



**NUMALIGARH REFINERY LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
NRL COMPLEX, NUMALIGARH,  
District:GOLAGHAT;ASSAM 785699  
Tel.: 03776-265495 Fax : 03776-265514



800001

M/s.  
NRL Open tender  
PO Box NRL PROJECT  
785699 Golaghat.

## REQUEST FOR QUOTATION

**NRL REF : COL. No. : OC19000281/BOR**  
Date : 09.08.2018  
RFQ number : 6100027543  
Contact Person : Bornisha Puzari 03776-265491  
Email ID : bornisha.puzari@nrl.co.in  
**Submission Date: 29.08.2018 TIME: 11:00 AM**

### Job Name: Procurement of Structural Steel for Maintenance jobs.

Dear Sirs,

Please quote your lowest prices online for the supply of materials as per details below. The quotation shall show separately and clearly (without any corrections) the basic price, packing & forwarding (%), excise duty (with relevant excise tariff no./chapter id), sales tax, freight(%), other charges, etc against each item along with all technical & commercial details. **Foreign vendors shall always quote their FOB prices against each item.** Rates/charges quoted in the quotation shall be final and no additional charges/corrections will be accepted after the receipt of quotation unless the same is necessitated by NRL in writing.

### **IMPORTANT NOTE:**

- 1) Tender documents should be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating, through the website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided as **‘Instructions for online Bid Submission’**.
- 2) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <http://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Both Technical bid and Financial bid are to be submitted concurrently, duly digitally signed in the web site <http://eprocure.gov.in/eprocure/app>.

Online Bids are received only on CPP Portal website <http://eprocure.gov.in/eprocure/app> on or before due date as indicated in the NIT. The bidder shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only those bidders shall be opened who are Techno-commercially qualified, at a time and place for which notice shall be given. The qualified bidders shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.

**NOTE: Filled, stamped and signed scan pdf copy of this RFQ (Request for Quotation) has to be uploaded.**

Any deviations to our enquiry specifications/conditions shall be mentioned clearly in the offer. Otherwise it will be presumed that enquiry specification/conditions are acceptable to you in toto and no change will be allowed after placement of Order. The commercial requirements, wherever applicable, are specified in the attached questionnaire titled "Agreed Terms & Conditions" which should be duly filled in, signed & stamped on each page and shall be returned along with your bid. Bids received without duly filled in questionnaire shall not be considered for evaluation.

Other terms & conditions of purchase shall be as per NRL's "General Purchase Conditions (Indigenous)". Deviation to the GPC terms and those mentioned above, may lead to loading of prices/rejection of offer. General Purchase conditions (Ind), Agreed terms & conditions (Ind) and Bank Gurantee profoma (Ind Purchase) is available on **WWW.NRL.CO.IN**.

NRL reserves the right to make changes in the terms & conditions of purchase and to reject any or all bids on valid ground.

Thanking you,

Yours faithfully,

For & on behalf of Numaligarh Refinery Limited

General Manager (Commercial)

**RFQ number : 6100027543**

Item	Material Code	Description	Order Qty	UoM
00010 Ton	M-STEE-AN008	Angle ISA 100x100x8; IS-2062, Gr. A . Angle ISA 100x100x8; IS-2062, Gr. A.	4.000	Metric
00020 Ton	M-STEE-AN009	Angle ISA 90x90x8; IS-2062, Gr. A . Angle ISA 90x90x8; IS-2062, Gr. A.	4.000	Metric
00030 Ton	M-STEE-CH006	Channel, ISMC-175, IS-2062, Gr. A . Channel, ISMC-175, IS-2062, Gr. A.	3.000	Metric
00040 Ton	M-STEE-CH008	Channel, ISMC-125, IS-2062, Gr. A . Channel, ISMC-125, IS-2062, Gr. A.	6.000	Metric
00050 Ton	M-STEE-CH009	Channel, ISMC-100, IS-2062, Gr. A . Channel, ISMC-100, IS-2062, Gr. A.	6.000	Metric
00060 Ton	M-STEE-JS001	Joist ISMB-600, IS-2062, Gr. A . Joist ISMB-600, IS-2062, Gr. A .	5.000	Metric
00070 Ton	M-STEE-JS002	Joist ISMB-500, IS-2062, Gr. A . Joist ISMB-500, IS-2062, Gr. A.	5.000	Metric
00080 Ton	M-STEE-JS005	Joist ISMB-350, IS-2062, Gr. A . Joist ISMB-350, IS-2062, Gr. A.	4.000	Metric
00090 Ton	M-STEE-JS006	Joist ISMB-300, IS-2062, Gr. A . Joist ISMB-300, IS-2062, Gr. A.	4.000	Metric
00100 Ton	M-STEE-JS011	Joist ISMB-125, IS-2062, Gr. A . Joist ISMB-125, IS-2062, Gr. A.	5.000	Metric

