

NUMALIGARH
REFINERY
LIMITED

A GOVERNMENT OF INDIA ENTERPRISE



**TENDER DOCUMENT
FOR**

**Balance RoU Acquisition Work for India Bangladesh
Friendship Pipeline - Indian portion**

Tender No. OC15000057/DJD

E-Tender

Bidder's offer ref: _____ **Dtd.** _____

PART-I: UNPRICED BID

◆
PREPARED & ISSUED BY

NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)

NOTICE INVITING TENDER

Contact person:

COMMERCIAL MATTERS: Mr. D Das; Chief Manager (Commercial); E-mail ID: djd@nrl.co.in

TECHNICAL MATTERS: Mr. N K Haloi; Chief Manager (Project); E-mail ID: nirod.k.haloi@nrl.co.in

Numaligarh Refinery Limited

Our Reference: Tender No. OC15000057/DJD

Date: 24-10-2019

Tender document for the job: - **Balance RoU Acquisition Work for India Bangladesh Friendship Pipeline - Indian portion**

Dear Sirs,

Online offers in **Two Part Bid** are invited by Numaligarh Refinery Ltd. for the work as detailed below:

- 1. Name of the work : Balance RoU Acquisition Work for India Bangladesh Friendship Pipeline - Indian portion**
- 2. Earnest Money Deposit : Rs. 10,000.00**

Note: The EMD must be submitted ONLINE within the submission due date & time specified in the NIT and tender document through the online portal of Axis bank link: <https://easypay.axisbank.co.in/nrl>. **If the EMD is not received within the specified date/time, offer shall not be considered for opening.** The online receipt generated against the online EMD submission should be uploaded with the bidder's online offer. In case of MSE registered bidders- bidder has to upload the scanned copy of UAM/EM-Part-II certificate with the technical bid.

- 3. Contract Period : 5 (Five) months from the date of work order.**
- 4. Online EMD & Bid Submission : Before 11.00 AM of 14-11-2019.**
- 5. Bid Opening date & time : After 11.00 AM of 15-11-2019 (Technical Bids only)**
- 6. Place of submission of Bid :** Online in the e-tender portal i.e., <http://eprocure.gov.in/eprocure/app>
- 7. PRE-BID DISCUSSION : Not Applicable**
- 8. Submission of Bid :**
Being an e-tender the bid shall be submitted online in the e-tender portal i.e. <http://eprocure.gov.in/eprocure/app>.

For any assistance, please contact the following person:

Mr. Dhiraj Mohan Saikia,

Phone No 03776 – 265774,

E-mail: z_tender@nrl.co.in

For any issues/assistance, please contact CPPP helpdesk at 0120-4200462 / support-eproc@nic.in

IMPORTANT NOTE:

Tender documents should be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/ registered in e-procurement should enroll/ register before participating, through the website <http://eprocure.gov.in/eprocure/app>

- 1) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document on the website <http://eprocure.gov.in/eprocure/app>.

2) Tenders and supporting documents should be uploaded online. Hard copy of tender documents and any supporting documents will not be accepted.

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

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

For any assistance, please contact Mr. Dhiraj Mohan Saikia, Phone No 03776 – 265774, E-mail: z_tender@nrl.co.in

For any further issues/assistance, please contact CPPP helpdesk at 0120-4200462 / support-eproc@nic.in

To update MSME/ UAM details please follow the steps:

- (i) Logon to the CPPP
- (ii) Login with your account details
- (iii) Click on **My Accounts**
- (iv) Click on **Privileges**
- (v) Under **MSME** you have to update your details.

Corrigendum/addendum/extension (if any) pertaining to this tender will be published in the website only

Kindly upload technical bid documents in folders as specified below:

1. **EMD Folder:** Scanned copy receipt generated of successful payment after online submission of EMD in the <https://easypay.axisbank.co.in/nrl> /UAM certificate / EM Part-II for MSE bidders
2. **Tender Document Folder:** Signed and seal of each page (filled in information in tender).
3. **Technical Document Folder:**
 - a. Work order and completion certificate
 - b. Financial document in support of Annual Turnover
 - c. PAN card copy
 - d. GST Registration certificate
 - e. PF, ESI copy etc.

Procedure or Process for Online Submission of EMD:

- a) 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".
- b) The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
- c) The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.
- d) 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 proceeding with payment.
- e) The Bidder is then required to enter verification code as displayed in the web page and click on the option "Submit".
- f) The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).

- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.

9. To update MSME/UAM details please follow the steps:

- (i) Logon to the CPPP
- (ii) Login with your account details.
- (iii) Click on **My Accounts**
- (iv) Click on **Privileges**
- (v) Under **MSME** you have to update your details.

