

**NUMALIGARH
REFINERY
LIMITED**



A GOVERNMENT OF INDIA UNDERTAKING

TENDER DOCUMENT

FOR

**“SUPPLY OF QUALITY CONTROL LAB EQUIPMENT & CONSUMABLES
AT NRL”**

Tender No. OC12000084/ASH

PART – I: UN-PRICED BID

PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED

(A Govt. of India Enterprise)



NUMALIGARH REFINERY LIMITED
NOTICE INVITING TENDER (NIT)

1. Numaligarh Refinery Limited (NRL) invites ONLINE bid (E-tender) from competent and experienced suppliers under two bid system (Part-I: Techno-commercial part and Part-II: Price Part) with sound technical and financial capabilities fulfilling the Pre- Qualification Criteria (PQC) of the tender document for the following item:

SUPPLY OF QUALITY CONTROL LAB EQUIPMENT & CONSUMABLES AT NRL: GROUP I,II & III	
(Tender No : OC12000084/ASH)	
Tender Publish Date	07-09-2018 at 16-00 Hrs.
Tender document download end date & time	27-09-2018 at 11-00 Hrs.
Pre-bid Meeting	Not applicable
Bid Submission end date & time	27-09-2018 at 11-00 Hrs.
Bid opening date & time (Technical Bid):	28-09-2018 after 11-00 Hrs.
Tender Withdrawal Time End Date :	10-09-2018 at 10-00 Hrs.

- All amendment, corrigendum, addendum, extension of due date, etc. shall be uploaded in website (<http://eprocure.gov.in/eprocure/app>) only.

1. SUBMISSION OF E-BID:

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

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

Note:

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

2. PRE-QUALIFICATION CRITERIA (PQC) FOR BOTH GROUP I ,II & III:

- The quoted equipment should be of latest proven one of vendor's product range as on date of submission of offer. No refurbished or custom built system will be accepted. Vendor to submit a satisfactory performance certificate (Min. 2 years) of offered items for similar applications in oil industries/Laboratories along with the offer. If required vendor to give demonstration at nearby place where instrument is installed.
- The Vendor shall have supplied at least 2 similar instruments of same or advanced specification as called for in this tender within the period of last 5 years.

3. **EVALUATION OF THE TENDER:** Tender shall be evaluated on 'OVERALL LOWEST OFFER BASIS' for each Group I, II & III. Comparison shall be made against the Final Landing Costs at NRL Site for each Groups I, II & III.

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

- a) Documents in support of PQC.
- b) For indigenous bidder, PAN No., GST registration number allocation certificate, Registration certificate /Trade license certificate/ Enlistment certificate / Incorporation certificate in any Govt. deptt. / Statutory body / PSU shall be submitted.
Such other certificates if any as defined in the ITB
Copy of partnership deed in case of partnership firm, Memorandum and Article of Association in case of limited company, ownership certificate in case of sole of proprietary 9 firm and Power of Attorney in favour of authorized signatory in case the firm is not a proprietary firm.
- c) Tender document and copies of all techno-commercial amendments/addendums/corrigendum issued(if any), duly signed and stamped on each page as a token of having received and read all parts of the tender document and having accepted and considered the same in preparing their bid along with Agreed Terms & Conditions (ATC). The commercial terms & conditions should not be repeated in the offer.
- d) In case bidder (Indigenous) is Micro & Small Enterprise (MSE), EM-II Certificate & Indemnity Bond as per clause no. 8 of this NIT.
- e) Duly signed & stamped copy of (i) Technical Compliance Sheet, (ii) Deviations (if any) etc.
- f) OEM Authorization letter (if Applicable).
- g) List of deviations from NRL technical specification, if any. Bidder should also provide nil deviation statement in the offer in case no technical deviation.

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

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

IMPORTANT NOTE:

- (i) ***Bidder to quote Unit Price i.e. FOR NRL Site for Indian bidder & FOB port upto Kolkata for foreign bidders. Taxes, Duties, all other charges (i.e. P&F, Freight, TPI/ IBR Charges) in online BoQ/Priced Bid in "XLS" format strictly as per instructions provided. Charges quoted elsewhere shall be ignored and will not be taken into consideration.***
- (ii) *Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left blank or =0 (zero) in the online priced bid (BoQ) shall be deemed to be inclusive in the quoted price.*
- (iii) *Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.*

NOTE TO INDIGENOUS BIDDERS:

The Government of India vide letter No. J-25011/31/2018-Gen dtd. March, 2018 (Ministry of Petroleum & Natural Gas) and Office Memorandum no. F.5/4/2018-PPD dated 28th February, 2018 (Ministry of Finance) has mandated that declaration of Udyog Aadhaar Memorandum (UAM) numbers by the vendors on CPPP (i.e. eTenders submitted through www.eprocure.gov.in portal) will be mandatory with effect from 01-04-2018. **The bidders who fail to declare UAM number on the CPPP shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME, for tenders invited electronically through CPPP.**

In case, UAM number of such bidder is not available on the CPPP, no benefits shall be given to such bidders and in case such bidder have not submitted EMD and availed EMD exemption, such bidder shall be rejected for further evaluation.

5. TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):

With reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006, which came into effect from 1st April, 2012. The Ministry of MSME published an order known as Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 under which Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

(A) Qualifying Criteria for MSEs vendors:

- (i) MSE bidder must submit a copy of Udyog Aadhaar Memorandum* .
- (ii) The MSE registration shall be valid as on date of placement of order
- (iii) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.

* In case bidder submits the UAM No. in the bid but same is not declared on the CPPP, such bidder will not be eligible to claim benefits.

(B) Benefits Under The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012:**a. Issue of Tender Sets Free of Cost**

Tenders shall be provided free of cost and tender documents are downloadable from NRL Website www.nrl.co.in, The Indian Government tenders information system www.tenders.gov.in or Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app> or can be obtained from the Office of General Manager (Commercial & Legal).

b. Exemption from payment of EMD (Earnest Money Deposit)

MSE units qualifying as at (A) above shall be exempt from paying EMD if EMD is applicable against the tender.

c. Price preference for MSEs Bidder:

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

Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.

In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity)

- ii) In case of tender item is non-splittable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the total tendered value to MSE, considering spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

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

- (I) Indemnity Bond (on Rs. 100 Stamp Paper) stating that "The Bidder" shall offer and supply the entire tender quantity from the plant (situated at _____ Plant Address _____), which is having MSE Certification.
- (II) The MSE Registration shall be valid as on date of placement of order.
- (III) The registration must be for the items /services relevant to the tendered items /services.
- (IV) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

Note: Scan copy of Notarized copy of MSE Registration documents (all the pages of the UAM Certificate to be uploaded by the bidder along with their un-priced (Techno-Commercial) bid.