**RFQ number : 6100027543**

Item	Material Code	Description	Order Qty	UoM
00110 Ton	M-STEE-PL010	Plate 10mm thk., IS-2062, Gr. A . Plate 10mm thk., IS-2062, Gr. A.	2.000	Metric
00120 Ton	M-STEE-PL011	Plate 8mm thk., IS-2062, Gr. A . Plate 8mm thk., IS-2062, Gr. A.	3.000	Metric
00130 Ton	M-STEE-PL012	Plate 6mm thk., IS-2062, Gr. A . Plate 6mm thk., IS-2062, Gr. A.	2.000	Metric
00140 Ton	M-STEE-PL037	MS PLATE 6000x 1250 x 2 MM, IS 2062 Gr A MS PLATE, 6000 x 1250 x 2 MM, IS 2062 Gr A	3.000	Metric



**NUMALIGARH REFINERY LIMITED  
NOTICE INVITING TENDER (NIT)**

1. Numaligarh Refinery Limited (NRL) invites ONLINE bid (E-tender) from competent and experienced suppliers under two bid system (Part-I: Techno-commercial part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre- Qualification Criteria (PQC) of the tender document for the following item:

<b>Procurement of Structural Steel for Maintenance jobs.</b>	
<b>(Tender No : OC19000281/BOR)</b>	
Tender Publish Date	09-08-2018 at 16-00 Hrs.
Tender document download end date & time	29-08-2018 at 11-00 Hrs.
Pre-bid Meeting	Not applicable
Bid Submission end date & time	29-08-2018 at 11-00 Hrs.
Bid opening date & time (Technical Bid):	30-08-2018 at 11-00 Hrs.
Tender Withdrawal Time End Date :	29-08-2018 at 11-00 Hrs

- All amendment, corrigendum, addendum, extension of due date, etc. shall be uploaded in website (<http://eprocure.gov.in/eprocure/app>) only.

2. **SUBMISSION OF E-BID:**

The E-Bid should be prepared in Two Parts as per the following details.

- PART – I : Techno-commercial / Un-priced Bid
- PART - II : Price Bid

**Note:**

- Only online offer shall be considered against the subject enquiry. For details please go to our e-tendering portal <http://eprocure.gov.in/eprocure/app>
- This Tender is being conducted in e-tendering mode and the Bid documents can be downloaded for ONLINE bidding by the bidders, who has the Digital Signature Certificates.
- For any assistance you may please contact our service provider personnel at Phone No 03776 – 265774, email: [z\\_tender@nrl.co.in](mailto:z_tender@nrl.co.in)
- Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Toll free contact number for the helpdesk is 1800 3070 2232.
- Bids received by way of Post, Courier, Fax, Telex or Telegram or email or in open condition shall not be considered.**

3. **EVALUATION OF THE TENDER:** Tender shall be evaluated on ‘ITEM WISE LOWEST OFFER BASIS’.

4. **DOCUMENTS TO BE UPLOADED AS A PART OF PART – I: TECHNO-COMMERCIAL / UNPRICED E-BID:**

- Documents in support of PQC.
- PAN No., GST registration number allocation certificate, Registration certificate /Trade license certificate/ Enlistment certificate / Incorporation certificate in any Govt. deptt. / Statutory body / PSU shall be submitted  
Such other certificates if any as defined in the ITB

Copy of partnership deed in case of partnership firm, Memorandum and Article of Association in case of limited company, ownership certificate in case of sole of proprietary firm and Power of Attorney in favour of authorized signatory in case the firm is not a proprietary firm.

- c) Agreed Terms & Conditions (ATC) duly filled, signed & stamped. The commercial terms & conditions should not be repeated in the offer.
- d) Duly signed & stamped copy of (i) Technical Compliance Sheet, (ii) Deviations (if any) etc.
- e) OEM Authorization letter (if Applicable).
- f) List of deviations from NRL technical specification, if any. Bidder should also provide nil deviation statement in the offer in case no technical deviation.

