NUMALIGARH
REFINERY
LIMITED

A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

FOR

"SUPPLY OF ABEL FLASH POINT ANALYSER, PENSKY MARTENS CLOSED CUP FLASH POINT APPARATUS, LABORATORY AUTOCLAVE, WATER BATH WITH DIGITAL TEMPERATURE CONTROLLER FOR QC LAB OF NRL"

Tender No. OC12000087/ASH

PART – I: UN-PRICED BID

PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)

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:

SUPPLY OF ABEL FLASH POINT ANALYSER, PENSKY MARTENS CLOSED CUP FLASH POINT APPARATUS, LABORATORY AUTOCLAVE, WATER BATH WITH DIGITAL TEMPERATURE CONTROLLER FOR QC LAB OF NRL.	
(Tender No : OC12000087/ASH)	
Tender Publish Date	01-10-2018 at 16-00 Hrs.
Tender document download end date & time	22-10-2018 at 11-00 Hrs.
Pre-bid Meeting	Not applicable
Bid Submission end date & time	22-10-2018 at 11-00 Hrs.
Bid opening date & time (Technical Bid):	23-10-2018 after 11-00 Hrs.
Tender Withdrawal Time End Date :	22-10-2018 at 10-00 Hrs.

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

1. SUBMISSION OF E-BID:

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

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

Note:

i) 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

ii) 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.

iii) For any assistance you may please contact our service provider personnel at Phone No 03776 – 265774, email: z_tender@nrl.co.in

iv) 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.

v) **Bids received by way of Post, Courier, Fax, Telex or Telegram or email or in open condition shall not be considered.**

2. PRE-QUALIFICATION CRITERIA (PQC):

I. The quoted equipment should be of latest proven one of vendor's product range as on date of submission of offer. No refurbished or custom built system will be accepted. Vendor to submit a satisfactory performance certificate (Min. 2 years) of offered items for similar applications in oil industries/Laboratories along with the offer. If required vendor to give demonstration at nearby place where instrument is installed.

II. The Vendor shall have supplied at least 2 similar instruments of same or advanced specification as called for in this tender within the period of last 5 years.

3. **<u>EVALUATION OF THE TENDER</u>**: Tender shall be evaluated on '**ITEM WISE LOWEST OFFER BASIS'**. Comparison shall be made against the Final Landing Costs at NRL Site for each item.

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

a) Documents in support of PQC.

b) For indigenous bidder, 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 9 firm and Power of Attorney in favour of authorized signatory in case the firm is not a proprietary firm.

c) Tender document and copies of all techno-commercial amendments/addendums/corrigendum issued(if any), duly signed and stamped on each page as a token of having received and read all parts of the tender document and having accepted and considered the same in preparing their bid along with Agreed Terms & Conditions (ATC). The commercial terms & conditions should not be repeated in the offer.

d) In case bidder (Indigenous) is Micro & Small Enterprise (MSE), UAM no. & Indemnity Bond as per clause no. 5 of this NIT.

e) Duly signed & stamped copy of (i) Technical Compliance Sheet, (ii) Deviations (if any) etc.

f) OEM Authorization letter (if Applicable).

g) List of deviations from NRL technical specification, if any. Bidder should also provide nil deviation statement in the offer in case no technical deviation.

<u>DOCUMENTS TO BE SUBMITTED AS A PART OF PART – II: PRICED E-BID:</u>

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

<u>IMPORTANT NOTE:</u>

(i) ***Bidder to quote Unit Price i.e. FOR NRL Site for Indian bidder & FOB port upto Kolkata for foreign bidders. 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.*

NOTE TO INDIGENOUS BIDDERS:

The Government of India vide letter No. J-25011/31/2018-Gen dtd. 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 Adhaar Memorandum (UAM) numbers by the vendors on CPPP (i.e. eTenders submitted through 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.

5. 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 1st 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 vendors:

(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:

a. 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**, The Indian Government tenders information system **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).

b. 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.

c. 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-splitable 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 sprit 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.

