



NOTICE INVITING TENDER

Offers in **two-bid-system** are invited from competent contractors for the following work:

Name of Work:	Supply, Installation, Testing and Commissioning (SITC) on LSTK Basis of 1MWp SOLAR POWER PLANT at Numaligarh Refinery Limited (NRL), Golaghat, Assam.	
Tender No. & date:	OC10000195 dtd.08.02.2017	
Contact Details:	Ashrukana Gogoi; AM (Commercial). Phone : 03776265485; E-mail ID : ashrukanag@nrl.co.in Syed Tazuddin Ali Ahmed; Manager(Project); E-mail ID : taz.ahmed@nrl.co.in	
Due date & Time of bid submission:	Earnest Money Deposit	Completion Period
Bid submission end date: 11 AM on 01.03.2017 And Bid opening date: After 11 AM on 02.03.2017	Rs. 100,000.00	08 (Eight) Months

PRE-QUALIFYING CRITERIA:

Agencies should fulfill the Qualification Criteria (Experience and Financial) given below:-

A. Technical Criteria:

- i. Bidder should have supplied and commission similar automatic dual axis tracking Solar Power Generation System of 1.0 MWp capacity or more at single location in India and it should be operational for at least one year and available for inspection by NRL. Copy of the Work Order (mentioning technical specification and scope), Job Completion Certificate and contact details of client (phone and email of engineering/maintenance section) are to be submitted with offer for verification of PQC.
- ii. Bidder should be manufacturer of the offered make and model of “SPV modules” and “Dual axis tracking system” and its manufacturing facility (factory) of these items should be in India. The factory shall be at least one year old. The relevant documents and details shall be furnished to NRL to facilitate documentary verification. NRL may insist on a factory visit where bidder shall demonstrate its manufacturing capability. Bidder may be allowed to outsource “Dual axis tracking system” from any other manufacturer in India meeting the conditions of this sub-clause.
- iii. Bidder should be MNRE approved. Bidder should be registered under MNRE for at least one audited year having moderate to high track record in supply & commissioning of Solar PV power plant.

B. Financial Criteria:

AVERAGE ANNUAL TURNOVER in at least one of the preceding three financial years should be minimum **Rs. 30 Lacs**.

C. OTHER REQUIREMENTS:

Net Worth of the bidder during financial year 2015-16 should be positive.

Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall furnish documentary evidence by way of copies of Work Orders and Completion Certificates etc. along with their bid to establish bidder's conformance to Qualification Criteria.

Failure to meet the above Qualification Criteria will render the Bid to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above.

Bids on Consortium or Joint venture basis are not acceptable.

D. Service Tax Registration no., Income Tax PAN No., Sales Tax Clearance Certificate etc. of bidder to be furnished.

TENDER DOCUMENT: Being an e-tender the bidder has to submit their offer online in the e-tender portal i.e. <https://eprocure.gov.in/eprocure/app>. Kindly refer **Appendix-A1** for the detailed procedure

For any assistance, please contact the following persons:

Dhiraj Mohan Saikia, Phone No 03776 – 265774, email: z_tender@nrl.co.in

Corrigendum/addendum (if any) pertaining to this tender will be published in the website as well as in the e-tender portal.

GENERAL:

NRL takes no responsibility for delay or non-receipt of tenders for reasons not attributable to NRL. NRL reserve the right to accept or reject any or all the tenders without assigning any reason thereof and to allow purchase preference to Public Sector Enterprise as admissible under existing Government Guidelines. **TENDER WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.**

TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs): This tender is guided by the 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 per **ANNEXURE "A2"**.

Date: 08.02.2017

**GM (Commercial & Legal)
Numaligarh Refinery Limited,
Numaligarh, Dist: Golaghat,
Assam – 785699.
Phone: 03776-265545/265491**

INSTRUCTIONS TO BIDDER (ITB)

A GENERAL**1.0 BRIEF SCOPE OF WORK**

The scope of work is given in Technical Part of Bidding Document.

2.0 ELIGIBLE BIDDERS:

- 2.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 2.2 The invitation of bid is open to any bidder fulfilling BQC.
- 2.3 Bidder should not be under liquidation, court receivership or similar proceedings.
- 2.4 The bidder shall not be on Holiday list of NRL as on the due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
- 2.5 If the agency is placed on holiday list of NRL after opening of unpriced bids but before opening of price bids, further evaluation shall be stopped and the corresponding price bid will not be opened.

