

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-12-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-12-2023 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Numaligarh Refinery Limited
Organisation Name/संगठन का नाम	Numaligarh Refinery Limited
Office Name/कार्यालय का नाम	Numaligarh Refinery Limited
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Coil Type Induction Heating machine (Q3)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

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

#### Beneficiary/लाभार्थी :

CGM (Commercial)

Hard copy of the BG should be sent to following address: General Manger (Finance), Admin building, 3rd Floor Numaligarh Refinery Ltd Golaghat, Assam, PIN- 785699 (Cgm Commercial)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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#### Details of the Competent Authority for MII

Name of Competent Authority	Sushil T Williams
Designation of Competent Authority	Deputy Secy to Govt. of India
Office / Department / Division of Competent Authority	Ministry of Petroleum and Natural Gas
CA Approval Number	FP-20013/2/2017-FP-PNG
Competent Authority Approval Date	17-11-2020
Brief Description of the Approval Granted by Competent Authority	As per the approval, proposal with value less than 1Cr. is exempted from the policy.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

## Coil Type Induction Heating Machine ( 1 set )

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arun Gogoi	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	90

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

#### 1. Generic

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

## 2. **Generic**

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

## 3. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

## 4. **Generic**

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

## 5. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **PRE-QUALIFICATION CRITERIA (PQC):**

Nil.

### **ADDITIONAL TERMS AND CONDITIONS (COMMERCIAL):**

**1. Price Basis:** FOR NRL Site, Numaligarh.

#### **2. Delivery Schedule:**

- i) Date of receipt of materials at NRL premises shall be considered for calculation of price reduction.
- ii) Delivery of the material within the stipulated period is the principal essence of this tender. NRL at its discretion may not consider a bidder for evaluation and may reject the offer in case of deviation from the stipulated delivery period.
- iii) The delivery period stated in the bid must be strictly followed. If the vendor fails to deliver the goods within the scheduled delivery date, NRL reserves the right to reject the materials and cancel the PO at its sole discretion.
- iv) It will be the sole responsibility of the bidder to arrange for Testing/TPI (if any) and submit the testing/Inspection certificate along with dispatch documents. No delivery date extension shall be allowed by NRL for any delay/lapse in this regard or due to any other reasons.

#### **2. Price reduction clause (PRC) due to delayed delivery:**

In case of delay in execution of the order, NRL may, at its option, recover from the bidder price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maxi

mum of 5% of the total order value of goods.

### **3. Payment Terms:**

100% within 30 days of receipt, acceptance & commissioning of machine at NRL site in presence of Bidder's representative.

### **GENERAL TERMS AND CONDITIONS:**

1. NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given timeline, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.
2. Consortium/Joint venture bids shall not be accepted.
3. Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
4. 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.
5. In case any bidder is found to be involved cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future.
6. Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered. Accordingly, the bidder shall submit a self-declaration as per the format enclosed with the bid. It may be noted that if this declaration is found to be false, NRL shall have the right to reject the bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.
7. Printed terms and conditions, if any, submitted with the offer by the bidder shall be ignored and shall not be applicable in the event of order. In case of contradiction between the terms & conditions mentioned elsewhere in the offer by the bidder and terms and conditions mentioned in the bid document and NRL GPC; terms & conditions mentioned in the bid document and NRL GPC shall prevail. Moreover, rates & taxes indicated in the BOQ shall prevail.
8. Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.10 crores to Rs. 5 crores, which will be 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.

All other terms and conditions of this tender shall be governed by NRL GPC 2023 (Indigenous). May find NRL's 'General Purchase Conditions (Indigenous) in the link. [https://www.nrl.co.in/upload/nrl\\_General\\_Purchase\\_Conditions\\_Indigenous\\_2023.pdf](https://www.nrl.co.in/upload/nrl_General_Purchase_Conditions_Indigenous_2023.pdf)

9. 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 at any time/stage without assigning any reason thereof.
10. Bidder to submit all requested (as well as relevant documents as per requirement of the bid) along with unpriced offer. Failure on the part of bidder in not submitting the documents in required format with unpriced quotation and/or submitting incomplete replies/deviations may lead to rejection of bidder's quotation without any further communication.

### **DOCUMENTS TO BE SUBMITTED ALONG WITH UNPRICED OFFER:**

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

1. Documents in support of PQC and Technical Specification, Datasheet etc.
2. Tender acceptance letter (Format enclosed)
3. Vendor information sheet (Format enclosed)
4. Dispatch and Invoice information (Format enclosed)

5. Declaration for not being under liquidation, court receivership or similar proceedings. (Format enclosed)
6. Self-declaration of blacklisting / holiday listing (Format enclosed)
7. Indemnity bond cum GST undertaking (Format enclosed)
8. **Form A (Certificate of Compliance)** against "Special tender clause on procurement from a bidder from a country which shares land border with India." (Format enclosed)
9. Any other relevant documents as per requirement.

**Note:**

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

**BANK GUARANTEE (BG):**

Suppliers/Contractors are required to submit their BGs strictly as per NRL standard format only (Format enclosed). If any bidder desires to make any changes to the standard format(s), same should be clearly indicated in their bid itself for acceptance of NRL during the techno-commercial evaluation stage. Decision for acceptance or refusal of any request for change by NRL shall be at the sole discretion of NRL. No change request after acceptance of bid may be allowed.

The BG shall be valid for- Contractual Delivery Date (CDD) + Warranty Period + Claim period of 6 months.

In case of delay in delivery/completion and/or extension of CDD/CCD, the validity of the BG should be extended by the Supplier/Contractor prior to expiry of the original validity period. Pending such timely extension, suit or action to enforce a claim under Guarantee may be initiated by NRL.

In case, PBG is not provided by the Vendor, equivalent amount shall be retained in lieu of PBG, till the expiry of BG period.

Address for submission of original BG:

General Manager (Finance),  
Admin building, 3rd Floor  
Numaligarh Refinery Ltd  
Golaghat, Assam, PIN- 785699

Bank guarantee should be routed through SFMS platform. Relevant information are as follows:

Beneficiary bank details:

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

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.

**CONTACT PERSON FOR THIS TENDER:**

**Jitu Haloi**

Senior Officer (Commercial)

Numaligarh Refinery Limited

Contact: +91-7002569356

Email ID: [jitu.haloi@nrl.co.in](mailto:jitu.haloi@nrl.co.in)

**8. Buyer Added Bid Specific ATC**

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

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

**---Thank You/धन्यवाद---**