For any issues/assistance, please contact CPPP helpdesk at 0120-4200462 / support-eproc@nic.in

10. Instructions for **ONLINE EMD submission through the portal of Axis Bank:-**

- a) Bidders will open the link <https://easypay.axisbank.co.in/nrl> and type the Tender No.* for which EMD is to be paid and click on the option "Validate".
*** Bidders should enter tender ref. no (OC15000057) only in the field of Tender ID of Axis bank payment gateway.**
- b) The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
- c) The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.
- d) 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.
- e) The Bidder is then required to enter verification code as displayed in the web page and click on the option "Submit".
- f) The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) Since the Axis bank payment gateway is not under the CPPP, so the payment mode is mentioned as offline (BG) in the CPP portal. Bidder has to make a dummy entry in the EMD fields of CPPP by putting URN no. as instrument no., payment date as issue date, any date as expiry date, and bank name as issuer details. Please upload the EMD payment receipt along with technical bid.

11. **Other terms and conditions:**

- (a) Transfer of tender documents issued to one short-listed bidder to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- (c) Variation in the value of the work will not vitiate the tender agreement.
- (d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- (e) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- (f) The contractor should engage skilled and unskilled labourers preferably from the families of displaced persons to the extent available.
- (g) **Chief Manager (Project- IBFPL)** shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- (h) The General Conditions of contract of NRL will be applicable for this contract also. Intending tenderer may see the General Conditions of Contract of NRL at the Commercial Department of NRL site office on any working day during office hours or may visit our website www.nrl.co.in.
- (i) **Tenderer will fill up the all annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed information are missing or are incomplete, are liable to be rejected.**
- (j) One authorized representative of the bidder/contractor may remain present during the tender opening on the due date, time and venue.
- (k) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act and deposit the same to the authorities concerned along with the employers' contribution.
- (l) **For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer 'Circular of wages for contract workmen'. This circular is available at NRL Website www.nrl.co.in (Tender Room -> Circular of Wages for Contract Workmen).**
- (m) No mobilization advance will be paid to the contractor for execution of this work.
- (n) Insurance shall be effected for all employees of the contractor, engaged in the performance of the subject job. (Refer clause 104.1 (ii) of GCC).
- (o) **The contractor is required to obtain labour license under Contract Labour (R&A) Act, 1970 & PF registration number on awarding the contract.**
- (p) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:

- (i) The Contract Labour (Regulation and Abolition) Act,
- (ii) The Minimum Wages Act.
- (iii) The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
- (iv) The Payment of Wages Act,
- (v) The Payment of Bonus Act,
- (vi) The Employees Provident Fund & Misc. Provisions Act,
- (vii) Family Pension Scheme,
- (viii) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Provident Fund

- a) PF to be deposited against each worker engaged by the contractor. The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for PF.
- b) Contractor has to submit monthly return (ECR) and acknowledgement receipt of the PF deposits along with the bill.
- c) Actual calculated PF amount will be withheld from RA bill in case of non submission of the above document.

ESI Fund

- a) ESI to be deposited against each worker engaged by the contractor .The worker should have valid gate pass against the particular contract. Contractor has to maintain one register for ESI.
- b) Contractor has to submit monthly return and acknowledgement receipt of the ESI deposits along with the bill.
- c) Actual calculated ESI amount will be withheld from RA bill in case of non submission of the above document
- (q) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by NRL.
- (r) Agencies who are already blacklisted or against whom there is adverse report on committing criminal offence, their offers will be rejected.

12. ADDENDA/CORRIGENDA OF BIDDING DOCUMENT:

- (i) NRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum/corrigendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance.
- (ii) In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

GM (Commercial), I/c
Numaligarh Refinery Limited

PRE-QUALIFICATION CRITERIA

Name of Work: Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion

Tender No. : OC15000057/DJD

The intending bidders for above tender should meet the qualifications as given below:-

1. The bidder shall have experience of execution of acquisition of Right of User (RoU) in land under Petroleum and Mineral Pipeline Act (P&MP Act), 1962 and opening of the same RoU for construction of the pipeline depending on the requirement of pipeline laying contractor and must have provided the same services for execution of a petroleum pipeline project during last 10 (Ten) years in a single contract.
2. The bidder shall submit relevant Purchase order copies placed directly by the prime owner or through EPCM consultant along with job completion certificates or any other such documents in proof of meeting this requirement. Job completion certificates should indicate name of work, work order no., final contract value, date of starting of the job, completion date duly signed by competent authority of the prime owner. The originals of these documents shall have to be produced as and when asked for.
3. **Past Experience** of having successfully completed similar works* during last 10 years ending last day of the month, proceeding the month in which bids are invited should be either of the following :-
 - One similar work costing not less than **Rs. 4.67 Lakh** or
 - Two similar works costing not less than **Rs. 3.73 Lakh** each or
 - Three similar completed works costing **Rs. 2.80 Lakh** each

***Similar works:** "The bidder shall have experience of execution of acquisition of Right of User (RoU) in land under Petroleum and Mineral Pipeline Act (P&MP Act), 1962 and opening of the same RoU for construction of the pipeline depending on the requirement of pipeline laying contractor and must have provided the same services for execution of a petroleum pipeline project during last 10 (Ten) years in a single contract." Work order copy along with job completion certificate to be submitted along with unpriced bid.