3.0 ONE BID PER BIDDER:

- 3.1 A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT**4.0 BIDDING DOCUMENT**

- 4.1 The Bidding Document shall consist of the following and should be read in conjunction with any amendment if issued subsequently:
 - i) Notice Inviting Bids (NIB).
 - ii) Instructions to Bidders.
 - iii) General Purchase Conditions (GPC).
 - iv) General Conditions of Contract (GCC).
 - v) Techno-commercial Documents.

Bidder shall submit the Form-F2 (i.e. Compliance to Bid Requirement) bidding document duly signed and stamped in token of having received, read and complied to all parts of Bidding Document. The Bidding Document shall be read in conjunction with any Amendment/ Addendum/Corrigendum issued subsequently.

- 4.2 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.

5.0 PRE-BID MEETING / CLARIFICATION OF BIDDING DOCUMENT:

- a. Pre-bid Meeting shall be held on 21.02.2017 at **Commercial Dept, Numaligarh Refinery Limited, Pankagrang, PO- NR Project , Dist. Golaghat, Assam, Pin-785699, India.** Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bid Document and Scope of Work can be addressed during the meeting.
- b. During the pre-bid meeting, vendor may propose alternate specifications or design, deviations, exclusions, additional detailing. Bidder is advised to mail the queries and deviations prior to attending the meeting. The final acceptance of such changes same rests with NRL. Such correspondence may be published and made known to other bidders through NRL website or through tender portal.
- c. NRL reserves the right to ignore queries raised by any participant of the pre-bid meeting subsequently unless same is linked to the earlier pre-queries & responses or is linked to any resultant corrigendum to the tender.
- d. NRL further reserves the right to ignore queries as well as any deviations sought by interested bidders who have not participated in the pre-bid meeting process.
- e. Any modification of the Bidding Document, which may become necessary as a result of the bidders query, shall be published in the website through the issue of an Addendum/ Amendment/ Corrigendum/Clarifications.

6.0 AMENDMENT OF BIDDING DOCUMENT

- 6.1 NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue Addendum/ Amendment/ Corrigendum/Clarifications during the bidding period or subsequent to receiving the bids. Any Addendum/ Amendment/ Corrigendum/Clarifications thus issued shall become part of Bidding Document and Bidder shall submit a copy of the same duly signed and stamped in token of his acceptance.
- 6.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid.

7.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- 7.1 The Bidding Document is and shall remain the exclusive property of the NRL without any right to Bidder to use them for any purpose except for the purpose of Bidding.
- 7.2 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.

C PREPARATION OF BID**8.0 LANGUAGE OF BID:**

- 8.1 The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and NRL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 8.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder.

9.0 PREPARATION AND ARRANGEMENT OF BID

- 9.1 The Bid should be prepared by the Bidder and shall be submitted in Two Parts as per the following details.

- i) PART – I : Techno-commercial / Unpriced Bid
- ii) PART - II : Price Bid

- 9.2 BID SECURITY/EMD:

This Part shall contain Bid Security/EMD as per provision of Clause no.12.0 of ITB shall deposit Earnest Money Deposit in the online portal through the link <https://easypay.axisbank.co.in/nrl> within 28-02-2017 at 11.00 hrs. Please note that EMD amount only in online mode is acceptable and no other mode i.e. offline or hard copy is not acceptable.

- 9.3 **PART – I : TECHNO-COMMERCIAL/ UNPRICED BID**

This Part shall contain Technical and Unpriced Commercial bid and shall comprise of the attachments specifying attachment number arranged in the order as per following:

(A) Commercial Section of Unpriced Bid shall contain followings:

- i) Covering letter of Bid on bidder's letter head.
- ii) Bid Document and copies of all technical and commercial amendments/addendums/_corrigendums issued (if any), duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid along with Integrity Pact as per Annexure-C.
- iii) Power of attorney in favour of signatory (ies) of the bid.
- iv) Details of Annual Turnover as per Proposal Form –F1 along with copies of complete audited Annual Financial Year Statements including audited balance sheets, Profit & Loss account statement with all schedules to establish the qualification pursuant to Clause No. 8 of NIB.

