Nandanvan CHS, Sector 17 Nerul, Navi Mumbai, Pin  
400706 Email: guptaarun55@rediffmail.com
2. Smt. Archana Pandey Tiwari. IRS (Retd.) C-32, Nangal Dewat,  
Vasant Kunj  
New Delhi - 110070  
Email: ampandey2001@yahoo.com

(पल्लव कुमार दास/Pallav Kumar Das)  
मुख्य महाप्रबंधक (वाणिज्यिक)/CGM (Commercial)  
नुमालीगढ़ रिफाइनरी लिमिटेड/Numaligarh Refinery Ltd.  
122ए, जी. एस. रोड क्रिश्चनबस्ती, गुवाहाटी-5  
122A, G.S. Road, Christianbasti, Guwahati-5

## INTEGRITY PACT

### Between

Numaligarh Refinery Limited (NRL) hereinafter referred to as "The Principal",  
And

.....hereinafter referred to as "The  
Bidder/Contractor/Supplier"

### Preamble

The Principal intends to award, under laid down organization procedures, contract/s for..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



## **Section 2 - Commitments of the Bidder / Contractor/ Supplier**

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder / Contractor/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder / Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e) The Bidder / Contractor/ Supplier who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.



- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder /Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.





### **Section 5 - Previous Transgression**

- (1)The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2)If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors**

- (1)The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2)The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3)The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 - Independent External Monitors**

- (1)The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2)The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.



- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration


This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.



### Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor/ Supplier is a joint venture, a consortium or a partnership firm, this agreement must be signed by all partners / members of the concern. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub- sub-contractor.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

  
For the Principal (Pallav Kumar Das)  
मुख्य महाप्रबंधक (वाणिज्यिक) / CGM (Commercial)  
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Ltd.  
122 ए, जी. एस. रोड क्रिश्चनबस्ती, गुवाहाटी-5  
122A, G.S. Road, Christianbasti, Guwahati-5

.....  
For the Bidder/  
Contractor/Supplier

Place .....

Witness1:.....  
(Signature/Name/Address)

Date .....

Witness2:.....  
(Signature/Name/Address)



**NUMALIGARH REFINERY LIMITED**  
**General Purchase Conditions (Indigenous) - 2024**  
**(Effective from 29.07.2024)**

**Definition:**

1. 'NRL'/'Owner' means 'Numaligarh Refinery Limited'
2. 'Vendor'/'Contractor' 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	<b>Price Basis:</b>	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)	<b>OEM/Authorised Dealer/Agents of Supplier:</b>	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	<b>Firm Price:</b>	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)	<b>Suo motu discounts and rebates after opening of the tender:</b>	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	<b>Payment Term:</b>	Unless otherwise specified/agreed, the payment term shall be "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.
4	<b>Weights &amp; Measurements:</b>	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	<b>Qty. Tolerance:</b>	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	<b>Transportation:</b>	Unless otherwise agreed upon, transportation of goods up to the specified destination shall be in Vendor's scope.

		<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> <p>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 &amp; Customs and any subsequent amendment thereafter.</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 Weight, Case No. (Sl. No. of Total Cases) &amp; 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.</p>
9.1 A	<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> <p>Further, shelf-life certificate to be submitted if applicable for the items.</p>
9.1 B	<b>Shelf Life Certification:</b>	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	<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 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.</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</p>

Job name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

		<p>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>	<p>11.1 Transit insurance shall be in the scope of vendor where delivery basis requirement is 'FOR NRL Site'.</p> <p>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.</p>
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>	<p>The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry.</p> <p>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.</p> <p>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.</p>
14	<b>Taxes &amp; Duties:</b>	<p>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.</p> <p><b>14.1 GST:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

		<p>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.</p> <p>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.</p> <p>NRL's ..... Range : Bokakhat Division : Jorhat Commissionerate : Dibrugarh PAN : AAACN6984B GSTN : 18AAACN6984B1ZD (Assam) 19AAACN6984B1ZB (WB) 21AAACN6984B2ZP (Odisha) 07AAACN6984B1ZG (Delhi) 07AAACN6984B2ZF* (*Input Service Distributor Delhi)</p>
15	<b>Delivery Period, Delayed Delivery &amp; Liquidated Damages:</b>	<p>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).</p> <p>15.2 The inability of vendors to execute orders in accordance with the agreed/quoted delivery schedule will entitle NRL, at its options, to:</p> <p>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.</p> <p>However, if delivery of goods (including installation &amp; 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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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</p>

		<p>to its right under 15.2.1 above in respect of goods delivered.</p> <p><u>Note:</u></p> <p>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).</p> <p>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.</p> <p><b>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.</b></p>
16	<b>Repeat Order:</b>	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	<b>Part Order:</b>	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	<b>Changes in Terms &amp; Conditions:</b>	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	<b>Right of Rejection:</b>	NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.
20	<b>Arbitration:</b>	<p>SETTLEMENT OF DISPUTES</p> <p>I. FOR THE SETTLEMENT OF DISPUTES BETWEEN THE COMPANY and THE PARTY, OTHER THAN CENTRAL PUBLIC SECTOR UNDERTAKINGS</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 endeavoured 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</p> <p>b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorised representatives of Chief Executive of NRL.</p> <p>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.</p> <p>d) 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</p>

		<p>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.</p> <p>e) 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).</p> <p><b><u>ARBITRATION CLAUSE :</u></b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>vii. Place of arbitration, unless otherwise mutually agreed by the parties, will be Numaligarh Or Guwahati.</p> <p>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</p>
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		<p>Golaghat or Guwahati shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator(s) / Arbitral tribunal shall be filed in the concerned courts in the District Court of Golaghat or Kamrup Metro .</p> <p>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.</p>
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 or Guwahati.
22	<b>Acceptance of bid &amp; Acknowledgement of Order:</b>	<p>Upon acceptance of bid, a brief LOA (or GeM contract in case of GeM tenders) will be issued to the successful agency. If applicable as per tender / LOA / GeM contract, contract performance security (CPS), has to be submitted by the successful agency within the specified/allowed timeline. Upon submission of CPS by the agency, system generated detailed purchase order will be issued for the purpose of signing of contract. No bills will be processed until the CPS deposit, if applicable, is received by NRL.</p> <p>Following standard clause will become part of the detailed contract:</p> <p>QUOTE [ <i>Documents referred will be suitably removed / added / filled by NRL, as applicable</i> ]</p> <p>“This Order ("WO/PO/DLoA/FOA No. and date") is issued pursuant to the Terms and Conditions mentioned in the RFQ/NIT (including, inter-alia, the General Purchase Conditions (GPC) ‘and/or’ the General Conditions of Contracts (GCC) including the clause for Arbitration therein; Special Purchase Conditions ‘and/or’ Special Conditions of Contract; Schedule of Rate (SOR); General Obligations, Specifications, Drawings, Plans, Time Schedule of Delivery/Completion); ‘and/or’ Terms and Conditions mutually agreed in writing thereafter ‘and/or’ outlined herein. Acknowledgement of this Order by [<i>Vendor’s Name</i>] implies an agreement to adhere to these specified terms / documents, forming a binding contract between [<i>Vendor’s Name</i>] (the Vendor/Contractor) and Numaligarh Refinery Limited (the Owner).”</p> <p>[Sealed / Signed &amp; Dated by – <i>NRL Signatory</i>]</p> <p>[Sealed / Signed &amp; Dated in acknowledgement by - <i>Vendor’s Name</i>]</p> <p>UNQUOTE</p> <p>The vendor shall acknowledge receipt of the purchase order within 7 days of receipt. The vendor shall sign &amp; seal (or digitally sign) the acknowledgement and return the same to NRL.</p>
23	<b>Distribution of Documents:</b>	<p>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:</p> <p>NRL Bill Desk Administrative Building, Numaligarh Refinery Limited Pankagrath, P.O. Numaligarh Refinery Project (NRP) District: Golaghat, Assam, India. Pin Code : 785699 E-mail: z_billdesk@nrl.co.in</p>
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 later 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 as per Govt. Policies:</b>	NRL reserves the right to provide purchase preference to bidders as per MSE/PP-LC/Any other Govt. policy in place.																
29(A)	<b>Contract Performance Security (CPS):</b>	<p>To ensure due performance of the contract, contract performance security is to be deposited by the successful bidder awarded the contract [ <i>CPS is also referred to as PBG or ePBG in GeM</i> ].</p> <p>The rate of Contract Performance Security shall be as follows, unless otherwise specified in the NIT/RFQ:</p> <table><tr><th>Type of Contract</th><th>Rate of CPS</th></tr><tr><td>Procurement of materials up to an individual contract value of Rs. 10 Lakhs.</td><td>Nil</td></tr><tr><td>Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.  Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.</td><td>Nil</td></tr><tr><td>Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.</td><td>3% of contract value</td></tr><tr><td>Materials for Plant Emergency / Emergency (Emergency to be declared by NRL).</td><td>Nil</td></tr><tr><td>Nomination supplies by PSUs.</td><td>Nil</td></tr><tr><td>Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 3% of contract value].</td><td>3% of annualized / estimated contract value</td></tr><tr><td>Procurement of materials with Staggered delivery.</td><td>3% of contract value</td></tr></table> <p>Note:-</p> <p>1) For the purpose of determining the applicability and amount of Contract Performance Security, the contract / order value including delivery charges like packing, freight, insurance, TPI etc. and value of associated services like installation, commissioning, AMC etc. shall be considered unless otherwise specified in the RFQ/NIT. However, the order value excluding taxes and duties shall be considered for determining the amount of security/BG. For GeM contracts, applicability limits or value as ascertained by GeM policy shall be applicable.</p> <p>2) Annualized contract value shall be total contract value [as defined in (1) above] divided by the number of years [provisional extension period, if any, and corresponding value, shall be excluded].</p> <p>Contract Performance Security is to be furnished within 10 days from the date of notification of the award (LOA) and it should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any). The CPS may be deposited through online payment in an acceptable form to designated account of NRL or in the form of BG as per prescribed format for CPS [<i>refer clause 40 below for further details</i>].</p> <p>The earnest money deposit (EMD), wherever applicable, of the contractor whose tender may be accepted, if paid in forms other than Bank Guarantee, can be converted to and adjusted with contract performance security for due performance of the contract, if the contractor so desires. In such case, the shortfall amount towards CPS (if any) may be deposited through online payment in an acceptable form to designated account of NRL or in the form of BG as per prescribed format of NRL (or GeM) for CPS.</p>	Type of Contract	Rate of CPS	Procurement of materials up to an individual contract value of Rs. 10 Lakhs.	Nil	Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.  Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.	Nil	Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.	3% of contract value	Materials for Plant Emergency / Emergency (Emergency to be declared by NRL).	Nil	Nomination supplies by PSUs.	Nil	Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 3% of contract value].	3% of annualized / estimated contract value	Procurement of materials with Staggered delivery.	3% of contract value
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Procurement of materials with Staggered delivery.	3% of contract value																	