The Value of past experience be adjusted at a simple rate of 7% for every completed year and/ or part thereof ending last day of the month preceding the month in which bids are invited

Note: The bidder must submit copy (ies) of relevant Work Order(s) and Completion Certificate(s) along with the un-priced bid in support of the above criteria.

It is to be noted that experience as main contractor will only be taken cognizance of for the purpose of assessing qualifying criteria. However, authorized sub-contractors under principal contractors can also be considered provided their works completion certificate is issued by the client organization in case of job executed elsewhere under PSUs, limited companies, Government Departments, Quasi government and autonomous bodies. However, in case of sub-contractors under contractors engaged by NRL, the works completion certificate issued by the main contractor will also be acceptable provided the same is endorsed in original by Engineer-in-charge of NRL in terms of job description and value.

For accepting experience as sub-contractor(s) or contractors under Private Organizations, in addition to the requisite certificates (letter of award and job completion certificate etc.) TDS certificate issued by principal contractor / private organization shall form the basis for considering experience and value of work executed.

5. Average Annual Financial Turnover during the last three years ending 31st March of the previous financial year, shall be at least **Rs. 2.80 Lakh**. The bidder must submit copy (ies) financial documents – Trading and P/L account(s) along with the un-priced bid in support of the above criteria.

Offer will be considered only when NRL is satisfied with experience and capability of the tenderer to take up this work.

SPECIAL NOTE TO BIDDERS:

The relaxation of Prior Turnover and Prior Experience will be applicable for Micro and Small Enterprise (MSE) or Startup bidder for the subject tender.

Technical Document for Acquisition of ROU for the Indo- Bangla Friendship Pipeline Project (Indian portion)

Tender No. : OC15000057/DJD

Name of Work: Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion

CONTENTS

- 1.0 Introduction
- 2.0 Bidders Qualification Criteria
- 3.0 Scope of work & Technical specification
- 4.0 Terms of Payment

1. Introduction

1.1 About the Company:

Numaligarh Refinery Ltd a Central Government Public Sector Undertaking and a subsidiary of Bharat Petroleum Corporation Ltd. operates a 3.0 MMTPA Refinery at Numaligarh in the District of Golaghat, Assam since 2000. NRL is now commencing upon a major Cross Border Pipeline Project of 130 Km (approx.) from Siliguri marketing terminal, Siliguri West Bengal to Parbatipur in Bangladesh to export petroleum product to Bangladesh. The total line capacity shall be 1.0 MMTPA.

1.2 About the Project:

Bangladesh Petroleum Corporation (BPC) expressed interest to import 1.0 MMTPA of Gas Oil (HSD) from Numaligarh Refinery Limited (NRL) and NRL has agreed to supply the same from its Siliguri Marketing Terminal (SMT) on mutually agreed terms and conditions. NRL & BPC are, therefore planning to develop a Greenfield Cross border 1.0 MMTPA capacity Product Pipeline System from NRL's Siliguri Marketing Terminal (SMT) at Rangapani, Siliguri, West Bengal, India to BPC's Petroleum Product Storage Depot at Parbatipur in district Dinajpur, Bangladesh. The length of pipeline is approximately 130 km and will have dispatch station at Siliguri and one receiving station at Parbatipur including en-route SV, CP Station etc.

NRL further desires to build a safe, most economical, technologically advanced pipeline system with least disturbance to the environment and surrounding habitat.

Tentative Route

The pipeline passes through state of West Bengal in India. The pipeline takes off from Siliguri Marketing Terminal of NRL where the Dispatch Terminal & Pumping Station is located. The Receipt Terminal is located within the premises of Bangladesh Petroleum Corporation at Parbatipur, Bangladesh.

The proposed pipeline passes 5.16 kms (approx.) in India whereas it passes 124.34 kms (approx.) in Bangladesh. The pipeline generally runs through paddy fields and tea plantation. The surface soil is made up of predominantly silty clay. As per the Reccy survey report, pipeline route is not passing through any reserved forest. While selecting the pipeline route forest area has been avoided.

1.3 Brief Scope of Work:

A contract was lined up for acquisition of ROU of the Indian portion with contractual period of 9 (nine) months and all works of ROU acquisition not got completed. Scope of this tender covers the balance works of the ROU Acquisition jobs.

- 1.3.1 Providing services to Competent Authorities (CA) for establishing Right of Use in land (RoU) as per P&MP Act 1962 and opening of the same RoU for construction of pipeline in Indian Territory upto a distance of 5km (Approx).

2. Bidders Qualification Criteria

- 2.1 The bidder shall have experience of executing in acquisition of Right of User (RoU) in land under Petroleum and Mineral Pipeline Act (P&MP Act), 1962 and opening of the same RoU for construction of the pipeline depending on the requirement of pipeline laying contractor and must have provided the same services for execution of a petroleum pipeline project during last 10 (Ten) years in a single contract.

Note: The bidder shall submit relevant work order copies placed directly by the prime owner or through EPCM Consultant along with job completion certificates or any other such documents in proof of meeting this requirement. Job completion certificates should indicate name of work, work order no., final contract value, date of starting of the job, completion date duly signed by competent authority of the prime owner. The originals of these documents shall have to be produced as and when asked for.

