

NUMALIGARH REFINERY LIMITED
General Purchase Conditions (Import) - 2023
(Effective from 11.09.2023)

Definition:

1. 'NRL'/'Owner' means 'Numaligarh Refinery Limited'
2. 'Vendor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or service.
3. Bankers: State Bank of India, Commercial Branch, Swagota Square, 3rd Floor, ABC, Near Rajib Bhawan, Guwahati, Assam, India, Pin: 781005

Unless otherwise specified, the following Terms & Conditions shall be applicable for supply of goods.

1	Price Basis:	<p>Prices shall be quoted on FOB International Seaport/ FCA Airport of Despatch.</p> <p>The quoted prices must be inclusive of sea/air-worthy packing and forwarding charges, inland freight, loading, insurance and all taxes, duties, levies, bank charges, stamp duties etc. up to FOB Port/ Airport of despatch.</p> <p>Ocean/Air freight up to India, transit insurance, all taxes, duties, levies, bank charges, stamp duties etc. payable in India shall be borne by NRL.</p>
1(A)	OEM/Authorised Dealer/Agents of Supplier:	<p>When a bidder sends quotation for an item manufactured by some different company, the bidder is also required to attach, in its quotation, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product as per formats given in RFQ/NIT. However, manufacturer's authorisation / confirmation may not be required for Commercially-Off-the-Shelf items, unless specifically mentioned in the RFQ/NIT.</p> <p>In cases where the manufacturer has submitted the bid, the bids of its authorised dealer / distributor / channel partner will not be considered and EMD (if any) will be returned. And in case of violations, both infringing bids will be rejected.</p>
2	Firm Price:	<p>The price quoted shall remain firm and fixed till complete execution of the order.</p> <p>NRL is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) in excise duty, custom duty, GST, and any other tax, duty or other levy on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.</p>
2(A)	Suo motu discounts and rebates after opening of the tender:	<p>If a bidder offers suo motu discounts and rebates after opening of the tender (techno-commercial or financial), such rebates/discounts shall not be considered for the purpose of ranking the offer but if such a firm does become L1 at its original offer, such suo motu rebates will be incorporated in the contracts by NRL.</p>

3	Payment Term:	<p>In the case of imports, payment will be made on submission of original shipping documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.</p> <p>3.1 Letter of Credit shall be established only after receipt of the acknowledged copy of the Purchase Order and Performance Bank Guarantee (PBG) as applicable.</p> <p>3.2 Purchase Order Acknowledgement: The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to NRL.</p>
4	Performance Bank Guarantee (PBG):	<p>4.1 Vendor will have to provide Performance Bank Guarantee, as per the prescribed format of NRL, for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of foreign vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). Proforma of Bank Guarantee for Imported Purchase (Performance) is available at www.nrl.co.in in Tender Room section. In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period. In the case of imports, the Supplier shall furnish the Performance Bank Guarantee through the following:</p> <ul style="list-style-type: none"> a) Branches of Indian scheduled banks operating in their Country. b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/India. c) Indian branches of foreign banks. d) Foreign bank operating in their Country counter guaranteed by their Indian branch. <p>However, in respect of c) and d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.</p> <p>4.2 If Vendor wants to submit the PBG at Contract level (applicable in case of Rate Contracts) to avoid multiple number of PBG (i.e. PBG issued against every purchase/ call off order) then the validity of PBG will be calculated as mentioned below:</p> <p>Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity period of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee/Warranty Period + 6 month (for invocation / Claim).</p> <p>4.3. Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:</p> <p>Vendors shall insist their Bank on issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide NRL's Bank Account No. & IFSC Code (Details given in RFQ/NIT/BG Format) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of NRL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to NRL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to NRL.</p>