6. SPECIAL NOTE TO THE BIDDERS:

The requirement of prior turnover as per above mentioned Tender and prior experience will be relaxed if the bidder is Micro and Small Enterprise or Startup and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

This relaxation of prior turnover and prior experience will not be applicable for items related to public safety, health, critical security operation and equipment etc. wherever adequate justification exist

7. GENERAL:

- i) Bidder should not be under liquidation, court receivership or similar proceedings. Bidder to submit the self certificate in this regard.
- ii) Agencies submitting their bids shall not be on Holiday list of NRL.
- iii) Consortium/Joint venture bids shall not be accepted.

- iv) Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- v) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list/ black list apart from other penal actions as deemed fit by NRL.
- vi) NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids without assigning any reason thereof.

Date: 07-09-2018

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

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

BILL OF QUANTITY (BOQ) & UN-PRICED BID

Tender No. OC12000084: SUPPLY OF QUALITY CONTROL LAB EQUIPMENT & CONSUMABLES AT NRL: GROUP I,II & III

Sl. No.	Group Name	Item Code	Item Description	UoM	Qty.	Un-priced Bid (Quoted/ Not Quoted)
10	Group I	L-EQP-ELECBALANCE	L-EQP-ELECBALANCE Electronic Analytical balance(220 gm) 3 Numbers Supply and Installation of Electronic Analytical balance(220 gm)	Nos.	3	
20		Post warrantee AMC (3 years)				
		Normal visit: Preventive Maintenance Service: Preventive maintenance is an off-line maintenance of the equipment without disturbing normal laboratory operation. Details of services under preventive maintenance are as follows: A) Checking the general operation & operating condition of the equipment. B) Calibration of the equipment and submission of calibration report. C) General healthiness checks of various important components and cards: Service Engineer will check general healthiness of the equipment using his service tools according to servicing procedure. D) Investigation of the problems reported by NRL: The problems highlighted by NRL during the visit and hidden problems identified by Service engineer to be investigated. Vendor engineer will take appropriate / remedial steps for resolving these problems. E) Replacement of defective parts. : As per requirement if any part is to be replaced and subject to availability of the part & work permit the same has to be replaced. F) After completion of servicing, service engineer will demonstrate the performance of the equipment to the satisfaction of NRL. G) Report: A detail report on jobs carried out, observations and recommendations to be submitted by the vendor upon completion of each visit. H) The vendor shall also offer suggestions for better performance of the equipment.		Visit	6	
		SOS visit : Emergency Maintenance Service (SOS): As a part of this AMC, vendor shall be liable to provide emergency visits during the AMC period as and when situation warrants. To attend any emergency situation reported by NRL, vendor shall mobilize their experts to NRL site within 72 hrs. of intimation. The jobs to be carried out during emergency visit shall be of same nature as in normal visits. Each emergency visit shall be convertible to preventive maintenance visit and vice versa.		Visit	3	
30	Group II	L-EQP-AUTOD86-18	Atm. Distillation analyser, Automatic Manufacturing, supply, installation, testing & commissioning of a high precision, fully microprocessor controlled automatic Distillation Unit, confirming to ASTM D 86 (Groups 1,2,3 & 4),IP-123, IS 1448(P:18).	NOS	3	

40		L-EQP-AUTD86-FLASK	Auto. D-86, Atm. Distn. flask 125 ml Auto. D-86, Atm. Distn. Analyser flask 125 ml	NOS	60	
50		L-EQP-AUTD86-CYLB	Auto. D-86, Meas. Cylinder 100 ml base Auto. D-86, Measuring Cylinder 100 ml base	NOS	4	
60		L-EQP-AUTD86-CYL	Auto. D-86, Measuring Cylinder tube Auto. D-86, Measuring Cylinder tube	NOS	40	
70		L-EQP-AUTD86-CLEN	Auto. D-86, Condenser cleaner Auto. D-86, Condenser cleaner	NOS	10	
80		L-EQP-AUTD86-50MM	Auto. D-86 Heat. baseplate 50mm opening Auto. D-86, Heater baseplate with 50 mm opening	NOS	6	
90		L-EQP-AUTD86-38MM	Auto. D-86 Heat. baseplate 38mm opening Auto. D-86, Heater baseplate with 38 mm opening	NOS	6	
100		L-EQP-AUTD86-PROBE	Auto. D-86 Vapor probe with certificate Auto. D-86, Vapor probe with calib. certificate	NOS	3	
110		L-CRM-D86-MOTGAS	D-86, CRM with Certificate-Gasolene Certified Reference Material(CRM) with Certificate- Motor Gasolene, (i)Traceable to NIST, UKAS, or ISO/IEC/17025(ii) Details of Uncertainty of measurement(iii) Test method : confirming to ASTM D 86 (Groups 1,2,3 & 4), IP-123, IS 1448(P:18).	Milliliter	500	
120		L-CRM-D86-KEROSENE	D-86, CRM with Certificate-Kerosene Certified Reference Material(CRM) with Certificate-Kerosene, (i)	Milliliter	500	

			Traceable to NIST, UKAS, or ISO/IEC/17025(ii) Details of Uncertainty of measurement(iii) Test method : confirming to ASTM D 86 (Groups 1,2,3 & 4), IP-123, IS 1448(P:18).			
130		L-CRM-D86-DIESEL	D-86, CRM with Certificate-Diesel Fuel Certified Reference Material(CRM) with Certificate-High Speed Diesel (i) Traceable to NIST, UKAS, or ISO/IEC/17025(ii) Details of Uncertainty of measurement(iii) Test method : confirming to ASTM D 86 (Groups 1,2,3 & 4), IP-123, IS 1448(P:18).	Milliliter	500	
140		PWAMC (3 years) - Auto Distillation				
		Normal visit Preventive Maintenance Service: Preventive maintenance is an off-line maintenance of the equipment without disturbing normal laboratory operation. Details of services under preventive maintenance are as follows: A) Checking the general operation & operating condition of the equipment. B) Calibration of the equipment and submission of calibration report. C) General healthiness checks of various important components and cards: Service Engineer will check general healthiness of the equipment using his service tools according to servicing procedure. D) Investigation of the problems reported by NRL: The problems highlighted by NRL during the visit and hidden problems identified by Service engineer to be investigated. Vendor engineer will take appropriate / remedial steps for resolving these problems. E) Replacement of defective parts. : As per requirement if any part is to be replaced and subject to availability of the part & work permit the same has to be replaced. F) After completion of servicing, service engineer will demonstrate the performance of the equipment to the satisfaction of NRL. G) Report: A detail report on jobs carried out, observations and recommendations to be submitted by the vendor upon completion of each visit. H) The vendor shall also offer suggestions for better performance of the equipment.		Visit	6	
		SOS visit : Emergency Maintenance Service (SOS): As a part of this AMC, vendor shall be liable to provide emergency visits during the AMC period as and when situation warrants. To attend any emergency situation reported by NRL, vendor shall mobilize their experts to NRL site within 72 hrs.		visit	3	

