

## Bid Corrigendum

GEM/2024/B/5189520-C3

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. **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. 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 text based ATC clauses

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

1. The Bidder must be a manufacturer of API 610 pumps (latest edition) & must have supplied similar \*pumps\* to any petroleum PSU Refinery/Terminal in last 10 years.
2. The bidder shall also submit the data sheet of the pump, against which satisfactory performance certificate shall be submitted for cross-verification.
3. Bidder must submit copy of Purchase order and satisfactory performance certificate issued by user for the same pump.
4. The bidder must have after sales support service in India and must provide proof of the same. The bidder must be able to provide support for after sales service from India.
5. Failure to submit the supporting documents along with the bid shall disqualify the bidder without any further communication.

Similar \*Pump\* indicates API 610 pump with following parameters:

(1) OH type centrifugal pumps (2) Capacity 100 m<sup>3</sup>/hr or higher (3) Pumping Temperature Normal, 0 to 55 (deg. C)

**TERMS AND CONDITIONS (COMMERCIAL):**

1	Price basis	FOR NRL, SMT Site, Siliguri, West Bengal.
2	Scope :	As per technical Specification Document.
3	Payment Terms	<p>70% payment after receipt of material and inspection of all the items at NRL-SMT, Siliguri site.</p> <p>30% payment after successfully installing and commissioning of the equipment.</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)	TPI to be done as per technical specification document.
6	Delivery schedule	Delivery is to be done within 120 days from the date of award of Gem contract/LOA/PO.
7.	Guaranty / Warrant.	<p>Materials shall be guaranteed against manufacturing defects, material workmanship and design for a period of 12 months from the date of commissioning or 24 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 of material or material receipt note issued by us in respect of the material.</p> <p>.</p> <p><b>Note:</b></p> <p>i) The above clause is non-negotiable and deviation from the same shall lead to direct disqualification without any further intimation.</p> <p>ii) If there is a tender specific "Guaranty/Warranty/Self Life" clause is mentioned in Technical Specification of the tender document; the clause mentioned in "Technical Specification" of the tender document shall prevail.</p>
8	General Terms and Conditions	<ul style="list-style-type: none"> <li>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.</li> </ul>

		<ul style="list-style-type: none"> <li>• Consortium/Joint venture bids shall not be accepted.</li> <li>• Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> <p>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>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>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 thereof.</p> <p>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>
--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**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	Ayang Doley	Officer (SMT)	<a href="mailto:ayang.doley@nrl.co.in">ayang.doley@nrl.co.in</a>	<b>9365912593</b>
Commercial	Ratul Nath	SM (Commercial)	<a href="mailto:ratul.nath@nrl.co.in">ratul.nath@nrl.co.in</a>	<b>8653182519</b>

**Note:**

- Vendors are requested to check the UoM (Unit of Measurement) in the BOQ and quote accordingly as per the UoM mentioned in BOQ.
- All terms and conditions written in buyer added terms and conditions shall prevail over other.

**MOM OF PREBID MEETING:**

**Members present:**

**For Numaligarh Refinery Limited**

–

Mr. Pankaj Kr. Roy, DGM(TS)

Mr. Pranab Kumar Malakar, SM(SMT)

Mr. Alankar, SM(SMT)

Mr. Ratul Nath, SM(Commercial)

Ms. Ayang Doley, O(SMT)

**For M/s Flowserve.**

Mr. Balraj Hooda

**For M/s Ruhrpumpen**

Mr. Amitava Deb

Mr. Bergen Gomez

**For M/s Clyde Pumps India Pvt. Ltd.**

Mr. Varun Sharma

**Following are the points discussed and clarification are tabulated below:**

SN.	Points Discussed	Queries raised by vendors	Clarification
1	NPSHA & Suction pressure of Loading pumps  Discharge pressure of loading pump	Two bidders requested to consider NPSHA upto 7m and 4.2m to have positive NPSHA.  As intimated by bidder, the maximum calculated discharge pressure for loading pump is 14.95 kg/cm <sup>2</sup> g and thus the downstream pressure that is to be maintained is 15 kg/cm <sup>2</sup> g	As per datasheet, NPSHA is 3.5 m: one pump working and one in standby.  In this regard, vendor to consider the suction pressure as 0.6 kg/cm <sup>2</sup> and design the NPSH parameter keeping maximum NPSHA as 3.5 m.  NRL confirmed to maintain the downstream design pressure by incorporating TSV in discharge header.
2	NPSHA & Suction pressure of Unloading pumps	Bidder requested to clarify NPSHA as flooded suction and ample (i.e., 10m) given for unloading pump and also requested to increase	As per datasheet, NPSHA is less than 1 m (flooded suction); one pump working and one in standby.  As per discussion, v

		the NPSHA to 4m.	endor to consider NP SHA at site as 2 m ( maximum)
3	Automatic Re circulation Valve/ Motor/ Coupling/ Mechanical Seal/ VFD	<p>Bidder enquired regarding consideration of ARV valve losses being included in differential pressure head mentioned in datasheet or to be considered additionally.</p> <p>Bidders also enquired regarding the scope of supply/work of ARV, VFD &amp; VFD panel and the field cabling part of VFD</p> <p>Bidders requested to provide approved vendors list from NRL if available.</p>	<p>NRL confirmed that ARV losses are not included in differential head calculation as mentioned in the datasheet .</p> <p>The supply of the items is in vendor's scope. However , the field cabling part of VFD is in NRL's scope. Please note that VFD is for loading pumps only.</p> <p>As NRL does not possess any approved vendors list for ARV/ VFD/ Motor/ Coupling/ Mechanical Seal, the bidder can supply the items from reputed vendors.</p> <p>Items to be supplied conforming specifications as mentioned in the tender.</p>
4	Bearings	Bidders offered to provide anti-friction bearing instead of hydrodynamic radial and hydrodynamic thrust in both driving and non-driving end based on calculated energy density value as per API 610.	<p>As per tender specification, the bearing on which the shaft will be supported shall be hydrodynamic radial and hydrodynamic thrust in both driving and non-driving ends.</p> <p>However, Anti-frictional bearings shall also be acceptable.</p>
	Extension of bid due date and delivery period	<p>Bidders requested for extension of BDD upto 27<sup>th</sup> Aug'24 (3 weeks) due to delayed receipt of offers from supporting vendors.</p> <p>Bidders also requested an extension of the delivery period upto 9 to 10 months due to certain constraints.</p>	<p><b><u>BDD:</u></b> Upon discussion, NRL agreed for an extension by another 02 weeks from the date of original BDD (i.e., 6<sup>th</sup> Aug'2024).</p> <p><b><u>Delivery period:</u></b> To this, NRL replied that delivery period will be extended to 6 months for unloading pumps.</p> <p>For loading pumps, with VF</p>

5			D, the delivery period is extended to 9 months. However, all efforts to be made to supply and install all other items (except VFD) within 6-7 months.
6	Payment terms	Bidders requested to change the payment terms and consider payment based on Dispatch challan receipt.	Advance payment is not acceptable to NRL. However, NRL offered to change the payment terms to 80% after receipt and acceptance of materials at site and balance 20% after installation & commissioning of the items.

Note: Bidder shall submit the sealed and signed copy of this Minute of pre-bid discussion along with the bid document. This document will be uploaded in GEM portal as Corrigendum.

Extension of Delivery period shall be done after award of PO.

5. 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](#)