800001
Open Tender
785699 Numaligarh

REQUEST FOR QUOTATION

NRL REF : COL. No. : OC12000063/BOR
Date : 13.05.2016
RFQ number : 6100025952
Contact Person : Pranab Jyoti Sarma 03776-265534
Email ID : pranabjyoti.sharma@nrl.co.in
Quotation Due Date : 14.06.2016 TIME : 11:00 AM

Job Name: Laboratory consumables for three years on rate contract basis

Dear Sirs,

Please quote your lowest prices for the supply of materials as per details given below. The quotation shall show separately and clearly (without any corrections) the basic price, discount (%), 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.

Bids should be submitted separately in two parts, viz. PART I & PART II in sealed envelopes superscribed with the **COL.No. OC12000063** and nature of bid (priced or unpriced).

PART I: One copy of the UNPRICED BID, complete with Technical & Commercial details other than prices (i.e. identical to Part II with prices blanked out).

PART II: One copy of the PRICED BID, complete with Technical & Commercial details as above and with all price details giving break up of prices as noted above.

The two envelopes containing PART I & PART II of bids separately should be enclosed in a sealed & single envelope superscribed as "QUOTATION FOR NRL-OC12000063 DATED-13.05.2016 DUE DATE 14.06.2016 and sent to GM (Commercial & CC) on or before the due date. Quotations received after the due date will not be accepted. Also quote our Collective Number: **COL.No.-OC12000063** in all correspondences. One authorized representative of the bidder may remain present during the bid opening on the due date, time and venue.

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 alongwith 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.**

If not bidding, please return enquiry documents alongwith your regret letter within the due date. NRL reserves the right to make changes in the terms & conditions of purchase and to reject any or all bids without assigning any reason thereof.

Thanking you,

Yours faithfully,

For & on behalf of Numaligarh Refinery Limited

General Manager (Commercial)

RFQ number : 6100025952

Item	Material Code	Description	Order Qty	UoM
00010	Bathing soap (70 gms) 70gm each piece, Lux/Cinthol or equivalent .		2,400	Numbers
00020	Washing powder 1/2 kg pkt (for basin) 1/2 kg pkt,vim powder or equivalent.		450	Numbers
00030	Naphthalene balls (8 to 10 nos/ pkt) Small pkt,containing 8-10 balls,good quality.		250	Packets
00040	Disposable hand gloves,rubber,size 8'' Disposible (surgical/strile or equivalent)good quality . Size =8.		6,000	Numbers
00050	Surface cleaner (1/2 Lit) 1/2 lit bottle,collin or equivalent.		300	Numbers
00060	White Phenyl (1/2 Lit) 1/2 Lit, good quality		600	Numbers
00070	Tissue paper roll,(50x2 PLY) Tissue paper roll,(50x2 PLY)from recently manufactured batchs.		2,500	Numbers
00080	Absorbent Cotton Pharmasectical grade or equivalent.		100,000	g/mol
00090	Floor mats, 95 x 55 cm appx (grassmat) good quality ,grassmat type.		30	Numbers
00100	Black Phenyl (450 ml) 1/2 liter bottle.		300	Numbers
00110	Toilet cleaning brush Good quality.(Hand length 1 foot approx.)		10	Numbers
00120	Floor wiper Good quality,handle length 3 foot approx.		20	Numbers
00130	Nilon hose pipe 3/4 ins (length 25 m) Nilon hose pipe 3/4 ins (length 25 m approx)		10	Numbers
00140	Mosquito repellent refill pack Mosquito repellent refill pack. - (All out/Good Night/Mortin or equvalent quality)		100	Numbers
00150	Floor mats, 95 x 55 cm appx(jute) floor mat 95*55 cm approx ,made of jute ,thick ness 1 inch..		30	Numbers
00160	Detergent 1/2 kg ,Surf , Hanko etc 1/2 kg pkt, shurf,henko or equivalent		450	Numbers