		of intimation. The jobs to be carried out during emergency visit shall be of same nature as in normal visits. Each emergency visit shall be convertible to preventive maintenance visit and vice versa.				
150		L-EQP-ABELFLAUTO	Flash point Analyser(Abel), Automatic			
160	Group III	PWAMC (3 years) - Auto Flash point Abel				
		Normal visit Preventive Maintenance Service: Preventive maintenance is an off-line maintenance of the equipment without disturbing normal laboratory operation. Details of services under preventive maintenance are as follows: A) Checking the general operation & operating condition of the equipment. B) Calibration of the equipment and submission of calibration report. C) General healthiness checks of various important components and cards: Service Engineer will check general healthiness of the equipment using his service tools according to servicing procedure. D) Investigation of the problems reported by NRL: The problems highlighted by NRL during the visit and hidden problems identified by Service engineer to be investigated. Vendor engineer will take appropriate / remedial steps for resolving these problems. E) Replacement of defective parts. : As per requirement if any part is to be replaced and subject to availability of the part & work permit the same has to be replaced. F) After completion of servicing, service engineer will demonstrate the performance of the equipment to the satisfaction of NRL. G) Report: A detail report on jobs carried out, observations and recommendations to be submitted by the vendor upon completion of each visit. H) The vendor shall also offer suggestions for better performance of the equipment.		Visit	6	
		SOS visit : Emergency Maintenance Service (SOS): As a part of this AMC, vendor shall be liable to provide emergency visits during the AMC period as and when situation warrants. To attend any emergency situation reported by NRL, vendor shall mobilize their experts to NRL site within 72 hrs. of intimation. The jobs to be carried out during emergency visit shall be of same nature as in normal visits. Each emergency visit shall be convertible to preventive maintenance visit and vice versa.		Visit	3	

Note: Basis of Evaluation “GroupWise” lowest one basis. Comparison shall be made against the Final Landing Costs at NRL Site.

Group I comprises item nos. 10, 20

Group II comprises Item nos. 30,40,50,60,70,80,90,100,110,120,130,140.

& Group III comprises Item nos. 150,160

As such, bidders have to quote for all the items in each Groups i.e. Group-I, Group II , Group III or they may quote in all the three Groups. i.e. For being eligible for Group-I, bidder must quote item sl. no 10, 20.

For being eligible for Group-II, bidder must quote for item Sl. no 30,40,50,60,70,80,90,100,110,120,130,140.

For being eligible for Group-III bidder must quote for item Sl. No. 150,160.

TECHNICAL SPECIFICATION:

1. **Comply/deviation statement:** Vendor to submit the compliance / deviation statement in the following format, along with technical bid. The offers will not be evaluated without this statement. If there is any deviation, bidder shall indicate the deviation clearly with sufficient justification. Point wise compliance statement for both technical requirement of the system along with general terms and conditions should be furnished for each equipment along with the offer.

Tender Clause no	Clause description as per tender	Vendor's Offer	Deviation Remark

2. **Supply:** The items listed in the scope of supply and works are only minimum indicative requirement. It is vendor's responsibility to supply all the required accessories/tools to successfully commission and make the equipment fully functional to its intended use. To fulfill such requirement, vendor may include, on their judgment, certain item(s) that is not included in the basic RFQ. NRL has the right to evaluate such additional item and may include or delete them in the final purchase order.

3. **Safety:** Vendor to conform that quoted equipment shall abide to the latest international safety norms (necessary certificate to be provided).

4. **Spares and consumables:** Vendor has to quote rates (individually) for complete spare parts for the equipment and consumables for two years of trouble free operation and maintenance. Vendor shall ensure the availability of spares for minimum 5 years.

5. **Warranty / Guarantee:** Vendor shall provide minimum two years (excluding the outage period) warranty/guarantee to all the offered items including accessories starting from the date of successful completion of commissioning. Any deficiency observed during this period shall be set right by the vendor at free of cost.

Vendor shall be responsible for the quality, proper design, workmanship and operation of all equipment, accessories supplied for a period of 24 months from the date of taking over by the owner at site.

It is to be noted that during the defect liability / warranty period, vendor will take complete responsibility for any defect observed in the equipment including replacement of equipment / component at no extra cost.

During the warrantee period there will be 4 nos of free mandatory visits (twice in a year) by vendor's service engineer to perform calibration and preventive maintenance. During mandatory visits NRL will provide accommodation to vendor service engineer free of cost.

Travel and other charges will be in vendor's scope.

6. **Inspection and test certificate:** Vendor shall submit the inspection and test certificates, calibration reports traceable to applicable national and international standards for purchaser's review. The instrument shall be accepted only after satisfactory site acceptance test viz. repeatability/precision/accuracy of the instrument as per the above standard methods along with the other specifications as mentioned herewith.

7. **Installation & Commissioning:** Installation & commission of the instrument at NRL Quality laboratory shall be under vendor's scope. It is vendor's responsibility to demonstrate the performance of the equipment to the fullest satisfaction of NRL engineers and as per the relevant standards. Vendor shall consider the following points in respect of installation and commissioning activities:

Commissioning schedule: After the receipt of the materials at NRL site, vendor shall mobilize required manpower / tools / machineries etc. to execute the installation and commissioning jobs at NRL site.

The Installation & commissioning activities shall be completed within 30 days from the date of intimation by M/s. NRL after receipt of materials at site.

Vendor to provide all consumables and test standards required for commissioning of the system at NRL site along with the equipment at free of cost.

8. **Training:** Vendor to impart operational and service training on the instrument to NRL personnel (8 persons) for 3 days or till to NRL's satisfaction at the time of installation. Calibration of the Instruments should be also included during the training.