Deviations, if any shall be presented separately with cross reference to the clause against which deviation is sought. In case, no such sheet is submitted with the bid, it will be construed that the bidder conforms to all requirements of the tender in totality.

3. Scope of work & Technical specification

Scope of work to be carried out for the pipelines is described below

- 3.1** Providing services to Competent Authorities (CA) for establishing Right of Use in land (RoU) as per P&MP Act 1962 and opening of the same RoU for construction of pipeline.

A. Scope & specification:

Scope under this head shall include the following activities.

1. NRL / Competent Authority (CA) will indicate the requirement of office support staff, field support staff, their source, availability and experience depending on the quantum of work. The contractor shall arrange the manpower accordingly by liasoning with appropriate authority. Remuneration for all CA's support staff to be made by contractor except for the remuneration to the CA. TA/DA/Travelling cost of the CA also will be paid by NRL directly.
2. Getting all the procedures accomplished for getting the notification published in Official Gazette.
3. Listing out affected survey numbers within the 18 mts RoU and cross-checking preliminary cadastral survey work.
4. Land use information and value for wet land, dry land, Kharif land, type of crop, etc, as per prevailing practice.
5. Preparation of 3(1) notification and submitting it to CA and Ministry of Petroleum & Natural Gas (MOP&NG) for approval and Liasoning with Press and expediting for publication of the notification in the Gazette of India U/S 3(1) of P&MP Act, 1962. Expenditure of publication in press is under contractor's scope.
6. Comparing the published notification U/S 3(1) with the manuscript sent to MOP&NG by the Competent Authority and identifying mistakes, errors etc.
7. Preparation of Erratum and Corrigendum (in both Hindi & English) in respect of the identified mistakes, errors etc. in the published notification U/S 3(1), Liasoning with Press and expediting publication of Erratum/ Corrigendum in the Gazette of India.
8. Preparation of notices U/S 3(1) (in local language) for serving on individual land Owner.

9. Providing necessary services for information of the public about the process of RoU acquisition in land as per the requirement of the P & MP Act 1962 and as per direction of Competent Authorities.
10. Serving of notices U/S 3(1) on individual land Owner (shown in Revenue records as the Owner of the land on the date of the notification and to be identified with the help of concerned Panchayat members or Govt. Patwari or Village Watchman, etc. and obtaining appropriate acknowledgement.
11. Facilitating hearing of objections filed by the land Owner U/S 5(1) within 21 days of serving of notices U/S 3(1), by the Competent Authority.
12. Facilitating disposal of the above objections by the Competent Authority. For any suggested re-routings by Competent Authority, the same shall be carried out afresh as per the item rates defined for respective activities starting with Detailed Route survey.
13. Preparation of schedule (in both Hindi & English & local language) for publication of the notification in the Gazette of India U/S 6(1) of P&MP Act, 1962, Liaisoning with Press and expediting its publication in the Gazette.
14. Entry of Gazette notification U/S 6(1) in relevant village record as applicable and obtaining appropriate certificates in support thereof.
15. Comparing the published notification U/S 6(1) with the manuscript sent to MOP&NG by the Competent Authority and identifying mistakes, errors etc.
16. Preparation of Erratum and Corrigendum (in both Hindi & English) in respect of the identified mistakes, errors etc. in the published notification U/S 6(1), following up and liaisoning with Press and expediting publication of Erratum/ Corrigendum in the Gazette of India.
17. Preparation of notices U/S 6(1) on individual land Owners.
18. Serving of notices U/S 6(1) on individual land Owners in local language and obtaining appropriate acknowledgement.
19. Ascertain from revenue records and local Panchayats in respect of each plot as to whether the same is under cultivation or being used for other purpose.
20. Collection of rates of various structures, land, crop, trees, etc. falling in the RoU. Collection of crop yield and all that are required for computation of award of compensation to the land owners. Assist the CA in calculation & preparation of the awards.
21. Assisting in disbursing the payment of compensation as per award of the Competent Authority. Disbursement of compensation shall be timed with the readiness of the pipeline construction and it shall be ensured that the compensation to the land owners is paid only once.
22. Entry of Gazette notification U/S 6(1) in original Jamabandi of the concerned plot number and obtaining a certified copy of the same in support thereof.
23. Preparation of village maps in suitable format, and development of fresh field book, for submission to the State Govt. authorities later. A soft copy shall be submitted to Owner.
24. Inclusion of data for schedule 3(1) and 6(1) publication in the Gazette including the Erratum, etc. in the computerized land record data base prepared under Cadastral Survey activities.

25. Contractor shall utilize appropriate RoU data processing software for the maintaining RoU data, such as LAQ statement, 3(1) notification, 3(1) notices, 6(1) notification, 6(1) notices, award and compensation paid details etc.
26. The contractor shall setup his main office for his own personnel near the office of NRL, in addition to his other field offices at different locations along the pipeline route.
27. Vehicle expenses for transport shall be in contractors scope

3.2 PROVIDING SERVICES FOR OPENING UP OF RoU

B. Scope & specification:

Scope under this head shall include the following activities.