RFQ number : 6100025952

Item	Material Code	Description	Order Qty	UoM
00170		Dust bin with cover,pedal bin(1 foot) Dust been should be open with foot.Cello,Milton or equivalent. equivalent.Approx 1 foot height).	30	Numbers
00180		Bucket 10-13 ltr,milton cello or equival 10-13 ltr. capacity .Milton ,cello or equivalent.	20	Numbers
00190		Odonil or equivalent,50 gms Odonil or equivalent	150	Numbers
00200		Toilet clener(1/2 lit bottle.) Herpic or equivalent.	180	Numbers
00210		Liquid hand wash(200 ml bottle.) 200 ml bottle.Dettol,Savlon ,lifeboy or equivalent.	450	Numbers
00220		Plastic flower tub Plastic flower tub .Height 1 foot approx good quality.	60	Numbers
00230		Mcosquito, spray (200 ml) Hit or equivalent ,Capacity 200 ml	50	Numbers
00240		Kitchen hand gloves PVC dotted Kitchen hand gloves ,size"8" (PVC dotted)	200	Numbers
00250		Mosquito replent machine with liquid Make :Goodnight/Allout or equivalent.	30	Numbers

The consumables shall be procured on annual rate contract for a period of three years .

ii) Procurement of following items for the use in the Quality Control department.

1. Bathing soap - Approx. 70gm each piece, Lux/Cinthol or equivalent quality.
2.Washing powder :1/2 kg pkt,vim powder or equivalent.
3. Naphthalene balls - Small pkt,containing 8-10 balls,good quality.
4.Rubber gloves :Disposible (surgical/strile or equivalent size =8.
5.Surface cleaner - 1/2 lit. bottle, Collin or equivalent
6. White phenyl - (1/2 Lit, good quality)
7. Tissue Paper rool:Tissue paper roll,(50x2 PLY) from the recently manufactured batches.
8.Absorbent cotton:Pharmasectical grade or equivalent.
9.Floor mat 95*55 cm approx.good quality ,grassmat type.
10.Black phenyl 1/2 lit bottle.
11.Toilet cleaning brush - Good quality brush,(Hand length 1 foot approx.
12.Floor wiper:Good quality,handle length 3 foot approx.
13.Nilon hose pipe:3/4 ins (length 25 m approx)
14. Mosquito repellent refill pack (All out/Good Night/Mortin or equvalent quality)
15.Floor mat :Floor mat 95*55 cm approx ,made of jute ,thick ness 1 inch.
16.Detergent 1/2 kg,shurf,henko or equivalent.
17.Dust been should be open with foot. Apprx 1 foot height.Cello,Milton or equivalent.
18.10-13 ltr. capacity .Milton ,cello or equivalent.
19:odonil or equivalent
20. Herpic or equivalent.
21.200 ml bottle.Dettol,Savlon ,lifeboy or equivalent.
22.Plastic flower tub .Height 1 foot approx.
23.Mosquito spray Hit/Allout or equivalent,capacity 200 ml.
24.Kitchen hand gloves size: 8 inch.(PVC dotted good quality)
25. Mosquito repellent machine with liquid - (All out/Good Night/Mortin or equvalent quality)

Year-wise requirement as stated below is indicative only and may vary depending upon User Function's actual requirement

Item no	Item	Quantity Requirement for three years	UOM	Requirement in Ist year	Requirement in 2nd year	Requirement in 3rd year
10	Bathing soap (70 gms)	2,400	NOS	800	800	800
20	Washing powder 1/2 kg pkt (for basin)	450	NOS	150	150	150
30	Naphthalene balls (8 to 10 nos/ pkt)	250	PKT	200	200	50
40	Disposable hand gloves,rubber,size 8''	6,000	NOS	2000	2000	2000
50	Surface cleaner (1/2 Lit)	300	NOS	100	100	100
60	White Phenyl (1/2 Lit)	600	NOS	200	200	200
70	Tissue paper roll,(50x2 PLY)	2,500	NOS	1000	1000	500
80	Absorbent Cotton	100,000	GM	40000	30000	30000
90	Floor mats, 95 x 55 cm appx (grassmat)	30	NOS	10	10	10
100	Black Phenyl (450 ml)	300	NOS	100	100	100
110	Toilet cleaning brush	10	NOS	5	3	2
120	Floor wiper	20	NOS	10	5	5
130	Nilon hose pipe 3/4 ins (length 25 m)	10	NOS	6	2	2
140	Mosquito repellent refill pack	100	NOS	50	25	25
150	Floor mats, 95 x 55 cm appx(jute)	30	NOS	15	5	5

160	Detergent 1/2 kg ,Surf , Hanko etc	450	NOS	150	150	150
170	Dust bin with cover,pedal bin(1 foot)	30	NOS	20	5	5
180	Bucket 10-13 ltr,milton cello or equival	20	NOS	10	5	5
190	Odonil or equivalent,50 gms	150	NOS	50	50	50
200	Toilet clener(1/2 lit bottle.)	180	NOS	60	60	60
210	Liquid hand wash(200 ml bottle.)	450	NOS	150	150	150
220	Plastic flower tub	60	NOS	50	5	5
230	Mcosquito, spray (200 ml)	50	NOS	20	20	10
240	Kitchen hand gloves PVC dotted	200	NOS	100	50	50
250	Mosquito replent machine with liquid	30	NOS	20	5	5

ANNEXURE "X"

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 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, 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).