9. **Annual Maintenance Contract (AMC):** Vendor to submit offer for Annual maintenance contract with following terms and condition:

- a) Nature of AMC: Non-Comprehensive.
- b) Contractual period: 3 Years (Starting from the date of 1st visit)
- c) No of Visits: 06 no of Preventive visits and 03 no of SOS visit during the contractual period

Scope of service:

- 1) Preventive Maintenance: 2 visits per annum
- 2) Emergency Maintenance: 3 visits in contractual period

A separate work order shall be placed for the AMC after completion of warrantee period.

10. **Software and documentation:** Vendor to submit six hard copies of original (in English language) instruction, operation and maintenance manuals and two soft copies (CD) along with the supply. Back-up Software CDs shall be supplied along with equipment.

11. **Service backup:** Vendor shall have proper service support for offered system in India and to provide after sale service with experience and trained engineers. Vendor to furnish in their offer the service agency's brief performance history, authorization letter from OEM, years of handling, experience of similar equipment, Postal Address, Telex and Fax numbers and contact person's name etc. in India.

12. **Quotation:** Vendor has to provide technical quotation and price quotation separately. Vendor's quotation of the complete equipment/ Instrument shall comprise the prices of all the necessary accessories. Each of the mandatory / consumable spares shall have complete model no / part no with unit price. . Hardware and software capabilities of the instrument to be indicated in the quotation.

13. Space, Environment & power requirement of the instrument to be indicated in the quotation. M/S NRL shall provide stabilized 230VAC power supply at a single point.

14. **Calibration:**

a. The instrument should have the calibration traceability to internationally accredited Institutions/Laboratories viz. ISO, IEC etc.

b. The supplier needs to recommend the calibration frequencies of the instrument. If for some reasons the calibration is required to be undertaken earlier than the recommended calibration the cost of such calibrations during the warranty period as well as the AMC period if any, shall be borne by the vendors.

c. The calibration procedure should be very clearly indicated in the tender.

d. Calibration if required to be done only by the manufacturer then it should be ensured during the visit for AMC.

15. **System license:** The system with all functionalities shall be licensed to NRL usage after the successful SAT. Vendor to handover license copy of all installed software after successful commissioning of the system.

16. **Technical support:** Vendor shall support the offered system for minimum 10 years after successful commissioning by providing prompt action in any type of technical issues, modification, spares etc. Manufacturer should confirm this in writing, failing which offer will stand rejected.

17. **Software up-gradation:** If any software up-gradation required /released for the supplied system within 5 years from the expiry of warrantee of the system, same shall supplied to NRL by vendor free of cost without any price implication.

18. **Offer evaluation & Purchase Order:** In any case, partial purchase order shall not be placed. The vendor who is technically and commercially suitable for the items mentioned in this bid shall only be considered. Priced offer shall be opened for only technically & commercially acceptable offers. Bidder who is lowest in total for supply and commissioning of Analyzer including commissioning spares, Consumables/spares required for operation/maintenance, Training at NRL Site and AMC as per tender shall be considered for placement of order.

AGREED TERMS & CONDITIONS (ATC)
INDIGENOUS

Bidder M/s _____ Tender No : **OC12000084/ASH**

Offer Ref & Date: _____ Signature : _____

Tel. No/ Mob: _____ Name : _____

E-mail id _____ Official Seal : _____

DULY FILLED, SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH BIDDER'S UNPRICED QUOTATION. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01.	EVALUATION OF TENDER: Evaluation of this tender shall be on – ' OVERALL LOWEST OFFER BASIS ' for each Group I , II & III. Comparison shall be made against the Final Landing Costs at NRL Site.	Noted
02.	Quoted price shall be on FOR NRL Stores basis. Please indicate the following: (a) Despatch Point of the goods: (b) Mode of despatch of goods:	(a) _____ (b) _____
03.	Please confirm that you have quoted price on FOR NRL Site basis; Separately indicating Basic Price (on Ex-works), P&F (in % of basic), Freight Charge (in % of basic), GST (in % of basic) in the " BoQ/Priced Bid " in "XLS" format as per instructions provided	Confirmed.
	NOTE: Where any field in the online priced bid (BoQ) is left blank or =0, the charge, tax or duty shall be considered as either inclusive, nil or not applicable. Charges quoted elsewhere may be ignored in priced bid evaluation and shall not be borne by NRL. Bidders are strictly advised not to submit any additional offer documents mentioning commercial terms and conditions beyond the documents and forms published along with this tender. No subsequent revision in the BoQ is possible after final submission. Any services, charges, taxes and duties left unquoted shall be deemed to be inclusive in the quoted price.	Noted

	Ambiguity/contradiction/lack of clarity may lead to rejection at any stage of the tender without further notice.	
04.	PACKING & FORWARDING (P&F) CHARGES: Seller to indicate applicability of P&F charges as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
05.	THIRD PARTY INSPECTION CHARGE: Seller to indicate the charge for Third Party Inspection Charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
06.	FREIGHT CHARGES: Please note that Transportation up to NRL Site is in the scope of Seller. Seller to indicate firm freight charge as per the respective quoted rates in BOQ or it is inclusive.	Confirmed.
07.	GST DETAILS: Please furnish following information as per the respective quoted rates in BOQ. 1. HSN CODE 2. APPLICABLE GST TYPE-IGST/CGST+SGST/UTGST 3. APPLICABLE GST %	Confirmed.
08.	<u>PAYMENT TERM:</u> 100% payment within 30days after receipt and acceptance of materials at site and submission of PBG for 10% of total basic order value.	Confirmed.
09.	DELIVERY PERIOD: Delivery period will be 03 months, FOR NRL Site from the date of issue of Purchase order.	Confirmed.
10.	OFFER VALIDITY: Bid shall remain valid for a period of 120 days from the bid due date/extended due date. <i>Note: In case any bidder quotes shorter bid validity, his offer shall be liable for rejection.</i>	Confirmed.
11.	PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY: In case of delay in execution of the order, NRL may at its option, recover from the bidder price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.	Confirmed
12.	REPEAT ORDER: Acceptance of repeat order within 12 (Twelve) Months from the date of Purchase Order at same prices, terms and conditions.	Confirmed.