1. Complete all required formalities, pay compensation to the land owners and do all activities required to make clear the RoU from any objections, resistance, hazard etc. so that the pipe laying job can be progressed smoothly.
2. Due notice as per requirement of P&MP Act 1962, shall be served to the land owners, Panchayat, Government agencies etc. for commencement and completion of the work.
3. Handing over of RoU corridor to the pipeline laying contractor and field verification of field boundary cut points for each of the plots with respective RoU corridor marked by the laying corridor contractor as per centre line.
4. Ensure smooth opening of RoU and resolution of any dispute raised by the owners on site and also ensure that under no circumstances the pipeline laying job is hampered. Rules and regulations as per P&MP Act 1962 and other rules of the land shall be adhered to and contractor shall act accordingly. Contractor shall file Police complaints on behalf of owner against any person/persons not willing to abide by the Rules and regulations as per P&MP Act 1962 or any other applicable act as the case may be.
5. The team deployment shall be as per pipeline laying contractor schedule and as per site requirement. Disbursement of compensation to the land owner shall be timed as per laying contractor schedule.
6. RoU opening can commence from any chainage and in any direction. Notice of deployment for any team shall be given 15 days in advance and contractor to deploy the team within the notice period at designated place. Owner reserves the right to ask for shifting/replacement/additional deployment of team at designated places and time depending on the project progress requirement.
7. The teams deployed may have to hop, skip and jump depending upon the site requirements. No additional amount is payable on account of such movement. In case the allotted length gets completed and there is no further front assignment, the team gets disbanded immediately. Payment will be made for completed months or part thereof.
8. Delivery of drawing to laying contractor for each of the plots indicating the field bunds of respective revenue plots w.r.t RoU centre line, to enable them restore the same.
9. Any other services not specifically mentioned here or elsewhere but are contingent in nature and essential to the ongoing job shall be provided by the contractor at no extra cost to owner.
10. Daily progress report in format approved by NRL shall be submitted.

B. Reports:

Detail reports of each crossing indicating the correspondences, payment details, agreement, final permission etc. shall be submitted to the owner. These data shall be incorporated in a GIS database format compatible with software base for easy access to owner/ client and as reference material w.r.t chainage and type of crossings.

4. TERMS OF PAYMENT

The payment for all running bills will be released as per Section –VI (Certificates and Payments) of NRL's GCC upon receipt of the bill at NRL office duly certified by EIC and/or Supervising Agency, if engaged. The payment of the final bill will be subject to successful completion of the work in totality, completion of requisite documentation and submission of No Due / No Claim certificate.

1. Providing services to Competent Authorities (CA) for establishing right of use in land (RoU) as per P&MP Act 1962 for construction of pipeline:
 - 25% on Gazette notification of 3 (i).
 - 75% on Gazette notification of 6 (i).
2. Opening of RoU front for taking physical possession:
 - 100% on monthly basis upon disbursement of compensation, preparation of reconciliation statement of disbursement, completion of all formalities and final documentation. .

BIDDER RELATED INFORMATION

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

SN	DESCRIPTION	BIDDER'S CONFIRMATION/COMMENT
1	NAME OF BIDDER :	
2	CONTACT PERSON NAME :	
3	COMPLETE ADDRESS :	
4	MOBILE NO :	
5	E-MAIL ID :	
6	POWER OF ATTORNEY IN THE NAME OF THE SIGNATORY OF THE BID :	
7	COMPLETE TENDER DOCUMENT DULY SEALED & SIGNED :	Confirmed and submitted
8	SEALED & SIGNED COPY OF THE INTEGRITY PACT :	Not Applicable
9	EARNEST MONEY DEPOSIT • If submitted provided the URN number : • If not submitted, furnish the reason of EMD relaxation :	
10	MICRO AND SMALL ENTERPRISES (MSEs) (Please furnish the copy) :	
11	UDYOG ADHAAR MEMORANDUM (UAM) (Please furnish the copy) :	
12	PAN CARD NO (Please furnish the copy) :	
13	GST REGISTRATION NO (Please furnish the copy) :	
14	EMPLOYEES PROVIDENT FUND NO (Please furnish the copy) :	
15	EMPLOYEE STATE INSURANCE NO (Please furnish the copy) :	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

SEAL OF THE BIDDER : _____

DATE : _____

NUMALIGARH REFINERY LIMITED
AGREED TERMS & CONDITIONS (ATC)

