

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

FOR

**“SUPPLY OF GRAPHITE LUBRICANT FOR CCU
ROTARY KILN/COOLER”**

Tender No. OC01000277/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 GRAPHITE LUBRICANT FOR CCU ROTARY KILN/COOLER	
(Tender No : OC01000277/ASH)	
Tender Publish Date	16-11-2018 at 16-00 Hrs.
Tender document download end date & time	05-12-2018 at 11-00 Hrs.
Pre-bid Meeting	Not applicable
Bid Submission end date & time	05-12-2018 at 11-00 Hrs.
Bid opening date & time (Technical Bid):	06-12-2018 after 11-00 Hrs.
Tender Withdrawal Time End Date :	05-12-2018 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.

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

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

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

Note:

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

3. **PRE-QUALIFICATION CRITERIA (PQC) :**

- Bidder shall have experience of supplying similar type of graphite lubricants for Rotary Kiln in any Cement/steel/Petroleum coke/Fertilizer etc. Industry in last three years ending the date on which tender is floated.
- Documentary evidence in respect of the above shall be submitted by the bidder in the form of copies of relevant Purchase Orders along with copy of the documents in respect of satisfactory execution of each of those purchase orders.

4. **EVALUATION OF THE TENDER:** Tender shall be evaluated on 'ITEMWISE LOWEST OFFER BASIS'
5. **DELIVERY PERIOD:** Materials shall be delivered within 60 days from the placement of Order on FOR basis to NRL site.

Please note that Non-compliance to **Delivery Period** shall lead to rejection of the offer.

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

- a) Documents in support of PQC.
- b) 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 is Micro & Small Enterprise (MSE), UAM & Indemnity Bond as per clause no. 7 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.

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

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

IMPORTANT NOTE:

- (i) ***Bidder to quote Unit Price (FOR NRL Site), Taxes, Duties, all other charges (i.e. P&F, Freight, TPI/ IBR Charges) in online BoQ/Priced Bid in "XLS" format strictly as per instructions provided. Charges quoted elsewhere shall be ignored and will not be taken into consideration.***
- (ii) *Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left blank or =0 (zero) in the online priced bid (BoQ) shall be deemed to be inclusive in the quoted price.*

- (iii) *Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.*

Note:

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 Aadhaar 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.

7. 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 spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to accept and execute the contract at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.

- (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.

8. 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: 16-11-2018

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

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

Item	Material Code	Description	Order Qty	UoM
00010	M-CCUN-KILN-002	Graphite Block for CCU Rotary cooler "Graphite Block for CCU Rotary cooler; Size 250x 310x 75mm; Fine grade;Bulk Density 1.77 g/cm3; Ash Content (ppm) < 500; Shore Hardness 52 "	10	Numbers
00020	M-CCUN-KILN-003	Graphite Block for CCU Rotary Kiln Graphite Block for CCU Rotary Kiln; Size 300 x 610 x 50 mm; Fine grade;Bulk Density 1.77 g/cm3; Ash Content (ppm) < 500; Shore Hardness 52	10	Numbers
00030	M-CCUN-KILN-004	LUBE BAR for Rotary KILN/COOLER LUBE BAR for Rotary KILN/COOLER Tyre Lubrication; Graphite lubricant with addatives. Graphite Composition : min. 30 % Melting Point : 45-50°C Auto-Ignition Point > 535 °C Viscosity @ 100°C 5.4 cSt Diamension of Lube bar (Min.): 300 mm X 15 X mm X60 mm	500	Numbers

NUMALIGARH REFINERY LIMITED
AGREED TERMS & CONDITIONS (ATC)