- v) Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item along with other details like rate of taxes and duties etc. considered.
- vi) Compliance to Bid requirement as per Proposal Form-F2.
- vii) Agreed Terms & Conditions (For Indian) with Annexure-A & B duly filled in as per Proposal Form F3.
- Viii) Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings as per Format Proposal Form F4.
- ix) Any other information required in the Bidding Documents or considered relevant by the bidder.

(B) Technical Section of Unpriced Bid shall contain followings:

- i) Copies of Purchase Orders and End User Certificate meeting the technical criteria of BQC as per clause no. 9.1 of NIB.
- ii) All other documents required as per Technical Documents enclosed.

9.4 PART – II : PRICE BID

- i) Price Schedule as per uploaded form provided with the Bidding Document should be completed in all respects.
- ii) In this part of bid, the bidder shall not stipulate any conditions. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.

10.0 CURRENCIES OF BID & PAYMENT

- 10.1 Indian Bidder shall submit the bid in Indian Rupees and receive the payment in India Rupees only.
- 10.2 Bid Currency once quoted shall not be allowed to change. Purchaser will not be compensating for any exchange rate fluctuation.

11.0 BID VALIDITY

- 11.1 Bid submitted by Bidder shall remain valid up to minimum period of 04 (four) months from the final due date for submission of Bids. Bidders shall not be entitled during the said period of four months, without the consent in writing of the NRL, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of NRL in writing, NRL shall forfeit EMD paid by them along with their bids.
- 11.2 NRL may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also be suitably extended. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

12.0 Procedure or Process for Online Submission of EMD

- (i) Bidders will open the link <https://easypay.axisbank.co.in/nrl> and type the Tender ID for which EMD is to be paid and click on the option "Validate".
- (ii) The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
- (iii) The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.
- (iv) The bidder is also required to enter his preferred account No. and IFS Code twice for receiving EMD refund. In case of any mismatch in the account No. or IFS Code entered twice, the web page will prompt the bidder to correct the data and then allow to proceed with payment.
- (v) The Bidder is then required to enter verification code as displayed in the web page and click on the option "Submit".
- (vi) The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).
- (vii) Bidder is required to accept the payment Terms and Conditions and select his preferred mode of payment from the options provided, viz., Net Banking (Axis Bank or Other Banks), Credit/ Debit Cards or NEFT/RTGS.
- (viii) In case of Net Banking, the bidder will enter his User ID/ Password/ Transaction Password and One time password as per the online payment system of the Bidder's Bank.
- (ix) For Credit/ Debit Card payment, the Bidder will enter his Card Number, Expiry Date, CVV and 'Verified by VISA' or 'Master Secure' password as applicable.
- (x) For bidders selecting the payment option of NEFT/ RTGS, the web page will generate a challan with a Dynamic/Virtual Account Number, IFS Code, Account Name and Amount. The bidders can take a print out of this challan or just note the relevant details and initiate the NEFT payment from their Bank.
- (xi) A receipt will be generated after successful payment (irrespective of the mode of payment). Bidder can take print out for onward submission with tender as well as save a soft copy of the receipt.

If the earnest money deposit as indicated in NIB is not received within the due date than his offer shall not be considered for opening.

- 12.2 If the Bidder, after submission, revokes his Bid or modifies the terms and conditions thereof during the validity of his Bid except where NRL has given opportunity to do so, the earnest money shall be liable to be forfeited. NRL may at any time cancel or withdraw the Bidding Process without assigning any reason and in such cases the earnest money submitted by Bidder will be returned to him.
- 12.3 The successful Bidder shall be required to submit contract performance bank guarantee with NRL in the manner and within the time period indicated in this Instructions to Bidders. Should the successful Bidder fails or refuses to acknowledge the purchase order or to furnish the contract performance bank guarantee within the specified period, the earnest money shall be forfeited.

After issuance of order to the successful Bidder by NRL, NRL will return the Earnest Money to all unsuccessful Bidders. Earnest Money shall be returned to the successful Bidder after he has furnished the order acknowledgement and Contract Performance Bank Guarantee to NRL.

