



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5173614

Dated/दिनांक : 18-07-2024

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-08-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-08-2024 14:30:00
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	40
Item Category/मद केटेगरी	Intrinsically Safe Tablets
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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 (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	43

(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  
General Manager (Finance) Finance dept, Admin building, 3rd Floor Numaligarh Refinery Ltd Golaghat, Assam  
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	MOPNG
Designation of Competent Authority	MOPNG
Office / Department / Division of Competent Authority	MOPNG
CA Approval Number	FP-20013/2/2017-FP-PNG-Part(4) (E41432)
Competent Authority Approval Date	26-04-2024
Brief Description of the Approval Granted by Competent Authority	Vide MOPNG approval dated 26-04-2022 all proposal less than 1 crore is exempted.

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

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

## Intrinsically Safe Tablets ( 40 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	40	45

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

#### 1. Generic

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

## 2. Generic

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

## 3. Generic

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

## 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### PRE-QUALIFICATION CRITERIA (PQC):

The bidders who intend to participate in the tendering process shall meet the following minimum requirements and only such bidders shall be prequalified technically for further evaluation.

PQC-1: The supplier shall be an OEM or an authorized dealer/ agent.

Documents required in support of PQC-1 along with technical bid: Dealer/ Agent shall furnish valid authorization certificate from Manufacturer.

PQC-2: Vendor must have supplied similar Intrinsically Safety Smart Phone & Tablet to any Oil Refinery, Oil Marketing or Petrochemical Complex, located in India during the last 10 years, to be counted from the bid due date. Documents required in support of PQC-2 along with technical bid: Copies of purchase/work order containing the item description, ordered quantity.

### TERMS AND CONDITIONS (COMMERCIAL):

1	Price basis	FOR NRL Site, Numaligarh.
2	Scope :	As per Technical Specification.
3	Payment Terms	<p>Payment shall be made within 30 days after delivery and acceptance of the goods at NRL site.</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.</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: livdesk@nrl.co.in</p>

4	Price reduction clause 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 maximum of 5% of the total order value of goods.
5	Third Party Inspection (TPI)	Not Required.
6	Delivery schedule	Within 45 days from the date of issue of LOA/Gem Contract/PO.
7	Guaranty/Warranty:	<p>The Guarantee/Warranty period shall be minimum 3 Year Warranty for the device, battery, charger and OS upgrade from the date of acceptance at NRL site.</p> <p><b>Note:</b></p> <p>i) <i>The above clause is non-negotiable and deviation from the same shall lead to direct disqualification without any further intimation.</i></p> <p>ii) <i>If there is a tender specific "Guaranty/Warranty" clause is mentioned in Technical Specification of the tender document; the clause mentioned in "Technical Specification" of the tender document shall prevail.</i></p>

8	General Terms and Conditions	<p>i) NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential against PQ C. 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.</p> <p>ii) Consortium/Joint venture bids shall not be accepted.</p> <p>iii) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.</p> <p>iv) 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.</p> <p>v) 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.</p> <p>vi) Bidders who are on holiday list by NRL or MoPNG 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.</p> <p>vii) 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 &amp; conditions mentioned elsewhere in the offer by the bidder and terms and conditions mentioned in the bid document and NRL GPC; terms &amp; conditions mentioned in the bid document and NRL GPC shall prevail. Moreover, rates &amp; taxes indicated in the BOQ shall prevail.</p> <p>viii) 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.</p> <p>ix) 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. <a href="https://www.nrl.co.in/upload/nrlGeneral_Purchase_Conditions_Indigenous_2023.pdf">https://www.nrl.co.in/upload/nrlGeneral_Purchase_Conditions_Indigenous_2023.pdf</a></p> <p>x) NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms &amp; conditions of tender document and to reject any or all bids at any time/stage without assigning any reason therefor.</p> <p>xi) 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.</p>
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**DOCUMENTS TO BE SUBMITTED ALONG WITH UNPRICED OFFER:**

SN	DOCUMENTS	REQUIREMENT
1	Documents in support of PQC and Technical Specification	As per Requirement

2	Datasheets, drawings, and other relevant details of the offered items.	As per Requirement
3	<b>Tender acceptance letter</b> (Format enclosed in buyer uploaded bid Specific ATC of the GeM bid document)	Duly filled, signed & stamped
4	<b>Vendor information</b> (Format enclosed in buyer uploaded bid Specific ATC of the GeM bid document)	Duly filled, signed & stamped
5	<b>Dispatch and Invoice information</b> (Format enclosed in buyer uploaded bid Specific ATC of the GeM bid document)	Duly filled, signed & stamped
6	<b>Declaration for not being under liquidation, court receivership or similar proceedings.</b> (Format enclosed in buyer uploaded bid Specific ATC of the GeM bid document)	Duly filled, signed, stamped and on vendor's letterhead
7	<b>Self-declaration of blacklisting / holiday listing</b> (Format enclosed in buyer uploaded bid Specific ATC of the GeM bid document)	Duly filled, signed & stamped
8	<b>Indemnity bond cum GST undertaking</b> (Format enclosed in buyer uploaded bid Specific ATC of the GeM bid document)	Duly filled, signed, stamped and on vendor's letterhead
9	<b>Documents for availing MSE benefit</b>	UDYAM certificate as per provision in GeM.
10	<b>Special tender clause on procurement from a bidder from a country which shares land border with India</b> (Format enclosed in buyer uploaded bid Specific ATC of the GeM bid document)	<b>Form A (Certificate of Compliance)</b> to be submitted (Duly filled, signed, stamped and on vendor's letterhead)
11	Any other relevant documents as per requirement of the bid	As per the requirement

#### **PERFORMANCE BANK GUARANTEE (PBG):**

Suppliers/Contractors are required to submit their PBGs 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 PBG 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 PBG 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)  
Finance dept, Admin building, 3rd Floor  
Numaligarh Refinery Ltd  
Golaghat, Assam 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.

**COMMUNICATION MATRIX:**

QUERY TYPE	NAME	DESIGNATION	EMAIL ID	CONTACT NO
Technical /Inspection /QAP	Dipak Bora	DGM(IIS)	dipak.bora@nrl.co.in	<b>9435154477</b>
Commercial	Ratul Nath	SM (Commercial)	<a href="mailto:ratul.nath@nrl.co.in">ratul.nath@nrl.co.in</a>	<b>8653182519</b>

**Note:**

1. Vendors are requested to check the UoM (Unit of Measurement) in the BOQ and quote accordingly as per the UoM mentioned in BOQ.

2. All terms and conditions written in buyer added terms and conditions shall prevail over other.

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**5. Buyer Added Bid Specific ATC**

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

**Disclaimer/अस्वीकरण**



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

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

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

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

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

**---Thank You/धन्यवाद---**