		<p>Detailed contract shall be signed and entered into after receipt and verification of the requisite CPS, if applicable.</p> <p>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 required, or fails to provide the contract performance security within the time provided by NRL or otherwise withdraws from the procurement process or is found to have 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 serving a show cause notice.</p> <p>The performance security will be forfeited and credited to the procuring entity's account 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.</p> <p>Proforma of Bank Guarantee for Contract Performance Security is available in <a href="http://www.nrl.co.in">www.nrl.co.in</a> (Tenders -&gt; Download Manuals section).</p>																		
29	<b>Warranty Bank Guarantee (WBG):</b>	<p>In case of <b>capital equipment goods</b>, supplied materials shall be guaranteed against manufacturing defects arising from design, material, workmanship or any omission on part of the vendor/contractor for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch whichever is earlier, unless otherwise specified in the RFQ/NIT.</p> <p>For materials other than capital equipment goods, Guarantee/Warranty of the supplied goods shall be provided by the supplier/contractor where a condition for Guarantee/Warranty is specifically provided in the RFQ/NIT. The period of Guarantee/Warranty shall be as per clause 10 above or as mentioned in the Guarantee/Warranty clause of the RFQ/NIT.</p> <p>In such cases, as specified above, a Warranty Bank Guarantee (in addition to CPS) is required to be submitted in the prescribed format, in the currency of the contract, valid for 03 (three) months beyond the Guarantee/Warranty period.</p> <p>The rate of Warranty Bank Guarantee shall be as follows, unless otherwise specified in the NIT/RFQ:</p> <table><tr><th>Type of Contract</th><th>Amount of Warranty Bank Guarantee</th></tr><tr><td>Procurement of materials up to an individual contract value of Rs. 10 Lakhs.</td><td>Nil</td></tr><tr><td>Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.</td><td>Nil</td></tr><tr><td>Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.</td><td>Nil</td></tr><tr><td>Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.</td><td>7% of contract value</td></tr><tr><td>Materials for Plant Emergency / Emergency</td><td>7% of contract value</td></tr><tr><td>Nomination supplies by PSUs.</td><td>7% of contract value</td></tr><tr><td>Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 7% of contract value].</td><td>7% of annualized / estimated contract value</td></tr><tr><td>Procurement of materials with Staggered delivery.</td><td>7% of contract value / individual lot ordered, at the discretion of supplier</td></tr></table>	Type of Contract	Amount of Warranty Bank Guarantee	Procurement of materials up to an individual contract value of Rs. 10 Lakhs.	Nil	Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.	Nil	Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.	Nil	Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.	7% of contract value	Materials for Plant Emergency / Emergency	7% of contract value	Nomination supplies by PSUs.	7% of contract value	Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 7% of contract value].	7% of annualized / estimated contract value	Procurement of materials with Staggered delivery.	7% of contract value / individual lot ordered, at the discretion of supplier
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		<p>Note:-</p> <p>1) For the purpose of determining the applicability and amount of Warranty Bank Guarantee, the contract / order value including delivery charges like packing, freight, insurance, TPI etc. and value of associated services like installation, commissioning, AMC etc. shall be considered unless otherwise specified in the RFQ/NIT. However, the order value excluding taxes and duties shall be considered for determining the amount of security/BG. For GeM contracts, value as ascertained by GeM policy shall be applicable.</p> <p>2) Annualized contract value shall be total contract value [as defined in (1) above] divided by the number of years [provisional extension period, if any, and corresponding value, shall be excluded].</p> <p>Vendor shall submit the Warranty Bank Guarantee for amount of Seven percent (7%) of the contract value as with an unconditional BG, as per prescribed format of NRL, <i>[refer clause 40 below for further details]</i> "OR"</p> <p>In cases, where WBG is applicable, it is normally permissible to allow Contract Performance Security to be valid upto 90 (ninety) days beyond delivery/ commissioning period; and the vendor may submit a fresh Warranty Bank Guarantee of 10 (ten) per cent of the value of the goods in the currency of the contract valid upto 90 (ninety) days beyond the Guarantee/Warranty period. In such cases, the performance guarantee will be returned only after satisfactory delivery/commissioning and receipt of the warranty bank guarantee.</p> <p>Further, contractor may at his option submit a Contract Performance Security covering also the WBG value (where WBG is applicable), valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any) – in which case, he will not be required to submit a BG for Warranty.</p> <p>In case, WBG is not provided by the vendor, equivalent amount shall be kept on hold from his first payment [or subsequent payment(s), if insufficient from first payment] in lieu of Warranty Bank Guarantee.</p> <p>All compensation or other sums of money payable by the contractor to the owner under 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 owner. 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.</p> <p>Proforma of Bank Guarantee for Indigenous Purchase (Warranty/Guarantee) is available at <a href="http://www.nrl.co.in">www.nrl.co.in</a> in Tender Room section.</p>
30	<b>Spare Parts:</b>	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	<b>Force Majeure:</b>	<p>A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as:-</p> <p>(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.</p> <p>(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.</p>

		<p>(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.</p> <p>(iv) Or events like expropriation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, and freight embargoes</p> <p>FM does not include negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</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:</b>	<p>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;</p> <ul style="list-style-type: none"> <li>i. Any liability pursuant to vendor's breach of any Applicable Law; or</li> <li>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</li> <li>iii. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; or</li> <li>iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property.</li> </ul> <p>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.</p>
35	<b>Compliance of Regulations:</b>	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)	<b>Governing Law:</b>	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	<b>Integrity Pact:</b>	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)	<b>Conflict of Interest among Bidders/ Agents:</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) they have controlling partner(s) in common; or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/agent for purposes of this bid; or</li> <li>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</li> <li>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.</li> <li>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: <ul style="list-style-type: none"> <li>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 &amp; the principal, the <b>principal manufacturer</b> shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the <b>principal manufacturer</b> shall be considered]</li> <li>2. Indian/foreign agent on behalf of only one principal.</li> </ul> </li> <li>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;</li> <li>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.</li> <li>i) However, restrictions under (a), (b), (c), (d) shall not be applicable against licensor recommended agents / suppliers and central/state PSUs.</li> <li>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.</li> </ul>
37	<b>Competitive Agreements/ Abuse of</b>	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



	<b>Dominant Position:</b>	<p>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>
38	<b>Policy on Holiday Listing:</b>	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 <a href="http://www.nrl.co.in">www.nrl.co.in</a> shall be referred.
39	<b>Right of Bidder to Question Rejection at Techno-Commercial Stage:</b>	<p>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.</p> <p><b>Bidder's right to question rejection of his bid:-</b></p> <p>Only a directly affected bidder can represent in this regard:-</p> <ol style="list-style-type: none"> <li>Only a bidder who has participated in the concerned procurement process (i.e., pre-qualification and bidding) can make such representation;</li> <li>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);</li> <li>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.</li> <li>However, following shall not be subject to review: <ol style="list-style-type: none"> <li>Determination of the need for procurement;</li> <li>Selection of the mode of procurement or bidding system;</li> <li>Choice of selection procedure;</li> <li>Provisions limiting participation of bidders in the procurement process;</li> <li>The decision to enter into negotiations with the L1 bidder;</li> <li>Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;</li> <li>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</li> <li>Complaints against specifications, except under the premise that they are either vague or too specific so as to limit competition.</li> </ol> </li> </ol>
39(A)	<b>Confidentiality of Bid Evaluation Process:</b>	<p>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.</p> <p>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.</p> <p>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.</p>
40	<b>Submission of CPS/WBG:</b>	<p><b>(a) Mode of submission of CPS / WBG:</b></p> <p>Performance security / WBG may be furnished in the form of bank guarantee (including e-Bank Guarantee) issued/confirmed from any of the commercial bank in</p>

		<p>India in the prescribed format of NRL or through online payment in an acceptable form to designated account of NRL (receipt/acknowledgement of the online transaction to be immediately submitted by bidder to NRL). The performance security shall be denominated in the currency of the contract. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.</p> <p>The Bank Guarantee shall be issued from:</p> <p>a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or</p> <p>b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or</p> <p>c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.</p> <p>d) Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:</p> <ul style="list-style-type: none"> <li>• Full address.</li> <li>• Branch Code.</li> <li>• Code Nos. of the authorized signatory with full name and designation.</li> <li>• Phone Nos., Fax Nos., E-mail address.</li> </ul> <p>e) The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.</p> <p>f) The Bank Guarantee issued by the Bank must be routed through SFMS platform as per details provided in the format for BG.</p> <p>g) The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.</p> <p>h) In case of GTE tenders, the performance security / warranty bank guarantee should be in the same currency as the contract and must conform to Uniform Rules.</p> <p><b>Note:</b> <i>In case of GeM tenders the BG format, applicability limits and calculation for performance security as per GeM shall also be accepted.</i></p> <p><b>(b) Examination / verification of BGs:</b></p> <p>All bank guarantees received against a contract/order, shall be verified by NRL for the submitted format, order no., amount of the bank guarantee and name of the party on whose behalf it has been issued along with whether the following, as applicable:-</p> <p>(i) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s).</p> <p>(ii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs).</p> <p>In order to know the authenticity of the bank guarantee submitted by the bidder,</p>
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		NRL shall obtain Structured Financial Messaging Solutions (SFMS) confirmation (or written confirmation through letter for non-SFMS) from the designated bank of the Company.
41	<b>Other Information w.r.t. Bank Guarantees:</b>	<p>(a) e-Bank Guarantees are accepted by NRL. Detailed modality for submission of e-BGs shall be provided in the RFQ or respective proforma for BG or provided by NRL on request.</p> <p>(b) For the following BGs, wherever applicable, the value of the BG shall be calculated as provided under:-</p> <p><b><u>(i) BG against Milestone Payment / RA Bill:</u></b> The value of the BG, if applicable, shall be equal to the amount of milestone payment(s), excluding any taxes and duties which are paid extra by NRL. GST component shall be paid based on GSTR2B updation by seller. [<i>Unless otherwise specified in the RFQ.</i>]</p> <p><b><u>(ii) BG against Advance Payment / Mobilization Advance:</u></b> The value of the BG, where applicable, shall be equal to 110% of the advance amount(s) including any GST/Taxes to be paid extra by NRL. [<i>Advance Payment / Mobilization Advance is interest bearing and is not accepted by NRL, unless otherwise specifically provided for in the RFQ.</i>]</p>

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### **SHARING OF LAND BORDER WITH INDIA**

**Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Department of Expenditure Order (Public Procurement No. 4) ref. No.F.7/10/2021-PPD (01) dated 23.02.2023 shall be applicable for this tender.**

[The detailed guidelines are available on the website of DoE (<https://doe.govin/>)]

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

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

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

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

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

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

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

Explanation---

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.
  - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any



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other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

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

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

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

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

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Job name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

**FORM A****CERTIFICATE OF COMPLIANCE**  
(On Company's Letter Head)

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

Sub: Certificate of Compliance

Bidder's Details:

**Job Name:****Tender No :**

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

Job name: Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

Place :

Signature

:

Date :

Name

:

Designation

:

Seal of the Company

:

**SELF DECLARATION OF DEBARMENT /BLACKLISTING / HOLIDAY LISTING**

**Job Name** : Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

**Tender No.** :

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

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

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

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

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

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

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

Sl. No.	Name of Allied Firm	PAN	GSTN

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

Date:

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

Place:

Note: Please refer NRL's current "Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers" available in NRL website [www.nrl.co.in](http://www.nrl.co.in) (under "Tenders" section) for details. Bidders are requested to carefully read the said policy which will be applicable for this tender.