- 12.4 For Indian Bidders, EMD exemption will be applicable for Micro, Small & Medium Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) as per guidelines (for similar work as mentioned in the experience criteria and monetary limit). On opening the unpriced bid, the NSIC registration certificate will be verified for the monetary limit of registration and category. If the bidder meets both the requirements, i.e. Monetary limit and category, the bid will be processed further. If not, the bidder will be asked to submit EMD for the values mentioned above. In case the bidder does not submit the EMD and Bid Document Fee, then their bid shall be rejected. The bidder shall submit Notary attested copy of the valid NSIC registration certificate indicating that their registration includes the item/works under tender. The certificate issued by NSIC shall be valid as on the date of opening of Un-priced Bid.

D BID SUBMISSION

- 13.0** A bidder shall submit only one bid in the same bidding process. A Bidder who submits more than one bid will cause all their bids disqualified in the said bidding process.

14.0 DEADLINE FOR SUBMISSION OF BIDS

- 14.1 Bids must be submitted online by the time and date mentioned above and also at Notice Inviting Bid.
- 14.2 NRL may, at its discretion, extend the deadline for submission of bids by issuing an Amendment in accordance with Clause 6.0 above, in which case all rights and obligations of the NRL and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

15.0 UNSOLICITED BIDS

Bids received by way of Post, Courier, Fax, Telex or Telegram or email or in open condition shall not be considered void.

E BID OPENING AND EVALUATION

16.0 OPENING OF TECHNO-COMMERCIAL BIDS

- 16.1 The Techno-Commercial part of the Bid shall be opened in the presence of attending representatives of Bidder. The attending representative(s) of the Bidder may have to produce authorization letter from their competent authority, otherwise they will not be allowed to attend the Bid opening. Number of representative will be restricted to maximum one person. The Bidder's representative who is present shall sign a Bid opening statement evidencing their attendance.

16.2 The Bidder's names and the presence or absence of the requisite EMD, and such other details as the NRL at its discretion, may consider appropriate, will only be announced, and recorded at the time of opening.

17.0 EVALUATION OF TECHNO-COMMERCIAL BIDS:

17.1 The NRL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

17.2 Prior to the detailed evaluation, the NRL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.

17.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be considered for opening.

17.4 The NRL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by NRL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

17.5 The NRL will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the NRL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

(a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/specifications defined in the Bidding Document, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the NRL deems necessary or prudent to be taken into consideration.

17.6 Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in NIB, etc.

18.0 OPENING OF PRICE BID

18.1 Priced commercial part of only those bidders whose bids is determined to be technically and commercially acceptable to the NRL shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening, only total price and rebate, if any, as quoted by the bidders shall be read out.

19.0 EVALUATION OF PRICE BIDS

19.1 All items of Price Schedule, as one group, shall be evaluated & ordered on one bidder.

19.2 Conditional discount, if offered, shall not be considered for evaluation.

20.0 CONTACTING THE NRL

20.1 Bidders are advised not to contact NRL on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence the NRL in any of the decision in respect of Bid evaluations or Award of Contract will result in the rejection of Bid.

21.0 AWARD OF CONTRACT

21.1 The NRL will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.

22.0 NOTIFICATION OF AWARD

22.1 The NRL will notify the successful Bidder in writing by Fax of Acceptance / Purchase Order that their bid has been accepted. The Fax of Acceptance will constitute the formation of a Contract until the Purchase Order is released.

23.0 CORRUPT AND FRAUDULENT PRACTICES

23.1 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.

23.2 In case, the information / document furnished by the vendor/ contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, NRL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor / contractor without any prejudice to other rights available to NRL under the contract such as forfeiture of PBG/security deposit, withholding of payment etc.

23.3 In case, this issue of submission of false documents comes to the notice after execution of work, NRL shall have full right to forfeit

any amount due to the vendor/ contractor along with forfeiture of CPBG/security deposit furnished by the vendor / contractor.

- 23.4 Further, such bidder / vendor / contractor shall be put on blacklist / holiday list of debarring them from future business with NRL.

24.0 PERFORMANCE BANK GUARANTEE

- 24.1 Within Thirty (30) days from the date of notification of award of works by the NRL, the successful Bidder shall furnish the required performance Bank Guarantee for an amount equal to ten percent of the total order value as per the provisions of General Purchase Conditions in the form of a Bank Guarantee in accordance with proforma enclosed with this bidding document valid till guarantee period plus 3 months claim Period..
- 24.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security.