Tender No. : **OC15000057/DJD**

Bidder Offer Ref & Date : _____

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	<u>EVALUATION OF TENDER:</u> The tender items are non-splitable / non dividable. EVALUATION SHALL BE DONE ON OVERALL BASIS (i.e., L1 position shall be found out on overall lowest landed cost basis) and complete order shall be placed on a single agency. In case more than one agency becomes L1, the successful agency shall be decided through lottery. Please note that MSE Price preference as per MSME Guideline is applicable for the subject tender and same is elaborated in Annexure-X. Bidders are requested to quote for all items in price bid / BOQ.	Noted & Confirmed
02	<u>SCOPE OF WORK AND SUPPLY:</u> The scope of work & supply of this Job will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates and as per the direction of Engineer-in-charge.	Noted & Confirmed
03	<u>RATE:</u> Firm rate should be quoted in figures in the Bill of Quantity uploaded in excel format in the e-tender portal i.e., Priced bid. Variation of rate shall NOT be allowed on any account after due date & time of submission of offer.	Noted & Confirmed
04	<u>SECURITY DEPOSIT:</u> Successful bidder has to submit Security deposit as per GCC of NRL. A sum of 10% of the accepted value of the tender or the actual value of work done whichever is applicable (due to any additional work or any other reasons) shall be deposited by the Contractor as Security Deposit. This may be deposited initially at 2 ½ % of the value of contract (referred as initial security deposit) within 10 days of award of contract and the balance 7 ½ % to be recovered from bill against work done. The earnest money deposited shall be adjusted towards security deposit. Alternatively, the Contractor may, at his option, deposit the full amount of 10% of the accepted value of the contract, towards security deposit, within 10 days of award of the contract. CONTRACTOR can furnish the Initial or Total Security Deposit amount through a Bank Guarantee from any Scheduled Bank in the prescribed form.	Confirmed
05	<u>DEFECT LIABILITY PERIOD:</u> Nil	Confirmed

(Bidder's Signature & Seal)

SN	DESCRIPTION	BIDDER'S CONFIRMATION
06	<u>PAYMENT TERM:</u> (a) Payment will be made against certification by EIC, NRL as per the payment terms mentioned in Page-13 of this document (b) Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode.	Confirmed Noted
07	<u>PRICE, TAXES, & DUTIES:</u> Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties and other levies on which no variation will be allowed. However, the quoted price will be exclusive of GST. GST as applicable will be loaded by NRL.	Confirmed
08	<u>GST RATE:</u> Kindly mention proper GST rate (in terms of %) for the tendered job	_____
09	<u>SAC CODE:</u> Kindly mention proper SAC code for the tendered item	_____
10	<u>COMPENSATION FOR DELAY (PRICE REDUCTION SCHEDULE):</u> The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be essence of the contract) and the contractor shall pay to the owner as compensation an amount equal to 0.5% or such smaller amount as the Engineer-In-Charge (whose decision in writing shall be final), may decide on the amount of the contract value for every week that the work may remain incomplete as per the time schedule, subject to a maximum compensation of 5% of the contract value after which period action will be taken by the Engineer-In-Charge under the provisions of the contract.	Confirmed
11	<u>COMPLIANCE TO BID REQUIREMENTS:</u> We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.	Noted & Confirmed
12	<u>BID VALIDITY:</u> We hereby undertake that our bid for this job shall remain valid for a period of 6 (six) months from the date of bid opening. In case of our revoking or canceling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.	Noted & Confirmed
13	<u>Deleted</u>	<u>Deleted</u>
14	<u>FIRMNESS OF PRICES:</u> Quoted prices shall remain firm and fixed till complete execution of the Job.	Confirmed

(Bidder's Signature & Seal)

SN	BIDDER'S
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	DESCRIPTION	CONFIRMATION
15	Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered for evaluation. Accordingly, the bidder shall submit a self-declaration as per format in Annexure-IX on Bidder's Letter Head. 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.	Confirmed & Submitted
16	All other terms and conditions shall be as per NRL's 'General Condition of Contracts'.	Confirmed

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

SEAL OF THE BIDDER : _____

DATE : _____

ANNEXURES

- | | | |
|--|---|-----------------|
| 1. Details of Equipment's Tools & Tackles | : | ANNEXURE – I |
| 2. Details of Similar Works | : | ANNEXURE – II |
| 3. Concurrent Commitments | : | ANNEXURE – III |
| 4. Proposed Site Organisation | : | ANNEXURE – IV |
| 5. Annual Turnover in Last Three Years | : | ANNEXURE – V |
| 6. Clauses Related to Arbitration | : | ANNEXURE – VI |
| 7. Price Bid Undertaking | : | ANNEXURE – VII |
| 8. Tender Acceptance Letter | : | ANNEXURE – VIII |
| 9. Pro-forma for self-declaration of black listing/holiday listing | : | ANNEXURE – IX |
| 10. Micro and small enterprise (MSEs) | : | ANNEXURE-X |
| 11. Format for Exemptions and Deviations | : | ANNEXURE –XI |

Name of Work : Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion

Tender No. : OC15000057/DJD

Name of Bidder :

DETAILS OF EQUIPMENTS TOOLS & TACKLES

The bidder shall submit herein details of equipments, tools, tackles proposed to be deployed for this work and shall indicate in each case whether the same is (a) already owned by bidder and available for use on this Contract.(b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor. In case of (a) present location shall be stated. In case of (b) and (c) location of hirer or supplier shall be stated.