## INDEMNITY BOND CUM UNDERTAKING

(In Letter Head of Company /Firm)

**Job Name** : Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.  
**Tender No.** :

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

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

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

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

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

Sir / Madam,

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

1. We have disclosed all the facts relating to our firm to M/s Numaligarh Refinery Limited
2. We hereby agreed and undertake to file GSTR-1 on time i.e. 11<sup>th</sup> of the next month so that NRL can take Input Tax Credit by matching GSTR-2A.
3. We hereby declare that we shall deposit GST for the related invoices by 20<sup>th</sup> of the succeeding month as per the provision of GST law (or within due date as per GST laws).
4. We hereby declare that we will file GSTR 3B related to all invoices in time i.e. 20<sup>th</sup> of the next month (or within due date as per GST laws).
5. We hereby agree and undertake to indemnify as under:-
  - a. The Firm / Company shall take all necessary safeguards to ensure availing of ITC for all invoices raised on NRL without any financial loss to NRL.
  - b. In case of rejection of ITC by the concerned Tax Authority, for non-payment of GST amount by us or for any other reasons attributable to us, we hereby undertake and agree to indemnify NRL in full against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC which includes interest and penalty arising out of such irregular availment of ITC by us opined by GST Authority.
  - c. We hereby agree and confirm that, any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and NRL shall be at liberty to take such action against us including recovering of reimbursed GST amount from
    - i. Any of our Bank Guarantee executed in your favour, if any,
    - ii. Security Deposit paid for any of your work, if any or
    - iii. Other unpaid invoices, if any of us raised with recipient

**Authorized Signature of the Indemnifier**

Name:

Designation:

Seal:

Date:

**Job Name:** Supply of Thermocouple and Thermowell spares for High Pressure Section of NRL.

**Tender No.:**

### **SETTELEMENT OF DISPUTES**

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

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

### **ARBITRATION**

- i. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- ii. Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or the company, as the case may be.
- iii. On receipt of such letter referring the dispute to Arbitration, Managing Director or any other officer of the Company delegated by Managing Director shall, within 30 days from the receipt of the said letter, suggest to the parties the names of three persons, who are not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof for selection of one of them for appointment as a sole Arbitrator, to adjudicate the dispute(s) between the parties.
- iv. If while referring the dispute to Arbitration the parties mutually agree that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person, who is not forbidden to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute.
- v. Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the Award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.
- vi. The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to Arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.
- vii. Place of arbitration shall be unless otherwise agreed by the parties, will be Numaligarh Or Guwahati as mutually agreed.
- viii. The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the

courts in the city of Golaghat or Guwahati shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator(s) / Arbitral tribunal shall be filed in the concerned courts in the District Court of Golaghat or Kamrup Metro.

- ix. Notwithstanding anything contained in the contract between the parties, the aforementioned clause nos. (i) to (viii) shall be applicable only in case where the value of dispute between the parties, including the claim, counter claim, or set off is less than Rs. 10 Crores, for contracts of domestic procurements.
- x. In case of a value of the dispute is above Rs. 10 Crores for contracts of domestic procurements, the party shall have to approach the Managing Director, NRL for Mediation.

## **MEDIATION**

### **I. Initiation of Mediation**

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

### **II. High-Level Committee (HLC)**

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

#### **a. Chairman**

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

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

#### **b. Members**

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

### **III. Mediation Procedure**

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

### **IV. Post-Mediation Recourse**

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

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

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

**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.

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

## Corrigendum 1:

Tender No: GEM/2024/B/5548057

Kindly note the following:

A. Thermowell which are required with stellite coating, the thickness of the coating shall be of minimum thickness of 1mm.

B. The prevailing GPC of NRL (w,e,f, 09.09.2024) which is applicable for this tender mentioned under ATC can be found in the following link[our official website] (replacing the GPC provided as annexure-11 of ATC):

[https://www.nrl.co.in/upload/nrlGeneral\\_Purchase\\_Conditions\\_Indigenous\\_09092024.pdf](https://www.nrl.co.in/upload/nrlGeneral_Purchase_Conditions_Indigenous_09092024.pdf)

## Corrigendum 2:

Tender No: GEM/2024/B/5548057

1. NRL Item Code I-TW-05TE2003-AA: MOC for this item is Alloy 602 CA. Kindly refer attached revised drawing “1322560 R05”. *Kindly read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as “1322560 R05”.*

2. 1. NRL Item Code I-TW-05TE1572-00: MOC for this item is Inconel-601. Kindly refer attached revised drawing “1322560 R05”. *Kindly read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as “1322560 R05”.*

3. NRL item code I-TC-R-05TE1505-00: Thermocouple element wire diameter shall be not less than 0.5 mm. Physical dimension verification shall be part of TPI with 100% scope.

4. NRL item code I-TE-TC-K12000-6-1: Kindly refer attached new drawing “INST-TECH-DRAW-6.8”. *Read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as “INST-TECH-DRAW-6.8”.*

5. Drawing Number INST-TECH-DRAW-7.0: Drawing number INST-TECH-DRAW-7.0 is attached as it was missing in the tender.

6. NRL item code I-TW-06TI3903-00: Refer attached drawing number INST-TECH-DRAW-37.4. *Kindly read corresponding drawing number in Annexure-II (Service wise Thermowell Drawing Numbers) as “INST-TECH-DRAW-37.4”.*