13.	PERFORMANCE GUARANTEE: Performance Guarantee shall be for a min period of three years from commissioning.	Confirmed.
14.	PERFORMANCE BANK GUARANTEE (PBG): Submission of Performance Bank Guarantee for 10% of total order value for supply (as per NRL's standard PBG format attached with tender document) valid till for full guarantee period plus 3(Three) months of claim period.	Confirmed.
15.	ACCEPTANCE OF NRL GPC: Acceptance of General Purchase Conditions (GPC) of NRL shall be accepted without deviation. (Refer NRL website)	Confirmed.
16.	NO ESCALATION CLAUSE: (a) No escalation of contract value, in any form whatsoever will be entertained during the contract period. (b) For applicable labour wage at NRL site & other related information regarding labour wages, kindly refer "circular wages for contract workmen". This circular is available at NRL Website www.nrl.co.in/tender (Tender Room under heading "Circular of Wages for contract workmen"). (c) No mobilization advance will be paid to the contractor for execution of this work.	Confirmed.
17.	Lists of deviation stated is limited to exemption & deviation as per ANNEXURE –III	Confirmed.
18.	Information furnished by the bidder is correct in all respects. In case of submission of any false information/ forged documents, offer shall be summarily rejected and penal action including holiday listing as deemed fit will be done by NRL.	Noted.
19.	WE ACCEPT ALL THE COMMERCIAL TERMS AND CONDITIONS OF NIT, Technical Specification doc. and GPC.	Accepted

BIDDER'S SIGNATURE, SEAL:

AGREED TERMS & CONDITIONS (ATC)
(FOR FOREIGN BIDDERS)

Bidder M/s _____ Tender No : **OC12000084/ASH**

Offer Ref & Date: _____ Signature : _____

Tel. No/ Mob: _____ Name : _____

E-mail id _____ Official Seal : _____

DULY FILLED, SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH BIDDER'S UNPRICED QUOTATION. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".

SN	DESCRIPTION	BIDDER'S CONFIRMATION
01.	EVALUATION OF TENDER: Evaluation of this tender shall be on – ' OVERALL LOWEST OFFER BASIS ' for each Group I , II & III. Comparison shall be made against the Final Landing Costs at NRL Site.	NOTED
02.	Confirm that the offer contains firm prices on FOB International Seaport of Exit basis.	CONFIRMED
03.	Indicate Name of International Seaport of Exit.	_____
04.	Confirm you have quoted firm ocean freight charges up to port of entry in India (Kolkata) in BoQ. (Note: Ocean freight charge must be quoted separately in BoQ. If a supplier does not quote firm Ocean Freight Charges, his offer shall be treated as incomplete and will not be considered for evaluation)	CONFIRMED
05.	NRL reserves the option to place order on FOB or on CFR basis.	NOTED
06.	Please confirm that the ocean freight quoted in BoQ2 shall be kept valid for the entire duration of the Contract. This will enable Buyer to convert FOB contract to CFR contract after placement of Order at a later date during the contractual delivery period.	CONFIRMED
07.	DRAWING & DOCUMENTATION CHARGES: Confirm Drawing & Documentation charges as per Bid Document are included in your quoted prices.	CONFIRMED
08.	Marine Insurance: Prices quoted must exclude marine insurance charges from FOB international Port of Exit as the same shall be arranged by the Buyer. However, transit insurance charges for inland transit upto FOB international	CONFIRMED

	Seaport of exit must be included in the quoted prices.	
09.	<u>TAXES & DUTIES:</u> a) All taxes, duties and levies of any kind payable upto FOB International Seaport of Exit shall be borne by bidder. b) Export permit / licence if required shall be Bidder's responsibility & any expenditure towards same will be borne by bidder.	CONFIRMED
10.	<u>DELIVERY PERIOD:</u> Delivery Period for Supply Part: 2 months on FOB international Port of Exit basis from the date of Purchase order. The date of clean on board bill of lading shall be considered as the date of delivery. However incase of CFR Contract, delivery period will be 3 months on CFR Kolkata basis.	CONFIRMED
11.	After Custom Clearance at Kolkata Port, arrangement of onward Inland Transportation of the goods from Kolkata Port to NRL Site is in the scope of NRL.	CONFIRMED
12.	<u>INSPECTION CHARGE:</u>	
12 (a)	Confirm that you have included the Third Party Inspection in the quoted prices.	CONFIRMED
12 (b)	Third party inspection and testing shall be carried out either by Lloyds / B.V./ CEIL/TUV/ any other TPIA acceptable to NRL.	CONFIRMED
12 (c)	It will be the sole responsibility of the bidder to arrange for Third Party Inspection and submit the third party inspection certificate on time. No time extension shall be allowed by NRL for any delay/lapse in this regard.	CONFIRMED
13.	Indicate the name of Country of Origin of the offered goods.	_____
14.	Bidder shall quote in USD / EUR / GBP / JPY only. <i>Note: Bidders are not permitted to quote in multicurrency or in any other currency.</i>	CONFIRMED
15.	Indicate shipping weight (net and gross) & volume of the Consignment.	
16.	<u>PERFORMANCE BANK GUARANTEE (PBG):</u>	
16 (i)	Confirm goods to be supplied by you shall be guaranteed for performance and you will submit PBG of 10% of the order value(for supply Part) valid till full guarantee/ warranty period	CONFIRMED
16(ii)	Confirm that the Performance Bank Guarantee shall be strictly as per standard format of NRL and shall be through branches of Indian Public Sector Banks operating in Bidders country. (PBG format is available in NRL website.	CONFIRMED
16 (iii)	Bank Guarantee from Indian Branches of Foreign (bidder's) banks will be accepted only if the Indian Branch of the Bank is recognized as Scheduled Bank by Reserve Bank of India.	CONFIRMED