PROPOSAL FORM F-1

ANNUAL TURNOVER STATEMENT

Bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement:

FINANCIAL YEAR	ANNUAL TURNOVER (Indicate Currency)	NET WORTH (Indicate Currency)

Note:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the Bid. Also refer clause 8.0 of Detailed Notice Inviting Bid (NIB)

SIGNATURE OF BIDDER

NAME OF BIDDER

COMPANY SEAL

PROPOSAL FORM F-2

COMPLIANCE TO BID REQUIREMENT

We, M/s _____, hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum/Amendment/Corrigendum to the Bidding Documents, if any, for subject work issued by Numaligarh Refinery Limited.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void.

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

PROPOSAL FORM F-3

Bidder's Name: M/s. _____

BIDDING DOCUMENT No. _____

Bidder's Offer Ref. No. & Date: _____

Tel No. _____ **Fax No.** _____

Contact Person: _____ **Mobile No.** _____ **E-Mail** _____

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

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.0	Prices	
1.1	Quoted prices are on FOT Despatch Point Basis inclusive of Packing & Forwarding charges.	Confirmed
1.2	Specify Despatch Point from where material will be dispatched	Indicated (Refer Annexure-A)
1.3	Freight Charges	
	a. Vendor to nominate their registered transporter for delivery.	Noted (Refer Annexure-A)
	b. Vendor to quote pre-agreed (with transporter) firm freight charges for transportation by road up to the NRL Site excluding Cenvatable service tax freight charge.	Indicated (Refer Annexure-A)
	c. Payment to Transporter for firm freight charges shall be paid by NRL to bidder.	Noted.
	d. Service Tax to seller shall be paid only against invoices issued in accordance with service tax rules Payment of Service Tax component shall be claimed against invoice under Rule 4A of Service Tax Act by the Seller.	Noted.

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.4	<p>Spares Parts:</p> <p>a) Please confirm that the Prices for 5 Years essential Spares, if required as per Bid document have been quoted on FOT Despatch Point Basis inclusive of P&F and the rate of applicable taxes & duties has been shown separately.</p> <p>b) Also, confirm that a list of 5 years spares for each item, Along with item description, quantity, unit prices, total price, etc. for the same have been furnished.</p> <p>c) Confirm in case 5 years spares are ordered along with main equipments, there shall be no extra freight charges applicable.</p> <p>d) Indicate freight charges in percentage (%) for 5 years spares if ordered separately.</p> <p>e) Confirm that the quoted prices of equipment are inclusive of the following:</p> <p>I. Commissioning Spares, if required as per Bid Document (Furnish Item wise List)</p> <p>II. Special tools & tackles if required as per Bid Document (Furnish Item wise List)</p> <p>III. Consumables, if required as per Bid document</p>	<p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>% Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p>
1.5	<p>Transit risk insurance (Applicable where Scope involves Supply) upto FOT NRL Site is in the scope of NRL.</p>	Noted
1.6	<p>Comprehensive Insurance (Applicable where Scope involves Supply and Site Work) covering Transit cum Storage cum Erection Insurance etc. till handing over of Equipment shall be in the scope of NRL.</p>	Noted
2.0 2.1	<p>Excise Duty: Please indicate / confirm the following:-</p> <p>a) Excise Tariff sub heading no.</p> <p>b) Present rate of Excise Duty + Educational Cess payable extra on finished products has been indicated in the price schedule.</p> <p>c) Maximum rate of Excise Duty applicable (If present rate is nil or concessional)</p>	<p>Indicated (Refer Annexure-A)</p> <p>Indicated (Refer Annexure-A)</p> <p>%</p>
2.2	<p>Please indicate following break-up</p> <p>a) Cenvatable Excise Duty + Educational Cess</p> <p>b) Non Cenvatable Excise Duty</p>	<p>100%</p> <p>NIL</p>