Bidder M/s _____ Tender No : **OC01000277/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.	<u>EVALUATION OF TENDER:</u> Evaluation of this tender shall be on – 'ITEMWISE LOWEST OFFER BASIS'.	Noted
02.	Quoted price shall be on FOR NRL Stores basis. Please indicate the following: (a) Despatch Point of the goods: (b) Mode of despatch of goods:	(a) _____ (b) _____
03.	Please confirm that you have quoted price on FOR NRL Site basis; Separately indicating Basic Price (on Ex-works), P&F (in % of basic), Freight Charge (in % of basic), GST (in % of basic) in the " BoQ/Priced Bid " in "XLS" format as per instructions provided	Confirmed.
	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. Ambiguity/contradiction/lack of clarity may lead to rejection	Noted

	at any stage of the tender without further notice.	
04.	<u>PACKING & FORWARDING (P&F) CHARGES:</u> Seller to indicate applicability of P&F charges as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
05.	<u>THIRD PARTY INSPECTION CHARGE:</u> Seller to indicate the charge for Third Party Inspection Charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
06.	<u>FREIGHT CHARGES:</u> Please note that Transportation up to NRL Site is in the scope of Seller. Seller to indicate firm freight charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
07.	<u>GST DETAILS:</u> 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.	<u>PAYMENT TERM:</u> 100 % payment shall be released within 30 days after receipt of material and acceptance of material at NRL site & submission of PBG.	Confirmed.
09.	<u>DELIVERY PERIOD:</u> Materials shall be delivered within 60 days from the placement of Order on FOR basis to NRL site. Please note that Non-compliance to <u>Delivery Period</u> shall lead to rejection of the offer.	Confirmed.
10.	<u>OFFER VALIDITY:</u> Bid shall remain valid for a period of 90 days from the bid due date/extended due date. <i>Note: In case any bidder quotes shorter bid validity, his offer shall be liable for rejection.</i>	Confirmed.
11.	<u>PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:</u> 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.	<u>REPEAT ORDER:</u> Acceptance of repeat order within 12 (Twelve) Months from the date of Purchase Order at same prices, terms and conditions.	Confirmed.

13.	<u>GUARANTEE / WARRANTY CLAUSE:</u> Vendor shall guarantee NRL against any and all defects in design, workmanship of material and performance for a period of 12 months from the date of commissioning / installation or 24 months from the date of last despatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation.	Confirmed.
14.	<u>PERFORMANCE BANK GUARANTEE (PBG):</u> 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.	<u>ACCEPTANCE OF NRL GPC:</u> Acceptance of General Purchase Conditions (GPC) of NRL shall be accepted without deviation. (Refer NRL website)	Confirmed.
16.	<u>NO ESCALATION CLAUSE:</u> (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.	Information furnished by the bidder is correct in all respects. In case of submission of any false information/ forged documents, offer shall be summarily rejected and penal action including holiday listing as deemed fit will be done by NRL.	Noted.
19.	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 enclosed with Tender	Noted.

	Document. 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. Non fulfillment of all the above mention Technical & Commercial Qualifying criteria will lead to disqualification of bidder.	
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BIDDER'S SIGNATURE, SEAL:

TECHNICAL TERMS & CONDITIONS

Tender No. : OC01000277/ASH

Subject: SUPPLY OF GRAPHITE LUBRICANT FOR CCU ROTARY KILN/COOLER.

1. The agency has to strictly adhere the dimension as given in the tender document and in case of any deviation the same has to be replaced free of cost.
2. Material test certificate shall be send along with the material.
3. The supplied items should reach NRL site in properly sealed & packed condition.
4. There shall be a provision of repeat order for the items at same price & condition for one year from the date of placement of order.

(SIGNATURE OF BIDDER)

COMPLIANCE TO BID REQUIREMENTS**Tender No. : OC01000277/ASH****Subject: SUPPLY OF GRAPHITE LUBRICANT FOR CCU ROTARY KILN/COOLER.****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)

(To be submitted on bidder's letterhead)

UNDERTAKING

Date: _____

To,
GM (Commercial),
Numaligarh Refinery Limited,
Pankagrath, 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: OC01000277/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:

Tender No. : OC01000277/ASH

Subject: SUPPLY OF GRAPHITE LUBRICANT FOR CCU ROTARY KILN/COOLER.

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:

PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE
(PERFORMANCE)

This deed of Guarantee made thisday 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:

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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, Pankagrath,
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. OC01000277/ASH for the job '**SUPPLY OF GRAPHITE LUBRICANT FOR CCU ROTARY KILN/COOLER**' 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:

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.

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 forfeited 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)

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

MOP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

NRL reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) as specified in the Table below.