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

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

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-split able or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the total tendered value to MSE, considering sprit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to 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.

Definition:

'NRL' means 'Numaligarh Refinery Limited'

'Vendor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.

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. Price Basis

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, (all in % age).

2. Firm Price

Quoted prices shall remain firm and fixed till complete execution of the order.

3. Payment Term

Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods."

4. Weights & Measurements

All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.

5. Qty. Tolerance

For Steel Items, 0.5% qty. tolerance for Weigh Bridge scale variation or, std. rolling tolerance (as applicable) for sectional weight measurements shall be permissible.

6. Transportation

Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope.

7. Despatch

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. Packing, Marking, Shipping & Documentation

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.

Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list.

Details given in the "Packing, Marking, Shipping and Documentation Specification for Indigenous Materials" - wherever enclosed with a Purchase Order, shall be strictly followed.

9. Test Certificate

Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished alongwith supplies.

In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.

10. Warrantee / Guarantee: The Vendor shall provide warrantee/guarantee to all the offered items as indicated under 'General terms & conditions'starting from the date of successful completion of commissioning. During warrantee /guarantee period if any item of the offered systems fails or performance of the offered systems are not satisfactory, vendor has to replace/rectify the same within 20 days from the date of intimation by NRL, without any financial implication to NRL including courier charges, transportation and taxes for supplying/bringing back for rectification of the spares/equipment upto NRL premises to be borne by the vendor.

11.Insurance Charges

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.Bank Charges

Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.

13.Offer Validity

The vendor's offer shall be valid for acceptance for a period of 120 days from the final due date of the enquiry.

14.Taxes & Duties

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.

Statutory variation in taxes & duties within the contractual delivery period shall be borne by NRL.

However, in case of delay on a/c of vendor, any new or additional taxes & duties imposed after the contractual delivery date shall be borne by the vendor.

NRL's CST Regd. No. : 18329903946 PAN No. : AAA CN 6984B
Excise Regd. No. : AAACN6984BXM001;
NRL#s VAT Regn No under Assam VAT : 18190032390
NRLs Service Tax Registration No : AAACN6984BST001

15.Delivery Period & Delayed Delivery

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.

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.

16.Repeat Order

Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.

17.Part Order

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.Changes in Terms & Conditions

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.Right of Rejection

NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.

20.Arbitration

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.Jurisdiction

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.Acceptance of Order

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.Distribution of Documents

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 Finance, Commercial & Materials Deptt. of NRL individually.

24.Conflict among other Terms and Conditions

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. Non Assignment

The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.

26. Control Regulations

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. Govt. Policy

The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.

NUMALIGARH REFINERY LIMITED
General Purchase Conditions (Imports)

Definition:

NRL means 'Numaligarh Refinery Limited'

"Vendor" means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.

Bankers: Unless otherwise specified, NRL's banker at Guwahati, Assam (India), shall be: State Bank of India, GMC Branch, Bhangagarh, Guwahati, Pin: 781005, Bank Code: 0077.

NRL's banker at Numaligarh, Assam (India), shall be: State Bank of India, NRL Complex, P.O. NR Project, Pin: 785699, Dist. Golaghat, Assam. Bank Code: 5377.

NRL's banker for currencies of other countries: State Bank of India, Guwahati Main Branch, MG Road, Panbazar, Guwahati, Assam, India, PIN - 781001, Fax No. +91 361 2515029 Tel. No. +91 361 2544264.

1. Price Basis:

Prices shall be quoted on FOB (FAS in case of USA) Port/Airport of Despatch,

The quoted prices must be inclusive of sea/air-worthy packing and forwarding charges, inland freight, loading, insurance and all taxes, duties, levies, bank charges, stamp duties etc. upto FOB Port/Airport of despatch.

Ocean/Air freight upto India, transit insurance, all taxes, duties, levies, bank charges, stamp duties etc. payable in India shall be borne by NRL.