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
2.3	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 2.2 (a) above. Confirm acceptance.	Confirmed
2.4	The Excise Duty shall be released only on receipt of copy of Invoice, valid for availing CENVAT for Cenvatable Excise Duty. Confirm acceptance.	Confirmed
2.5	Excise Duty on freight : a) Confirm whether Excise Duty will be applicable on freight charges also. b) In case Excise Duty is not applicable on freight charges Presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Bidder. Confirm acceptance.	Not Applicable Confirmed
2.6	Variation in Excise Duty : a) Only statutory variations in Excise Duty, if any, in the present rate of excise duty, upto the contractual delivery period shall be to NRL's account subject to furnishing documentary evidence by the bidder. b) Any variation in Excise duty at the time of supplies for any reasons, other than statutory adjustment, including variations due to turnover, shall be borne by bidder.	Confirmed Confirmed
3.0	Sales Tax/VAT a) Please confirm the following:- i. Present rate of CST against Form – 'C' payable on finished products and to be paid extra has been indicated in the price schedule ii. Form-C will be issued quarterly basis by NRL ii. Present rate of VAT (Assam) payable on finished products and to be paid extra has been indicated in the price schedule (No concessional from shall be provided for the VAT applicable in Assam). b) If CST / VAT is not applicable at present due to any reason, the same shall be borne by Bidder if it becomes applicable later. c) Clarify whether CST / VAT will be applicable on freight charges also. d) In case CST / VAT is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Bidder. Confirm acceptance. e) Only statutory variations, if any, in the present rate of CST / VAT, upto contractual delivery period shall be to NRL's account subject to furnishing documentary evidence by the Bidder.	Indicated (Refer Annexure-A) Noted Indicated (Refer Annexure-A) Confirmed Not Applicable Confirmed Confirmed

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
4.0	Any new or additional taxes/ duties and any increase in the existing taxes/ duties imposed after contractual delivery shall be to BIDDER'S account whereas any corresponding decrease shall be passed on to the NRL.	Confirmed
5.0	Site Work: (IF APPLICABLE)	
5.1	If Material Requisition/ enquiry documents call for Site Work, please confirm the following:	
	a) Quoted prices include Works Contract Tax. Only one single order covering complete scope of supply & site work will be issued.	Confirmed
	b) NRL shall not pay any variation except statutory variation on WCT. Also any extra implication due to wrong assessment and/ or selection of mode of ordering shall be borne by the bidder. Confirm acceptance.	Confirmed
	c) WCT at source will be deducted as per statutory provisions and TDS certificate will be issued for the same by NRL. Confirm acceptance.	Confirmed
	d) Supplier shall be required to submit clearance certificate form Sales Tax authorities along with final bills.	Confirmed
6.	Price Reduction Schedule: Acceptance of Price Reduction Schedule for delayed delivery as per GPC (Indigenous) and Special Instruction to Bidders	Confirmed
7.	Delivery Period / Completion Period: Please confirm Delivery/completion Period as mentioned in tender document	Confirmed
8.	Payment Terms: Please confirm acceptance to following:	
	a) Acceptance of applicable Payment terms as mentioned in tender document	Confirmed
	b) Advance payment is not acceptable.	Confirmed
9.	Part Order:	
	a) Acceptance of Part Order as per GPC (Indigenous)	NA
	b) The quantity against a particular item shall not be split.	NA
	c) Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	NA
10.	Repeat Order: Acceptance of repeat order within 12 Months from the date of FOA/LOI/ PO at same prices, terms and conditions.	Confirmed

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
11.	<p>Performance Bank Guarantee: Submission of Performance Bank Guarantee for 10% of total order value in the format attached with BIDDING DOCUMENT and as per GPC (Indigenous) clause 10 for full guarantee period plus 3(Three) months of claim period, within 30 days from the date of FOA/LOI/PO.</p>	Confirmed
12.	<p>Firmness of prices: Quoted prices shall remain firm and fixed till complete execution of the order.</p>	Confirmed
13.	<p>Testing, Inspection and Documentation charges: Quoted prices are:</p> <ul style="list-style-type: none"> i). inclusive of all testing and inspection charges as required in Bid Document. ii). inclusive of all IBR/IGC/NACE charges (if applicable) as required in the in Bid Document. iii). The built-in import content (if applicable) shall also be subject to inspection by Third Party Inspector (TPI) : LRIS/BV/DNV/ABS/CEIL in the country of origin of the import content and charges for the same are included in quoted prices. No additional charges for TPI will be paid by NRL. iv) Inspection/Certification of all the goods of Indian origin, shall be done by Third Party Inspection (TPI) : LRIS/BV/DNV/ABS/CEIL and charges for the same is included in the quoted price. v) Inclusive of all drawings & documentation charges as per MR. 	<p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>Noted</p> <p>Confirmed</p>
	<p>Import Content:</p> <p>CONFIRM WHETHER YOUR OFFER CONTAIN IMPORT CONTENT</p> <p>If your offer is based on certain imported raw materials required for equipments/ materials offered, please note/specify the following :</p> <ul style="list-style-type: none"> a) Please note that price shall be based on considering Merit Rate of Customs Duty only. b) Details of Built-in CIF Value and Import Duty for each item of MR has been furnished under the Format "CIF/CD" attached herewith. c) Prices shall be firm on account of variation in foreign exchange rate. d) NRL shall not provide any import license. 	<p>Not Applicable / Applicable (Please tick, whichever is applicable)</p> <p><u>If applicable</u>, Confirmation furnished below for built-in import content i.e. against point 14 a) to 14 j) shall be applicable</p> <p>Noted</p> <p>Confirmed</p> <p>Confirmed</p> <p>Noted</p>