***Refer annexure in ATC for the drawing No***

***1. 1322560 R05***

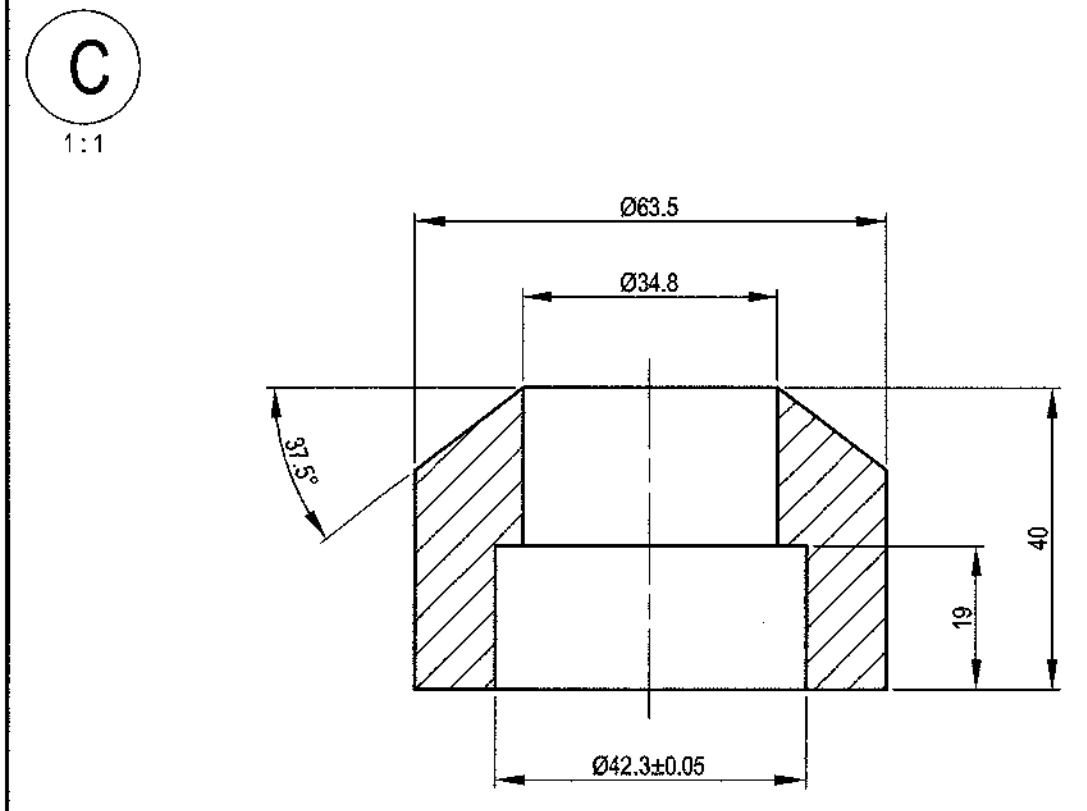
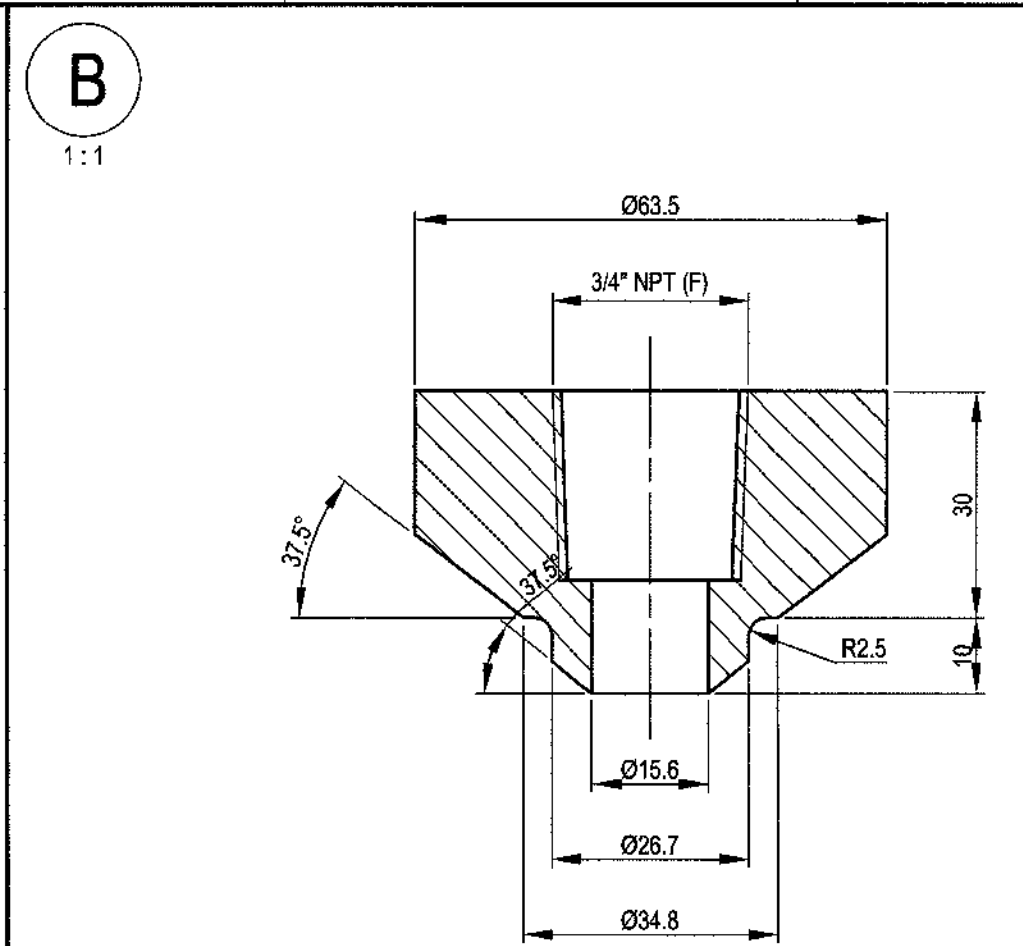
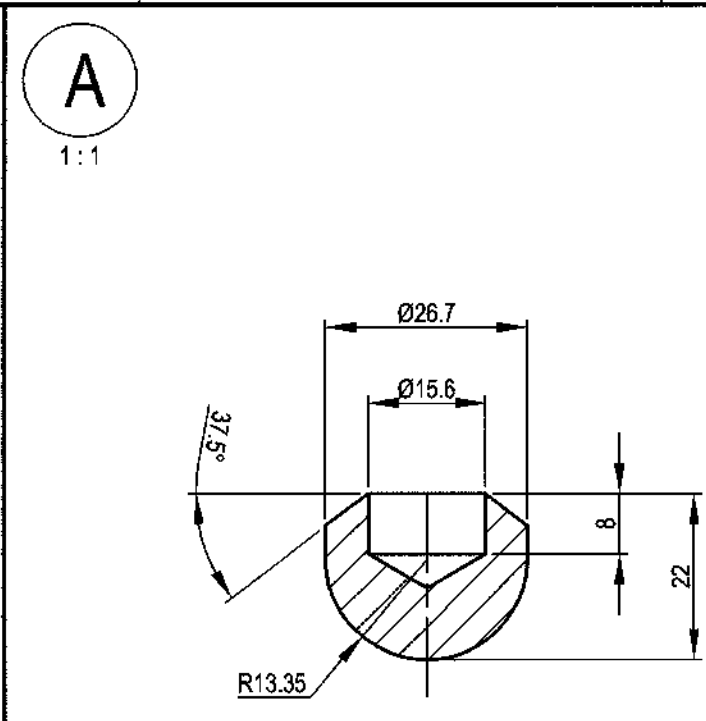
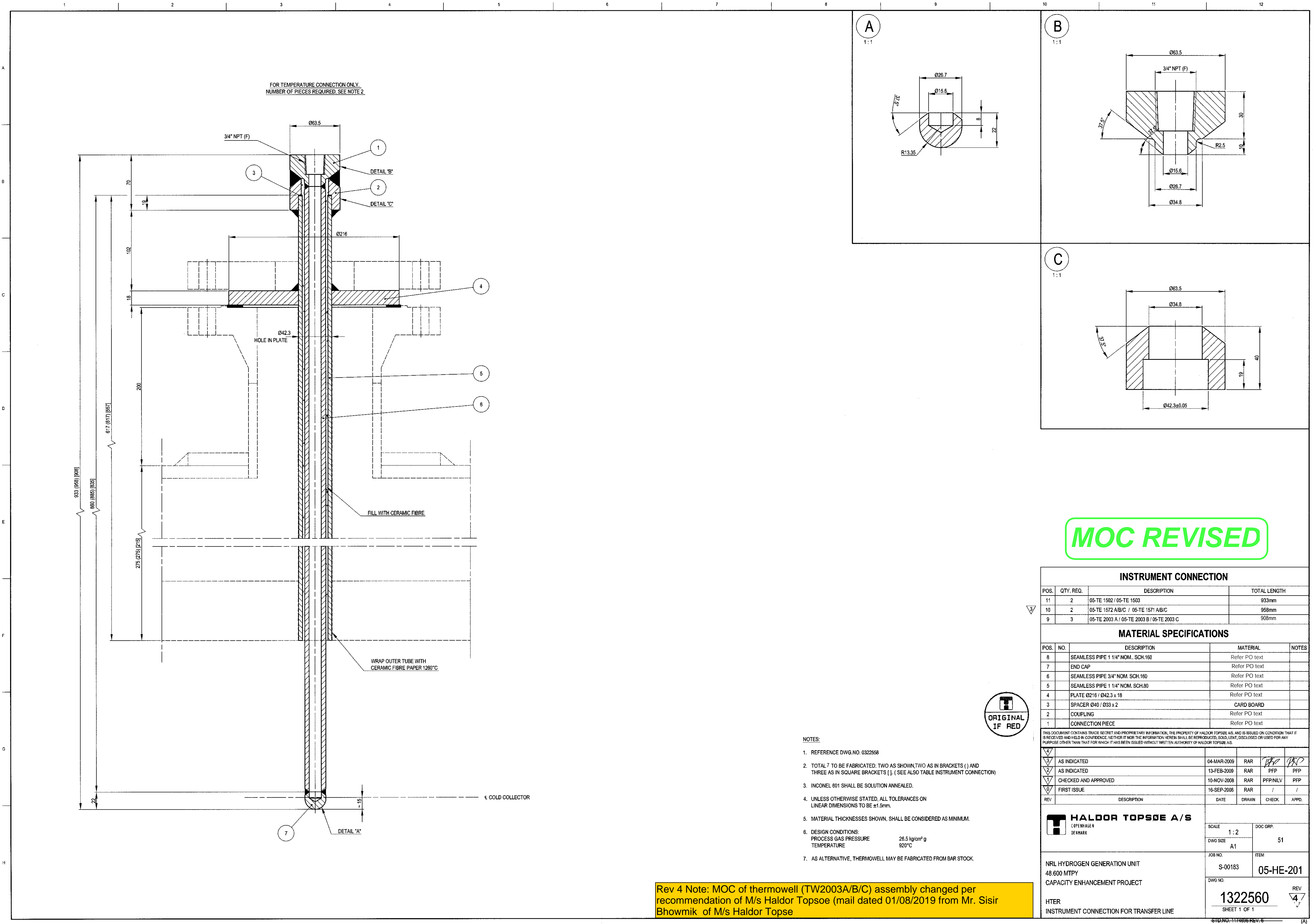
***2. INST-TECH-DRAW-6.8***

***3. INST-TECH-DRAW-7.0***

***4. INST-TECH-DRAW-37.4***

The prevailing GPC of NRL (w,e,f, 09.09.2024) which is applicable for this tender is included as annexures in ATC.





MOC REVISED

INSTRUMENT CONNECTION						
POS.	QTY. REQ.	DESCRIPTION	TOTAL LENGTH			
11	2	05-TE 1502 / 05-TE 1503	933mm			
10	2	05-TE 1572 A/B/C / 05-TE 1571 A/B/C	958mm			
9	3	05-TE 2003 A / 05-TE 2003 B / 05-TE 2003 C	908mm			
MATERIAL SPECIFICATIONS						
POS.	NO.	DESCRIPTION	MATERIAL	NOTES		
8		SEAMLESS PIPE 1 1/4" NOM. SCH.160	Refer PO text			
7		END CAP	Refer PO text			
6		SEAMLESS PIPE 3/4" NOM. SCH.160	Refer PO text			
5		SEAMLESS PIPE 1 1/4" NOM. SCH.80	Refer PO text			
4		PLATE Ø216 / Ø42.3 x 18	Refer PO text			
3		SPACER Ø40 / Ø33 x 2	CARD BOARD			
2		COUPLING	Refer PO text			
1		CONNECTION PIECE	Refer PO text			
THIS DOCUMENT CONTAINS TRADE SECRET AND PROPRIETARY INFORMATION, THE PROPERTY OF HALDOR TOPSØE A/S AND IS ISSUED ON CONDITION THAT IT IS RECEIVED AND HELD IN CONFIDENCE. NEITHER IT NOR THE INFORMATION HEREIN SHALL BE REPRODUCED, SOLD, LENT, DISCLOSED OR USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT HAS BEEN ISSUED WITHOUT WRITTEN AUTHORITY OF HALDOR TOPSØE A/S.						
3	AS INDICATED	04-MAR-2009	RAR	PPF		
2	AS INDICATED	13-FEB-2009	RAR	PPF		
1	CHECKED AND APPROVED	10-NOV-2008	RAR	PPF/NILV		
0	FIRST ISSUE	16-SEP-2008	RAR	/		
REV	DESCRIPTION		DATE	DRAWN	CHECK.	APPRO.
<div> <b>HALDOR TOPSØE A/S</b> COPENHAGEN DENMARK</div>						
NRL HYDROGEN GENERATION UNIT 48.600 MTPY CAPACITY ENHANCEMENT PROJECT			SCALE		DOC. GRP.	
			1 : 2		51	
			DWG SIZE			
HTER INSTRUMENT CONNECTION FOR TRANSFER LINE			A1		ITEM	
			JOB NO.		S-00183	
			DWG NO.		05-HE-201	
			1322560		REV 4	
			SHEET 1 OF 1			