(I) Indemnity Bond (on Rs. 100 Stamp Paper) stating that "The Bidder" shall offer and supply the entire tender quantity from the plant (situated at _______Plant Address _________________), which is having MSE Certification.
(II) The MSE Registration shall be valid as on date of placement of order.
(III) The registration must be for the items /services relevant to the tendered items /services.
(IV) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

Note: *Scan copy of Notarized copy of MSE Registration documents (all the pages of the UAM Certificate to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid.*

6. SPECIAL NOTE TO THE BIDDERS:

The requirement of prior turnover as per above mentioned Tender and prior experience will be relaxed if the bidder is Micro and Small Enterprise or Startup and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

7. GENERAL:

i) Bidder should not be under liquidation, court receivership or similar proceedings. Bidder to submit the self certificate in this regard.
ii) Agencies submitting their bids shall not be on Holiday list of NRL.
iii) Consortium/Joint venture bids shall not be accepted.
iv) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

v) 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/ black list apart from other penal actions as deemed fit by NRL.

vi) NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids without assigning any reason thereof**.**

Date: 01-10-2018

GM (Commercial) i/c
Numaligarh Refinery Limited.
Commercial Dept, Pankagrant,
PO- NR Project, Dist – Golaghat
PIN-785699, Assam

Contact Person: Ms. Ashrukana Gogoi
Phone : 03776-265485
Email ID: ashrukanag@nrl.co.in

BILL OF QUANTITY (BOQ) & UN-PRICED BID

Item	Material Code	Description	Order Qty	UoM
00010	L-EQP-ABELFLMAN	Flash point Analyser(Abel), Manual Abel Flash point analyser, confirming to IS 1448(Part: 20), IP-170 ABEL Flash Point Analyser, Manual (1)Specification (i)Confirms to specifications as per- IP-170 & IS1448 (P-20) standards. (ii) The analyser shall consist of Energy Regulator, Test Cup made of Brass, Water Bath (Heating Vessel) Made of Copper, Manual Stirrer Oil test jet (iii) Outer body made of heavy gauge mild steel, painted with powder coated paint (iv) Temperature will be controlled by digital temperature controller cum indicator & PT-100 sensor. (v) Electrically heated Model with metallic heating plate with gas jet / oil test jet and manual Stirrer (2) Thermometers IP-74C · IP-75C - 3 Nos. with certificate of Calirbation Traceable to ISO/IEC/17025(in addition to the standard supply of one thermometer each) and Test Cup & Cup Cover(One set)	2	Numbers
00020	L-EQP-PMCCFLMAN	Flash point Analyser(PMCC), Manual Pensky Martens Closed Cup Flash Point Tester confirming to IS 1448(Part: 21), ASTM D93, IP 34. Pensky Martens Closed Cup Flash Point Apparatus(PMCC)-Digital Specification (i) Confirms to specifications as per - ASTM D-93, IP-34 & IS 1448 standards. (ii) The analyser shall consist of Energy Regulator, Test Cup & Cup Cover, Pilot Flame,Motorized Stirrer, Heating Unit, Oil test jet (iii) Outer body made of heavy gauge mild steel, painted with powder coated paint (iv) Temperature will be controlled by digital temperature controller cum indicator and PT-100 sensor. (v) Electrically heated Model. (2) Thermometers IP-15C/ASTM-9C - 3 Nos. & Thermometer IP-16C/ASTM-10C - 3 Nos, with certificate of Calirbation Traceable to ISO/IEC/17025(in addition to the standard supply of one thermometer each) and Test Cup & Cup Cover(One set)	2	Numbers

Item	Material Code	Description	Order Qty	UoM

00030 L-EQP-AUTOCLAVE Autoclave - 01 No.(INR) 1 Numbers

Autoclave - 01 No.(INR)

LABORATORY AUTOCLAVE

The Autoclave shall be supplied with two safety valves, pressure gauge, steam release valve, S. S Basked & Drain valve at bottom. Supported on the S. S Legs for floor mounting.
Vacuum Breaker Valve for Safety Purpose. Open with single handle instead of traditional screw assembly

(i) Chamber: Made of S.S. 316, Double walled construction fully made of Stainless Steel SS316.

