



**NUMALIGARH REFINERY LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
NRL COMPLEX, NUMALIGARH,  
District:GOLAGHAT;ASSAM 785699  
Tel.: 03776-265495 Fax : 03776-265514



800001

M/s.  
NRL Open tender,  
785699 Numaligarh

## REQUEST FOR QUOTATION

NRL REF : COL. No. : **OC04000046/ABI**

Date : 30.12.2016

Contact Person : Abinas Bora 03776-265484

Email ID : abinas.bora@nrl.co.in

**Submission Date: 30.11.2016 before 11.00 am**

### **Job Name: "Supply of Refracory castables for CCU, NRL".**

Dear Sirs,

Please quote your lowest prices online for the supply of materials as per details below. The quotation shall show separately and clearly (without any corrections) the basic price, packing & forwarding (%), excise duty (with relevant excise tariff no./chapter id), sales tax, freight(%), other charges, etc against each item along with all technical & commercial details. **Foreign vendors shall always quote their FOB prices against each item.** Rates/charges quoted in the quotation shall be final and no additional charges/corrections will be accepted after the receipt of quotation unless the same is necessitated by NRL in writing.

### **IMPORTANT NOTE:**

- 1) Tender documents should be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating, through the website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided as 'Instructions for online Bid Submission'.
- 2) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <http://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Both Technical bid and Financial bid are to be submitted concurrently, duly digitally signed in the web site <http://eprocure.gov.in/eprocure/app>.

Online Bids are received only on CPP Portal website <http://eprocure.gov.in/eprocure/app> on or before due date as indicated in the NIT. The bidder shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only those bidders shall be opened who are Techno-commercially qualified, at a time and place for which notice shall be given. The qualified bidders shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.

**NOTE: Filled, stamped and signed scan pdf copy of this RFQ (Request for Quotation) has to be uploaded.**

Any deviations to our enquiry specifications/conditions shall be mentioned clearly in the offer. Otherwise it will be presumed that enquiry specification/conditions are acceptable to you in toto and no change will be allowed after placement of Order. The commercial requirements, wherever applicable, are specified in the attached questionnaire titled "Agreed Terms & Conditions" which should be duly filled in, signed & stamped on each page and shall be returned along with your bid. Bids received without duly filled in questionnaire shall not be considered for evaluation.

Other terms & conditions of purchase shall be as per NRL's "General Purchase Conditions (Indigenous)". Deviation to the GPC terms and those mentioned above, may lead to loading of prices/rejection of offer. General Purchase conditions (Ind), Agreed terms & conditions (Ind) and Bank Gurantee profoma (Ind Purchase) is available on **WWW.NRL.CO.IN**.

NRL reserves the right to make changes in the terms & conditions of purchase and to reject any or all bids on valid ground.

Thanking you,

Yours faithfully,

For & on behalf of Numaligarh Refinery Limited

General Manager (Commercial)

Name of job: Supply of Refractory castables for CCU,NRL

Supply of Refractory Castables :

1. Anticipated requirement for Emergency Shutdown of CCU.
2. Items are Cenvatable.
3. Self life: Applicable.6 months life should be available at the time of delivery.
4. PQC:

Technical: Vendor should have experience of similar nature of supply of materials to any CPSU or Govt organisation in the last five years." similiar supply of materials /item : "Insulyte/ dense castables"

5. Manufacturer's Test Certificate should be furnished along with the supply.  
As these materials shall be used for the CCU operating Unit  
so quality of material is very important for uninetruprted operation and quality Product from the CCU unit.

Therefore, Vendor should submit third party inspection report of LC 50 & LC 70 castables against each lot from EIL/CEIL/CGCRI(Central Glass & Ceramic Research institute)/Other Government Laboratories.

Cost involvement in third party inspection should be in the scope of vendors & accordingly loaded separately by the vendor.

6. Delivery period:

- a. Supply shall be made in staggered manner within a span of 18 months; as and when informed by NRL (Minimum lot shall be of 16 MT).
- b. Further there should be provision for repeat order for same quantity within another 12 months.
- c. The vendor should ensure delivery of refractory at the NRL refinery site within 20 days of written intimation from NRL.
- d. Manufacturing date shall not be before seven days from the date of despatch (i.e from vendor's factory gate)else materials shall not be acceptable.Minimum 16 MT is considered for one lot delivery.
- e. NRL does not guarantee full requisitioned /ordered quantity.

