

TECHNICAL REQUIREMENTS AND TERMS & CONDITIONS
FOR ENGAGEMENT OF AGENT IN BANGLADESH
(COMM/C31/6006)

1. Numaligarh Refinery Limited (**NRL**) is an oil-refining company with 3MMTPA refining capacity located in Numaligarh, Assam. It is a subsidiary company of Bharat Petroleum Corporation Limited. Major products of the refinery are LPG, Naphtha, MS-III/IV, HSD-III/IV, RPC & CPC, Paraffin Wax.

2. As part of its geographic expansion plans in Bangladesh, NRL is exporting diesel from its marketing terminal at Siliguri to Bangladesh Petroleum Corporation's storage depot at Parbatipur in Bangladesh by railway rakes/wagons. Construction of a 135 km product pipeline (Indo-Bangla Friendship Pipeline) from NRL, Siliguri Terminal to Parbatipur Depot of BPC has also started. To expedite the various works related to construction of the Indo-Bangla Friendship Pipeline, it is proposed to appoint an agent in Bangladesh who can handle all activities related to this project on behalf of NRL in Bangladesh.

3. Bidder's Qualification criteria:

- 3.1 Bidder should have previous experience of liasoning work on behalf of Government Companies.
- 3.2 The bidder should have previous experience of providing logistics service to Government Companies..

4. Terms and Conditions

- 4.1 The agent shall perform agency services in Bangladesh for and on behalf of NRL, hereinafter called Principal, in respect of proposed pipeline project from Siliguri Marketing Terminal, India to Parbatipur.
- 4.2 The agent shall at all times act in good faith, for and on behalf of the principal and in its dealing with BPC and other agencies involved in implementation of the Indo-Bangla Friendship Pipeline including but not limited to exercising all of its best endeavor in the performance its obligation and responsibilities hereunder, including but not limited to promote the interest of Principals and the complete performance of all customary duties required for an agent providing an agency service, together with all customary ancillary and incidental services of the Principal.
- 4.3 During the period of the agreement and all material times, the agent shall hold itself out to the third party as 'Dependent Contractor' acting upon orders and on behalf of the Principals and maintain its own distinct and separate legal existence and its expressly further agreed by the Principals and the agent that between themselves and third parties that the agent, its holding or affiliated companies, employees, sub-contractor or other entities whatsoever with commercial relationship or whatsoever nature in the agent, shall not be or the deemed to be a representative of or an employee or another entitled whatsoever having any other commercial relationship with the agent.

5. Scope of Work

5.1 Part – A: Carrying out co-ordination activities related to Implementation of Indo-Bangla Friendship Pipeline Project

- i. Coordination & Liaisoning with Bangladesh Petroleum Corporation officials for finalization of date, venue etc. for meetings.
- ii. Collect information on progress, hold ups, area of concern etc. in land acquisition for ROU, Environmental Clearances, Surveys and other statutory clearances jobs.
- iii. Follow up with the concerned Bangladesh Petroleum officials to ensure timely submission of progress reports by BPC.
- iv. Provide support in obtaining Work permits for EIL/Vendors/Contractors etc.
- v. Provide support in obtaining approval for entry of construction equipment in Bangladesh
- vi. Coordination and provide support for obtain Statutory Permits- Railways, Irrigation, PWD, etc.
- vii. Provide logistic support to visiting NRL officials at Bangladesh as & when required.
- viii. Any other Coordination/Support etc. activity that may be required for following up/expediting matters at Bangladesh with respect to the said project.

6. CONFIDENTIALITY CLAUSE: The appointed agent will not divulge any details/information/data etc. concerning NRL and/or its subsidiaries/Joint Venture company(s) related to its business in Bangladesh or for that matter any other country to any other party or entity. If the agent is found indulging in such activities then the contract will be immediately terminated whatsoever.

7. Payment Terms: Payment shall be released on a monthly basis and on certification by concerned EIC.

8. Last date of bid submission: On or before 15th December, 2018

9. Engineer-in-Charge and contact person.

- 7.1 Sri Asif Uddin Ahmed - **EIC**
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- 7.2 Sri Subrata Das
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