



**TENDER FOR
SALE OF LIQUID NITROGEN
FROM
NUMALIGARH REFINERY LIMITED
PO NRP COMPLEX
DISTRICT GOLAGHAT
ASSAM, 785699
INDIA**

TENDER REFERENCE: NRL/MKTG/LN/17 DTD. 13.12.2017

DUE DATES FOR SUBMISSION:

SUBMISSION OF BID: Latest by 3rd January, 2018; 3.0 PM

Contact Person :

1. **Mr. U. DAS** (udayan.das@nrl.co.in)
2. **Mr. D. Bora** (diganta.bora@nrl.co.in)
Tel:0361-2235836



NUMALIGARH REFINERY LIMITED
PO NRP COMPLEX
DISTRICT GOLAGHAT
ASSAM, 785699
INDIA

TENDER INVITING BIDDERS
FOR SALE OF LIQUID NITROGEN

Numaligarh Refinery Limited (NRL) invites interested parties having requirement of liquid Nitrogen of 99.999% purity. The liquid nitrogen would be available to the tune of 600KL per annum delivered from its marketing installation at Numaligarh, Assam.

The tender documents can be downloaded from NRL's website: www.nrl.co.in → Tender Room

DUE DATES FOR SUBMISSION OF BIDS: latest by 3rd January, 2018; 03:00 P.M.

For any clarifications, please contact:

1. Mr. U. Das, Sr. Manager (Marketing)/ Mr. D. Bora, CM (Marketing)

Email : udayan.das@nrl.co.in/ diganta.bora@nrl.co.in

[Tel:0361-2235836](tel:0361-2235836)

Important: All updates, amendments, corrigenda, due date extensions etc, (if any) will be posted on the above website as and when required. There will not be any publication of the same through newspapers or any other media.

TENDER PROGRAMME SCHEDULE:

Pre-Bid Inspection of loading unloading arrangement at refinery in Numaligarh, Assam	Till 29 th December 2017.
Last Date for submission of Techno-commercial Bid (un-priced bid) and Priced bid.	3 rd January 2018; 03:00 PM
BID opening date	4 th January 2018; after 03:00 PM

1 **INSTRUCTION TO BIDDERS:**

- a) NRL intends to sell 600KL (estimated quantity) of liquid nitrogen available at its refinery located at Numaligarh, Assam.
- b) The selling would be through competitive bidding. The party interested in bidding shall submit their bids in the prescribed format as mentioned elsewhere in the tender document. The bidder with highest evaluated price would be the successful bidder.
- c) Bidders should have all applicable valid license/ permission/ certificate issued by Central/State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities handling of liquid nitrogen. The bidder should have capacity to off take entire lot from NRL.
- d) Bidder must possess all valid trade license, VAT/TIN Registration, GST registration number, GST Registration certificate, PAN card etc. and copies of all these documents needs to be submitted along with the bid.
- e) Bidders are expected to submit their bids accepting all the terms & conditions set forth in this tender document. Deviations, if any, shall be clearly mentioned in the format in **Annexure B** of this tender document. Deviation if mentioned anywhere else may not be considered. In case of no deviation, **Annexure B** may be submitted with NIL deviation.

2 **Submission of Bid:**

Bids should be submitted separately in two parts, viz. PART I & PART II in sealed envelopes super scribed with the Tender no., Due Date, and nature of bid (priced or unpriced).

PART I One copy of UNPRICED BID, complete with Technical & Commercial details, relevant documents etc. duly signed & stamped on each page other than prices.

PART II : One copy of PRICED BID duly filled, signed & stamped.

The two envelopes containing Part I and Part II of bids separately should be enclosed in a single sealed envelope super scribed as “**BIDS FOR SALE OF LIQUID NITROGEN**” to be addressed and delivered at:

**General Manager (Marketing),
Numaligarh Refinery Limited,
Marketing & BD Office, NEDFI House, 4th Floor
G S Road, Guwahati, Assam-781006**

3 **PART I- UNPRICED BID (Techno- Commercial Bid)**

Techno- Commercial bid, i.e., Un-priced Bid shall have the following information/ details:

- a) Acceptance –cum-Registration Form (**Annexure -D**) duly filled in
- b) Duly attested copies of valid license/ permission/ certificates issued by Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for handling of liquid nitrogen.
- c) Copies of all valid trade license, VAT/TIN registration, GST registration number, GST registration certificate, PAN card etc and these documents needs to be submitted along with the bid.
- d) Any other relevant information.
- e) **Instruction to Bidders, Special Terms & Conditions** and **General Terms & conditions** of this tender document, duly signed and stamped on all pages, as a token of acceptance of terms & conditions mentioned therein.
- f) **Annexure A** (Taxes and Duties payable extra as applicable) filled in.
- g) Deviation Form in **Annexure B** duly filled and signed.