		<p>SFMS BG will help in faster verification of BGs and prompt release of payments to vendors.</p> <p>4.4 Unless otherwise specified, submission of Performance Security/PBG is not necessary for following type of contract:</p> <table><tr><th>Type of Contract</th><th>Performance Security Amount</th></tr><tr><td>Procurement of goods/ materials up to equivalent order value of INR 5,00,000/-</td><td>Nil</td></tr><tr><td>Procurement of spares, materials of proprietary nature from OEM, sole selling agent OEM, authorized dealer and OEM services.</td><td>Nil</td></tr></table>	Type of Contract	Performance Security Amount	Procurement of goods/ materials up to equivalent order value of INR 5,00,000/-	Nil	Procurement of spares, materials of proprietary nature from OEM, sole selling agent OEM, authorized dealer and OEM services.	Nil
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5	Delivery Period, Delayed Delivery & Liquidated Damages:	<p>5.1 The date of Delivery of Material(s) as stipulated in the order shall be strictly adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s). In case of FOB Sea- shipment, date of clean on board Bill of Lading shall be considered as date of delivery. For FCA air shipment, date of House airway bill shall be considered as date of delivery. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.</p> <p>5.2 The inability of vendors to execute orders in accordance with the agreed/quoted delivery schedule will entitle NRL, at its options, to:</p> <p>5.2.1 While granting extension of the delivery period, where the delivery of goods or any part thereof is accepted after expiry of the original delivery period, NRL may recover from the vendor, the LD a sum equivalent to 0.5% (half percent) per week or part thereof of delay. The total liquidated damages shall not exceed 5% (five percent) of the total value of the goods.</p> <p>However, if delivery of goods (including installation & commissioning) in a staggered/splitable manner is possible and permissible, then, the LD imposed would be on the value of the portion of the delayed goods.</p> <p>If the contract involves assembling/ integration/ commissioning of all the ordered goods to get the desired product/output, then, the LD imposed would be on the total order value of goods.</p> <p>Compensation for loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated is termed as LD. There is no need to establish actual loss due to late delivery. Price reduction clause (PRC) for late delivery shall convey the same meaning as Liquidated Damages (LD).</p> <p>Where any delay in delivery is due to default by the seller/contractor, any increase in statutory duties and/or upward rise in prices due to the price variation clause (PVC) and/or any adverse fluctuation in</p>						

		<p>foreign exchange during the extended/delayed delivery period are to be borne by the seller/contractor. This will be over and above levy of LD/PRC. However, the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate during the extended/delayed delivery period. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period.</p> <p>5.2.2 Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 5.2.1 above in respect of goods delivered.</p> <p>Note: In case of package items (ordered as a complete system), the price reduction for delayed delivery shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved). In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price reduction clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.</p>
6	Force Majeure:	<p>A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as:-</p> <p>(i) An act of God: A natural calamity like flood, storm, drought, lightning, tidal wave, tsunami, cyclone other natural disaster; earthquakes, epidemics, plague, quarantine restrictions.</p> <p>(ii) Or events such as a war, strike, riots, rebellion or sabotage, terrorism or acts of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, revolution, or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; lockouts, crimes, hostility, civil commotion.</p> <p>(iii) Unforeseen incidents such as fires, explosions, accidents, loss or breakage of major equipment or facilities, structural collapse, radioactive contamination or ionizing radiation; air crash, shipwreck, or train wreck.</p> <p>(iv) Or events like expropriation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, and freight embargoes</p> <p>FM does not include negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause.</p> <p>A FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The contractor has to give notice of FM within 14 days from the date of such event and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action.</p>

		<p>If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>Any delays in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by force majeure.</p> <p>Upon receipt of the intimation from the contractor of the happening of a FM event, the EIC shall within 10 days therefrom, determine as to whether such event is an FM event within the meaning of the FM clause and such decision of the EIC shall be final and binding upon the parties. In case EIC is not applicable in the contract, the decision of the HOD of Commercial Dept. shall be final and binding.</p>
7	Weights & Measurements:	All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.
8	Packing, Marking, Shipping & Documentation:	<p>All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection.</p> <p>Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Port of Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list.</p> <p>Details given in the "Packing, Marking, Shipping and Documentation Specification for Imported Materials" - enclosed with a Purchase Order shall be strictly followed.</p>
9	Inspection & Testing:	<p>The goods are to be inspected throughout the phases of production from raw material to finished product by vendor's own Works Inspector. Shipping documents in respect of each consignment should be accompanied by a certificate issued by Works Inspector indicating the tests conducted with results thereof as required under the relevant specifications as indicated in the Purchase Order.</p> <p>In addition, NRL or NRL's authorised representative/agency shall have rights to thoroughly inspect and test the goods at every stage of progress till such time as the inspector may deem fit and to reject any or all goods which do not conform to the specification of the Purchase Order and the inspector's decision on every question of intent and meaning of specification shall be final and conclusive. The certificates issued by the said inspector to this effect shall form part of shipping documents and clearly indicate the tests conducted with the results thereof as required under the relevant specifications.</p> <p>In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.</p> <p>Further, shelf-life certificate to be submitted if applicable for the items.</p>
10	Guarantee/ Warranty:	10.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the last date of dispatch