Items	Local Content (%)		
	2017-18	2018-19	2020-22
Service Contract	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (Others)	30%	35%	40%

The Policy shall be implemented in the following manner:

a) In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.

b) In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.

c) In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.

d) In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.

e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.

f) The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP - 2012) from MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:

i) The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC 2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, his offer would be evaluated considering PPP-2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the detail of LC in his offer and this LC meets the stipulated LC criteria).

ii) In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.

g) In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.

h) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under :

- MSE bidder (PPP-2012)
- PP-LC complied bidder (PP - LC)

Examples of Purchase Preference

Non divisible item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PPC-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him; otherwise option for matching the L1 price shall be given to L2 bidder (PP-LC)

Divisible Item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC) Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

i) In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.

j) In case lowest bidder is a PP-LC bidder purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.

k) Certification of Local Content

Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, services or EPC contracts as under:

At bidding stage

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.

The bidder claiming the PP-LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

- Where the total quoted value is less than INR 5 Crore –

The LC content shall be self assessed and certified by the authorized signatory of the bidder signing the bid.

- Where the total quoted value is INR 5 Crore or above –

i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.

ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm in case of a partnership firm.

iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country, where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

1. Sample formats for calculation of LC are given below as Table 1 (for Supply Contracts), Table 2 (for Service Contract), Table 3 [for EPC Contracts (Others)] .

2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost; factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same. However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

After award of contract:

- Where the estimated value is less than INR 5 Crore:

The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder

- Estimated value is INR 5 Crore or above:

Supplier shall provide the necessary local content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

Failure of bidder in complying with the local content post award:

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company:

- a. Pre-determined penalty @ 10% of total contract value
- b. Banning business with the supplier/contractor for a period of one year.

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

Purchase Preference in case where Negotiation is also required:

In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or LC complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

Table 1: CALCULATION OF LOCAL CONTENT – SUPPLY CONTRACTS (GOODS)

Name of Manufacturer	Calculation of manufacturer Cost per ne unit of Product			
Cost Component	Cost (Domestic Component)	Cost (Imported Content)	Cost Total Rs./US\$	% Domestic Component
	a	b	c = a+b	d = a/c
I. Direct Material Cost				
II. Direct Labour Cost				
III. Factory Overhead				
IV. Total Production Cost				

Note :

$$\% \text{ LC Goods} = \frac{\text{Total Cost (IV.c)} - \text{Total imported component cost (IV.b)} \times 100}{\text{Total cost (IV.c)}}$$

$$\% \text{ LC Goods} = \frac{\text{Total Domestic component cost (IV.a)} \times 100}{\text{Total cost (IV,c)}}$$

Table 2: CALCULATION OF LOCAL CONTENT – SERVICE CONTRACTS

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./US\$	Total	LC	
						%	Rs./US\$
			b	c	d	e=b/d	f=d X e
A	Cost Component						
	I. Material Used Cost	Rs. US\$					
	II. Personnel & Consultant Cost	Rs. US\$					
	III Other services cost	Rs. US\$					
	IV Total Cost (I to IV)	Rs. US\$					
B	Taxes and Duties	Rs. US\$					
C	Total Quoted Price	Rs. US\$					

$$\% \text{ LC Service} = \frac{\text{Total Cost (A. IV.d)} - \text{Total imported component cost (A. IV.c)}}{\text{Total cost (A. IV.d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV.b)}}{\text{Total cost (A. IV.d)}} \times 100$$

Table 3: CALCULATION OF LOCAL CONTENT – EPC (GOODS & SERVICES)

A	Cost Component (Rs./US\$)	Cost Summary				
		Domestic	Imported Rs./US\$	Total	LC	
					%	Rs./US\$
		b	c	d	e=b/d	f=d X e
I	GOODS					
1	Material used cost					
2	Equipment cost					
3	Sub Total I					
II	SERVICES					
1	Personnel & Consultant Cost					
2	Equipment & Work Facility Cost					
3	Construction/Fabrication Cost					
4	Other Services Cost etc.					
5	Sub Total II					
III	TOTAL COST OF GOODS + SERVICES					
B	Non Cost Component					
C	Total Quoted Price					

$$\% \text{ LC Combination} = \frac{\text{Total domestic component cost of goods (A.I.3.b) + Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A. III .d)}}$$