



NUMALIGARH REFINERY LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
NRL COMPLEX, NUMALIGARH,
Dist : GOLAGHAT, ASSAM 785699
Tel.: 03776-265413 Fax : 03776-265514



800001
NRL Open Tender
785699 Golaghat

REQUEST FOR QUOTATION

NRL REF : COL. No. : OC09000128/RAJ
Date : 09.08.2016
RFQ number : 6100026156
Contact Person : Raja Ahmed 03776-265439
Email ID : raja.ahmed@nrl.co.in
Quotation Due Date : 30.08.2016 TIME : 11:00 AM

Job Name: Supply of refrigerator at NRL(COMM/C09/3624).

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. OC09000128** 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-OC09000128 DATED-09.08.2016 DUE DATE 30.08.2016 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.-OC09000128** 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 : 6100026156

Item	Material Code	Description	Order Qty	UoM
00010	Refrigerator, 250 Ltr		1	Numbers

VENDOR TO CONFIRM THE FOLLOWING IN THEIR OFFER:

A] TECHNICAL (any specific details pertaining to the requirement will be mentioned herein):

Capacity : 250 Litre

Make : Any brand with ISI mark.

B] COMMERCIAL: OFFER(S) NOT COMPLYING TO NRL'S TERMS & CONDITIONS (CHIEFLY TERMS FOR "PAYMENT", "TRANSPORTATION & INSURANCE" AND "DELIVERY TIME") MAY BE SUMMARILY REJECTED.

i) Prices shall be quoted on FOR NRL Site, Numaligarh basis including P&F charges, freight and transit insurance, showing break-up of taxes, duties & other charges (in terms of %).

ii) Following break-up / data shall be clearly mentioned in the offer:

Price basis: _____

Packing & Forwarding charges, if any: _____

Present rate of Excise Duty (E Cess, Sec E Cess) applicable on the offered items:

Whether excise duty paid gate pass to be furnished for availing CENVAT benefit by NRL. Please confirm:

Present rate of Sales Tax, extra: _____

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

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.

Please quote your freight and insurance charges separately.

Any Other taxes, duties, charges: _____

Confirm acceptance of NRL's standard payment term: 100% payment within 30 days from the date of receipt and acceptance of consignment or 30 days of receipt of invoice , which ever is later.

Please note that in case payment is delayed beyond 30 days after receipt of all necessary documents/consignments as per PO terms & conditions, NRL shall pay interest @ 8% per annum on the delayed amount to the vendor.

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 _____

OFFER FROM SUB-VENDOR: Offers from a sub-vendor shall be acceptable only if the sub-vendor is an authorized stockist/dealer of the main RFQ vendor with facility for after sales service. Authorization letter from the

main vendor and Dealership Certificate shall be enclosed alongwith the offer.

REASONABILITY OF PRICE: CONFIRMATION SHALL BE FURNISHED TO THE EFFECT THAT PRICES QUOTED FOR NRL ARE NOT HIGHER IN ANY RESPECT THAN YOUR QUOTED/AGREED PRICES WITH ANY OTHER PSU AND IN CASE OF DEALERS, THAT YOUR PRICES ARE AS PER MANUFACTURER'S PRICE LIST (PRICE LIST TO BE FURNISHED).

COPIES OF PO PLACED BY OTHER PSU/GOVT. AGENCIES FOR SIMILAR ITEMS SHALL BE FURNISHED ALONG WITH THE OFFER TO JUSTIFY THE REASONABILITY OF QUOTED PRICE.

D] OTHERS:

SHELF LIFE ITEMS: Please identify & indicate the Shelf Life of the items clearly in the offer.

WARRANTY/GUARANTEE: _____

DELIVERY PERIOD: Please quote your earliest delivery period which shall be counted from the date of placement of order: _____

DELAYED DESPATCH & PRICE REDUCTION : The despatch period 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

Please note that evaluation shall be item-wise (if applicable) and part order may be placed.

Validity of your offer: _____

CATALOGUES ETC.: Relevant catalogues/literatures/drawings for the offered items shall be enclosed with the offer.

STATUTORY/LEGAL REQUIREMENTS: IT IS MANDATORY ON THE PART OF THE VENDOR TO FURNISH AN UNDERTAKING TO CONFIRM THAT THEY HAVE BEEN FOLLOWING ALL LEGAL / STATUTORY REQUIREMENTS AT THEIR END. THIS UNDERTAKING MUST ACCOMPANY THE CHALLANS (IN CASE OF DIRECT SUPPLY / DESPATCH DOCUMENTS (IN CASE OF PAYMENT THROUGH BANK), AS THE CASE MAY BE, WITHOUT WHICH THE MATERIALS ARE LIABLE FOR REJECTION.

TERMS AND CONDITIONS: The 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.

TRANSPORTER : The following transporters have their office at/around nearby places of Numaligarh:

1. M/s Associated Road Carriers Limited.

SSI UNIT: 'SSI' units shall enclose an authenticated SSI certificate.

TENDERS FROM MICRO AND SMALL ENTERPRISES (MSE):

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. 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.

B. Price preference for MSEs Bidder:

i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.

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.

C. Exemption of Earnest Money Deposit (EMD) from MSEs Bidder:

i) Tenders shall be provided free of cost and tender documents are downloadable from the Central Public Procurement Portal (CPP) <http://eprocure.gov.in/eprocure/app> or same can be obtained from NRL & Govt. websites and the office of General Manager (Commercial & Legal), Numaligarh Refinery Limited.

ii) MSE units qualifying as at (A) above shall be exempted from paying of EMD.

QUALITY POLICY & HEALTH, SAFETY AND ENVIRONMENT POLICY OF NRL: Enclosed.

SPECIAL NOTE :

1. Despatch shall be made through NRL's approved transporter (to be specified in the order) only.
2. The Freight Charge shall be paid to the Authorised Transporter only as per NRL's Rate Contract with them.

3. IT IS MANDATORY ON YOUR PART TO FURNISH AN UNDERTAKING TO CONFIRM THAT YOU ARE FOLLOWING ALL LEGAL / STATUTORY REQUIREMENTS AT YOUR ENDS.

4. In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list apart from other penal actions as deemed fit by NRL

Please note that failure to comply with above may lead to return of Bank Document / rejection of supply.

"In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL".

OPENING OF TENDER : NRL RESERVES THE RIGHT TO DEFER THE DATE/TIME OF OPENING OF THE OFFER, WITHOUT ASSIGNING ANY REASON THEREOF.

If not bidding, kindly fax your regret letter.

Fax. No. 03776 - 265514

To,

Commercial Department
NRL site, Pin - 785699

I/WE REGRET TO PARTICIPATE IN THE ABOVE BID (RFQ NO..... DATED) DUE TO OUR
PRESSED ASSIGNMENTS.

Date:

Signature

Place:

Name and Address

NUMALIGARH REFINERY LIMITED
General Purchase Conditions (Indigenous)

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. Guarantee

Vendor shall guarantee NRL against any and all defects in design, workmanship of material and performance for a period of 12 months from the date of commissioning/installation or 24 months from the date of last despatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation.

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 90 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
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.