2. Firm Price

The price quoted shall remain firm and fixed till complete execution of the order.

3. Payment Term

Unless otherwise agreed, the payment term shall be - 100% through irrevocable Letter of Credit against despatch documents through bank.

4. Performance Bank Guarantee (PBG)

PBG for 10% of Total Order Value (if required as per enquiry documents), shall be furnished as per proforma enclosed and shall be either through the branches of Indian Public Sector Banks operating in your country or counter guaranteed by the branches of these banks in your country.

The PBG shall be furnished alongwith acceptance copy of the Purchase Order and shall be valid till expiry of the guarantee period. Letter of Credit shall be established only after receipt of the acceptance copy of the Purchase Order alongwith the PBG (if applicable).

5. Delivery Period & Delayed Delivery

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.

In case of delay in execution of the order, NRL may at its option, recover from the vendor a 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.

6. Force Majeure

"Force Majeure" shall mean and be limited to the following: "War/Hostilities, Riot or Civil Commotion, Earthquake, Flood, Tempest, Lightning or other natural physical disaster, Strike or Lock-out (only those exceeding 10 continuous days in duration) affecting the performance of the vendor's obligations, Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order.

7. Weights & Measurements

All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.

8. Packing, Marking, Shipping & Documentation

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.

Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Port of Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of despatch documents and packing list.

Details given in the "Packing, Marking, Shipping and Documentation Specification for Imported Materials" - enclosed with a Purchase Order shall be strictly followed.

9. Inspection & Testing

The goods are to be inspected throughout the phases of production from raw material to finished product by vendor's own Works Inspector. Shipping documents in respect of each consignment should be accompanied by a certificate issued by Works Inspector indicating the tests conducted with results thereof as required under the relevant specifications as indicated in the Purchase Order.

In addition, NRL or NRL's authorised representative/agency shall have rights to thoroughly inspect and test the goods at every stage of progress till such time as the inspector may deem fit and to reject any or all goods which do not conform to the specification of the Purchase Order and the inspector's decision on every question of intent and meaning of specification shall be final and conclusive. The certificates issued by the said inspector to this effect shall form part of shipping documents and clearly indicate the tests conducted with the results thereof as required under the relevant specifications.

10.Warrantee / Guarantee:

The Vendor shall provide warrantee/guarantee to all the offered items as indicated under 'General terms & conditions'starting from the date of successful completion of commissioning. During warrantee /guarantee period if any item of the offered systems fails or performance of the offered systems are not satisfactory, vendor has to replace/rectify the same within 20 days from the date of intimation by NRL, without any financial implication to NRL including courier charges, transportation and taxes for supplying/bringing back for rectification of the spares/equipment upto NRL premises to be borne by the vendor.

11.Bill of Lading (BOL)/Airway Bill (AWB)

BOL/AWB shall be 'clean' made in favour of Numaligarh Refinery Limited or order of the bank (and not order of shipper) and the notify column should indicate Numaligarh Refinery Limited, Numaligarh, Assam, India.

Immediately after shipment, two non-negotiable copies of BOL/AWB shall be air-mailed to 'The Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi - 110001.'

12.Statutory Requirements

The following paragraph must be incorporated in the BOL/AWB and Invoices:

"The imports are covered under the Export and Import Policy 1997-2002. The items donot fall under the 'RESTRICTED ITEMS' of the Policy and hence no Import Licence is required. The items being imported also do not fall under the 'NEGATIVE LIST OF IMPORT' of the Policy."

13.Port/Airport Consignee

M/s Balmer Lawrie & Co. Ltd.,
A/c Numaligarh Refinery Limited,
21, Netaji Subhas Road,
Kolkata - 700001 (Fax No. 091-033-2204558)

NOTE: Vendor shall send two copies of shipping documents immediately after shipment by air-mail courier to the port consignee also apart from those sent to NRL.

14.Ultimate Consignee

M/s Numaligarh Refinery Limited,
Numaligarh Refinery Project Site, Numaligarh,
Dist. Golaghat (Assam), INDIA.

15.Shipping Documents

a) Negotiable BOL or AWB, as the case may be, evidencing shipment.
b) Invoice for Shipment.
c) Country of Origin Certificate from the Local Chamber of Commerce.

d) Packing List.
e) Certificate of Quality including Inspection Reports & Works Test Certificates.
f) Shipping Release from Inspector or Quality Surveillance Agency nominated by NRL for the purpose of Inspection (if applicable).
g) Certificate from the vendor certifying that in case of delay in delivery, price reduction for same have been applied in the invoices submitted for payment.