		<p>whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.</p> <p>10.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at NRL's concerned location at vendor's risk and cost on due notice.</p> <p>10.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, NRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.</p> <p>10.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.</p> <p>10.5. The replacement goods/services shall follow the same Quality Assurance Plan.</p>
11	Bill of Lading (BL)/Airway Bill (AWB):	<p>BL/AWB shall be 'clean' made in favour of Numaligarh Refinery Limited or order of the bank (and not order of shipper) and the notify column should indicate Numaligarh Refinery Limited, Numaligarh, Assam, India.</p> <p>Immediately after shipment, two non-negotiable copies of BL/AWB shall be airmailed to 'The Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi – 110001'.</p>
12	Statutory Requirements:	<p>The following paragraph must be incorporated in the BOL/AWB and Invoices:</p> <p>"The imports are covered under Indian Export-Import Policy, 2015-2020. The items do not fall under the RESTRICTED ITEMS of the Policy and hence no import licence is required. The items being imported also do not fall under the 'NEGATIVE LIST OF IMPORTS' of the policy."</p>
13	Port/Airport Consignee:	<p>The Port/Airport Consignee shall be as specified in Purchase Order.</p> <p><i>NOTE: Vendor shall send two copies of shipping documents immediately after shipment by air-mail courier to the port consignee also apart from those sent to NRL.</i></p>
14	Ultimate Consignee:	<p>M/s Numaligarh Refinery Limited, Numaligarh, Pin: 785699 Dist. Golaghat (Assam), India</p> <p>Or address as specified in Purchase Order.</p>
15	Shipping Documents:	<ol style="list-style-type: none"> Negotiable BL or AWB, as the case may be, evidencing shipment. Invoice for Shipment. Country of Origin Certificate from the Local Chamber of Commerce. Packing List. Certificate of Quality including Inspection Reports & Works Test Certificates.

		<p>f) Shipping Release from Inspector or Quality Surveillance Agency nominated by NRL for the purpose of Inspection (if applicable).</p> <p>g) Certificate from the vendor certifying that in case of delay in delivery, price reduction for same have been applied in the invoices submitted for payment.</p> <p>The vendor shall be responsible for making available to NRL the documents which are essential for arranging Customs Clearance in India. The vendor shall arrange through his banker to have the documents air-mailed to NRL's banker without any delay.</p> <p>If NRL incurs extra expenditure by way of penalty payable to the Port Trust Authorities in India or any other such expenditure due to delay in receipt of shipping documents, the vendor shall be responsible for making good such extra expenditure incurred by NRL.</p>
16	Distribution of Documents:	Invoices and other original despatch documents in case of direct payment by NRL or, advance copies of despatch documents in case of thro' Bank payments, shall be sent to the Commercial & Warehouse deptt. of NRL.
17	Submission of Drawings/ Documents:	<p>In all drawings/documents sent for NRL's approval before delivery, the nominal value must be declared in the invoices along with the following certification:</p> <ol style="list-style-type: none"> The drawings/documents have no commercial value. Value declared is for customs purposes only. Drawings are sent for checking and shall be returned back. <p>In all drawings/documents sent subsequently, either of the following actions are to be taken:</p> <ol style="list-style-type: none"> All final drawings/documents to be sent along with consignments and incorporated in the packing list/invoices along with a declaration that the value of the documents is included in the value of the equipment. All final drawings/documents to be sent separately after the delivery of equipment with nominal value declared in the invoices along with the following certification: <ol style="list-style-type: none"> Drawings/documents have no commercial value. Value declared is for customs purposes only.
18	Repeat Order:	Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.
19	Part Order:	Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.
20	Changes in Terms & Conditions:	NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered by NRL.
21	Conflict among other Terms and Conditions:	In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular order, the later shall prevail to the extent applicable.