**5. DOCUMENTS TO BE SUBMITTED AS A PART OF PART – II: PRICED E-BID:**

- (a) BoQ/Priced Bid “in "XLS" format as per instructions provided.

**IMPORTANT NOTE:**

- (i) *Bidder to quote Unit Price (FOR NRL Site), Taxes, Duties, all other charges (i.e. P&F, Freight, TPI/ IBR Charges) in online BoQ/Priced Bid in "XLS" format strictly as per instructions provided. Charges quoted elsewhere shall be ignored and will not be taken into consideration.*
- (ii) *Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left blank or =0 (zero) in the online priced bid (BoQ) shall be deemed to be inclusive in the quoted price.*
- (iii) *Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.*

**Date: 09-08-2018**

**GM (Commercial), I/C  
Numaligarh Refinery Limited.  
Commercial Dept, Pankagrang,  
PO- NR Project, Dist – Golaghat  
PIN-785699, Assam**

Contact Person: Bornisha Puzari  
Phone : 03776-265477  
Email ID: bornisha.puzari@nrl.co.in

**NUMALIGARH REFINERY LIMITED**  
**AGREED TERMS & CONDITIONS (ATC)**

Bidder M/s \_\_\_\_\_ Tender No : **OC19000281/BOR**

Offer Ref & Date: \_\_\_\_\_ Signature : \_\_\_\_\_

Tel. No/ Mob: \_\_\_\_\_ Name : \_\_\_\_\_

E-mail id \_\_\_\_\_ Official Seal : \_\_\_\_\_

***DULY FILLED, SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH BIDDER'S UNPRICED QUOTATION. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".***

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01.	<b>EVALUATION OF TENDER:</b> Basis of Evaluation of this tender shall be on – ‘ITEM WISE LOWEST OFFER BASIS’. This job is <b>SPLITABLE</b> .	Noted
02.	Quoted price shall be on FOR NRL Stores basis.  Please indicate the following: (a) Despatch Point of the goods:  (b) Mode of despatch of goods:	(a) _____ (b) _____
03.	Please confirm that you have quoted price on FOR NRL Site basis; Separately indicating Basic Price (on Ex-works), P&F (in % of basic), Freight Charge (in % of basic), GST (in % of basic) in the " BoQ/Priced Bid " in "XLS" format as per instructions provided	Confirmed.
	<b>NOTE:</b> Where any field in the online priced bid (BoQ) is left blank or =0, the charge, tax or duty shall be considered as either inclusive, nil or not applicable. Charges quoted elsewhere may be ignored in priced bid evaluation and shall not be borne by NRL. Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left unquoted shall be deemed to be inclusive in the quoted price.  Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.	Noted
04.	<b>PACKING &amp; FORWARDING (P&amp;F) CHARGES:</b> Seller to indicate applicability of P&F charges as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
05.	<b>THIRD PARTY INSPECTION CHARGE:</b> Seller to indicate the charge for Third Party Inspection Charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.

06.	<b>FREIGHT CHARGES:</b> Please note that Transportation up to NRL Site is in the scope of Seller. Seller to indicate firm freight charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
07.	<b>GST DETAILS:</b> Please furnish following information as per the respective quoted rates in BOQ. 1. HSN CODE 2. APPLICABLE GST TYPE-IGST/CGST+SGST/UTGST 3. APPLICABLE GST %	Confirmed.  ..... ..... .....
08.	<b>PAYMENT TERM:</b> 100% payment within 30 days after receipt and acceptance of materials at site.  The above payments are subject to statutory deduction of taxes & duties and will be released on submission of performance bank guarantee for 10% of total order value.	Confirmed.
09.	<b>DELIVERY PERIOD:</b> Please confirm your earliest delivery period. Delivery period will be 08 weeks, FOR NRL Site from the date of issue of LOA / PO.	Confirmed .....
10.	<b>OFFER VALIDITY:</b> Bid shall remain valid for a period of 90 days from the bid due date/extended due date.  <i>Note: In case any bidder quotes shorter bid validity, his offer shall be liable for rejection.</i>	Confirmed.
11.	<b>PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:</b> 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.	Confirmed
12.	<b>REPEAT ORDER:</b> Acceptance of repeat order within 12 (Twelve) Months from the date of Purchase Order at same prices, terms and conditions.	Confirmed.
13.	<b>GUARANTEE / WARRANTEE CLAUSE:</b> Equipment/Material/Item supplied shall be guaranteed / warranted for Satisfactory performance for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier. During this period, all defects arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary, free of charge on CIF basis by you. Any consequential damage/defect or loss of items due to poor workmanship/poor material quality/negligence etc. attribute to the bidder to be rectified/replaced by the bidder free of cost.	Confirmed.
14.	<b>PERFORMANCE BANK GUARANTEE (PBG):</b> Submission of Performance Bank Guarantee for 10% of total order value for supply (as per NRL's standard PBG format attached with tender document) valid till for full guarantee period plus 3(Three) months of claim period.	Confirmed.



