NUMALIGARH
REFINERY
LIMITED

A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

FOR

“PROCUREMENT OF AUTOMATIC POUR POINT APPARATUS AND POST WARRANTY AMC FOR SMT, SILIGURI”

Tender No. OC13000180/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:

Procurement of Automatic Pour Point Apparatus and Post Warranty AMC for SMT, Siliguri.	
(Tender No : OC13000180/ASH)	
Tender Publish Date	01-11-2018 at 16-00 Hrs.
Tender document download end date & time	21-11-2018 at 11-00 Hrs.
Pre-bid Meeting	Not applicable
Bid Submission end date & time	21-11-2018 at 11-00 Hrs.
Bid opening date & time (Technical Bid):	22-11-2018 after 11-00 Hrs.
Tender Withdrawal Time End Date :	21-11-2018 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):

1. Vendor should have supplied the offered items for similar applications to two organizations viz. oil industries/Laboratories and etc. in the period of last 5 years. Documentary evidence (Order copies) on the same as a proof of supply shall be provided along with the offer.

2. Vendor shall submit a satisfactory performance certificate (Minimum 2 years) of offered items from the User along with the offer.

3. **<u>EVALUATION OF THE TENDER</u>**: Tender shall be evaluated on '**OVERALL LOWEST OFFER BASIS'**. Comparison shall be made against the Final Landing Costs at SMT Site, Siliguri.

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 SMT 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.*

<u>NOTE TO INDIGENOUS BIDDERS:</u>

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. <u>TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):</u>

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. 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**.**

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

Date: 01-10-2018
Contact Person: Ms. Ashrukana Gogoi
Phone : 03776-265485
Email ID: ashrukanag@nrl.co.in

I

Item	Material Code	Description	Order Qty	UoM
00010	Automatic POUR POINT ANALYSER Automatic POUR POINT ANALYSER as per ASTM D 5950 Scope : Supply of one number of POUR POINT ANALYSER as per ASTM D 5950 including supply of commissioning spares, two sets of operating and maintenance manual, commissioning, testing, calibration and training of the operating personal. Application : Analysis of Pour Point properties as per ASTM D 5950 in petroleum product like High Speed Diesel,within a limit of as low as# (-)30°C and as high as #18.0 °C Accuracy, Repeatability, and Reproducibility as per the the Method ASTM D 5950.			1	Numbers
00020	AMC for Automatic Pour Point Apparatus		1	Activ.unit

Item	Material Code	Description	Order Qty	UoM

The item covers the following services:

10 AMC 1st Year

2 VST

AMC 1st Year

Annual Maintenance Contract for Automatic Pour Point Apparatus with two regular visits per year comprising of general healthiness check up and necessary maintenance, all preventive maintenance as per requirement of standard method and specification of OEM, replacement of faulty parts etc from available stock at NRL, calibration of equipment for various method with standard and establishment of precession in measurement , repeatability, reproducibility etc conforming to the standard method followed and to make ready for day todays analytical work.
The rate of visit is including all. No additional charges against fare, lodging etc shall be reimburshed.

20 AMC 2nd Year

2 VST

AMC 2nd Year

Annual Maintenance Contract for Automatic Pour Point Apparatus with two regular visits per year comprising of general healthiness check up and necessary maintenance, all preventive maintenance as per requirement of standard method and specification of OEM, replacement of faulty parts etc from available stock at NRL, calibration of equipment for various method with standard and establishment of precession in measurement , repeatability, reproducibility etc conforming to the standard method followed and to make ready for day todays analytical work.
The rate of visit is including all. No additional charges against fare, lodging etc shall be reimburshed.

30 AMC 3rd Year

2 VST

AMC 3rd Year

Annual Maintenance Contract for Automatic Pour Point Apparatus with two regular visits per year comprising of general healthiness check up and necessary maintenance, all preventive maintenance as per requirement of standard method and specification of OEM, replacement of faulty parts etc from available stock at NRL, calibration of equipment for various method with standard and establishment of precession in measurement , repeatability, reproducibility etc conforming to the standard method followed and to make ready for day todays analytical work.
The rate of visit is including all. No additional charges against fare, lodging etc shall be reimburshed.

Item	Material Code	Description	Order Qty	UoM

Name of the job : Procurement of Automatic Pour Point Apparatus and post warrenty Annual Maintenance Contract.
Name of the job :

Supply, installation, testing & commissioning of a high precision, fully microprocessor controlled automatic Pour Point Apparatus for determination of Pour Point of petroleum products such as HSD or any other blends of similar product at any ratio within a range ? -50°C to 30°C ? .