22	Non-Assignment:	The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.
23	Arbitration:	<p>SETTLEMENT OF DISPUTES</p> <p>I. FOR THE SETTLEMENT OF DISPUTES BETWEEN THE COMPANY and THE PARTY, OTHER THAN CENTRAL PUBLIC SECTOR UNDERTAKINGS</p> <p>All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavoured to be amicably settled by the parties in the following manner:</p> <ol style="list-style-type: none"> At the first instance by the Engineer-In-Charge/ Purchase Officer At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorised representatives of Chief Executive of NRL. Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. In case party raising the dispute is not satisfied of the dispute by the aforesaid process and/or the dispute is not resolved by mutual agreement and put in writing within 3(Three) months or within such further period as may be mutually agreed from the date the dispute arose, the matter and/or dispute will be then referred to Arbitration and such disputes and/or difference will be resolved through Arbitration according to Arbitration clause mentioned herein below. However, the option of amicably settling the dispute will be open at any time during and post arbitration or during pendency of any court proceeding, arising out of such Arbitration, and is pending before any Court or Tribunal or in any other judicial forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other judicial forum(s). <p><u>ARBITRATION CLAUSE :</u></p> <ol style="list-style-type: none"> Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or the company, as the case may be. On receipt of such letter referring the dispute to Arbitration, Managing Director or any other officer of the Company delegated by Managing

		<p>Director shall, within 30 days from the receipt of the said letter, suggest to the parties the names of three persons, who are not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof for selection of one of them for appointment as a sole Arbitrator, to adjudicate the dispute(s) between the parties.</p> <p>iv. If while referring the dispute to Arbitration the parties mutually agree that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person, who is not forbidden to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute.</p> <p>v. Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the Award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.</p> <p>vi. The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter- Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to Arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.</p> <p>vii. Place of arbitration, unless otherwise mutually agreed by the parties, will be Numaligarh Or Guwahati.</p> <p>viii. The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat or Guwahati shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator(s) / Arbitral tribunal shall be filed in the concerned courts in the District Court of Golaghat or Kamrup Metro.</p> <p>II. FOR THE SETTLEMENT OF DISPUTES WITH Central PSUs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties) appointment will be done as per Government guidelines / circulars, etc. prevailing at the time of reference of the disputes.</p>
24	Spare Parts:	<p>Before going out of production of the spare parts, the vendor shall give adequate advance notice to NRL so that NRL may order requirements, if it so desired.</p> <p>Further, the vendor shall guarantee that in the event of going out of production of spare parts, the blue prints, drawings of spare parts and specification of materials shall be furnished at no extra cost to NRL in order to enable NRL fabricate or procure the spare parts from other sources.</p> <p>The provision of the above clause shall remain effective and binding upon the vendor till the plant/machinery/equipment/ instrument supplied under the order is in use by NRL.</p>