15.	<b>ACCEPTANCE OF NRL GPC:</b> Acceptance of General Purchase Conditions (GPC) of NRL shall be accepted without deviation. (Refer NRL website)	Confirmed.
16.	<b>NO ESCALATION CLAUSE:</b> (a) No escalation of contract value, in any form whatsoever will be entertained during the contract period. (b) For applicable labour wage at NRL site & other related information regarding labour wages, kindly refer “circular wages for contract workmen”. This circular is available at NRL Website <a href="http://www.nrl.co.in/tender">www.nrl.co.in/tender</a> (Tender Room under heading “Circular of Wages for contract workmen”). (c) No mobilization advance will be paid to the contractor for execution of this work.	Confirmed.
17.	Lists of deviation stated is limited to exemption & deviation as per <b>ANNEXURE –III</b> (page-15)	Confirmed.
18.	Information furnished by the bidder is correct in all respects. In case of submission of any false information/ forged documents, offer shall be summarily rejected and penal action including holiday listing as deemed fit will be done by NRL.	Noted.
19.	<b>MSE Clause:</b> If any bidder falls under MSE as per guideline mentioned in the tender, submit all relevant documents as per MSE Guideline.	MSE (Yes / No): .....

**BIDDER’S SIGNATURE, SEAL:**

### TECHNICAL COMPLIANCE SHEET

**Tender No** : OC19000281/BOR  
**Subject** : Procurement of Structural Steel for Maintenance jobs.

**Duly signed & stamped copy of this pre-filled 'Technical Compliance Sheet' along with all requisite technical documents/ drawings / information shall be enclosed with bidder's un-priced quotation. Failure on the part of bidder in not submitting the same may lead to rejection of bidder's quotation.**

SN	TECHNICAL REQUIREMENT	BIDDER'S CONFIRMATION
01.	<p>1) For item sl no 10 to 140 (Structral steel) Material to be used should conform to IS-2062, Gr. A. Dimension,thickness,weight etc for hot rolled steel joist,channel and angle section should conform to IS-808:1989(Reaffirmed 2004)(item no 10 to100)</p> <p>Dimension,thickness,weight etc for steel plate,sheet,strip and Flat should conform to IS-1730:1989 (Reaffirmed 2004)(item no 110 to 140)</p> <p>2) Make: SAIL/RINL/TATA STEEL LTD (TSL)/ESSAR STEEL/JINDAL STEEL &amp; POWER LTD/JSW STEELLTD/ISPAT INDUSTRIES LTD or any other manufacturer approved by EIL. Items which are not manufactured by manufacturer as mentioned above, the same may be accepted from other Make meeting IS speciation's mentioned as above.</p> <p>3) Manufacturer's Test Certificates as per the above mentioned IS codes have to be submitted by the Supplier along with each lot of materials.</p>	Noted & confirmed.
02.	Item shall be dispatched properly as per the packing & despatch under specifications in this RFQ. Special care shall be taken by the supplier to minimize transit damage.	Confirmed
03.	Bidder has to strictly adhere to specifications and in case of any deviation the same has to be replaced free of cost.	Confirmed

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**ANNEXURE-I**

**COMPLIANCE TO BID REQUIREMENTS**

**Name of Work : Procurement of Structural Steel for Maintenance jobs.**

**Tender No. : OC19000281/BOR**

**Name of Bidder :**

We confirm that our bid complies to the total techno-commercial requirements of bidding document with the following deviation(s):

Sl No	Page No of this Document	Deviation in brief (Details may be attached in separate sheets and may be mailed prior to pre-bid meeting)

Total Nos of deviations stated above .....

Deviations stated in other (..... Nos of) pages .....