4 PART II- PRICED BID

- a) The price offered would be the Rs/KL or Rs/MT (ex-Numaligarh only). The lifting and transportation of the product from the hose connected to storage tank at Numaligarh would have to be arranged by the buyer only.
- b) Bidders are requested to inspect the loading unloading facilities for liquid nitrogen available at Numaligarh before bidding.
- c) The priced bid has to be furnished in a sealed envelope as per the format enclosed **ANNEXURE – E.**

5 SPECIAL TERMS & CONDITIONS :

i. Price:

- a) The bids should be for the Basic price, for delivery ex-NRL, Numaligarh. The Quotes shall remain firm for 60 days after price bid opening date, for acceptance & placement of sale order by NRL.
- b) Taxes and other Govt. Levies as applicable on the date of delivery shall be payable by the buyer, in addition to the basic sale price. Buyer will have to pay variations also if any, in applicable government levies, till complete upliftment and final settlement.

ii. Tentative Technical details of liquid nitrogen:

Purity :	99.95%
Oxygen content:	Less than 10 ppm.

iii. Evaluation of Bids:

- a) Bidders with the highest Buying Quote (Rs/KL) submitted would be the considered as successful bidder.
- b) Taxes and Duties should be extra as applicable

iv. Payment Terms & Material Lifting Time:

- a) NRL will issue a Sale Intimation letter to the successful Bidder for the allotted quantity.
- b) Bidder has to lift at least 48KL per month and 600KL in total in one year w.e.f from the date of Sales Intimation letter.
- c) Bidder shall make full payment including taxes & duties (extra as applicable) for the monthly total quantity of 50 KL (one time or in installments) within 10th of each month, in advance, before upliftment of the material.
- d) Once receipt of full payment, Delivery Order will be issued to the bidder for effecting dispatch.
- e) Bidder has to lift the monthly allotted quantity of 48KL within 15 days from the date of Delivery Order.
- f) Payment to be made by electronic transfer only. Cash/ Cheque will not be accepted.

v. Security Deposit:

- a) Upon receipt of the Sales Intimation letter, successful bidder has to submit **Security deposit amounting to 10% of basic value of total quantity to be lifted for the year (600 KL)** by way of electronic transfer to NRL within 15 days from the date of Sales Intimation letter.
- b) The security deposit is non interest bearing and would be refunded to the customer on completion of the lifting of entire lot of 600KL.

vi. Price Validity:

- a) The price offered by the bidders would be valid for 600KL only or one year whichever is earlier.
- b) On completion of lifting of 600KL, NRL on its sole discretion may or may not accept the existing price to allot any additional quantity.

vii. Other Terms and Conditions:

- a) If the buyer fails to uplift 600KL (-5%) within one year, Buyer's security deposit will stand forfeited.
- b) The Sale letter will be treated as cancelled and NRL shall have right to dispose off the materials. No claim whatsoever from the buyer shall be entertained, in such a case.
- c) The buyer shall be holiday listed and debarred from participation in our future disposal processes.

6 GENERAL TERMS & CONDITIONS :

- a) The terms Buyer(s)/ Contractor(s) appearing anywhere in this tender document refers to the successful bidder on whom sale order is placed by NRL for the subject material.
- b) Sale is on "**AS IS WHERE IS BASIS AND NO COMPLAINT BASIS**". No complaint regarding quality, quantity, or composition of the material will be entertained.
- c) The quantity indicated in this tender is only an approximate estimated quantity. No additional / extra claims on account of variation in quantity will be entertained.
- d) The Bidders cannot retract from their offers. If done so, buyer will be debarred from participating in our future tenders.
- e) NRL reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period of contract without assigning any reasons.
- f) Sale confirmation, Sale Order, Invoices, Delivery Challans, etc. will be released only in the name of the Company that has initially registered and participated in the tender. There will not be any changes between the registration and completion of transaction.
- g) Successful bidder should make all arrangements for uplifting and transportation.
- h) The Buyer shall arrange for all tools and tackles, forklifts or hoists or cranes and/ or labour at their own expenses. While inspecting of material and at the time of lifting of material, **ALL SAFETY RULES OF THE COMPANY HAVE TO BE FOLLOWED STRICTLY.** The buyer also confirms to have read all the general rules as laid by NRL, with regard to employment of labour for the removal of scrap material.