The vendor shall be responsible for making available to NRL the documents which are essential for arranging Customs Clearance in India. The vendor shall arrange through his banker to have the documents air-mailed to NRL's banker without any delay.

If NRL incurs extra expenditure by way of penalty payable to the Port Trust Authorities in India or any other such expenditure due to delay in receipt of shipping documents, the vendor shall be responsible for making good such extra expenditure incurred by NRL.

16. Distribution of Documents

Invoices and other original despatch documents in case of direct payment by NRL or, advance copies of despatch documents in case of thro' Bank payments, shall be sent to the Commercial & Materials Deptt. of NRL, whose address as shown elsewhere in the document.

17. Submission of Drawings/Documents

In all drawings/documents sent for NRL's approval before delivery, the nominal value must be declared in the invoices along with the following certification:
i) The drawings/documents have no commercial value.
ii) Value declared is for customs purposes only.
iii) Drawings are sent for checking and shall be returned back.

In all drawings/documents sent subsequently, either of the following actions is to be taken:
i) All final drawings/documents to be sent alongwith consignments and incorporated in the packing list/invoices alongwith a declaration that the value of the documents is included in the value of the equipment.
ii) All final drawings/documents to be sent separately after the delivery of equipment with nominal value declared in the invoices alongwith the following certification:

a) Drawings/documents have no commercial value.
b) Value declared is for customs purposes only.

18. Repeat Order

Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.

19. Part Order

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.

20. Changes in Terms & Conditions

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 by NRL.

21.Conflict among other Terms and Conditions

In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular order, the latter shall prevail to the extent applicable.

22.Non Assignment

The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.

23.Arbitration

In case of any question, dispute or difference whatsoever arising between NRL and vendor, it shall be endeavoured to settle the same amicably, failing which either party may forthwith give to the other notice in writing on the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators - one to be nominated by NRL and the other by the vendor or, in the case of the said arbitrators not agreeing, then to the adjudication of an Umpire to be appointed by the arbitrators. The award of the arbitrators, or in the event of their not agreeing that of the Umpire shall be final and binding on the parties and the provisions of the Indian Arbitrtion and Conciliation Act, 1996 and the Rules thereunder and any statutory modification thereof shall be deemed to apply and be incorporated in the order. The venue of such Arbitration shall be Guwahati, Assam, India.

Upon every such reference, the cost of and incidental to the reference and award respectively shall be at the discretion of the Arbitrator or of the Umpire as the case may be, who may determine the amount thereof and direct the same to be taxed as between solicitor and client, or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the order shall be continued by the vendor during the Arbitration proceedings, unless otherwise directed in writing by NRL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or by the Umpire as the case may be, save as those which are otherwise expressly provided in the order, no payment due payable by NRL shall be withheld on account of such arbitration proceedings unless it is the subject matter thereof.

24.Spare Parts

Before going out of production of the spare parts, the vendor shall give adequate advance notice to NRL so that NRL may order requirements, if it so desired.

Further, the vendor shall guarantee that in the event of going out of production of spare parts, the blue prints, drawings of spare parts and specification of materials shall be furnished at no extra cost to NRL in order to enable NRL fabricate or procure the spare parts from other sources.

The provision of the above clause shall remain effective and binding upon the vendor till the plant/machinery/equipment/instrument supplied under the order is in use by NRL.

25.Offer Validity

The vendor's offer shall be valid for acceptance for a period of 3 months from the final due date of the enquiry.

26.Service applicable with procurement

Service ortion like Erection/ Installation/ supervision/ Testing/ Trial Run/ Commissioning/ Training/ after sales service etc. wherever applicable with the procurement, shall be quoted separately by overseas vendor. If the service portion is to be done by any Indian counterpart, it shall be quoted only in Indian rupees. A separate service PO shall be placed on the Indian Counterpart for the service portion.

27. Indian Agent

An Indian Agent cannot represent two foreign suppliers or quote on their behalf in a particular tender.

Agency Commission if applicable should be mentioned separately and will be paid only after registration with DGS&D, New Delhi. The commission payable to the Indian agents of foreign suppliers should be made only in Indian Currency.