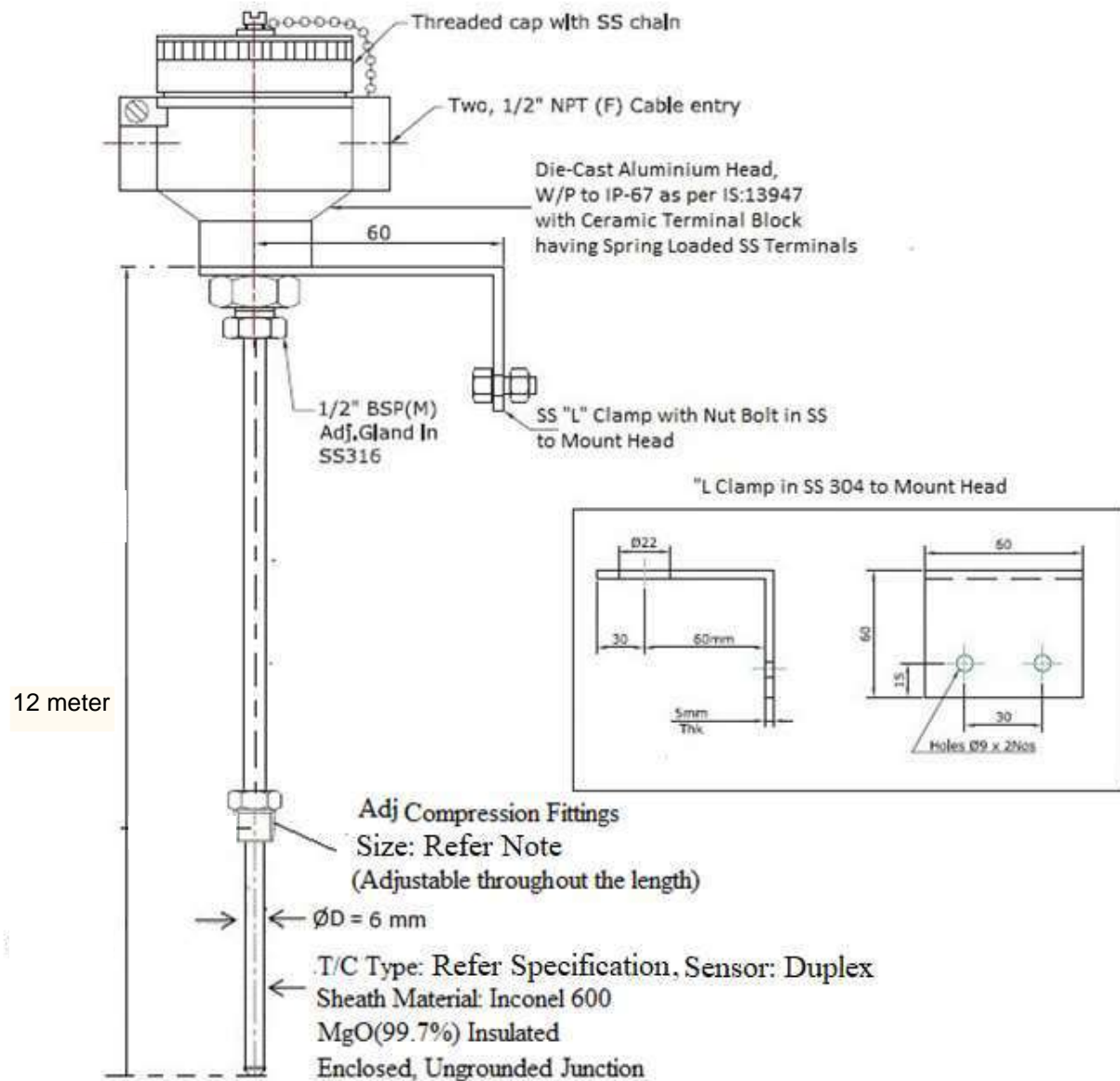
- NOTES:
- REFERENCE DWG.NO. 0322658
  - TOTAL 7 TO BE FABRICATED: TWO AS SHOWN, TWO AS IN BRACKETS ( ) AND THREE AS IN SQUARE BRACKETS [ ]. ( SEE ALSO TABLE INSTRUMENT CONNECTION)
  - INCONEL 801 SHALL BE SOLUTION ANNEALED.
  - UNLESS OTHERWISE STATED, ALL TOLERANCES ON LINEAR DIMENSIONS TO BE ±1.5mm.
  - MATERIAL THICKNESSES SHOWN, SHALL BE CONSIDERED AS MINIMUM.
  - DESIGN CONDITIONS:  
PROCESS GAS PRESSURE 26.5 kg/cm<sup>2</sup> g  
TEMPERATURE 920°C
  - AS ALTERNATIVE, THERMOWELL MAY BE FABRICATED FROM BAR STOCK.

Rev 4 Note: MOC of thermowell (TW2003A/B/C) assembly changed per recommendation of M/s Haldor Topsoe (mail dated 01/08/2019 from Mr. Sisir Bhowmik of M/s Haldor Topsoe

## INST-TECH-DRAW-6.8

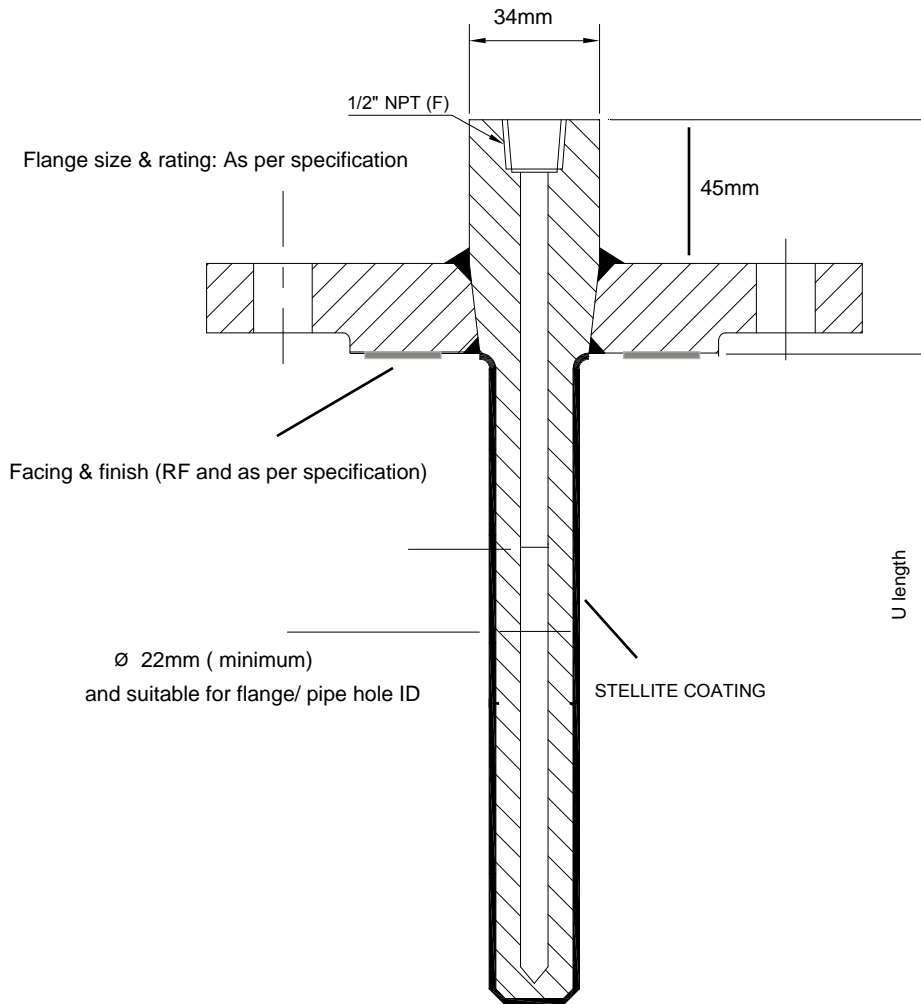
(Proposed GA drawing of T/C Assembly)

I-TE-TC-K12000-6-1



### NOTE:

1. Adjustable Compression fitting size shall be 1/2" NPT(M) for tag no. 04TE1405



NUMALIGARH REFINERY LTD.