	However, Bank Guarantee from foreign branch will be accepted only if the same is countersigned by their Indian Branch (Schedule Bank) or by any Scheduled Indian Bank.	
17	PAYMENT TERM :	
17 (i)	<u>PAYMENT TERM (FOR SUPPLY PART) :</u> 100% of FOB order value shall be paid through an irrevocable letter of credit against submission of Shipping Documents. The letter of credit shall be established only on receipt of acceptance of NRL's Purchase order along with submission of 10% Bank Guarantee valid up to 3 months (claim Period) beyond the Guarantee period.	CONFIRMED
17 (ii)	<u>PAYMENT TERM (FOR AMC CHARGES) :</u> 100% of invoice amount through direct wire transfer as per normal banking channels on completion of supervision activity on submission of Invoice, time sheet duly certified by Site-In-charge at NRL site, legible copy of visa (showing date of entry and date of exit from India) and passport (showing Name and Nationality of the Personnel). Payment shall be made after deducting income tax at applicable rate.	CONFIRMED
17 (iv)	No initial advance payment along with order shall be made by Owner against supplies as well as services. If a supplier insists on the same, the offer shall be rejected.	CONFIRMED
17 (v)	All Bank Guarantee(s) shall be issued through Scheduled Commercial bank in India or Indian branch of Foreign Bank as per pro-forma enclosed. All Bank Guarantees will be issued directly to NRL by the bank.	CONFIRMED
17 (vi)	Letter of Credit (L/C) shall be opened within 30 days of receipt of unconditional order acknowledgement.	CONFIRMED
17 (vii)	If Seller insist for confirmed L/C, confirmation charges shall be borne by the Seller. Confirm acceptance.	CONFIRMED
17 (viii)	In case L/C amendment is required due to reasons attributed to the supplier including delays in delivery, the charges for the same shall be to Seller's account.	CONFIRMED
17 (ix)	All Bank charges and stamp duties payable outside India in connection with payments to be made under the Purchase Order, if placed, shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	CONFIRMED
18	PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY : 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.	ACCEPTED
19	REPEAT ORDER: Repeat Order may be placed within 12 months from the date of the original order at the same prices, terms & conditions. Please confirm acceptance.	ACCEPTED
20	WARRANTY / GUARANTEE As per Technical Specification doc.	ACCEPTED

21	BID VALIDITY: 120 days from the bid due date/ extended bid due date.	ACCEPTED
22	FIRMNESS OF PRICES: Quoted prices shall remain firm and fixed till complete execution of the order.	ACCEPTED
23	Any claim arising out of order shall be sent to NRL in writing within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by NRL.	ACCEPTED
24	Printed terms and conditions, if any, appearing in quotation shall be ignored and shall not be applicable in the event of order. In case of contradiction between the confirmations given herein and terms & conditions mentioned elsewhere in the offer, the confirmation given herein shall prevail.	ACCEPTED
25	WE ACCEPT ALL THE COMMERCIAL TERMS AND CONDITIONS OF NIT, Technical Specification doc., GPC.	ACCEPTED

BIDDER'S SIGNATURE, SEAL:

(To be submitted on bidder's letterhead)

UNDERTAKING

Date: _____

To,
GM (Commercial),
Numaligarh Refinery Limited,
Pankagrath, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India
PIN-785699
Fax No.: 03776-265514 / Phone: 03776-265477
E-mail: ashrukanag@nrl.co.in

Sub: Declaration for not being under liquidation, court receivership or similar proceedings.

Ref: (Tender No: OC12000084/ASH)

Dear Sir,
We herewith declare that we are not under liquidation, court receivership or similar proceedings.

(Authorized Signatory)

Name & Designation:

Company Seal:

Date:

Place:

Tender No. : OC12000084/ASH

Subject: SUPPLY OF QUALITY CONTROL LAB EQUIPMENT & CONSUMABLES AT NRL: GROUP I,II & III

Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered. Accordingly, the bidder shall submit a self-declaration as per format below. It may be noted that if this declaration is found to be false, NRL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

PRO-FORMA FOR SELF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

We hereby declared that we are not currently serving any holiday listing orders issued by NRL or MOPNG debarring us from carrying on business dealings with NRL/MOPNG or serving a banning order by another Oil PSE.

It is understood that any wrong declaration in this context shall make my agency / company liable for action under the Holiday Listing procedure of NRL.

(SIGNATURE OF BIDDER)

Date:

Place:

PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE
(PERFORMANCE)

This deed of Guarantee made thisday of by(Name of the bank) Company registered under and having its registered office at and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at 122A, GS Road, Christian Basti, Guwahati-781005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

WHEREAS

1. The Company has placed an Order No. Dated (hereinafter referred to as "the order") with M/s a company registered under Indian Companies Act 1956 having its registered office at and whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier").

2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs., being the amount equivalent to percentage of the total value of the order for fulfilling the contract.

3. The Surety at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of from the date of commissioning/ installation OR from the date of delivery.

4. The Surety binds himself to pay to the extent of Rs. in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.

5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. (Rupees only) and it will remain in force till This Guarantee will remain in force upto in the first instance. However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfil the contract.

6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereupto the day.

VENDOR DETAILS

Bidder is requested to furnish the following information/ details along with their un-priced offer:

1. Vendor name (mandatory):
2. Complete address (State -mandatory):
3. PIN Code (mandatory):
4. Telephone, Fax, mobile & e-mail:
5. GST No :
6. Micro/Small/Medium/ others/ no category (mandatory):
7. PAN No (mandatory)

(Bidder's Signature)

Stamp:

Date:

+++++

ON VENDOR's LETTER HEAD

To,
GM (Commercial)
Commercial Department
Numaligarh Refinery Limited,
Golaghat, Assam, Pin: 785699

Dear Sirs,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that Numaligarh Refinery Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. Supplier / Contractor Details

1. Supplier / Contractor Name (As per bank records)
2. Supplier / Contractor Code
3. Address(Including Pin Code)
4. P. A N. -.

5. E-mail ID

6. Contact Telephone Number

B. Particulars of Bank Account

1. Bank Name

2. Branch Name /branch code

3. Branch Address (incl Pin code)

4. 9 Digit MICR No. of Bank and Branch as appearing on the cheque

5. Account Type (Savings/Cash credit/Current)

6. Account Number (as appearing on cheque book)

7. IFSC Code of the Branch (For RTGS)

8. IFSC Code of the Branch (For NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to NRL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Numaligarh Refinery Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

Name (in Capitals) of supplier / contractor

Authorised Signatory

Official Rubber Stamp

Date:

Note: 1. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers. PLEASE NOTE THAT IF THIS FORMAT IS EXTENDED TO NUMBER OF PAGES THEN SIGNATURE AND STAMP FROM YOUR BANKER IS REQUIRED IN ALL THE PAGES.

2. PLEASE ENCLOSE A PHOTOCOPY OF A CHEQUE (DULY CANCELLED AT YOUR END) FROM YOUR CHEQUE BOOK OF THE BANK WHERE YOUR ACCOUNT IS BEING MAINTAINED.

[For Micro and Small Enterprise (MSE) for passing benefit to MSE as per NIT]

FORMAT FOR 'INDEMNITY BOND'
(To be submitted in **Rs. 100 Stamp Paper**)

To,

GM (Commercial)
Numaligarh Refinery Limited,
Commercial Dept, Pankagrant,
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. OC12000084/ASH for the job '**SUPPLY OF QUALITY CONTROL LAB EQUIPMENT & CONSUMABLES AT NRL: GROUP I,II & III**' from our plant / factory situated at _____, if awarded to us; which is having MSE certification.