1. Scope of Supply

1.1 Standalone unit conforming to standard methods as per ASTM D 5950 with built in TFT / LCD color touch screen and inbuilt printer or LaserJet Printer compatibility (Supply of LaserJet Printer is not require). The system should complete with all necessary accessories including calibration facility.

1.2 All relevant accessories to complete the installation and functioning of the system in all respect other than power supply, test bench and other(s) (vendor to specify if any)
1.3 Certified Reference Material with valid certificate to represent accuracy for all different type of product as per detail below.

1.3.1 High Speed Diesel

1.4 All consumables / spares accessories relevant to performing analysis or calibration at the time of installation and in process of establishing precession.

1.5 Third party certificate(s) from nationally / internationally recognised Institution for all measuring devices that have affects in measurement.(Bidder to specify detail of devices)

1.6 Operation and Maintenance Manual 2 copies (Hard)

1.7 Operation and Maintenance Manual (soft copy) in removable drive.

1.8 Licensed copy of software in removable drive.

1.9 Appropriate quantity of spares and consumables for 1000 test.

2. Technical Specification.

2.1 Model

2.1.1 Equipment must be a recently manufactured latest model of the manufacturer incorporated with all latest technology up gradation and operable with latest windows based software.
2.1.2 No refurbished or custom built system will be accepted.
2.1.3 The bidder shall have record of supplying at least 1 equipment of same model to any major industry/ Laboratory/Organization within India during last 5 years ending last day of previous month from date of quoting.(Copy of Purchase Order or equivalent is to be accompanied as testimony along with the bid.)

2.2 Accuracy in measurement :

Accuracy in measurement and calibration with standard having traceability to National /

International organization viz ISO shall be established and valid certificate shall be provided and calibration frequency is to be indicated.

2.3 Precession & Accuracy

2.3.1 Precision, Accuracy, Repeatability, and Reproducibility must be established conforming to the latest version of test method.
2.3.2 A certificate of establishing Precision, Accuracy, Repeatability, and Reproducibility is to be produced as proof.

2.4 Software Up gradation

2.4.1 If any up gradation in software occurred during a period of 5 years after completion of warranty period, same shall be up graded free of cost.

2.5 Interface

2.5.1 LAN (Standard Ethernet Port compatible for LIMS)
2.5.2 USB 2.0 or higher.

2.6 Generating and Transmission of Results.

2.6.1 Capable to generate user friendly standard format.
2.6.2 Subject format shall be transmittable electronically.

2.7 Cooling / Heating system

2.7.1 Should attain desired temperature conforming to standard method.

2.7.2 Equipment should be ready for any program for testing within 15 minutes from switch on / completion of previous test.

2.8 Built in calibration facility for different measuring device i.e. temperature for different value in the range of range ? -50°C to 30°C ? for at least three points.

2.9 Built in Data Storage

2.9.1 Test program : 10 Numbers Min in case different programs are used for different ranges, otherwise vendor has to indicate.
2.9.2 Test Results : 1000 Numbers Min

2.10 Safety

2.10.1 Malfunctioning protection through auto shutoff and alarm.
2.10.2 User Errors Prevention interlocks for any operation with alarm.
2.10.3 Interlock system for all type abnormality.
2.10.4 Password protection security.

2.11

2.11.1 Power supply compatibility should be 220 V ±10 V, 55 Hz ±5 Hz AC supply.
2.11.2 Step down/ Step up transformer with voltage stabilizer is to be supplied in case of

different supply voltage is mandatory for regular operation. Bidder has to confirm

2.12 Environmental condition of operation.

2.12.1 Ambient temperature : 25.0 °C ±15.0°C
2.12.2 Humidity : 70.0% ± 25.0

2.13 Dimension : Bidder to specify

2.13.1 Purchaser reserves the right to disqualify on the basis of improper dimension.

2.14 Maintenance and Service .

2.14.1 Original Equipment Manufacturer or Authorised agent of OEM shall be operated anywhere within India for necessary servicing.
2.14.2 Original Equipment Manufacturer or the authorised agent of OEM shall be capable to handle any issue that may appear with respect to operation / calibration including supply of spares and consumables.
2.14.3 Original Equipment Manufacturer or the authorised agent of OEM has to agree for Annual Maintenance Contract for post Warranty servicing repairing etc.
2.14.4 Bidder should quote for the rate of AMC Visit for post warranty AMC for a period of at least 3 years.

2.15 Acceptance

2.15.1 Shall be accepted only after satisfactory Site Acceptance Test (SAT) with respect to repeatability/ precision/accuracy of the instrument as per ASTM D 5950 .
2.15.2 All other criteria as mentioned herewith must have to be satisfied.