7. Open Tender :

Vendor should have experience of similar nature of supply of materials to any CPSU or Govt organisation in the last five years." similiar supply of materials /item : "Insulyte/ dense castables"



DNV Certification B.V., The Netherlands

ISO 9001: 2008  
ISO 14001: 2004  
OHSAS 18001: 2007

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**NUMALIGARH REFINERY LIMITED**  
**AGREED TERMS & CONDITIONS (ATC)**

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Bidder M/s \_\_\_\_\_

Tender No : OC04000046/30.12.2016

**Job name: Supply of Refracory castables for CCU, NRL**

Offer Ref & Date: \_\_\_\_\_

Signature : \_\_\_\_\_

Tel. No. \_\_\_\_\_

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. | <b>EVALUATION OF TENDER:</b> Tender shall be evaluated on 'item wise Lowest Offer Basis'                                                                                                                                                                                                                                                                                                                      | Noted                 |
| 02. | Please indicate Despatch Point of the goods:                                                                                                                                                                                                                                                                                                                                                                  | _____                 |
| 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), Testing Charge (in % of basic), TPI Charge (in % of basic), Freight Charge (in % of basic), Transit Insurance (in % of basic), Excise Duty (in %) and CST/ VAT (in %) and Cenvat Credit (in %) in the " BoQ/Priced Bid " in "XLS" format as per instructions provided. | Confirmed.            |

**(Bidder's Signature & Seal)**

*Please reply to Refinery Office :*

**REFINERY OFFICE :** Pankagranti, P.O : Numaligarh Refinery Complex, Dist. : Golaghat, Assam, Pin – 785 699, Fax : 03776-265514 , EPABX – 03776-265-593 / 594 / 413, Commercial Dept. : Phone - 03776-265482 Fax : 03776-265514 E-mail : prasanta.barmani@nrl.co.in

**REGISTERD OFFICE**  
122A, G.S.Road, Christianbasti  
Guwahati-781005  
Phone : ((0361) 2203140  
Fax : (0361) 2203146

**COORDINATION OFFICE**  
Tolstoy House, 6<sup>th</sup> Floor, 15-17, Tolstoy Marg  
New Delhi – 110 001 (India)  
Phone : (011) 23739411  
Telefax : 23739412

**KOLKATA OFFICE**  
4<sup>th</sup>. Floor, Bharat Bhawan Plot No. 31  
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| SN  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | BIDDER'S CONFIRMATION |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | <p><b>NOTE:</b> 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. However, Entry Tax (as applicable) will be in NRL scope and shall be loaded during priced evaluation.</p> <p>Extent of CENVAT benefit on Excise Duty and Service Tax shall also be quoted online. example ED =12.5 (percent) CENVAT credit = 12.5 (percent).</p> <p>For items where ED is inclusive in quoted price but CENVAT benefit is offered@7%, following example is provided- ED =0 (percent) CENVAT credit = 7 (percent).</p> <p>Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.</p> | Noted                 |
| 04. | <p>List of Approved Third Party Inspection Agencies; whose certificate is acceptable to NRL:</p> <p>(a) M/s Certification Engineers International Limited (CEIL)<br/>(b) M/s. Engineers India Ltd (EIL)<br/>(c) M/s. Lloyds Register of Shipping (Lloyd)<br/>(d) M/s. Bureau Veritas (BV)<br/>(e) M/s DNV</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Confirmed             |
| 05. | Arrangement of Transportation up to NRL Site and Transit Risk Insurance are in bidder's scope.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Confirmed.            |
| 06. | It will be the sole responsibility of the bidder to arrange for Testing and submit the testing certificate along with dispatch documents. No time extension shall be allowed by NRL for any delay/lapse in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Confirmed.            |