28. Tax Residency Certificate:

Bidder shall claim Tax relief under DTAA(i.e Double Taxation Avoidance Agreement): Yes/ No

If Yes, Tax Residency Certificate : Furnished/not furnished
(in case Tax residency certificate is not provided, prices will be loaded as per applicable witholding rates for evaluation of offers)

29. In case of import as third party and offering Cenvat credit on CVD and SAD, please confirm that you are registered under Central Excise Rules 2002 in terms of Notification No. 17/2013-CX.,(N.T) Dt. 31.12.2013 & Notification No. 18/2013-CX.,(N.T) Dt. 31.12.2013: Confirmed/ Not confirmed
(Incase of not-confirming the requirement, Cenvat offered by the bidder shall not be considered for evaluation for L1 Bidder)

NUMALIGARH REFINERY LIMITED
Agreed Terms & Conditions (Indigenous)

Bidder M/s ____________________ RFQ No. ________________.

Offer Ref. ____________________ Signature____________.

Tel. No. ________________________ Name ____________.

Fax No. ________________________ Official Seal _______.

This Questionnaire must be duly filled in and should be returned alongwith each copy of Unpriced-Bid. Clauses confirmed hereunder should not be repeated in the Bid. All the Commercial terms & conditions should be indicated in this format only. If required, details including deviation to General Purchase Conditions (Indigenous), if any, should be indicated as an Annexure to this questionnaire.

TECHNICAL

1. Confirm acceptance of Technical Specifications including General/Technical notes and scope of supply as per the 'Request for Quotation' (RFQ)

2. In case of deviations, confirm that same has been highlighted separately.

3. Confirm that data sheets/technical questionnaire duly filled in are attached wherever required.

4. Confirm that Spare Parts list wherever required, with itemwise prices have been submitted for 'Mandatory Spares', 'Commissioning Spares' and 'Recommended Spares for 2 years normal operation'.

COMMERCIAL

1. It is noted that deviation to these terms and conditions shall lead to loading of prices or rejection of offer.

2. Indicate despatch point and mode of despatch of goods.

3. Confirm that quoted prices are based on FOR/FOT despatch point including Packing & Forwarding (P&F) charges.

4. If quoted on Ex-Works basis, indicate P&F charges (in terms of % age of Basic Price).

5. Indicate separately firm freight charges upto FOT destination point - NRL Site, Numaligarh, Dist. Golaghat, Assam (in terms of % age of Basic Price).

6. Indicate whether transit insurance is included or excluded from the quoted prices. If included, indicate %age rebate from the quoted prices for excluding the same.

7. It is noted that statutory variation in taxes and duties within the contractual delivery period shall be borne by NRL.

8. Indicate rate of Sales Tax payable extra:

i) CST without 'C' Form.

ii) CST with 'C' Form.

iii) Local Sales Tax (AGST).

9. Indicate present rate of Excise Duty (ED) applicable on the offered Items as well as Spares and specify whether ED is included or excluded from the quoted prices.

10. If there is any variation in ED at the time of supplies for non- statutory reasons, including turnover, confirm that same will be borne by you.

11. If ED is presently not applicable, confirm whether the same will be borne by you, in case it becomes leviable later.

12. In case clause nos. 10 & 11 above, are not acceptable, please advise maximum possible rate of ED chargeable to NRL for the Items & Spares.

13. Confirm that in case of delay on your account, any new or additional taxes and duties imposed after the contractual delivery period shall be to your account.

14. Confirm acceptance of the Price Reduction Schedule as specified in General Purchase Conditions (Indigenous) for delay in deliveries

15. Indicate firm Delivery Period - which will be counted from the date of placement of order. Date of LR/GR shall be considered as the delivery completion date.

16. Confirm acceptance of the relevant Payment Term specified in 'GPC (Indigenous)'/attached documents to the 'RFQ'.

17. Confirm that quoted prices shall remain firm and fixed till complete execution of the order.

18. Confirm that Performance Bank Guarantee (if required as per enquiry documents) shall be furnished for 10% of the Total Order Value valid till the guarantee period of goods.

19. Confirm your acceptance to enter into an agreement with NRL for Annual Maintenance Contract (if specified in the enquiry documents) for at least 3 years after expiry of the guarantee/warranty period of goods.

Confirm that AMC charges in terms of %age (if applicable) have been indicated separately in your Priced-Bid.

20. In case of IBR items, confirm that quoted prices are inclusive of IBR/all other testing charges required as per the enquiry documents. If excluded, please indicate the charges in %age of Basic Price only.