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

### **BILL OF QUANTITIES**

**Name of Work: Procurement of Structural Steel for Maintenance jobs.**

**Tender No.: OC19000281/BOR**

**Name of Bidder:**

<b>Sl No</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>
1	Angle ISA 100x100x8; IS-2062, Gr. A .	MT	4.00
2	Angle ISA 90x90x8; IS-2062, Gr. A .	MT	4.00
3	Channel, ISMC-175, IS-2062, Gr. A .	MT	3.00
4	Channel, ISMC-125, IS-2062, Gr. A .	MT	6.00
5	Channel, ISMC-100, IS-2062, Gr. A .	MT	6.00
6	Joist ISMB-600, IS-2062, Gr. A .	MT	5.00
7	Joist ISMB-500, IS-2062, Gr. A .	MT	5.00
8	Joist ISMB-350, IS-2062, Gr. A .	MT	4.00
9	Joist ISMB-300, IS-2062, Gr. A .	MT	4.00
10	Joist ISMB-125, IS-2062, Gr. A .	MT	5.00
11	Plate 10mm thk., IS-2062, Gr. A .	MT	2.00
12	Plate 8mm thk., IS-2062, Gr. A .	MT	3.00
13	Plate 6mm thk., IS-2062, Gr. A .	MT	2.00
14	MS PLATE 6000x 1250 x 2 MM, IS 2062 Gr A	MT	3.00

**(To be submitted on bidder's letterhead)**

**UNDERTAKING**

Date: \_\_\_\_\_

To,  
**GM (Commercial )**,  
Numaligarh Refinery Limited,  
Pankagant, PO: Numaligarh Refinery Project,  
Dist-Golaghat (Assam), India  
PIN-785699  
Fax No.: 03776-265514 / Phone: 03776-265477  
E-mail: bornisha.puzari@nrl.co.in

**Sub: Declaration for not being under liquidation, court receivership or similar proceedings.**

**Ref: (Tender No: OC19000281/BOR)**

Dear Sir,

We herewith declare that we are not under liquidation, court receivership or similar proceedings.

\_\_\_\_\_  
**(Authorized Signatory)**

Name & Designation:

Company Seal:

Date:

Place:

## VENDOR DETAILS

Bidder is requested to furnish the following information/ details along with their un-priced offer:

1. Vendor name (mandatory):
2. Complete address (State -mandatory):
3. PIN Code (mandatory):
4. Telephone, Fax, mobile & e-mail:
5. GST No :
6. Micro/Small/Medium/ others/ no category (mandatory):
7. PAN No (mandatory)

\_\_\_\_\_  
(Bidder's Signature)

Stamp:

Date:

+++++

ON VENDOR's LETTER HEAD

To,  
GM (Commercial)  
Commercial Department  
Numaligarh Refinery Limited,  
Golaghat, Assam, Pin: 785699

Dear Sirs,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that Numaligarh Refinery Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

### A. Supplier / Contractor Details

1. Supplier / Contractor Name (As per bank records)
2. Supplier / Contractor Code
3. Address(Including Pin Code)
4. P. A N. -.
5. E-mail ID
6. Contact Telephone Number

## B. Particulars of Bank Account

1. Bank Name
2. Branch Name /branch code
3. Branch Address (incl Pin code)
4. 9 Digit MICR No. of Bank and Branch as appearing on the cheque
5. Account Type (Savings/Cash credit/Current)
6. Account Number (as appearing on cheque book)
7. IFSC Code of the Branch (For RTGS)
8. IFSC Code of the Branch (For NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to NRL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Numaligarh Refinery Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

---

Name (in Capitals) of supplier / contractor  
Authorised Signatory  
Official Rubber Stamp  
Date:

Note: 1. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers. PLEASE NOTE THAT IF THIS FORMAT IS EXTENDED TO NUMBER OF PAGES THEN SIGNATURE AND STAMP FROM YOUR BANKER IS REQUIRED IN ALL THE PAGES.

2. PLEASE ENCLOSE A PHOTOCOPY OF A CHEQUE (DULY CANCELLED AT YOUR END) FROM YOUR CHEQUE BOOK OF THE BANK WHERE YOUR ACCOUNT IS BEING MAINTAINED.

## ANNEXURE-II

CLAUSES RELATED TO ARBITRATION SHALL BE AS PER THE AMENDMENT BELOW WHEREVER THE TERM GCC APPEARS:

### 110.0 ARBITRATION:

**Arbitration Clause for PSEs / Govt. Deptt.** (except a dispute or difference concerning the Railways, income-tax, Customs and Excise Duties),

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either for Arbitration to the sole arbitrator in the Department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

### **Arbitration Clause tor others:**

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.



- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.
  - d) The parties 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 in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director.
  - e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
  - f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
  - g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
  - h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.
-

**NOTE TO BIDDERS:**

*The requirement of Prior Turnover and Prior Experience (if any, indicated in the tender document) will be relaxed if the bidder is Micro and Small Enterprise (MSE) or Startup and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.*

**Supporting documents for MSE bidders:**

***(i) Declaration of Udyog Aadhaar Memorandum (UAM) number by the bidders on CPPP (i.e. e-Tenders submitted through [www.eprocure.gov.in](http://www.eprocure.gov.in) portal)***

**To update UAM number follow the steps:**

1. Logon to the CPPP
2. Login with your account details
3. Click on 'My Account'
4. Click on Privileges
5. Under MSME you have to update your details.

If any issues occur please contact CPPP helpdesk at 0120-4200462 / [support-eproc@nic.in](mailto:support-eproc@nic.in) .

- (ii) *Udyog Aadhaar Memorandum (UAM) wherein bidder is registered as 'Micro/ Small Enterprise'.*
- (iii) *The MSE registration must be for the items/category of items/services relevant to the tendered items/category of items /services.*

**Supporting documents for Startup:**

- (i) *Bidder who intends to participate as 'Start-up' company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.*

**Price preference for MSE Bidder:** The price benefit/preference as per MSE policy will be extended only to the original manufacturer and not to trader. For availing MSE benefit Udyog Aadhaar Memorandum (UAM) number has to be necessarily uploaded on CPPP (i.e. e-Tenders submitted through [www.eprocure.gov.in](http://www.eprocure.gov.in) portal).

**Note:** Above mentioned supporting documents / data are required to be uploaded by bidder along with un-priced bid only. It is the responsibility of the bidder to upload the above supporting documents along with their un-priced techno-commercial bid for availing relaxation on Prior Turnover and Prior Experience (if applicable in this tender). In case of non-receipt of above documents/data along with bidder's un-priced bid, no further communication in this regard will be carried out to ascertain bidder's qualification as 'MSE bidder/ Startup' and relaxation on Prior Turnover and Prior Experience (if applicable in this tender) will not be passed on to bidder .

## **ANNEXURE-A**

We hereby declare that we are not currently serving any holiday listing orders issued by NRL or MOPNG debarring us from carrying on business dealings with NRL/MOPNG or serving a banning order by another Oil PSE.

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

Date:

Authorized Signatory

Place:

Name:

**Note:** Incase any bidder does not submit the above self declaration of black listing/Holiday Listing his offer shall be commercially rejected.

## **Annexure “X”**

The Government of India vide letter No. J-25011/31/2018-Gen dated March, 2018 (Ministry of Petroleum & Natural Gas) and Office Memorandum no. F.5/4/2018-PPD dated 28th February, 2018 (Ministry of Finance) has mandated that declaration of Udyog Aadhaar Memorandum (UAM) numbers by the vendors on CPPP (i.e. eTenders submitted through [www.eprocure.gov.in](http://www.eprocure.gov.in) portal) will be mandatory with effect from 01-04-2018. The bidders who fail to declare UAM number on the CPPP shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME, for tenders invited electronically through CPPP.

In case, UAM number of such bidder is not available on the CPPP, no benefits shall be given to such bidders and in case such bidder have not submitted EMD and availed EMD exemption, such bidder shall be rejected for further evaluation.

### **TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):**

With reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1<sup>st</sup> April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

#### **A. Qualifying Criteria for MSEs Bidder:**

- (i) MSE bidder must submit a copy of Udyog Aadhaar Memorandum\* .
- (ii) The MSE registration shall be valid as on date of placement of order
- (iii) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

\* In case bidder submits the UAM No. in the bid but same is not declared on the CPPP, such bidder will not be eligible to claim benefits.

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

##### **1. Issue of Tender Sets Free of Cost**

Tenders shall be provided free of cost and tender documents are downloadable from NRL Website [www.nrl.co.in](http://www.nrl.co.in), The Indian Government tenders information system [www.tenders.gov.in](http://www.tenders.gov.in) or Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app> or can be obtained from the Office of General Manager (Commercial & Legal).

##### **2. Exemption from payment of EMD (Earnest Money Deposit)**

MSE units qualifying as at (A) above shall be exempt from paying EMD if EMD is applicable against the tender.

##### **3. Price preference for MSEs Bidder:**

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity)
- ii) In case of tender item is non-splittable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the 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. In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to accept and execute the contract at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.