**(Bidder's Signature & Seal)**

*Pledge reply to Refinery Office :*

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| SN  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BIDDER'S CONFIRMATION                                 |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 07. | <p><b><u>EXCISE DUTY:</u></b></p> <p>(a) Present rate of Excise Duty + Educational Cess payable extra on finished products has been indicated in the BoQ in terms of your QUOTED Price.</p> <p>(b) NRL is entitled to avail cenvat benefit on 100% of applicable Excise Duty. Vendor shall furnish Excise Duty Gate pass for availing cenvat benefit on Excise Duty as quoted in BoQ.</p> <p>(c) Cenvat benefit as confirmed by bidder shall be the minimum value. In case the vendor is unable to pass on the minimum benefit indicated in their BoQ, the differential amount shall be deducted from their bill(s).</p> | <p>Confirmed.</p> <p>Confirmed.</p> <p>Confirmed.</p> |
| 08. | <p><b><u>SALES TAX/VAT:</u></b></p> <p>(a) Present rate of CST against Form – C / VAT payable on finished products and to be paid extra has been indicated in the BOQ.</p> <p>(b) C-Form will be issued on quarterly basis by NRL after release of full payment against complete supply of order:</p> <p>(c) If CST / VAT is not applicable at present due to any reason, the same shall be borne by Bidder if it becomes applicable later:</p>                                                                                                                                                                          | <p>Confirmed.</p> <p>Noted</p> <p>Confirmed.</p>      |
| 09. | Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery date shall be to Bidder's account whereas any corresponding decrease shall be passed on to the Owner.                                                                                                                                                                                                                                                                                                                                                                                               | Confirmed.                                            |
| 10. | <p><b><u>PAYMENT TERMS:</u></b></p> <p>(a) <b>NRL's standard payment term is:</b> 100% payment within 30 days from the date of receipt and acceptance of consignment or 30 days of receipt of invoice, whichever is later. Please note that in case payment is delayed beyond 30 days after receipt of all necessary documents/consignments as per PO terms &amp; conditions, NRL shall pay interest @ 8% per annum on the delayed amount to the Bidder).</p> <p>(b) Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode.</p>                   | <p>Confirmed</p> <p>Noted</p>                         |

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(Bidder's Signature & Seal)

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| SN  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                             | BIDDER'S CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 11. | <b>DELIVERY PERIOD:</b><br>Supply shall be made in staggered manner within a span of 18 months; as and when informed by NRL (Minimum lot shall be of 16 MT). refer technical point 06c.                                                                                                                                                                 | Confirmed             |
| 12. | <b>PERFORMANCE BANK GUARANTEE (PBG):</b><br>Successful bidders need to furnish PBG of 10% of the total order value valid up to full warranty/guarantee period plus 03 months claim period. PBG format is available in NRL website <a href="http://www.nrl.co.in/tender.asp?pg=main&amp;lnk=tm">http://www.nrl.co.in/tender.asp?pg=main&amp;lnk=tm</a> . | Confirmed             |
| 13. | <b>PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:</b><br>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             |
| 14. | <b>OFFER VALIDITY:</b> Bid shall remain valid for periods of 120 days from the bid due date/extended due date.                                                                                                                                                                                                                                          | Confirmed.            |
| 15. | <b>PART ORDER:</b><br>Bidder to confirm acceptance of Part Order. However, the quantity in the enquiry documents for each item shall be ordered on one vendor.                                                                                                                                                                                          | Confirmed             |
| 16. | <b>REPEAT ORDER:</b><br>Repeat Order may be placed within 12 months from the date of the original order at the same prices, terms & conditions. Please confirm acceptance.                                                                                                                                                                              | _____                 |

(Bidder's Signature & Seal)

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| SN  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | BIDDER'S CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 17. | <b>FIRMNESS OF PRICES:</b><br>Quoted prices shall remain firm and fixed till complete execution of the order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Confirmed             |
| 18. | <b>Guarantee / Warranty</b><br><br>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 dispatch, 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             |
| 19  | Kindly confirm whether you are MSE registered vendor or not. If yes, please furnish supporting documents including <b>EM Acknowledgement (Part –II)</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes / No              |
| 20. | All other terms and conditions shall be as per NRL's 'General Purchase Conditions (Indigenous).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Confirmed.            |
| 21. | <b>Printed terms and conditions, if any, submitted with the quotation shall be ignored and shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms &amp; conditions mentioned elsewhere in the offer, the confirmation given herein above shall prevail.</b>                                                                                                                                                                                                                                                                                                                                  | Confirmed.            |