Item proposed to be deployed	Description make model & Capacity	Numbers	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks
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Contractor agrees to augment the above chart with additional number/categories of equipment if required to complete the work within the agreed time schedule of completion, as directed by the Engineer-in-Charge.

(SIGNATURE OF BIDDER)

DETAILS OF SIMILAR WORKS DONE DURING THE PAST TEN YEARS**Name of Work** : Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion**Tender No.** : OC15000057/DJD**Name of Bidder** :

Sl. No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Actual completion time in months	Year of Completion	Remarks
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 (SIGNATURE OF BIDDER)

CONCURRENT COMMITMENTS OF THE TENDERER**Name of Work** : Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion**Tender No.** : OC15000057/DJD**Name of Bidder** :

Sl. No.	Full postal address of client & name of officer-in-charge	Description of work	Value of contract	Date of commencement	Scheduled completion period	Percentage completion as on date	Expected date of completion
------------	--	---------------------	----------------------	-------------------------	-----------------------------------	--	-----------------------------------

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANISATION

Name of Work : Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion

Tender No. : OC15000057/DJD

Name of Bidder :

Our site organisation shall consist of the following categories of manpower with tentative numbers. Numbers of manpower of any category shall be increased based on instruction of the Engineer-in-Charge

(SIGNATURE OF BIDDER)

ANNUAL TURNOVER IN LAST THREE YEARS**Name of Work :** Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion**Tender No. :** OC15000057/DJD**Name of Bidder :**

Sl. No	Financial Year	Turnover
1	2016-2017	
2	2017-2018	
3	2018-2019	

****Note:** Copy (ies) of audited Trading & P/L accounts of respective years to be furnished along with unpriced bid.

(SIGNATURE OF BIDDER)

Name of Work : Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion

Tender No. : OC15000057/DJD

8.7.2 ARBITRATION:

- 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/Bidders or of the Contractor/Bidders 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/Bidder or Company, as the case may be.
- c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 (Thirty) 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.
- 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.

8.7.3 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.

8.7.4 JURIDICTION

All disputes, actions and proceedings arising out of this contract shall be under the jurisdictions of the courts in the city of Golaghat only.

(To be given on Letter Head of the Bidder)

ANNEXURE-VII

PRICE BID UNDERTAKING

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

To,

GM (Commercial), I/c
Numaligarh Refinery Limited
NRL Complex, Numaligarh
Dist.: Golaghat, Assam

Dear Sir/Madam,

I submit the Price Bid for Tender no. _____ and related activities as envisaged in the Bid document.

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them unconditionally without any deviation.

I offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes except GST.

Yours Sincerely,

Signature of authorized Representative

Name:

SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs) BIDDERS:

With reference the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 notified by the Government under the Micro, Small and Medium Enterprise Development Act, 2006; notification S.O. 5670(E), dated 9th November, 2018, Ministry of MSME letter D.O. No. 21(8)/2018-MA dated 13th November, 2018, MoP&NG letter ref. No. J- 25011/35/2016-Gen dated 15th November, 2018 and letter F.No. 21(3)/2016-MA dated 7th May, 2018 from Office of the Development Commissioner M/o MSME; Micro and Small Enterprises (MSEs) shall be entitled for benefits, subject to terms and conditions as under:

A. Qualifying Criteria for MSE Bidder:

- (i) MSE bidder has to mandatorily submit copy of MSE registration document (i.e. Udyog Adhaar Memorandum (UAM) or Entrepreneurs Memorandum (EM Part-II)) from any of the following body :-
 - 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
 - Udyog Adhaar Acknowledgment/Udyog Adhaar Memorandum issued by MoMSME
 - Any other body specified by the Ministry of MSME (MoMSME)
- (ii) If the bidder fails to submit MSE registration certificate mentioned above in the original tender, the bidder shall not be considered for evaluation as MSE.
- (iii) The MSE registration shall be valid as on date of placement of order
- (iv) The registration must be for the items/category of items/services relevant to the tendered items/category of items /services

B. Additional Qualifying Criteria for SC/ST MSE Bidder:

Definition of MSEs owned by SC/ST shall be as stated below:

- In case of proprietary MSE, proprietors(s) shall be SC/ST
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
- In case of Private Limited Companies, at least 51 % share shall be held by SC/ST promoters.

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the MSE shall additionally submit the following:-

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details or Cancelled Cheque.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
- Notarized copy of a relevant SC/ ST certificate in the name of SC/ ST proprietor or

partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:-

- District Magistrate/Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ 1st Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).
- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
- Revenue Officers not below the rank of Tehsildar
- Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
- Administrator/Secretary to Administrator/Development Officer (Lakshdweep Islands).

C. Additional Qualifying Criteria for MSE Bidders owned by Women Entrepreneurs:

Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be Women.
- In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit notarized copy of the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details or Cancelled Cheque.
 - In case bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
- Self-certification by the women owner declaring herself as women owner of the MSE

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

1. Issue of Tender Sets Free of Cost

All Tenders shall be provided free of cost and tender documents are downloadable from the Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> or can be obtained from the Office of General Manager (Commercial). Tenders are also published in NRL Website www.nrl.co.in.