2.16 Spares and consumables.

2.16.1 Vendor has to quote for necessary spares, consumables that require for carrying out 1000 test.
2.16.2 Validity of the quotation shall be for period of 12 months from the date of quotation.
2.16.3 Placing of order for supply the said spares and consumables shall be discretion of the purchaser.
2.16.4 All required spares should be made available as and when required for a period of at least 10 years from the date of commissioning of the instrument. Written confirmation is to be provided.

2.17 Warranty / Guaranty

2.17.1 Period of Warranty / Guaranty shall be for 2 years for all items offered from the date of installation and SAT.
2.17.2 Bidder has to rectify any fault including necessary replacement free of cost during Warranty / Guaranty period if and when found necessary.
2.17.3 Bidder has to replace the item(s) free of cost in case of any failure during Warranty / Guaranty period.
2.17.4 All necessary replacement and / or rectification are to be done within 30 days from the date notification.
2.17.5 No cost shall be borne by the purchaser against transportation, taxes and duties, insurance etc for any replacement / rectification.

2.18 Technical support

2.18.1 Bidder has to provide written assurance for technical support including servicing, maintenance, software up gradation etc for a period of at least 10 years.

2.19 Installing and commissioning

2.19.1 Installing commissioning and ensuring functioning shall be responsibility of the Supplier / Authorised sales and service agent of the Supplier..

2.19.2 Installation is to be done within 30 days from the date intimation by the purchaser.

2.19.3 Installation of the equipment at Q C Laboratory, NRL,SMT, Rangapani, Siliguri as well as calibration, method generation, testing, establishing accuracy, repeatability and traceability to NIST shall be under the scope of the Supplier / Authorised sales and service agent of the Supplier.

2.19.4 Supplier / Authorised sales and service agent of the Supplier shall have to arrange necessary training with respect to operation, calibration, method development and routine maintenance of the instrument as well as safety precaution related to handling of the equipment during installation and provide telephonic assistance as and when found necessary.

2.19.5 Supplier / Authorised sales and service agent of the Supplier shall indicate requirement of calibration and preventative maintenance at the time of installation.

2.19.6 All necessary spares and accessories relevant to installation shall be provided by the Supplier / Authorised sales and service agent of the Supplier.

3. Delivery.

3.1 The item covered by the Purchase Order shall be delivered within 3 months from the date of placement of purchase order to following Address.

Numaligarh Refinery Limited.
Siliguri Marketing Terminal
PO : Rangapani.
PIN : 734434
Dist. Darjeeling.
State : West Bengal
Country : India.

****

Thanking you,

Very truly yours
For **Numaligarh Refineries Ltd.**

General Manager (Commercial)

Encl: As above

AGREED TERMS & CONDITIONS (ATC)
(INDIGENOUS)

Bidder M/s ___________________________	Tender No : **OC13000180/ASH**
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.	**EVALUATION OF TENDER:** Evaluation of this tender shall be on – **'OVERALL LOWEST OFFER BASIS'**. Comparison shall be made against the Final Landing Costs at SMT Site.	Noted
02.	Quoted price shall be on FOR SMT, Siliguri, WB 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.
	NOTE: 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.	Noted

	Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.	
04.	**PACKING & FORWARDING (P&F) CHARGES:** Seller to indicate applicability of P&F charges as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
05.	**THIRD PARTY INSPECTION CHARGE:** Seller to indicate the charge for Third Party Inspection Charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
06.	**FREIGHT CHARGES*:*** Please note that Transportation up to SMT, Siliguri 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.	**GST DETAILS:** 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.	**PAYMENT TERM:** 100% payment within 30days after receipt and acceptance of materials at site and submission of PBG for 10% of total basic order value.	Confirmed.
09.	**DELIVERY PERIOD:** Delivery period will be 03 months, FOR SMT Site from the date of issue of Purchase order. ***Non Acceptance of payment term may lead to reject of offer.***	Confirmed.
10.	**OFFER VALIDITY:** Bid shall remain valid for a period of 120 days from the bid due date/extended due date. ***Note: In case any bidder quotes shorter bid validity, his offer shall be liable for rejection.***	Confirmed.
11.	**PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:** In case of delay in execution of the order, NRL may at its option, recover from the bidder price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.	Confirmed
12.	**REPEAT ORDER:** Acceptance of repeat order within 12 (Twelve) Months from the date of Purchase Order at same prices, terms and conditions.	Confirmed.