- i) While taking delivery of the material, if any damage is done to the premises or other machinery lying nearby, the Company shall recover all such costs required to rectify the damage and bring the material back into the original position and stop delivery of the material till all the costs are paid.
- j) The decision of NRL is final and binding in all matters related to this sale.
- k) Material lifting shall be as per the guidelines of NRL only.
- l) Delivery shall be on weightment basis and weighing shall be done at weighbridge at NRL/NRMT, shall be final.
- m) Partial lifting shall result in forfeiture of security deposit and Sale Value paid in advance. The lifting should be completed within due time frame agreed. Failure to abide by the agreed terms and conditions of the tender shall result into forfeiture of security deposit and NRL will be at their liberty to sell the subject lot to any third party at the Risk and Cost of the Buyer.
- n) No advantage shall be taken either by the company of the bidder who has been awarded the contract/sale order (herein after referred to as the "Contractor") of any clerical error or mistake, which may occur in the specification, schedule of rates, plans tender or any other papers supplied to or by the contractor in connection with the work.

7 Inspection of Site :

- a) The bidder would be given an opportunity for making an inspection of the site to set at rest any doubts he may have had about the difficulties attending his offer.
- b) Once the sale order is issued, permission to the successful Bidder to inspect the material under disposal again prior to upliftment shall not be granted unless the payment as per Sale order Terms & conditions is paid by the successful Bidder.

8 Subletting Agreement :

- a) The bidder shall not sublet or assign the work or any part thereof to another party without the written consent of the company first obtained and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.

9 Removal of Materials:

- a) It will be the responsibility of successful buyer to weigh the empty truck at the weighbridge of NRL and produce the necessary weigh certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- b) Material must be uplifted by the buyer before stipulated time. Once the goods /materials are taken out of the factory gate, buyer will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- c) Once uplifted material leaves NRL gate, NRL should be indemnified with all kinds of external effect, whatsoever may be.
- d) Should the original buyer wish to take delivery of the material through a representative, he must authorize the later by a letter of authority or continuing authority, which shall be presented to the officer concerned. The officer concerned may in his entire discretion, decline to act on any such authority and it shall be for the buyer to satisfy the officer

concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the buyer and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.

- e) All workmen employed by the buyer has to use personal protective equipment like masks, hand gloves, safety shoes, & helmets etc., while loading and unloading of the material. Buyer has to make arrangement for these equipment before entering the Refinery.
- f) Workers entering the Refinery premises for uplifting the material will be required to fill up personal particular form and complete other formalities as directed by the office of the Asst. Commandant, CISF and/or any other concerned Govt. authorities.
- g) Quantity is subject to the availability of material and NRL's ability to sell the same. The material will be allotted to the buyer for uplifting strictly on "AS IS WHERE IS BASIS, AND NO COMPLAINT BASIS". It is to be stated that the quantity mentioned above is only indicative and there is no commitment whatsoever by us. NRL does not and cannot guarantee any specific quality of the material available for sale
- h) Only representative of the buyer authorized by the Company will be allowed for the loading / handling of the material. However if the need arises for additional person, the same may be allowed only at the discretion of the NRL Management.
- i) NRL will in no way be responsible for any accident, damage or injury to the contract's workman or equipment while on site / premises. No claims for damages occurred due to accidents at the time of inspection or at the time of Material lifting for men as well as Machineries will be entertained.
- j) Delivery of the material to be taken within the period given in our sale letter. Roaming in the premises of the company, without permission, is strictly prohibited.
- k) NRL will allow only successful bidder to uplift the materials from the refinery premises. No delivery would be affected by the Company to any person other than the Buyer whose name is mentioned in the delivery order. Under any circumstances, NRL will not permit the successful bidder to negotiate or sell the materials in any lot or part of a lot to any other party while the goods are still lying within the premises of the Company from inside the refinery premises.
- l) The following also to be taken note of in this connection :
 - a. Lift & load all materials on trailer / truck using its own resources.
 - b. Buyer shall keep NRL indemnified from and against any such complaints.
 - c. **Delivery Location** : Numaligarh Refinery Ltd , Numaligarh, Assam, 785699, India
 - d. Loading/Unloading, Transportation shall be in the scope of the buyer.