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

**DATE :** \_\_\_\_\_

*Please reply to Refinery Office :*

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**NUMALIGARH REFINERY LIMITED**  
**General Purchase Conditions (Indigenous)**

Definition :

1. 'NRL' means 'Numaligarh Refinery Limited.'
2. 'Vendor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.
3. Banker : Unless otherwise specified, NRL's banker at Numaligarh shall be : State Bank of India, NRL Complex, P.O. NR Project, Pin : 785699, Dist. Golaghat, Assam. Bank Code : 5377.

|     |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | <b>Price Basis</b>                                    | Prices are to be quoted on FOT NRL Site, Numaligarh basis (or, FOT NRL Guwahati/New Delhi/Calcutta basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight and transit insurance charges, <b>(all in % age)</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.  | <b>Firm Price</b>                                     | Quoted prices shall remain firm and fixed till complete execution of the order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.  | <b>Payment Term</b>                                   | Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.  | <b>Weights &amp; Measurements</b>                     | All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.  | <b>Qty. Tolerance</b>                                 | For Steel Items, $\pm 0.5\%$ qty. tolerance for weigh bridge scale variation or, std. rolling tolerance (as applicable) for sectional weight measurements shall be permissible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.  | <b>Transportation</b>                                 | Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7.  | <b>Despatch</b>                                       | Unless otherwise specified, all LR/RR etc. must be in the name of Numaligarh Refinery Limited and not 'Self'. Any demurrage or wharfage paid by NRL to the carriers due to consignments being booked as 'Self' will be recovered from the vendor. No consignment shall be booked on 'Said to Contain' basis. If so, it will be at vendor's own responsibility and risk.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.  | <b>Packing, Marking, Shipping &amp; Documentation</b> | <p>All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection.</p> <p>Each package shall be clearly marked with indelible paint with the <i>Purchase Order No., From (Name &amp; Add.), To (Name &amp; Add.), Destination, Item Net &amp; Gross Weight, Case No. (Sl. No. of Total Cases) &amp; Dimensions</i>, and shall contain copies of despatch documents and packing list.</p> <p>Details given in the "<i>Packing, Marking, Shipping and Documentation Specification for Indigenous Materials</i>" – wherever enclosed with a Purchase Order, shall be strictly followed.</p> |
| 9.  | <b>Test Certificate</b>                               | <p>Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished alongwith supplies.</p> <p>In case of 3<sup>d</sup> Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10. | <b>Guarantee</b>                                      | 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 1 <sup>st</sup> 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.                                                                                                                                                                           |
| 11. | <b>Insurance Charges</b>                              | Transit insurance shall be in NRL's scope only when specifically agreed upon. In such cases, vendor shall intimate despatch details and value of goods in advance per fax for transit insurance coverage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 12. | <b>Bank Charges</b>                                   | Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 13. | <b>Offer Validity</b>                                 | The vendor's offer shall be valid for acceptance for a period of <b>90 days</b> from the final due date of the enquiry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

[ NUMALIGARH REFINERY LIMITED  
General Purchase Conditions (Indigenous) ]