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

MSE units meeting the qualifying criteria (point A above) shall be exempted from paying EMD if EMD is applicable against the tender.

3. Price preference for MSE 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 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value.
In case of more than one such Micro and Small Enterprise, 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 for full/complete supply of 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.
- iii) NRL reserves the right to allow micro and small enterprises as well as MSEs owned by SC/ST entrepreneur and MSEs owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.
- iv) **For Supply of Goods only:**
 - The quantity against the item(s) of tender may be split to enable ordering of 25% quantity against the item(s) of tender to MSE bidder(s) within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
 - The quoted prices by bidders against various items of tender shall remain valid in case of splitting of quantities to MSE bidder.
 - Out of this 25% allocation for MSEs, 4% shall be to MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.
 - Additionally, out of above 25% allocation to MSEs, 3% shall be to MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.
 - While granting purchase preference as above, procurement of goods may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

- *In case where quantity against a line item cannot be split (i.e., minimum 25% to MSEs) or items with single quantity or in grouped item, the complete line item/ group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.*
- *In case, quantity(ies) against an item/ group cannot be split among MSEs, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference and so on.*

v) **For Services only:**

- *The complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.*
- *In case, besides general MSEs, MSEs owned by SC/ ST and/ or MSEs owned by Women are within the price range of L1 bidder's evaluated price + 15%, first opportunity shall be given to*
 - *MSEs owned by Women*
 - *then to MSEs owned by SC/ ST entrepreneurs, and*
 - *lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.*
- *In cases where MSE bidder in order of preference indicated above refuses to accept the L1 price, opportunity shall be provided to the other bidders in order of preference indicated above.*

vi) In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. Price range within 15% shall be considered for MSE bidders based on the original prices of L1 bidder not on the negotiated prices. However, MSE bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted prices).

E. Relaxation of Past Track Record (PTR) for MSEs and Start ups

- The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.
- This waiver of prior turnover and prior experience will not be applicable for items related to public safety, health, critical security operation and equipment's etc.
- If PTR for MSEs is not completely waived off but proposed to relax the same up to certain extent compared to PQC set for other non MSE bidders, in such cases, prior experience may be partially relaxed, however, prior turnover will remain waived off.

F. Applicability of the Policy

- i) For a participating bidder, MSE status shall be considered for purchase preference in respect to procurement of goods and services only, if the vendor is registered as MSE for the tendered category of goods / service
- ii) Policy meant for procurement of only goods produced and service rendered by MSEs. However, traders /resellers /distributors /authorized agents will not be considered for availing benefits under Public Procurement Policy 2012 for MSEs
- iii) Public Procurement Policy is applicable for supply of goods and services. Works contract is not covered under the PP Policy for MSME. Accordingly, the clause D 3 (Price preference for MSE bidder) and clause E (Relaxation of past track record (PTR) for MSEs and Startups) as mentioned above will not be extended to works contracts.
- iv) The provisions for MSE bidders mentioned in this document shall be applicable for limited enquiries as well as NITs.

TENDER ACCEPTANCE LETTER

Date:

To,

GM (Commercial), I/c

Numaligarh Refinery Limited

NRL Complex, Numaligarh

Dist.: Golaghat, Assam

Sub: Acceptance of Tender Terms & Conditions

Tender Reference No: OC15000057/DJD

Name of Work: Balance RoU Acquisition Work for India Bangladesh Friendship Pipeline - Indian portion

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 Sincerely,

(Signature of the Bidder, with Official Seal)

(To be issued on Letter Head)

ANNEXURE-IX

We hereby declare 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.

Date:

Authorized Signatory

Place: Name:

Note: In case any bidder does not submit the above self-declaration of black listing/Holiday listing his offer shall be commercially rejected.

FORMAT FOR EXEMPTIONS AND DEVIATIONS

Name of Work : Balance RoU acquisition work for India Bangladesh Friendship Pipeline - Indian portion

Tender No. : OC15000057/DJD

Bidder is required to comply with the requirements of the Bid Document, and not to stipulate any exceptions or deviation.

In case it is unavoidable, Bidder may stipulate exceptions and deviations to bid requirements only as per the format below.

Note: DEVIATIONS, IF ANY, GIVEN ELSEWHERE IN THE OFFER OTHER THAN THIS ANNEXURE SHALL BE NULL & VOID.

Sl. No.	Referred document name/ Tender document page no.	Clause No.	Description of Clause	Deviation proposed by bidder

* Please note that bidders are normally not allowed to take deviations and any deviation listed above may make the bid liable for rejection.

* No deviation shall be accepted pertaining to EMD (if applicable), contractual period, arbitration, security deposit (if applicable), defect liability period, bid validity, BOQ, termination & suspension, force majeure, scope of work & supply, compensation for delay, integrity pact (if applicable), any other bid rejection criteria mentioned in this RFQ.

*This document confirms that bidder has no deviations other than those mentioned above.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

SEAL OF THE BIDDER : _____

DATE : _____