13.	**WARRANTY / GUARANTEE** As per Technical Specification doc.	ACCEPTED
14.	**PERFORMANCE BANK GUARANTEE (PBG):** 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.	**ACCEPTANCE OF NRL GPC:** Acceptance of General Purchase Conditions (GPC) of NRL shall be accepted without deviation. (Refer NRL website)	Confirmed.
16.	**NO ESCALATION CLAUSE:** (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 www.nrl.co.in/tender (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 **ANNEXURE –I.**	Confirmed.
18.	Printed terms and conditions, if any, appearing in quotation shall be ignored and shall not be applicable in the event of order. In case of contradiction between the confirmations given herein and terms & conditions mentioned elsewhere in the offer, the confirmation given herein shall prevail.	Noted.
19.	WE ACCEPT ALL THE COMMERCIAL TERMS AND CONDITIONS OF NIT, Technical Specification doc. and GPC.	Accepted

BIDDER'S SIGNATURE, SEAL:

AGREED TERMS & CONDITIONS (ATC)
(FOR FOREIGN BIDDERS)

Bidder M/s ___________________________ Tender No : **OC13000180/ASH**

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.	**EVALUATION OF TENDER:** Evaluation of this tender shall be on – **'OVERALL LOWEST OFFER BASIS'**. Comparison shall be made against the Final Landing Costs at SMT Site.	**NOTED**
02.	Confirm that the offer contains firm prices on FOB International Seaport of Exit basis.	**CONFIRMED**
03.	Indicate Name of International Seaport of Exit.	_____________
04.	Confirm you have quoted firm ocean freight charges up to port of entry in India (Kolkata) in BoQ. (Note: Ocean freight charge must be quoted separately in BoQ. If a supplier does not quote firm Ocean Freight Charges, his offer shall be treated as incomplete and will not be considered for evaluation)	**CONFIRMED**
05.	NRL reserves the option to place order on FOB or on CFR basis.	**NOTED**
06.	Please confirm that the ocean freight quoted in BoQ2 shall be kept valid for the entire duration of the Contract. This will enable Buyer to convert FOB contract to CFR contract after placement of Order at a later date during the contractual delivery period.	**CONFIRMED**
07.	DRAWING & DOCUMENTATION CHARGES: Confirm Drawing & Documentation charges as per Bid Document are included in your quoted prices.	**CONFIRMED**
08.	Marine Insurance: Prices quoted must exclude marine insurance charges from FOB international Port of Exit as the same shall be arranged by the Buyer. However, transit insurance charges for inland transit upto FOB international	**CONFIRMED**

	Seaport of exit must be included in the quoted prices.	
09.	**TAXES & DUTIES:** a) All taxes, duties and levies of any kind payable upto FOB International Seaport of Exit shall be borne by bidder. b) Export permit / licence if required shall be Bidder's responsibility & any expenditure towards same will by borne by bidder.	**CONFIRMED**
10.	**DELIVERY PERIOD:** Delivery Period for Supply Part: 2 months on FOB international Port of Exit basis from the date of Purchase order. The date of clean on board bill of lading shall be considered as the date of delivery. However incase of CFR Contract, delivery period will be 3 months on CFR Kolkata basis.	**CONFIRMED**
11.	After Custom Clearance at Kolkata Port, arrangement of onward Inland Transportation of the goods from Kolkata Port to SMT Site is in the scope of NRL.	**CONFIRMED**
12.	**INSPECTION CHARGE:**	
12 (a)	Confirm that you have included the Third Party Inspection in the quoted prices.	**CONFIRMED**
12 (b)	Third party inspection and testing shall be carried out either by Lloyds / B.V./ CEIL/TUV/ any other TPIA acceptable to NRL.	**CONFIRMED**
12 (c)	It will be the sole responsibility of the bidder to arrange for Third Party Inspection and submit the third party inspection certificate on time. No time extension shall be allowed by NRL for any delay/lapse in this regard.	**CONFIRMED**
13.	Indicate the name of Country of Origin of the offered goods.	_____________
14.	Bidder shall quote in USD / EUR / GBP / JPY only. ***Note: Bidders are not permitted to quote in multicurrency or in any other currency.***	**CONFIRMED**
15.	Indicate shipping weight (net and gross) & volume of the Consignment.	
16.	**PERFORMANCE BANK GUARANTEE (PBG):**	
16 (i)	Confirm goods to be supplied by you shall be guaranteed for performance and you will submit PBG of 10% of the order value(for supply Part) valid till full guarantee/ warranty period	**CONFIRMED**
16(ii)	Confirm that the Performance Bank Guarantee shall be strictly as per standard format of NRL and shall be through branches of Indian Public Sector Banks operating in Bidders country. (PBG format is available in NRL website.	**CONFIRMED**
16 (iii)	Bank Guarantee from Indian Branches of Foreign (bidder's) banks will be accepted only if the Indian Branch of the Bank is recognized as Scheduled Bank by Reserve Bank of India.	**CONFIRMED**