Thanking You,

Yours faithfully,

Signature :

Full Name :

Designation :

Date :

Company Seal:

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. Bidder has to select the payment mode as offline and the instrument as bank guarantee in CPPP. There will be an URN no. in the receipt which is generated after successful payment of EMD via online payment (axis bank) gateway. Put the URN no. as instrument no., payment date as issue date, and put any date as expiry date in the CPPP and upload the receipt in the technical slot in the CPPP. It is mandatory to upload the receipt in the technical folder.
- 4) Bidder should prepare the EMD as per the instructions specified in the NIT of the tender document. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid have been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232.

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid in the form of BOQ_XXXX.xls

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NRL.

TENDER ACCEPTANCE LETTER

Appendix- C

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

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	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 items like Structural Steel, Tor Steel, Cement, Bulk Chemical 0.5 % qty tolerance by weight and for Cable and Pipe materials 0.5 % qty tolerance by length shall be permissible.
6	Transportation	Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope. The materials to be dispatched through a transporter registered as per Carriage by Road Act 2007 and Carriage by Road Rules 2011. The Consignment Note/ Lorry receipt must carry the registration number as per the rules stated in The Carriage by Road Rules, 2011 Material shall be delivered in a truck/vehicle having valid documents like Vehicle Registration Certificate, Insurance Certificate, Pollution Under Control Certificate, Fitness Certificate. The vehicle shall not be overloaded and drivers shall have valid driving license
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 along with supplies. In case of 3rd Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.
10	GUARANTEE / WARRANTY:	10.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 24 months from the date of last despatch whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. 10.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at NRL's concerned location at vendor's risk and cost on due notice. 10.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, NRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility. 10.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced. 10.5. The replacement goods/services shall follow the same Quality Assurance Plan.
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 along with 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 No. : 18329903946 TIN No. (Assam) : 18190032390

		PAN : AAACN6984B Excise Regn No. : AAACN6984BXM001 ECC : AAACN6984BXM001; Excise Range : Golaghat – 1 (Assam) ; Division: Jorhat (Assam); Collectorate : Shillong (Meghalaya). Service Tax Regn 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	SETTLEMENT OF DISPUTES FOR THE SETTLEMENT OF DISPUTES WITH THE PRIVATE PARTIES; All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavored to be amicably settled by the parties in the following manner: a) At the first instance by the Engineer-In-Charge/ Purchase Officer b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorized representatives of Chief Executive of NRL. c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. d) In case party is not satisfied with the above, the matter will be referred to Arbitration. e) The option of amicably settling the dispute will be open at any time during

	and post arbitration or court litigation or Tribunal or in any other jurisdictional forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other jurisdictional forum(s). <u>Arbitration Clause:</u> (a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. (b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or Company, as the case may be. (c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties. (d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement. f) The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration. g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties. The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.
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		FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties): As per Government guidelines / circulars, etc prevailing at the time of reference of the disputes
21	Jurisdiction	All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat only.
22	RECEIPT & CONFIRMATION OF ORDER	The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to NRL.
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 Commercial & Warehouse 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.
28	PURCHASE PREFERENCE TO MSE :	NRL reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs being within specified percentage as compared to L1 vendor at the time of evaluation of the price bid and its agreeing to L1 rates.
29	Performance Bank Guarantee	Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). Proforma of Bank Guarantee for Indigenous Purchase (Performance) is available at www.nrl.co.in in Tender Room section. In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.
30	Spare Parts	The vendor must furnish itemized and price list of spare parts required for two year's operation of equipments wherever applicable. The vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as in interchangeability chart, wherever applicable.
31	Force Majeure	Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing,

		hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause: (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone other natural disaster; (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion; (iii) epidemic, plague or quarantine; (iv) air crash, shipwreck, or train wreck; (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; (vi)radioactive contamination or ionizing radiation; Notice and Reporting: The Vendor shall as soon as reasonably practicable after the date of commence of the event of Force Majeure, but in any event no later than seven (7) days after such commencement date, notify NRL in writing of such event of Force Majeure. Mitigation Responsibility: The Vendor shall use all reasonable endeavour, acting as Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavour during or following any such event of Force Majeure. Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause, the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure. Force Majeure Events Exceeding 60 Days : If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days then NRL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the Impediments caused by the Force Majeure event.
32	Sales Conditions	On the issue of Purchase Order after process of tender, vendor waives and considers as cancelled any of his general sales conditions.
33	New & Unused Materials	All the material supplied by the vendor shall be brand new, unused and of recent manufacture.
34	LIMITATION OF LIABILITY (FOR INDIAN/ FOREIGN BIDDERS)	The aggregate liability of the vendor to the owner (whether bases on contract or tort including negligence and strict or absolute liability) arising out of or under this contract shall not exceed purchase price of this contract provided that no such limit shall apply in respect of: i. Any liability pursuant to vendors indemnity obligations under the contract; or ii. Any loss resulting from fraud, intention or willful misconduct or illegal or

		unlawful acts or omissions of vendor, its affiliates or any sub-vendor of any supplier or any of its or their respective officers, directors, employees, servants of agents; or iv. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract; v. Any liability under clause 15.0 of General Purchase Conditions (indigenous) of NRL and clause 5.0 of General Purchase Conditions (imports) of NRL. AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner. However, neither party shall be liable to the other party for any indirect and consequential losses on account of production, revenue or profit.
35	Compliance of Regulations	Vendor warrants that all goods/ Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.
36	Integrity Pact	Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.
37	Anti-Competitive Agreements/ Abuse of Dominant Position	The Competition Act, 2002 as amended by the Competition Amendment) Act 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. NRL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

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:007. NRL's banker 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, Commercial Branch, Swagota Square, 3rd Floor, ABC, Near Rajib Bhawan, Guwahati, Assam, India, Pin : 781005

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.

3.1 Letter of Credit shall be established **only after** receipt of the **acknowledged** copy of the Purchase Order.

3.2 Purchase Order Acknowledgement:

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to NRL.

4. Performance Bank Guarantee (PBG) :

Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure I.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure I) through the following:

- a) Branches of Indian scheduled banks operating in their Country.
- b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/India.
- c) Indian branch s foreign banks.
- d) Foreign bank operating in their Country counter guaranteed by their Indian branch.