14.	<p>e) Quoted prices are after considering the benefit of CENVAT on CVD & SAD portion including education cess thereon.</p> <p>f) Any upward variation due to change in Customs Duty classifications shall be absorbed by the Bidder. However, any reduction in customs duty due to change in classification shall be passed on to NRL.</p> <p>g) Statutory variations, if any, in the rate of customs duty upto a maximum period of 2/3rd of the contractual delivery period shall be to NRL's account. NRL will not pay any variation on account of CVD & SAD portion including education cess thereon.</p> <p>h) Any increase in price due to increase in the rate of Customs Duty, due to any reasons, whatsoever, beyond the above specified period, i.e. 2/3rd of contractual delivery period, shall be to Bidder's account. However, any decrease in custom duty rate at the time of actual clearance of imported materials shall be passed on to NRL.</p> <p>i) The CIF Value(s) indicated by the Bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in custom duty and/or other statutory variations, if any, thereon.</p> <p>j) Variation in price due to Customs duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p>	<p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p>
15.	Validity:	
15.1	Validity of the offer shall be as 4 (four) months from the final bid due date.	Confirmed
15.2	NRL reserves the right to place order for 2 years spares separately, hence confirm validity of prices for 2 years spares up to 4 months beyond the validity of bid.	Confirmed
16.	<p>Acceptance of all other terms & conditions as per attached:</p> <p>a) Instructions to Bidders</p> <p>b) General Purchase Conditions (Indigenous)</p> <p>c) General Conditions of Contract – For Site Work (if applicable)</p> <p>d) Terms & Conditions for Site Work (if applicable)</p> <p>e) Any other applicable terms & Conditions as per BIDDING DOCUMENT</p>	<p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p>

17.	Furnish Balance Sheet/ Annual Reports & Turnover figures of last three years along with your un priced offer: TURNOVER Last Year : Rs 2 years before : Rs 3 years before : Rs	Enclosed
18	Deviations to Terms & Conditions shall lead to loading of prices or rejection of offer as per BIDDING DOCUMENT including Special Instructions to Bidders. Please confirm.	Confirmed
19	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	Confirmed
20.	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 above and terms & conditions mentioned elsewhere in the offer, the confirmation given herein above shall prevail.	Confirmed

BIDDER'S SIGNATURE & DATE : _____

SEAL/ STAMP: _____

**AGREED TERMS & CONDITIONS (ATC) – ANNEXURE-A
(FOR INDIAN BIDDERS)**

NAME OF BIDDER: _____

OFFER REF. _____ **Dated** _____

BIDDING DOCUMENT NO. _____

ITEM : _____

Certain Points of ATC are replied as below:

1. DESPATCH POINT	_____
2. FREIGHT CHARGES EXTRA UPTO PROJECT SITE (EXCLUDING CENV ATABLE SERVICE TAX)	_____ % EXTRA
3. CENVATABLE SERVICE TAX ON FREIGHT CHARGES, IF ANY (NOT TO BE INCLUDED IN THE FREIGHT CHARGES)	_____ % EXTRA
4. DETAILS OF NOMINATED TRANSPORTER FOR DELIVERY UP TO NRL PROJECT SITE	_____
5. EXCISE DUTY : TARRIF SUB HEADING NO.	_____
6. EXCISE DUTY + EDUCATION CESS	_____ % EXTRA
7. CENTRAL SALES TAX AGAINST FORM 'C' Note: C-Form will be issued on quarterly basis by NRL)	_____ % EXTRA
8. VAT (ASSAM) (NO CONCESSIONAL FORM SHALL BE PROVIDED FOR THE VAT APPLICABLE IN ASSAM)	_____ % EXTRA