	However, Bank Guarantee from foreign branch will be accepted only if the same is countersigned by their Indian Branch (Schedule Bank) or by any Scheduled Indian Bank.	
17	**PAYMENT TERM :**	
17 (i)	**<u>PAYMENT TERM (FOR SUPPLY PART) :</u>** 100% of FOB order value shall be paid through an irrevocable letter of credit against submission of Shipping Documents. The letter of credit shall be established only on receipt of acceptance of NRL's Purchase order along with submission of 10% Bank Guarantee valid up to 3 months (claim Period) beyond the Guarantee period.	**CONFIRMED**
17 (ii)	**<u>PAYMENT TERM (FOR AMC CHARGES) :</u>** 100% of invoice amount through direct wire transfer as per normal banking channels on completion of supervision activity on submission of Invoice, time sheet duly certified by Site-In-charge at NRL site, legible copy of visa (showing date of entry and date of exit from India) and passport (showing Name and Nationality of the Personnel). Payment shall be made after deducting income tax at applicable rate.	**CONFIRMED**
17 (iv)	No initial advance payment along with order shall be made by Owner against supplies as well as services. If a supplier insists on the same, the offer shall be rejected.	**CONFIRMED**
17 (v)	All Bank Guarantee(s) shall be issued through Scheduled Commercial bank in India or Indian branch of Foreign Bank as per pro-forma enclosed. All Bank Guarantees will be issued directly to NRL by the bank.	**CONFIRMED**
17 (vi)	Letter of Credit (L/C) shall be opened within 30 days of receipt of unconditional order acknowledgement.	**CONFIRMED**
17 (vii)	If Seller insist for confirmed L/C, confirmation charges shall be borne by the Seller. Confirm acceptance.	**CONFIRMED**
17 (viii)	In case L/C amendment is required due to reasons attributed to the supplier including delays in delivery, the charges for the same shall be to Seller's account.	**CONFIRMED**
17 (ix)	All Bank charges and stamp duties payable outside India in connection with payments to be made under the Purchase Order, if placed, shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	**CONFIRMED**
18	**PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY :** In case of delay in execution of the order, NRL may at its option, recover from the vendor 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.	**ACCEPTED**
19	**REPEAT ORDER:** Repeat Order may be placed within 12 months from the date of the original order at the same prices, terms & conditions. Please confirm acceptance.	**ACCEPTED**
20	**WARRANTY / GUARANTEE** As per Technical Specification doc.	**ACCEPTED**

21	**BID VALIDITY:** 120 days from the bid due date/ extended bid due date.	**ACCEPTED**
22	**FIRMNESS OF PRICES:** Quoted prices shall remain firm and fixed till complete execution of the order.	**ACCEPTED**
23	Any claim arising out of order shall be sent to NRL in writing within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by NRL.	**ACCEPTED**
24	**ACCEPTANCE OF NRL GPC:** Acceptance of General Purchase Conditions (GPC) of NRL shall be accepted without deviation. (Refer NRL website)	Confirmed.
25	**NO ESCALATION CLAUSE:** (a) No escalation of contract value, in any form whatsoever will be entertained during the contract period. (b) For applicable labour wage at SMT site & other related information regarding labour wages, kindly refer "circular wages for contract workmen'. This circular is available at NRL Website www.nrl.co.in/tender (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.	
26	Lists of deviation stated is limited to exemption & deviation as per **ANNEXURE –II.**	Confirmed.
27	Printed terms and conditions, if any, appearing in quotation shall be ignored and shall not be applicable in the event of order. In case of contradiction between the confirmations given herein and terms & conditions mentioned elsewhere in the offer, the confirmation given herein shall prevail.	**ACCEPTED**
28	WE ACCEPT ALL THE COMMERCIAL TERMS AND CONDITIONS OF NIT, Technical Specification doc., GPC.	**ACCEPTED**

BIDDER'S SIGNATURE, SEAL:

(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: OC13000180/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. : OC13000180/ASH
Subject: Procurement of Automatic Pour Point Apparatus and Post Warranty AMC for SMT, Siliguri

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:

COMPLIANCE TO BID REQUIREMENTS

Tender No. : OC13000180/ASH
Subject: Procurement of Automatic Pour Point Apparatus and Post Warranty AMC for SMT, Siliguri.

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. OC13000180/ASH for the job '**Procurement of Automatic Pour Point Apparatus and Post Warranty AMC for SMT, Siliguri**' 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.

--

TENDER ACCEPTANCE LETTER

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)