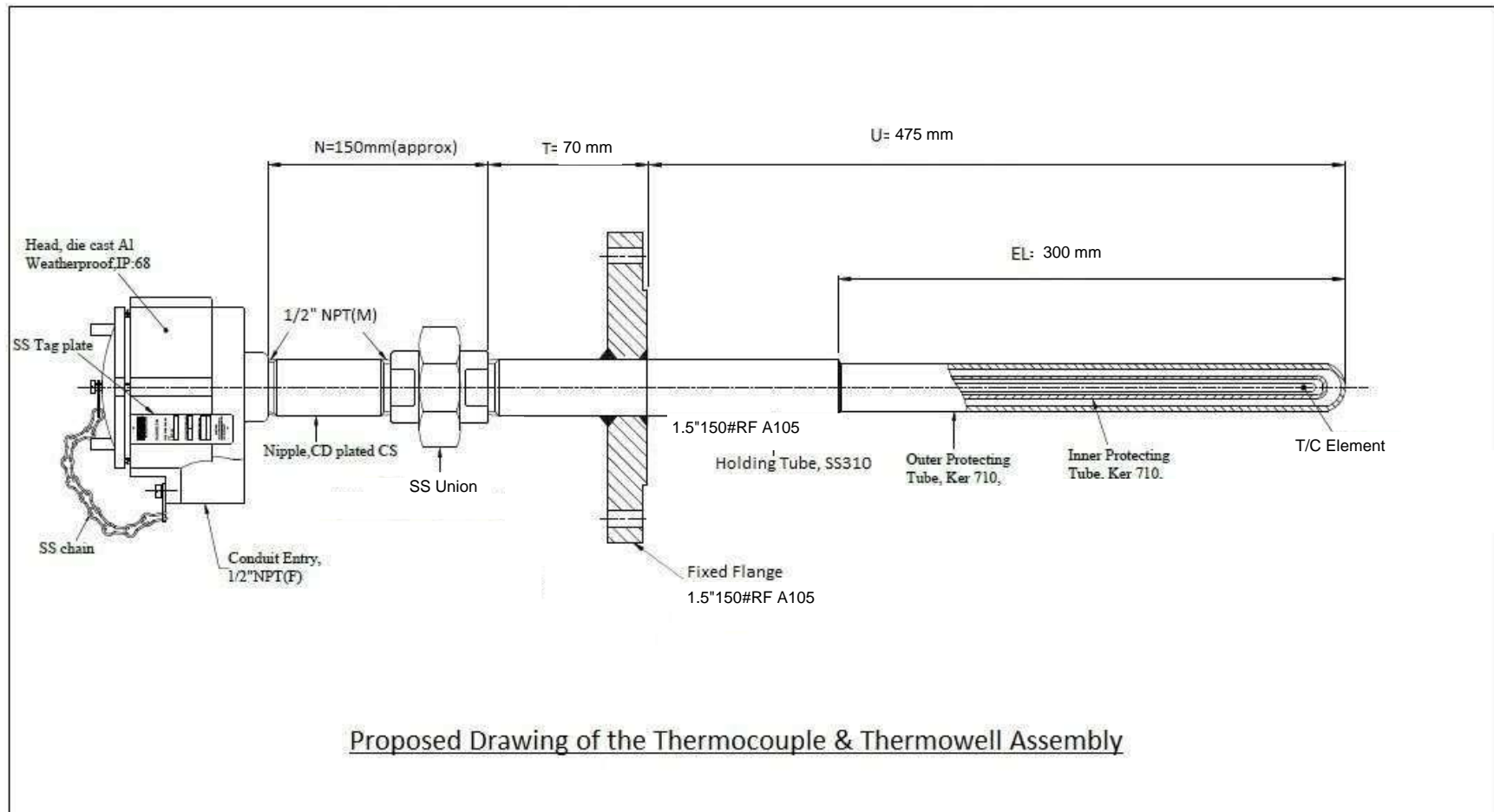
ITEM:THERMOWELL

DRG No. : INST-TECH-DRAW-7.0

Date : 09-08-07 , By : SG, NRL

NRL Drawing No: INST-TECH-DRAW-37.4

NRL SAP Code: I-TW-06TI3903-00



**NUMALIGARH REFINERY LIMITED**  
**General Purchase Conditions (Indigenous) - 2024**  
**(Effective from 09.09.2024)**

**Definition:**

1. 'NRL'/'Owner' means 'Numaligarh Refinery Limited'
2. 'Vendor'/'Contractor' 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	<b>Price Basis:</b>	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)	<b>OEM/Authorised Dealer/Agents of Supplier:</b>	<p>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.</p> <p>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.</p>
2	<b>Firm Price:</b>	<p>Quoted prices shall remain firm and fixed till complete execution of the order.</p> <p>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.</p>
2(A)	<b>Suo motu discounts and rebates after opening of the tender:</b>	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	<b>Payment Term:</b>	Unless otherwise specified/agreed, the payment term shall be "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.
4	<b>Weights &amp; Measurements:</b>	<p>All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.</p> <p>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.</p>
5	<b>Qty. Tolerance:</b>	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	<b>Transportation:</b>	Unless otherwise agreed upon, transportation of goods up to the specified destination shall be in Vendor's scope.



		<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> <p>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 &amp; Customs and any subsequent amendment thereafter.</p>
7	<b>Despatch:</b>	<p>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.</p>
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 Weight, Case No. (Sl. No. of Total Cases) &amp; 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.</p>
9.1 A	<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> <p>Further, shelf-life certificate to be submitted if applicable for the items.</p>
9.1 B	<b>Shelf Life Certification:</b>	<p>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.</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 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.</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</p>

		<p>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>	<p>11.1 Transit insurance shall be in the scope of vendor where delivery basis requirement is 'FOR NRL Site'.</p> <p>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.</p>
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>	<p>The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry.</p> <p>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.</p> <p>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.</p>
14	<b>Taxes &amp; Duties:</b>	<p>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.</p> <p><b>14.1 GST:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

		<p>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.</p> <p>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.</p> <p>NRL's ..... Range : Bokakhat  Division : Jorhat  Commissionerate : Dibrugarh PAN : AAACN6984B  GSTN :  18AAACN6984B1ZD (Assam)  19AAACN6984B1ZB (WB)  21AAACN6984B2ZP (Odisha)  07AAACN6984B1ZG (Delhi)  07AAACN6984B2ZF* (*Input Service Distributor Delhi)</p>
15	<b>Delivery Period, Delayed Delivery &amp; Liquidated Damages:</b>	<p>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).</p> <p>15.2 The inability of vendors to execute orders in accordance with the agreed/quoted delivery schedule will entitle NRL, at its options, to:</p> <p>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.</p> <p>However, if delivery of goods (including installation &amp; 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.</p> <p>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.</p> <p>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. Liquidated Damages (LD) for delay / late delivery shall convey the same meaning as Price reduction clause (PRC) for delay / late delivery.</p> <p>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.</p> <p>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.</p>

		<p><u>Note:</u></p> <p>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).</p> <p>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.</p> <p><b>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.</b></p>
16	<b>Repeat Order:</b>	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	<b>Part Order:</b>	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	<b>Changes in Terms &amp; Conditions:</b>	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	<b>Right of Rejection:</b>	NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.
20	<b>Settlement of Disputes:</b>	<p><b>20.1 FOR SETTLEMENT OF DISPUTES BETWEEN COMPANY and THE PARTY, OTHER THAN CENTRAL PUBLIC SECTOR UNDERTAKINGS</b></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 endeavoured 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</p> <p>b. At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorised representatives of Chief Executive of NRL.</p> <p>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.</p> <p>d. 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.</p>

- e. 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).

20.1.1 ARBITRATION CLAUSE:

- 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 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 .



		<p>ix. Notwithstanding anything contained in the contract between the parties, the aforementioned clause nos. (i) to (viii) shall be applicable only in case where the value of dispute between the parties, including the claim, counter claim, or set off is less than Rs. 10 Crores, for contracts of domestic procurements.</p> <p>x. In case of a value of the dispute is above Rs. 10 Crores for contracts of domestic procurements, the party shall have to approach the Managing Director, NRL for Mediation.</p> <p><b>20.1.2 MEDIATION</b></p> <p><b>I. Initiation of Mediation</b></p> <p>For disputes valued above Rs. 10 Crores, the concerned party shall approach the Managing Director of NRL with their claim. Upon receiving such a request, the Managing Director shall refer the matter to a High-Level Committee (HLC) for mediation, where applicable.</p> <p><b>II. High-Level Committee (HLC)</b></p> <p>A High-Level Committee will be constituted by the MD of NRL, comprising a Chairman and two Members, following these guidelines:</p> <p>a. Chairman The Chairman will be selected from individuals of high integrity from the following categories:-</p> <ul style="list-style-type: none"> <li>• Retired Civil Servant not below the rank of Joint Secretary.</li> <li>• An officer who has served as an Independent External Monitor (IEM) at any Public Sector Undertakings (PSUs).</li> <li>• Retired High Court or Supreme Court Judge.</li> </ul> <p>b. Members Members will be individuals who had superannuated from any Central Oil PSUs not below the rank of CGM.</p> <p><b>III. Mediation Procedure</b></p> <p>Mediation shall be conducted within the territorial jurisdiction of a court or tribunal competent to decide the subject matter of the dispute in accordance with the Mediation Act 2023. Mediation under this Act must be completed within one hundred and twenty days from the date fixed for the first appearance before the mediators.</p> <p><b>IV. Post-Mediation Recourse</b></p> <p>In the event of the failure of the mediation process, the parties retain the right to pursue appropriate legal recourse.</p> <p><b>20.2 FOR SETTLEMENT OF DISPUTES WITH Central PSUs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties)</b></p> <p>Appointment will be done as per Government guidelines / circulars, etc. prevailing at the time of reference of the disputes.</p>
21	<b>Jurisdiction:</b>	All disputes, actions and proceedings arising out of this contract shall be under the jurisdiction of the courts in the city of Golaghat or Guwahati.

22	<b>Acceptance of bid &amp; Acknowledgement of Order:</b>	<p>Upon acceptance of bid, a brief LOA (or GeM contract in case of GeM tenders) will be issued to the successful agency. If applicable as per tender / LOA / GeM contract, contract performance security (CPS), has to be submitted by the successful agency within the specified/allowed timeline. Upon submission of CPS by the agency, system generated detailed purchase order will be issued for the purpose of signing of contract. No bills will be processed until the CPS deposit, if applicable, is received by NRL.</p> <p>Following standard clause will become part of the detailed contract:</p> <p>QUOTE [ <i>Documents referred will be suitably removed / added / filled by NRL, as applicable</i> ]</p> <p>“This Order ("WO/PO/DLoA/FOA No. and date") is issued pursuant to the Terms and Conditions mentioned in the RFQ/NIT (including, inter-alia, the General Purchase Conditions (GPC) ‘and/or’ the General Conditions of Contracts (GCC) including the clause for Arbitration therein; Special Purchase Conditions ‘and/or’ Special Conditions of Contract; Schedule of Rate (SOR); General Obligations, Specifications, Drawings, Plans, Time Schedule of Delivery/Completion); ‘and/or’ Terms and Conditions mutually agreed in writing thereafter ‘and/or’ outlined herein. Acknowledgement of this Order by [<i>Vendor’s Name</i>] implies an agreement to adhere to these specified terms / documents, forming a binding contract between [<i>Vendor’s Name</i>] (the Vendor/Contractor) and Numaligarh Refinery Limited (the Owner).”</p> <p>[Sealed / Signed &amp; Dated by – <i>NRL Signatory</i>]</p> <p>[Sealed / Signed &amp; Dated in acknowledgement by - <i>Vendor’s Name</i>]</p> <p>UNQUOTE</p> <p>The vendor shall acknowledge receipt of the purchase order within 7 days of receipt. The vendor shall sign &amp; seal (or digitally sign) the acknowledgement and return the same to NRL.</p>
23	<b>Distribution of Documents:</b>	<p>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:</p> <p>NRL Bill Desk Administrative Building, Numaligarh Refinery Limited Pankagrath, P.O. Numaligarh Refinery Project (NRP) District: Golaghat, Assam, India. Pin Code : 785699 E-mail: z_billdesk@nrl.co.in</p>
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 later 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 as per Govt. Policies:</b>	NRL reserves the right to provide purchase preference to bidders as per MSE/ PP-LC/Any other Govt. policy in place.

29(A)	<p><b>Contract Performance Security (CPS):</b></p>	<p>To ensure due performance of the contract, contract performance security is to be deposited by the successful bidder awarded the contract [ <i>CPS is also referred to as PBG or ePBG in GeM</i> ].</p> <p>The rate of Contract Performance Security shall be as follows, unless otherwise specified in the NIT/RFQ:</p> <table><tr><th>Type of Contract</th><th>Rate of CPS</th></tr><tr><td>Procurement of materials up to an individual contract value of Rs. 10 Lakhs.</td><td>Nil</td></tr><tr><td>Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.  Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.</td><td>Nil</td></tr><tr><td>Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.</td><td>3% of contract value</td></tr><tr><td>Materials for Plant Emergency / Emergency (Emergency to be declared by NRL).</td><td>Nil</td></tr><tr><td>Nomination supplies by PSUs.</td><td>Nil</td></tr><tr><td>Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 3% of contract value].</td><td>3% of annualized / estimated contract value</td></tr><tr><td>Procurement of materials with Staggered delivery.</td><td>3% of contract value</td></tr></table> <p>Note:-</p> <p>1) For the purpose of determining the applicability and amount of Contract Performance Security, the contract / order value including delivery charges like packing, freight, insurance, TPI etc. and value of associated services like installation, commissioning, AMC etc. shall be considered unless otherwise specified in the RFQ/NIT. However, the order value excluding taxes and duties shall be considered for determining the amount of security/BG. For GeM contracts, applicability limits or value as ascertained by GeM policy shall be applicable.</p> <p>2) Annualized contract value shall be total contract value [as defined in (1) above] divided by the number of years [provisional extension period, if any, and corresponding value, shall be excluded].</p> <p>Contract Performance Security is to be furnished within 10 days from the date of notification of the award (LOA) and it should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any). The CPS may be deposited through online payment in an acceptable form to designated account of NRL or in the form of BG as per prescribed format for CPS [<i>refer clause 40 below for further details</i>].</p> <p>The earnest money deposit (EMD), wherever applicable, of the contractor whose tender may be accepted, if paid in forms other than Bank Guarantee, can be converted to and adjusted with contract performance security for due performance of the contract, if the contractor so desires. In such case, the shortfall amount towards CPS (if any) may be deposited through online payment in an acceptable form to designated account of NRL or in the form of BG as per prescribed format of NRL (or GeM) for CPS.</p> <p>Detailed contract shall be signed and entered into after receipt and verification of the requisite CPS, if applicable.</p> <p>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 required, or fails to provide the contract performance security within the time provided by NRL or otherwise withdraws from the procurement process or is found</p>	Type of Contract	Rate of CPS	Procurement of materials up to an individual contract value of Rs. 10 Lakhs.	Nil	Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.  Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.	Nil	Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.	3% of contract value	Materials for Plant Emergency / Emergency (Emergency to be declared by NRL).	Nil	Nomination supplies by PSUs.	Nil	Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 3% of contract value].	3% of annualized / estimated contract value	Procurement of materials with Staggered delivery.	3% of contract value
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Procurement of materials with Staggered delivery.	3% of contract value																	