BIDDER'S SIGNATURE & DATE: _____

WITH SEAL / STAMP:

**AGREED TERMS & CONDITIONS (ATC) – ANNEXURE-B
(FOR INDIAN BIDDERS)**

**DETAILS OF BUILT-IN CIF VALUE OF IMPORT CONTENT WITH ITEME WISE DETAILS AND RATES OF CUSTOMS DUTY CONSIDERED
AND INCLUDED IN QUOTED PRICES**

Item No. / Tag No. of MR	Details of Built-In Imported Raw Materials and Components			Total CIF Value of Import Content included in Quoted Supply Prices (Rs.)	Rate of Customs Duty included in Quoted Prices					
	Sl. No.	Description	Qty. (Unit _____)*		Customs Tariff No.	Basic Customs Duty (%)	CVD + Educational Cess (%)	Ed. Cess on Customs Duty	Additional CVD/SAD	Total Duty (%)
1	i)									
	ii)									
									
2	i)									
	ii)									
	...									
...										
		TOTAL CIF VALUE		Rs.						

NOTES :

- 1) Quoted prices are based on Merit Rate of Customs Duty, CVD & Ed. Cess, Education Cess on Customs Duty, Additional CVD/SAD. Project Authority Certificate (PAC) shall not be issued by the NRL.
- 2) The correct tariff classification must be shown above alongwith the rates of customs duty.
- 3) Price shall remain firm & fixed on account of Foreign Exchanger rate variation.
- * 4) Quantity of Import Content shall be given on item wise basis.

SIGNATURE OF BIDDER**NAME OF BIDDER & 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: <http://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 “Click **here to Enroll**” 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.

Contd.2

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.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. 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 has 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 coloured (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.

Contd.3

- 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

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BOQ_XXXX .xls



TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):

This tender is guided by the 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 per **below**

TENDERS FROM MICRO AND SMALL ENTERPRISES (MSEs):

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

A. Qualifying Criteria for MSEs Bidder:

- (i) MSE bidder must submit Notarized copy of MSE registration document i.e. Entrepreneurs Memorandum Acknowledgement (Part-II) from any of the following body (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District industries Centers(DICs)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
- (ii) The MSE registration shall be valid as on date of placement of order
- (iii) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services.
- (iv) The classification and registration as Small Scale Industries has been rescinded, after implementation of the MSMED Act 2006. The same is also issued vide policy ref. no. 5(1)/2011-MSME Pol. dtd. 14.06.2011 issued from the Office of the Development Commissioner, Ministry of MSME, Govt. of India. So, the use of Small Scale Industries in statutes/ rules/ guidelines/ instructions etc. is to be substituted by the term Micro and Small Enterprise (MSE) and permanent SSI registration is to be substituted by Entrepreneurs Memorandum Acknowledgement (Part-II). As such, certificates with SSI registration shall not be considered eligible for the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012.

B. Benefits Under The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012

1. Issue of Tender Sets Free of Cost

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

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

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

3. Price preference for MSEs Bidder:

For Service Tender

- i) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.
- ii) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the total tendered value to MSE, considering sprit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

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

For Procurement Tender

- i) Indemnity Bond (on Rs. 100 Stamp Paper) stating that “The Bidder” shall offer and supply the entire tender quantity from the plant (situated at _____Plant Address _____), which is having MSE Certification.

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

- ii) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% per cent shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 bidder is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value.
- iii) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded the full/complete supply of the total tendered value to MSE, considering sprit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

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

Proforma of Letter of Authority for Attending Unpriced Bid Opening / and Priced Bid Opening

No.

Date:

Numaligarh Refinery Ltd.
PO: NR Complex
Dist.: Golaghat, Assam, India
PIN: 785699
Ph.: 03776-265596
Fax: 03766-265514
E-mail: pranabjyoti.sarma@nrl.co.in

Attn. Mr. P.J.Sarma, SM (C))

Dear Sirs,

We.....hereby authorise following representatives (s) to attend the Pre bid conference/ unpriced bid opening / and priced bid opening against your RFQ No.:
..... / **for Item**

1. Name & DesignationSignature
2. Name & Designation Signature

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature
Name & Designation
For & on behalf of

Note :

This Letter of Authority should be on the letter head of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder

**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 hereupto _____
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 dis putes 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.