10 Termination of Contract:

The Company reserves the right to terminate the contract at any time by giving three days notice on any of the following grounds:

- a. Unsatisfactory execution or performance of the contract by the Buyer.
- b. Improper behavior of the Buyer or breach of the terms and conditions of the contract.
- c. Delay in more than 15 days in picking up of the deliveries of the material, after the sale order has been accepted.
- d. Misbehavior with any of the staff of NRL.
- e. Picking up any materials, which is not sold to them and found in their truck or Vehicle.

11 Safety Regulation:

The contractor shall ensure that he, his personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof shall keep the Company harmless and indemnified.

12 Jurisdiction

This agreement shall be deemed to have been made in Numaligarh, Golaghat, Assam, India and shall be construed according to the laws of India and the performance by the contractor of any contract on his part therein contained shall be considered due in Numaligarh, Golaghat, Assam, India for the purpose of jurisdiction

13 Arbitration :

Arbitration Clause for PSEs/ Govt. Deptt (except a dispute or difference concerning the Railways, Income-Tax, Custom and Excise Duties)

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

Arbitration Clause for others:

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder.

The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral an / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.

d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider an deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director.

e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.

f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

h) The parties hereby agree that the courts in the town of Golaghat, Assam, India alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat, Assam, India only.

ANNEXURE – A

Taxes and Duties applicable for sale of Liquid Nitrogen

The buyer shall be responsible to pay all the statutory taxes & duties (Extra) at prevailing rate as declared by the respective State/ Central Government Authorities due in respect of this sale. If the buyer claims exemption/ concession in the statutory taxes, he shall furnish the necessary declaration in that respect. However, statutory taxes & duties shall be paid by the buyer at the rates applicable at the time of delivery. The buyer shall pay to NRL all the statutory taxes & duties and responsibility of deposition of taxes and duties to respective authorities will lie with NRL

Duties and taxes will be as per prevailing rates as applicable at the time of invoicing. Current rates applicable are as follows

- **GST @ 18%**

DEVIATION FORMAT:

TENDER REFERENCE: TENDER REFERENCE: NRL/MKTG/LN/17

Sl.No. / Annexure	Reference Clause of Tender Document	Deviation

***Signature of Authorised Signatory
with Name & designation and Co. Seal.***

NRL Bank Account Details for making payments against material value and Security Deposits:

Bank details of Numaligarh Refinery Ltd. for payment through RTGS:

Name of Beneficiary	NUMALIGARH REFINERY LTD.
Bank's Name	STATE BANK OF INDIA
Bank Account No.	30006662772
Account Type	Cash Credit
Branch Name	Commercial Branch
Bank Address	Swagata Square, 3 rd Floor, Near Rajiv Bhawan, A.B.C., G.S. Road, Guwahati – 781005
MICR Code	781002028
IFSC (RTGS/NEFT)	SBIN0004418
Branch Code	4418

Format of Acceptance – cum - Registration form (to be submitted in the bidder's Letter Head)

Bidder's Ref. No :

Date :

To:

The General Manager (Marketing &BD)

Numaligarh Refinery Limited

NRL Complex, Numaligarh, Dist: Golaghat, Assam, 785 699, India

Dear Sir,

**Sub : Tender No: . TENDER REFERENCE :
NRL/MKTG/LN/17 _____**

I/We confirm having gone through the terms and conditions and agree to take part in the subject tender at Numaligarh Refinery on "AS IS WHERE IS BASIS", and "NO COMPLAINT BASIS".

Having inspected the material and loading /unloading facilities and satisfied with the condition and type of the same, I/we also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

Name of the Company _____

Contact Person(s) _____

Designation _____

Address _____

Phone/ Fax No. _____ Mobile No. _____

E Mail _____

Central Excise Registration No: _____

Income Tax PAN No. _____

VAT No. _____

TIN No. _____

I understand that in the event of any of the above information being found in-correct/ in-complete, the Participation shall be liable for cancellation by NRL at any time and I/we shall not be entitled to any claim for Refund arising from the same.

***Signature of Authorised Signatory
with Name & designation and Co. Seal.***

PRICE BID
TENDER REFERENCE : NRL/MKTG/LN/17- SALE OF LIQUID NITROGEN

PRICE BID					
Item Id	BOQ Description	Quantity*	UOM	Rate	
				Rs/KL	Rs/MT
10	The buying price of liquid nitrogen (99.95% purity with oxygen content less than 10 ppm), from NRL available at hose connected to storage tank at Numaligarh, Assam.	600	KL		

- Note: The quantity is approximate only which may vary during the course of time.