		<p>to have 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 serving a show cause notice.</p> <p>The performance security will be forfeited and credited to the procuring entity's account 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.</p> <p>Proforma of Bank Guarantee for Contract Performance Security is available in <a href="http://www.nrl.co.in">www.nrl.co.in</a> (Tenders -&gt; Download Manuals section).</p>																		
29	<b>Warranty Bank Guarantee (WBG):</b>	<p>In case of <b>capital equipment goods</b>, supplied materials shall be guaranteed against manufacturing defects arising from design, material, workmanship or any omission on part of the vendor/contractor for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch whichever is earlier, unless otherwise specified in the RFQ/NIT.</p> <p>For materials other than capital equipment goods, Guarantee/Warranty of the supplied goods shall be provided by the supplier/contractor where a condition for Guarantee/Warranty is specifically provided in the RFQ/NIT. The period of Guarantee/Warranty shall be as per clause 10 above or as mentioned in the Guarantee/Warranty clause of the RFQ/NIT.</p> <p>In such cases, as specified above, a Warranty Bank Guarantee (in addition to CPS) is required to be submitted in the prescribed format, in the currency of the contract, valid for 03 (three) months beyond the Guarantee/Warranty period.</p> <p>The rate of Warranty Bank Guarantee shall be as follows, unless otherwise specified in the NIT/RFQ:</p> <table><tr><th>Type of Contract</th><th>Amount of Warranty Bank Guarantee</th></tr><tr><td>Procurement of materials up to an individual contract value of Rs. 10 Lakhs.</td><td>Nil</td></tr><tr><td>Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.</td><td>Nil</td></tr><tr><td>Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.</td><td>Nil</td></tr><tr><td>Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.</td><td>7% of contract value</td></tr><tr><td>Materials for Plant Emergency / Emergency</td><td>7% of contract value</td></tr><tr><td>Nomination supplies by PSUs.</td><td>7% of contract value</td></tr><tr><td>Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 7% of contract value].</td><td>7% of annualized / estimated contract value</td></tr><tr><td>Procurement of materials with Staggered delivery.</td><td>7% of contract value / individual lot ordered, at the discretion of supplier</td></tr></table> <p>Note:-</p> <p>1) For the purpose of determining the applicability and amount of Warranty Bank Guarantee, the contract / order value including delivery charges like packing, freight, insurance, TPI etc. and value of associated services like installation, commissioning, AMC etc. shall be considered unless otherwise specified in the RFQ/NIT. However, the order value excluding taxes and duties shall be considered for determining the amount of security/BG. For GeM contracts, value as ascertained by GeM policy shall be applicable.</p>	Type of Contract	Amount of Warranty Bank Guarantee	Procurement of materials up to an individual contract value of Rs. 10 Lakhs.	Nil	Procurement of Spares and materials of proprietary nature from original manufacturer / the sole selling agent of OEM / authorized dealer of OEM/Proprietary vendor.	Nil	Supplies by Govt. Agencies or Institutions (Other than PSUs), Departments/Agencies/Autonomous Bodies under control of State/Central Government.	Nil	Procurement of materials including nomination, LSTK contract above an individual contract value of Rs.10 Lakhs.	7% of contract value	Materials for Plant Emergency / Emergency	7% of contract value	Nomination supplies by PSUs.	7% of contract value	Procurement of materials through ARC (Annual Rate Contract). [Annualized estimated contract value shall be considered in absence of a defined contract value. In case the contract period is 1 year or less the performance security shall be 7% of contract value].	7% of annualized / estimated contract value	Procurement of materials with Staggered delivery.	7% of contract value / individual lot ordered, at the discretion of supplier
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		<p>2) Annualized contract value shall be total contract value [as defined in (1) above] divided by the number of years [provisional extension period, if any, and corresponding value, shall be excluded].</p> <p>Vendor shall submit the Warranty Bank Guarantee for amount of Seven percent (7%) of the contract value as with an unconditional BG, as per prescribed format of NRL, [refer clause 40 below for further details] "OR"</p> <p>In cases, where WBG is applicable, it is normally permissible to allow Contract Performance Security to be valid upto 90 (ninety) days beyond delivery/commissioning period; and the vendor may submit a fresh Warranty Bank Guarantee of 10 (ten) per cent of the value of the goods in the currency of the contract valid upto 90 (ninety) days beyond the Guarantee/Warranty period. In such cases, the performance guarantee will be returned only after satisfactory delivery/commissioning and receipt of the warranty bank guarantee.</p> <p>Further, contractor may at his option submit a Contract Performance Security covering also the WBG value (where WBG is applicable), valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any) – in which case, he will not be required to submit a BG for Warranty.</p> <p>In case, WBG is not provided by the vendor, equivalent amount shall be kept on hold from his first payment [or subsequent payment(s), if insufficient from first payment] in lieu of Warranty Bank Guarantee.</p> <p>All compensation or other sums of money payable by the contractor to the owner under 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 owner. 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.</p> <p>Proforma of Bank Guarantee for Indigenous Purchase (Warranty/Guarantee) is available at <a href="http://www.nrl.co.in">www.nrl.co.in</a> in Tender Room section.</p>
30	<b>Spare Parts:</b>	<p>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.</p>
31	<b>Force Majeure:</b>	<p>A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as:-</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(iv) Or events like expropriation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, and freight embargoes</p>



		<p>FM does not include negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</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:</b>	<p>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;</p> <ul style="list-style-type: none"> <li>i. Any liability pursuant to vendor's breach of any Applicable Law; or</li> <li>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</li> <li>iii. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; or</li> <li>iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property.</li> </ul> <p>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.</p>
35	<b>Compliance of Regulations:</b>	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)	<b>Governing Law:</b>	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	<b>Integrity Pact:</b>	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)	<b>Conflict of Interest among Bidders/ Agents:</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) they have controlling partner(s) in common; or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/agent for purposes of this bid; or</li> <li>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</li> <li>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.</li> <li>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: <ul style="list-style-type: none"> <li>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 &amp; the principal, the <b>principal manufacturer</b> shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the <b>principal manufacturer</b> shall be considered]</li> <li>2. Indian/foreign agent on behalf of only one principal.</li> </ul> </li> <li>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;</li> <li>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.</li> <li>i) However, restrictions under (a), (b), (c), (d) shall not be applicable against licensor recommended agents / suppliers and central/state PSUs.</li> <li>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.</li> </ul>
37	<b>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</p>

		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	<b>Policy on Holiday Listing:</b>	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 <a href="http://www.nrl.co.in">www.nrl.co.in</a> shall be referred.
39	<b>Right of Bidder to Question Rejection at Techno-Commercial Stage:</b>	<p>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.</p> <p><b>Bidder's right to question rejection of his bid:-</b></p> <p>Only a directly affected bidder can represent in this regard:-</p> <ol style="list-style-type: none"> <li>Only a bidder who has participated in the concerned procurement process (i.e., pre-qualification and bidding) can make such representation;</li> <li>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);</li> <li>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.</li> <li>However, following shall not be subject to review: <ol style="list-style-type: none"> <li>Determination of the need for procurement;</li> <li>Selection of the mode of procurement or bidding system;</li> <li>Choice of selection procedure;</li> <li>Provisions limiting participation of bidders in the procurement process;</li> <li>The decision to enter into negotiations with the L1 bidder;</li> <li>Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;</li> <li>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</li> <li>Complaints against specifications, except under the premise that they are either vague or too specific so as to limit competition.</li> </ol> </li> </ol>
39(A)	<b>Confidentiality of Bid Evaluation Process:</b>	<p>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.</p> <p>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.</p> <p>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.</p>
40	<b>Submission of CPS/WBG:</b>	<p><b>(a) Mode of submission of CPS / WBG:</b></p> <p>Performance security / WBG may be furnished in the form of bank guarantee (including e-Bank Guarantee) issued/confirmed from any of the commercial bank in India in the prescribed format of NRL or through online payment in an acceptable form to designated account of NRL (receipt/acknowledgement of the online transaction to be immediately submitted by bidder to NRL). The performance security shall be denominated in the currency of the contract. In case of GTE tenders, the performance security should be in the same currency as the contract</p>

		<p>and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.</p> <p>The Bank Guarantee shall be issued from:</p> <p>a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or</p> <p>b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or</p> <p>c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.</p> <p>d) Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:</p> <ul style="list-style-type: none"> <li>• Full address.</li> <li>• Branch Code.</li> <li>• Code Nos. of the authorized signatory with full name and designation.</li> <li>• Phone Nos., Fax Nos., E-mail address.</li> </ul> <p>e) The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.</p> <p>f) The Bank Guarantee issued by the Bank must be routed through SFMS platform as per details provided in the format for BG.</p> <p>g) The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.</p> <p>h) In case of GTE tenders, the performance security / warranty bank guarantee should be in the same currency as the contract and must conform to Uniform Rules.</p> <p><b>Note:</b> <i>In case of GeM tenders the BG format, applicability limits and calculation for performance security as per GeM shall also be accepted.</i></p> <p><b>(b) Examination / verification of BGs:</b></p> <p>All bank guarantees received against a contract/order, shall be verified by NRL for the submitted format, order no., amount of the bank guarantee and name of the party on whose behalf it has been issued along with whether the following, as applicable:-</p> <p>(i) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s).</p> <p>(ii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs).</p> <p>In order to know the authenticity of the bank guarantee submitted by the bidder, NRL shall obtain Structured Financial Messaging Solutions (SFMS) confirmation (or written confirmation through letter for non-SFMS) from the designated bank of the Company.</p>
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41	<b>Other Information w.r.t. Bank Guarantees:</b>	<p>(a) e-Bank Guarantees are accepted by NRL. Detailed modality for submission of e-BGs shall be provided in the RFQ or respective proforma for BG or provided by NRL on request.</p> <p>(b) For the following BGs, wherever applicable, the value of the BG shall be calculated as provided under:-</p> <p><b><u>(i) BG against Milestone Payment / RA Bill:</u></b> The value of the BG, if applicable, shall be equal to the amount of milestone payment(s), excluding any taxes and duties which are paid extra by NRL. GST component shall be paid based on GSTR2B updation by seller. [<i>Unless otherwise specified in the RFQ.</i>]</p> <p><b><u>(ii) BG against Advance Payment / Mobilization Advance:</u></b> The value of the BG, where applicable, shall be equal to 110% of the advance amount(s) including any GST/Taxes to be paid extra by NRL. [<i>Advance Payment / Mobilization Advance is interest bearing and is not accepted by NRL, unless otherwise specifically provided for in the RFQ.</i>]</p>
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**MASTER**  
DATE 28/12/95

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## ANNEXURE -I

### PICKLING

Vendor should follow the pickling procedure at their shop as per ASTM A380 (Latest) as a guideline. Brief sequence of operation as given below for SS pipes, fittings, flanges(segments) & valves etc.