(ii) Chamber Size: 16" X 24" and Chamber : 14", Jacket : 16", Outer : 24", Lid : 5mm

(iii)Power Consumption: 4 KW (2 K.W. Each)
(iv) Working Pressure: 20 PSI & Working Temperature: 121 degree
(v) Top Cover is die pressed to domed shape, supporting flange is made of thick S.S Plate, entire joint argon arc wielded & grounded to smooth bur free finish.

(vi) The Autoclave is supplied with digital temperature controller with inbuilt timer, low level cut off device, with auto purging system with solenoid valve.
(vii) Low Water Level cut off device with suitable sensor for protection of heaters.
(vii) The Autoclave is hydraulically tested for one & half times the operating pressure.
(viii) Entire Autoclave is provided with paddle lifting.

00040 L-EQP-WATERBATH Water Bath 2 Numbers

Manufacturing, supply, installation, Testing & commissioning of Water bath

WATER BATH WITH DIGITAL TEMPERATURE CONTROLLER (6 HOLES)

Technical specification:
(i) Double Wall Construction Inner & Outer made of Stainless Steel 316Q.
(ii) The gap between the two walls fitted glass wool insullation.
(iii)Heating by immersion type Heater.
(iv) Temperature controlled by Microprocessor based auto tune PID digital controller with PT100 as Sensor.
(v) Lid made of stainless steel 316Q with 6 Holes of 3" diameter.

Item	Material Code	Description	Order Qty	UoM
	Size in Inches; 14" x 10" x 4".			

Special Condition of the Contract

1. **Comply/deviation statement:** Vendor to submit the compliance / deviation statement in the following format, along with technical bid. The offers will not be evaluated without this statement. If there is any deviation, bidder shall indicate the deviation clearly with sufficient justification. Point wise compliance statement for both technical requirement of the system along with general terms and conditions should be furnished for each equipment along with the offer.

Tender Clause no	Clause description as per tender	Vendor's Offer	Deviation Remark

2. **Supply:** The items listed in the scope of supply and works are only minimum indicative requirement. It is vendor's responsibility to supply all the required accessories/tools to successfully commission and make the equipment fully functional to its intended use. To fulfill such requirement, vendor may include, on their judgment, certain item(s) that is not included in the basic RFQ. NRL has the right to evaluate such additional item and may include or delete them in the final purchase order.
3. **Safety:** Vendor to conform that quoted equipment shall abide to the latest international safety norms (necessary certificate to be provided).
4. **Spares and consumables:** Vendor has to quote rates (individually) for complete spare parts for the equipment and consumables for two years of trouble free operation and maintenance. Vendor shall ensure the availability of spares for minimum 5 years.
5. **Warrantee / Guarantee:** Vendor shall provide minimum two years (excluding the outage period) warrantee/guarantee to all the offered items including accessories starting from the date of successful completion of commissioning. Any deficiency observed during this period shall be set right by the vendor at free of cost.

   Vendor shall be responsible for the quality, proper design, workmanship and operation of all equipment, accessories supplied for a period of 24 months from the date of taking over by the owner at site.

   It is to be noted that during the defect liability / warranty period, vendor will take complete responsibility for any defect observed in the equipment including replacement of equipment / component at no extra cost.

   During the warrantee period there will be 1 nos of free mandatory visits by vendor's service engineer to perform calibration and preventive maintenance. During mandatory visits NRL will provide accommodation to vendor service engineer free of cost.
   Travel and other charges will be in vendor's scope.