21. Confirm acceptance of Part Order. However, the quantity 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.

22. Confirm acceptance of Repeat Order within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.

23. All other terms and conditions shall be as per NRL's 'General Purchase Conditions (Indigenous)' and other documents attached with the RFQ. Confirm compliance.

24. All terms and conditions have been indicated in this format including an Annexure (if required) and shall not be

repeated in the bid elsewhere. It is noted that terms and conditions indicated elsewhere shall be ignored. Confirm compliance.

25. Confirm that the offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry.

NUMALIGARH REFINERY LIMITED
Agreed Terms & Conditions (Imports)

Bidder M/s .... RFQ No. ....

Offer Ref.: .... Signature ....

Tel. No. .... Name ....

Fax No. .... Official Seal ....

This Questionnaire must be duly filled in and should be returned along with each copy of Unpriced-Bid. Clauses confirmed hereunder should not be repeated in the Bid. All the Commercial terms & conditions should be indicated in this format only. If required, details including deviation to General Purchase Conditions (Import), if any, should be indicated as an Annexure to this format. All correspondence must be in ENGLISH language only.

TECHNICAL

1. Confirm acceptance of Technical Specifications including General/Technical notes and scope of supply as per the RFQ.

2. In case of deviations, confirm that same has been highlighted separately.

3. Confirm that data sheets/technical questionnaire duly filled in is attached wherever required.

4. Confirm that Spare Parts list wherever required, with item wise FOB prices have been submitted for 'Mandatory Spares', 'Commissioning Spares' and 'Recommended Spares for 2 years normal operation'.

5. Confirm that complete technical literature/catalogue have been submitted along with your offer.

6. Confirm that Utility requirements, wherever applicable, are mentioned in your offer.

COMMERCIAL

1. It is noted that deviation to these terms and conditions shall lead to loading of prices or rejection of offer.

2. Indicate despatch point and mode of despatch of goods.

3 Confirm that your Priced-Bid contains firm unit and total prices SEPARATELY on FOB (FAS in case of USA) port/airport of despatch.

4. Confirm that seaworthy packing suitable for export, forwarding, inland freight, loading (on ship or plane) and all taxes, duties, levies, bank charges, stamp duties etc. payable upto the FOB port/airport of despatch are included in

your quoted prices.

5. Confirm that ocean-freight/air-freight, transit insurance beyond the FOB port of despatch, all taxes, duties, levies, bank charges, stamp duties etc. payable in India are excluded from your quoted prices.

6. Confirm that quoted prices shall remain firm and fixed till complete execution of the order.

7. Indicate firm FOB Delivery Period from the date of placement of Purchase Order.

8. Confirm that item-wise, model no., manufacturer's name and addresses are indicated in your offer.

9. Indicate Country of Origin of goods.

10. Confirm that that the quoted prices are in the Currency of Country of Origin of goods.

11. Confirm that item-wise specific charges for 3rd Party Inspection like Lloyd's or other agency (if required as per enquiry documents) have been quoted in the Priced-Bid.

12. Confirm that goods supplied by you shall be guaranteed for performance as per General Purchase Conditions (Imports).

13. Confirm acceptance of 100% payment through irrevocable Letter of Credit against despatch documents through bank.

14. Confirm that Performance Bank Guarantee (if required as per enquiry documents) shall be furnished for 10% of the Total Order Value valid till the guarantee period of goods.

15. Letter of Credit shall be opened through a Govt. of India bank and hence need not be confirmed. However, if you still insist, confirmation charges shall be to your account. Confirm compliance.

16. Confirm that Customer references are given in your offer.

17. Indicate weight of the goods (net & gross).

18. Confirm acceptance of the Price Reduction Schedule as specified in General Purchase Conditions (Imports) for delay in deliveries. (It may be noted that Liquidated Damage or Penalty are not acceptable).

19. Confirm acceptance of Part Order. 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.

20. Confirm acceptance of Repeat Order within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.

21. All other terms and conditions shall be as per "General Purchase Conditions (Imports)" and other documents attached with the RFQ. Confirm compliance.

22. All terms and conditions have been indicated in this format including an Annexure (if any) and shall not be repeated in the bid elsewhere. It is noted that terms and conditions indicated elsewhere shall be ignored. Confirm compliance.

23. Indicate name and address of your bankers.

24. Confirm that the offer shall be valid for acceptance for a period of 3 months from the final due date of the enquiry.