1) The object of chemical cleaning is to remove all extraneous matter, dirt, dust, grease, oil, welding slag, loose rust, oxide scales that may be present on the SS piping to avoid the contamination by way of iron pick up.

### 2) SEQUENCE OF OPERATION:

Cleaning of segments shall be carried out in the following sequence:

- a. Flushing with the demineralised water to remove dirt, dust, loose rust and foreign Matter.
- b. Degreasing
- c. Acid cleaning
- d. Final rinsing and drying

### 3) CHEMICALS:

- 3.1 Caustic potash rayon grade or technical confirming to IS-6831(Latest edition).
- 3.2 Nitric acid technical grade conforming to IS:264 (Latest edition).
- 3.3 Hydrofluoric acid conforming to ASTM or equivalent. In any case, purity should not be less than 50% HF by wt.
- 3.4 DM water/chloride free water(chloride level 50 ppm) should be used for flushing and rinsing operation.

### 4. PICKLING OPERATION:

- 4.1 All the fittings, flanges and piping required pickling should be flushed with DM water/chloride free water (chloride upto 50 PPM) to remove all extraneous



matter, dirt and dust etc.

- 4.2 After flushing, degreasing shall be carried out in a Pickling bath to remove grease, oil and organic coating if any. Degreasing solution shall be Potassium Hydroxide of concentration 50 gm/ litre ( 100% purity basis). Temp. of solution during pickling shall be 50-55 deg C for a duration of about 1 hr.
- 4.3 After degreasing, above segments should be rinsed with above quality of water. Rinsing should be continued till the neutral PH is obtained.
- 4.4 After step 3, above segments shall be pickled with acid mixture of Nitric acid ( $\text{HNO}_3$ ) and Hydrofluoric acid ( HF ). Composition of pickling solution should be 10% conc.  $\text{HNO}_3$  by vol. (on 100% purity basis ) and 0.5% conc. HF by vol (on 100% purity basis). Pickling solution can be prepared at room temperature and for a duration of 15- 30 minutes. However exact concentration of acid mixture and duration shall depend on cleaning of the above segments based on visual inspection.
- 4.5 After pickling, above segments should be rinsed with chloride free water.
- 4.6 Finally dry all the segments by clean dry air.

## 5. PRESERVATION

After the pickling and drying, these segments should be preserved in clean and dry condition to prevent entry of moisture , dust or dirt.

## 6. TEST COUPONS

7.5 cms x 5.0 cms x 2mm cleaned and dried test coupons (duplicate ) of AISI-321 and 316L shall be exposed to the acid mixture cleaning solution in the tank for the duration of the cleaning operation and weight loss determined. The corrosion rate shall be less than 10 mpy. If excessive corrosion is experienced concentration of HF shall be reduced to get acceptable corrosion rate.

NOTE 1. : Pickling solution can be prepared in suitable bath & cleaning of above segments can be done by dipping or immersion method. Separate bath should be used for each operation.

2. : After acid pickling above segments should be visually inspected and the surfaces should be clean, not over etched, dry, free from rust and passivated. The visual observation shall be recorded, If the surfaces are not satisfactorily cleaned, then pickling solution concentration and duration shall be accordingly adjusted to obtain clean surface.

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### ANNEXURE - III

## ADDITIONAL REQUIREMENTS FOR HYDROGEN (H<sub>2</sub>) SERVICE

### 1. CARBON STEEL PIPES , FITTINGS AND FLANGES

- 1.1) ALL WELD JOINTS SHALL BE 100% RADIOGRAPHED IN ACCORDANCE WITH PARAGRAPH UW-51 OF ASME BOILER AND PRESSURE VESSEL CODE, SECTION VIII, DIVISION 1.
- 1.2) ALL WELDS ON WALL THICKNESSES 3/4" (19MM) AND THICKER SHALL BE POSTWELD HEAT TREATED (PWHT'D).
- ~~1.3) ALL PIPES AND FITTINGS HAVING WALL THICKNESSES 3/8" AND THICKER SHALL BE NORMALISED & TEMPERED. THE NORMALISING AND TEMPERING HEAT TREATMENT SHALL BE A SEPARATE HEATING OPERATION, NOT THE HOT FORMING OPERATION.~~
- 1.4) IMPACT TESTS ARE REQUIRED FOR WALL THICKNESSES OVER 3/4". TESTS SHALL BE IN ACCORDANCE WITH PARAGRAPH UG-84 OF ASME BOILER AND PRESSURE VESSEL CODE FOR THE WELD METAL AND BASE METAL FROM THE THICKEST PIPE/FITTING/FLANGE PER HEAT OF MATERIAL AND PER HEAT TREATING BATCH. IMPACT TEST SPECIMEN SHALL BE CHARPY V-NOTCH IN ACCORDANCE WITH ASTM A-370. TESTED SPECIMEN SHALL PRODUCE AN AVERAGE OF 20FT-LBS PER SET OF 3 (WITH A MINIMUM VALUE OF 15 FT-LBS) AT +30DEG F. VENDOR SHALL REPORT CHARPY BAR IMPACT TEST RESULTS TO PURCHASER BEFORE SHIPMENT IS MADE.
- 1.5) THE HARDNESS OF WELD AND HEAT AFFECTED ZONE SHALL BE LIMITED TO 200 BHN MAX.

### 2. ALLOY STEEL (Cr-Mo) PIPES , FITTINGS AND FLANGES

- 2.1) ALL WELD JOINTS SHALL BE 100% RADIOGRAPHED IN ACCORDANCE WITH PARAGRAPH UW-51 OF ASME BOILER AND PRESSURE VESSEL CODE, SECTION VIII, DIVISION 1.
- 2.2) ALL WELDS INCLUDING SOCKET AND SEAT WELDS SHALL BE POST WELD HEAT TREATED (PWHT'D)
- 2.3) ALL PIPES AND FITTINGS HAVING WALL THICKNESSES 3/8" AND THICKER SHALL BE NORMALISED & TEMPERED. THE NORMALISING AND TEMPERING HEAT TREATMENT SHALL BE A SEPARATE HEATING OPERATION, NOT THE HOT FORMING OPERATION.

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ADDITIONAL REQUIREMENT FOR  
HYDROGEN SERVICES

(PIPES/ FLANGES/ FITTINGS)

STANDARD

3244-43-H-001  
Sheet 1 of 2

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- 2.4) IMPACT TESTS ARE REQUIRED FOR WALL THICKNESSES OVER 3/4". TESTS SHALL BE IN ACCORDANCE WITH PARAGRAPH UG-84 OF ASME BOILER AND PRESSURE VESSEL CODE FOR THE WELD METAL AND BASE METAL FROM THE THICKEST PIPE/FITTING/FLANGE PER HEAT OF MATERIAL AND PER HEAT TREATING BATCH. IMPACT TEST SPECIMEN SHALL BE CHARPY V-NOTCH IN ACCORDANCE WITH ASTM A-370. TESTED SPECIMEN SHALL PRODUCE AN AVERAGE OF 20FT-LBS PER SET OF 3 (WITH A MINIMUM VALUE OF 15 FT-LBS) AT +30 DEG F. VENDOR SHALL REPORT CHARPY BAR IMPACT TEST RESULTS TO PURCHASER BEFORE SHIPMENT IS MADE.
- 2.5) THE HARDNESS OF WELD AND HEAT AFFECTED ZONE SHALL BE LIMITED TO 225 BHN MAX.
- 2.6) THE ALLOY CONTENT OF WELDS SHALL BE VERIFIED BY CHEMICAL ANALYSIS. TESTS SHALL BE CONDUCTED WHEN CHANGES IN WELD WIRE AND/OR WELD FLUX ARE MADE, OR WHEN A NEW SET OF ELECTRODE IS USED.

**3. STAINLESS STEEL PIPES AND FITTINGS**

- 3.1) ALL WELD JOINTS SHALL BE 100% RADIOGRAPHED IN ACCORDANCE WITH PARAGRAPH UW-51 OF ASME BOILER AND PRESSURE VESSEL CODE, SECTION VIII, DIVISION 1.
- 3.2) ALL WELDS SHALL BE POSTWELD HEAT TREATED (PWHT'D) AT 1550-1650 DEG F (843-899 DEG C), 1 HOUR PER INCH OF THICKNESS, 1 HOUR MINIMUM.
- 3.3) ALL WELDED PIPES & FITTINGS SHALL BE SOLUTION ANNEALED.
- 3.4) WELD DEPOSITS SHALL BE CHECKED FOR FERRITE CONTENT. A FERRITE NUMBER (FN) OF NOT LESS THAN 3% AND NOT MORE THAN 10% IS REQUIRED TO AVOID SIGMA PHASE EMBRITTLEMENT DURING POSTWELD HEAT TREATMENT AND HIGH TEMPERATURE SERVICE. FN MAY BE DETERMINED BY NOSE OF A FERRITE SCOPE OR MAY BE CALCULATED USING SCHAEFFLER OR DELONG DIAGRAMS (THE DELONG DIAGRAM SHOULD BE USED IF "FCAW" WELDING IS PERFORMED). FERRITE SCOPE MEASUREMENTS MUST BE MADE PRIOR TO POST WELD HEAT TREATMENT TO BE MEANINGFUL.

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ADDITIONAL REQUIREMENT FOR  
HYDROGEN SERVICES  
(PIPES/FLANGES/FITTINGS)

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