25	Offer Validity:	<p>The vendor's offer shall be valid for acceptance for a period of 04 months from the final due date of the enquiry.</p> <p>In case the Tenderer revokes/cancels/varies/withdraws his tender within the above period, the OWNER shall have the right to forfeit the EMD, if any, without any further notice to the tenderer.</p> <p>In case of such revocation or cancellation or variation by the Tenderer, without the consent of the OWNER, the OWNER shall have the right to put the tenderer on holiday list, barring the tenderer from participating in any tender for future tenders.</p>
26	Service applicable with procurement:	<p>Service portion like Erection/ Installation/ Supervision/ Testing/ Trial Run/ Commissioning/ Training/ after sales service etc. wherever applicable with the procurement, shall be quoted separately by overseas vendor. If the service portion is to be done by any Indian counterpart, it shall be quoted only in Indian Rupees. A separate service PO shall be placed on the Indian Counterpart for the service portion.</p>
27	Indian Agency Commission:	<p>An Indian Agent cannot represent two foreign suppliers or quote on their behalf in a particular tender.</p> <p>Agency commission, if applicable, should be mentioned separately. The amount of Agency Commission, payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement.</p> <p>The commission payable to the Indian agents of foreign suppliers shall be made only in Indian currency.</p>
28	Marine Insurance:	<p>As soon as any shipment is made, the Foreign Supplier shall send advance information by way of E-mail to Numaligarh Refinery Ltd, (with detailed address as given in Purchase Order) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.</p>
29	Sales Conditions:	<p>On the issue of Purchase Order after process of tender, vendor waives and considers as cancelled any of his general sales conditions.</p>
30	Limitation of Liability:	<p>The aggregate liability of the Vendor to NRL under the Contract shall be total Contract Price/total Contract Value, except that this Clause shall not limit the liability of the Contract for following;</p> <ul style="list-style-type: none"> i. Any liability pursuant to vendor's breach of any Applicable Law; or ii. Any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts or gross negligence or omissions of vendor or its affiliates or any sub-vendor or any supplier or any of its or their respective officers, directors, employees, servants or agents or any other person acting on behalf of the Vendor; or iii. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; or iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property. <p>Neither party shall be liable to the other party for any kind of indirect or consequential loss or damage including loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the contract.</p>

31	Compliance of Regulations:	Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.
32	Integrity Pact:	Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.
32(A)	Conflict of Interest among Bidders/ Agents:	<p>A bidder shall not have conflict of interest with other bidders. The bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> a) they have controlling partner(s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. f) In cases of agents quoting in offshore procurements (GTE), on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and [in case of receipt of bids from both the Indian agent & the principal, the principal manufacturer shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the principal manufacturer shall be considered] 2. Indian/foreign agent on behalf of only one principal. g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. i) However, restrictions under (a), (b), (c), (d) shall not be applicable against licensor recommended agents / suppliers and central/state PSUs.

		j) Self-declaration from participating bidders w.r.t. not having any conflict of interest with other participating bidders shall be submitted with bids. In case any conflict of interest is found to have occurred, such bidders shall be informed to keep any one bid and withdraw the rest of the bids; In case of non-withdrawal, NRL shall disqualify all such bids with conflict of interest.
33	Competitive Agreements/ Abuse of Dominant Position:	<p>The Competition Act, 2002 as amended by the Competition Amendment) Act 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India.</p> <p>NRL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.</p>
34	Governing Law:	These General Purchase Conditions shall be governed by the Laws of India.
35	Language:	The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India.
36	Policy on Holiday Listing:	NRL's policy for holiday listing/ banning/ debarring of contractors/ suppliers, as prevailing on the date of issue of the show-cause notice, shall be applicable. For updated holiday listing policy, the NRL website www.nrl.co.in shall be referred.
37	Right of Bidder to Question Rejection at Techno-Commercial Stage:	<p>The tenderer is to be permitted to send his representation in writing in case he feels that a proper procurement process is not being followed and/or his techno-commercial bid has been rejected wrongly. In case of techno-commercial rejection, such representation must be submitted within 48 hours from notification. Representation in case of GeM tenders must be submitted through the facility provided in GeM portal.</p> <p>Bidder's right to question rejection of his bid:-</p> <p>Only a directly affected bidder can represent in this regard:-</p> <ul style="list-style-type: none"> i) Only a bidder who has participated in the concerned procurement process (i.e., pre-qualification and bidding) can make such representation; ii) In case pre-qualification bid has been evaluated before the bidding of technical/ financial bids (in 2 stage bidding process), an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid (1st stage); iii) In case techno-commercial bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be

		<p>acceptable.</p> <p>iv) However, following shall not be subject to review:</p> <ul style="list-style-type: none"> a) Determination of the need for procurement; b) Selection of the mode of procurement or bidding system; c) Choice of selection procedure; d) Provisions limiting participation of bidders in the procurement process; e) The decision to enter into negotiations with the L1 bidder; f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements; g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and h) Complaints against specifications, except under the premise that they are either vague or too specific so as to limit competition.
37(A)	Confidentiality of Bid Evaluation Process:	<p>Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced.</p> <p>From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.</p> <p>Any effort by the bidder to influence the Procuring Entity in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.</p>