However, in respect of c) and d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

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:

Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (vi) radioactive contamination or ionizing radiation;

Notice and Reporting: The Vendor shall as soon as reasonably practicable after the date of commence of the event of Force Majeure, but in any event no later than seven (7) days after such commencement date, notify NRL in writing of such event of Force Majeure.

Mitigation Responsibility: The Vendor shall use all reasonable endeavours, acting as Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause, the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure.

Force Majeure Events Exceeding 60 Days : If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days then NRL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the Impediments caused by the Force Majeure event.

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 GUARANTEE / WARRANTY:

10.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or **24 months** from the last date of dispatch whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

10.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at NRL's concerned location at vendor's risk and cost on due notice.

10.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, NRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.

10.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

10.5. The replacement goods/services shall follow the same Quality Assurance Plan.

11. Bill of Lading (BL)/Airway Bill (AWB):

BL/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 BL/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 Indian Export-Import Policy, 2015-2020. The items do not 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 IMPORTS' of the policy."

13. Port/Airport Consignee:

M/s Balmer Lawrie & Co. Ltd.,
A/c Numaligarh Refinery Limited,
21, Netaji Subhas Road, Calcutta – 700001. (Fax No. 091-033-22134698, 22225282)

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,
Pin: 785699
Dist. Golaghat (Assam), India
Or address as specified in Purchase Order,

15. Shipping Documents:

- a) Negotiable BL 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 & warehouse deptt. of NRL.

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 are to be taken:

- i) All final drawings/documents to be sent along with consignments and incorporated in the packing list/invoices along with 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 along with 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:

SETTLEMENT OF DISPUTES

FOR THE SETTLEMENT OF DISPUTES WITH THE PRIVATE PARTIES:

All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavored to be amicably settled by the parties in the following manner:

- a) At the first instance by the Engineer-In-Charge/ Purchase Officer

- b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorized representatives of Chief Executive of NRL.
- c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- d) In case party is not satisfied with the above, the matter will be referred to Arbitration.
- e) The option of amicably settling the dispute will be open at any time during and post arbitration or court litigation or Tribunal or in any other jurisdictional forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other jurisdictional forum(s).

Arbitration Clause:

- (a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- (b) Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or Company, as the case may be.
- (c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.
- (d) In the event the parties desire that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
- (e) Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.
- (f) The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim,

Counter-Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.

- (g) Place of arbitration shall be in Numaligarh only unless otherwise fixed by the parties.
- (h) The parties hereby agree that, unless the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator / Arbitral tribunal shall be filed in the concerned courts in the city of Golaghat only.

FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties):

As per Government guidelines / circulars, etc prevailing at the time of reference of the disputes²⁴.

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 **4 months** from the final due date of the enquiry.

26. Service applicable with procurement:

Service portion 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 Rs. 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. Marine Insurance:

As soon as any shipment is made, the Foreign Supplier shall send advance information by way of **E-mail** to Numaligarh Refinery Ltd, (with detailed address as given in Purchase Order) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

29. Sales Conditions:

With vendor's acceptance of provision of the Purchase Order he waives and considers as cancelled any of his general sales conditions.

30. Limitation of Liability:

The aggregate liability of the vendor to the owner (whether based on contract or tort including negligence and strict or absolute liability) arising out of or under this contract shall not exceed purchase price of this contract provided that no such limit shall apply in respect of:

- i. Any liability pursuant to vendors indemnity obligations under the contract; or
- ii. Any loss resulting from fraud, intention or willful misconduct or illegal or unlawful acts or omissions of vendor, its affiliates or any sub-vendor of any supplier or any of its or their respective officers, directors, employees, servants of agents; or
- iv. Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract;
- v. Any liability under clause 15.0 of General Purchase Conditions (indigenous) of NRL and clause 5.0 of General Purchase Conditions (imports) of NRL.

AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner.

However, neither party shall be liable to the other party for any indirect and consequential losses on account of production, revenue or profit.

31. Compliance of Regulations:

Vendor warrants that all goods Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

32. Integrity Pact:

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

33. Anti-Competitive Agreements/ Abuse of Dominant Position:

The Competition Act, 2002 as amended by the Competition Amendment) Act 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India.

NRL reserves the right to approach the Competition Commission established under the Act of parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

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

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 hereunto _____
the day.

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

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S.Road, Christianbasti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s

(Name)..... Constitution.....

(address)..... (hereinafter referred to as "The Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter No. dtd. and the General Purchase Conditions of the Company and upon the conditions of supplier's furnishing for the performance of supplier's obligations and/or discharge of supplier's liability under and/or in connection with the said supply contract up to a sum of (in figures) (in words)(only) amounting to 10% (ten percent) of the total contract value.

We (name)..... (Constitution)..... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith on first demand in writing and without protest or demur any and all moneys anywise payable by the Supplier to the Company under, in respect or in connection with the said supply contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) (in words)only.

And the Bank hereby agrees with the Company that :

- i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Supplier arising upto and until midnight of.....
- ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's obligations and/or liabilities under or in connection with the said supply contract, and to vary the terms vis-a-vis the supplier of the said supply contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the supplier under the said supply contract and/or the remedies of the Company under any other security (ies) now or

hereinafter held by the indulgence /or arrangements with the supplier or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the supplier but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the supplier (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the supplier or any other order of communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the supplier or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.
- vii) Not withstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within three months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.

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

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S.Road, Christianbasti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s

(Name)..... Constitution.....
(address)..... (hereinafter referred to as "The Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter No. dtd. and the General Purchase Conditions of the Company and upon the conditions of supplier's furnishing for the performance of supplier's obligations and/or discharge of supplier's liability under and/or in connection with the said supply contract up to a sum of (in figures) (in words)(only) amounting to 10% (ten percent) of the total contract value.

We (name)..... (Constitution)..... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith on first demand in writing and without protest or demur any and all moneys anywise payable by the Supplier to the Company under, in respect or in connection with the said supply contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) (in words)only.

And the Bank hereby agrees with the Company that :

- i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Supplier arising upto and until midnight of.....
- ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's obligations and/or liabilities under or in connection with the said supply contract, and to vary the terms vis-a-vis the supplier of the said supply contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the supplier under the said supply contract and/or the remedies of the Company under any other security (ies) now or

hereinafter held by the indulgence /or arrangements with the supplier or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the supplier but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the supplier (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the supplier or any other order of communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the supplier or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.
- vii) Not withstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within three months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.