|     |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14. | <b>Taxes &amp; Duties</b>                        | <p>In case of applicability of Excise Duty (ED), relevant ED paid challan-cum-invoice must accompany supplies. For claiming Sales Tax, particulars of Sales Tax registration certificate shall be furnished alongwith invoices.</p> <p>Statutory variation in taxes &amp; duties within the contractual delivery period shall be borne by NRL.</p> <p>However, in case of delay on a/c of vendor, any new or additional taxes &amp; duties imposed after the contractual delivery date shall be borne by the vendor.</p> <p><b>NRL's CST Regd No. : GAU(C)/C-2705. PAN No. : AAA CN 6984B</b><br/> <b>Excise Regd No. : 1/CH27/GLT(060202)/94; ECC : 060204001P; Excise Range : Golaghat – 1 (Assam); Division : Jorhat (Assam); Collectorate : Shillong (Meghalaya).</b></p> |
| 15. | <b>Delivery Period &amp; Delayed Delivery</b>    | <p>The delivery period quoted/agreed shall be strictly followed. Failing supplies in time, NRL reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the vendor.</p> <p>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.</p>                                                                                                                                                                                                                                                                                          |
| 16. | <b>Repeat Order</b>                              | Repeat Order shall be acceptable to the vendor within <b>6 months</b> from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17. | <b>Part Order</b>                                | Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 18. | <b>Changes in Terms &amp; Conditions</b>         | NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.                                                                                                                                                                                                                                                                                                                                                                                               |
| 19. | <b>Right of Rejection</b>                        | NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 20. | <b>Arbitration</b>                               | Any dispute whatsoever in any way arising out of or relating to a Purchase Order shall be referred to arbitration of the Chief Executive of Numaligarh Refinery Limited or, to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of NRL. The award of the arbitrator shall be final, conclusive and binding on all parties.                                                                                                                                                                                                                                                                                                                                                          |
| 21. | <b>Jurisdiction</b>                              | Any dispute relating to the purchase of goods between NRL and vendor shall be subject to the jurisdiction of a Court of Law situated in the State of Assam.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 22. | <b>Acceptance of Order</b>                       | In the event of order being placed, the vendor shall acknowledge receipt and acceptance in toto to the Purchase Order by signing and returning the duplicate copy within 10 days from the date of the order, failing which, the Purchase Order shall be deemed to have been accepted by the vendor in toto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 23. | <b>Distribution of Documents</b>                 | Invoices and other original despatch documents in case of direct payment and advance copies of despatch documents in case of thro' Bank payments, shall be sent to the <i>Finance, Commercial &amp; Materials Deptt.</i> of NRL individually.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 24. | <b>Conflict among other Terms and Conditions</b> | In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular Purchase Order, the latter shall prevail to the extent applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 25. | <b>Non Assignment</b>                            | The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 26. | <b>Control Regulations</b>                       | Vendor shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 27. | <b>Govt. Policy</b>                              | The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE  
(PERFORMANCE)**

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This deed of Guarantee made this \_\_\_\_ day of \_\_\_\_ by \_\_\_\_ 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, G.S. Road, Christianbasti, 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.

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**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 1<sup>st</sup> 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 Bidder:**

- (i) MSE bidder must submit Notarized copy of MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the following body (or any other body specified by the Ministry of MSME):
  - National Small Industries Corporation (NSIC)
  - District industries Centers( DICs)
  - Coir Board
  - Khadi and Village Industries Commission(KVIC)
  - Khadi and Village Industries Board(KVIB)
  - Directorate of Handicrafts and Handloom
- (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.
- (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.

**B. Benefits Under The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012****1. 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](http://www.nrl.co.in), The Indian Government tenders information system [www.tenders.gov.in](http://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).

**2. 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.

### **3. Price preference for MSEs Bidder:**

#### **For Service Tender**

- 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.
- 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.

#### **For Procurement Tender**

- 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.

**Note:** Scan copy of Indemnity Bond and Notarized copy of MSE Registration documents (all the pages of the EM Acknowledgement – Part II Certificate to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid and Original/True copy to be submitted in a sealed envelope super scribed as - “Submission of Original Indemnity Bond & Original Notarized copy of MSE Registration document against Tender No: \_\_\_\_\_ dated \_\_\_\_\_ and to be send to the undersigned at the following address on or before bid submission close date. In absence of above documents, benefit to MSE will not be passed on to bidders.

- ii) 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.
- iii) 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 supply the item at the L1 price and on his refusal to accept the L1 price, opportunity shall be provided so on to the other MSEs.

[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,

General Manager (Commercial & Legal)  
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. **OC04000046/30.12.2016** for **'Supply of Refracory castables for CCU,NRL '** from our plant/factory situated at \_\_\_\_\_, if awarded to us; which is having MSE certification.

Thanking You,

Yours faithfully,

Signature :

Full Name :

Designation :

Date :

Company Seal:

**Enclo : EM-II Certificate [Part – II Memorandum]**

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