6. **Inspection and test certificate:** Vendor shall submit the inspection and test certificates, calibration reports traceable to applicable national and international standards for purchaser's review. The instrument shall be accepted only after satisfactory site acceptance test viz. repeatability/ precision/accuracy of the instrument as per the above standard methods along with the other specifications as mentioned herewith.
7. **Installation & Commissioning:** Installation & commission of the instrument at NRL Quality laboratory shall be under vendor's scope. It is vendor's responsibility to demonstrate the performance of the equipment to the fullest satisfaction of NRL engineers and as per the relevant standards. Vendor shall consider the following points in respect of installation and commissioning activities:

   a) Commissioning schedule: After the receipt of the materials at NRL site, vendor shall mobilize required manpower / tools / machineries etc. to execute the installation and commissioning jobs at NRL site.

   b) The Installation & commissioning activities shall be completed within 30 days from the date of intimation by M/s. NRL after receipt of materials at site.

   c) Vendor to provide all consumables and test standards required for commissioning of the system at NRL site along with the equipment at free of cost.
8. **Training:** Vendor to impart operational and service training on the instrument to NRL personnel (4 persons) for 1 days or till to NRL's satisfaction at the time of installation. Calibration of the Instruments should be also included during the training.

9. **Software and documentation:** Vendor to submit six hard copies of original (in English language) instruction, operation and maintenance manuals and two soft copies (CD) along with the supply. Back-up Software CDs shall be supplied along with equipment.
10. **Service backup:** Vendor shall have proper service support for offered system in India and to provide after sale service with experience and trained engineers. Vendor to furnish in their offer the service agency's brief performance history, authorization letter from OEM, years of handling, experience of similar equipment, Postal Address, Telex and Fax numbers and contact person's name etc. in India.
11. **Quotation**: Vendor has to provide technical quotation and price quotation separately. Vendor's quotation of the complete equipment/ Instrument shall comprise the prices of all the necessary accessories. Each of the mandatory / consumable spares shall have complete model no / part no with unit price. . Hardware and software capabilities of the instrument to be indicated in the quotation.

12. Space, Environment & power requirement of the instrument to be indicated in the quotation. M/S NRL shall provide stabilized 230VAC power supply at a single point.

13. Calibration:

a) The instrument should have the calibration traceability to internationally accredited Institutions/Laboratories viz. ISO, IEC etc.

b) The supplier needs to recommend the calibration frequencies of the instrument. If for some reasons the calibration is required to be undertaken earlier than the recommended calibration the cost of such calibrations during the warranty period as well as the AMC period if any, shall be borne by the vendors.

c) The calibration procedure should be very clearly indicated in the tender.

d) Calibration if required to be done only by the manufacturer then it should be ensured during the visit for AMC.

14. System license: The system with all functionalities shall be licensed to NRL usage after the successful SAT. Vendor to handover license copy of all installed software after successful commissioning of the system.

15. Technical support: Vendor shall support the offered system for minimum 10 years after successful commissioning by providing prompt action in any type of technical issues, modification, spares etc. Manufacturer should confirm this in writing, failing which offer will stand rejected

16. **Software up-gradation:** If any software up-gradation required /released for the supplied system within 5 years from the expiry of warrantee of the system, same shall supplied to NRL by vendor free of cost without any price implication.

17. **Offer evaluation & Purchase Order:** In any case, partial purchase order shall not be placed. The vendor who is technically and commercially suitable for the items mentioned in this bid shall only be considered. Priced offer shall be opened for only technically & commercially acceptable offers. Bidder who is lowest in total for supply and commissioning of Analyzer including commissioning spares, Consumables/spares required for operation/maintenance, Training at NRL Site as per tender shall be considered for placement of order.

(To be submitted on bidder’s letterhead)

UNDERTAKING

Date: ____________

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

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

Ref: (Tender No: OC12000087/ASH)

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

____
(Authorized Signatory)
Name & Designation:
Company Seal:
Date:
Place:

ANNEXURE-I

Tender No. : OC12000087/ASH

Subject: SUPPLY OF ABEL FLASH POINT ANALYSER, PENSKY MARTENS CLOSED CUP FLASH POINT APPARATUS, LABORATORY AUTOCLAVE, WATER BATH WITH DIGITAL TEMPERATURE CONTROLLER FOR QC LAB OF NRL.

Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered. Accordingly, the bidder shall submit a self-declaration as per format below. It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

PRO-FORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

We hereby declared 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.

____

(SIGNATURE OF BIDDER)

Date:

Place:

ANNEXURE-II

COMPLIANCE TO BID REQUIREMENTS

Tender No. : OC12000087/ASH

Subject: SUPPLY OF ABEL FLASH POINT ANALYSER, PENSKY MARTENS CLOSED CUP FLASH POINT APPARATUS, LABORATORY AUTOCLAVE, WATER BATH WITH DIGITAL TEMPERATURE CONTROLLER FOR QC LAB OF NRL.

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)

PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE
(PERFORMANCE)

This deed of Guarantee made this ……………………………………day of …………… ………. by ……………(Name of the bank) Company registered under ……………………………… and having its registered office at ………………………………………………………… and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at 122A, GS Road, Christian Basti, Guwahati-781005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

WHEREAS
1. The Company has placed an Order No. ………………………. Dated …………………… (hereinafter referred to as "the order") with M/s ………………………………… a company registered under Indian Companies Act 1956 having its registered office at …………………… ……………………………………….. and whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier".

2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs. ………………., being the amount equivalent to … …… percentage of the total value of the order for fulfilling the contract.

3. The Surety at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of …………… from the date of commissioning/ installation OR from the date of delivery.

4. The Surety binds himself to pay to the extent of ………………………. Rs. ……………. in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.

5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. ………………. (Rupees …………………………………… only) and it will remain in force till ……………… This Guarantee will remain in force upto …………………….. in the first instance. However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfil the contract.

6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereupto ………………….. the day.

***

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.

[For Micro and Small Enterprise (MSE) for passing benefit to MSE as per NIT]

FORMAT FOR 'INDEMNITY BOND'

(To be submitted in **Rs. 100 Stamp Paper**)

To,

GM (Commercial)
Numaligarh Refinery Limited,
Commercial Dept, Pankagrant,
PO- NR Project, Dist – Golaghat
PIN-785699, Assam.

We, M/s ____________ having registered office at ____________; hereby declare that we shall offer and supply the entire tender quantity against the Tender No. OC12000087/ASH for the job '**SUPPLY OF ABEL FLASH POINT ANALYSER, PENSKY MARTENS CLOSED CUP FLASH POINT APPARATUS, LABORATORY AUTOCLAVE, WATER BATH WITH DIGITAL TEMPERATURE CONTROLLER FOR QC LAB OF NRL**' from our plant / factory situated at ____________, if awarded to us; which is having MSE certification.

Thanking You,

Yours faithfully,

Signature :

Full Name :

Designation :

Date :

Company Seal:

Appendix-A

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: https://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. Bidder has to select the payment mode as offline and the instrument as bank guarantee in CPPP. There will be an URN no. in the receipt which is generated after successful payment of EMD via online payment (axis bank) gateway. Put the URN no. as instrument no., payment date as issue date, and put any date as expiry date in the CPPP and upload the receipt in the technical slot in the CPPP. It is mandatory to upload the receipt in the technical folder.

4) Bidder should prepare the EMD as per the instructions specified in the NIT of the tender document. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid have been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232.

****

Appendix- B

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)______________________
____
____

To,

Dear Sir/Madam,

I submit the Price Bid for____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at http://eprocure.gov.in/eprocure/app . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forefeited and tenderer is liable to be banned from doing business with NRL.

<u>TENDER ACCEPTANCE LETTER</u>

Appendix- C

(To be given on Company Letter Head)

Date:

To,

____
____
____
____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: ________________________

Name of Tender / Work: -

____
____
____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

____
____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _______ to ______ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)