

**NUMALIGARH
REFINERY
LIMITED**

A GOVERNMENT OF INDIA ENTERPRISE



**TENDER DOCUMENT
FOR**

**Contract for collection & transportation of solid wastes from the various
Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard
and disposal of the same [COMM/C08/4109].**

Tender No. OC08000065/BHU /DATED 06.02.2017

E-Tender

Bidder's offer ref: _____ Dtd. _____

PART-I: UNPRICED BID



PREPARED & ISSUED BY
NUMALIGARH REFINERY LIMITED
(A Govt. of India Enterprise)

LETTER INVITING TENDER

Contact person:

Mr. B. Bora; Officer (Commercial (Commercial)

Numaligarh Refinery Limited

Phone : 03776-265481; E-mail ID: bhupen.bora@nrl.co.in

Our Reference: Tender No. OC08000065/BHU /DATED 06.02.2017

Tender document for the job: - Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Dear Sirs,

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

1. **Name of the work** : As above.
2. **Earnest Money Deposit** : **Rs. 7,000.00** (Rupees Seven Thousand only)
(The EMD must be submitted on line within 27.02.2017. If the EMD is not received within the stipulated date, offer shall not be considered for opening). In case of MSE registered bidders - bidder has to upload the scanned copy of EM-Part-II certificate with the technical bid.
3. **Contract Period** : 12 months, w.e.f. 1st may, 2017 with a Provision of one year extension.
4. **Online EMD Submission** : **Within 27.02.017**
5. **Online Bid Submission:** : **Before 11.00 AM of 27.02.2017**
6. **Bid Opening date & time** : **After 11.00 AM of 28.02.2017**
7. **Place of submission of Bid** : Online in the e-tender portal i.e., <http://eprocure.gov.in/eprocure/app>
8. **Date & Time of Pre bid Conference / Venue** : Not applicable.
9. **Submission of Bid** :

Being an e-tender the bid have to submitted online in the e-tender portal i.e. <http://eprocure.gov.in/eprocure/app>. Kindly refer “instructions” provided in the NIT for the detailed procedure.

For any assistance, please contact the following nos. / mail ID:

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

10. **Earnest Money:**

Bidder(s) must follow the following for submission of online EMD:

1. 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”.
2. The web page will auto populate Tender Name, Last Date of Payment, Bid Opening date and EMD (not editable).
3. The bidder will enter his Company/ Firm Name, Address, e-Mail ID, Amount and Mobile Number.

4. 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.
5. The Bidder is then required to enter verification code as displayed in the web page and click on the option "Submit".
6. The next Web Page will then display the summary of the EMD payment along with a Unique Reference Number (URN).
7. 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.
8. 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.
9. 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.
10. 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.

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.

11. **Scope of work and Supply:**

The scope of work & supply of this work will be in accordance with the Tender document, Special Conditions of Contract, Schedule of Rates and as per the direction of Engineer-in-charge.

12. **Rate:**

Rate should be quoted in figures in the Bill of Quantity uploaded in excel format in the e-tender portal i.e., **Priced bid.**

13. **Security deposit:** Applicable as per GCC.

14. **Defect Liability Period:** Not applicable.

15. **Measurement of work:**

Payment will be made on the basis of joint measurements, taken by the contractor and certified by Engineer-in-charge.

16. **Terms of payment:**

Payment shall be made preferably on monthly basis against work done during the preceding month based on completed jobs basis based on certifications made for payment by E-I-C. However, contractor shall not interlink his bill payment with the wage payment to their workers.

Further break-up of payment terms if deemed necessary shall be decided by the E-I-C. The above payments are subject to deductions towards security deposit, income tax, works contract tax (VAT) and other recoveries as applicable as per terms of the contract.

17. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. **However, the quoted price will be exclusive of Service Tax. Service Tax as applicable will be loaded by NRL.**

18. **Penalty Clause:**

Contractor will have to ensure uninterrupted services in all circumstances failing which the company reserves the right to impose penalty on the contractor by way of deducting from the contractor's bill upto Rs.5000.00 per occasion.

19. **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) **Mgr. (Evn.), NRL** 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 vendor/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.** The present rate of PF is 12% (Refer Clause 107.2 of GCC).
- (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.

The bidder must submit IT PAN No, Service Tax registration Certificate (PAN based) and valid Sales tax / VAT Clearance Certificate with their offer.

**GM (Commercial & Legal)
Numaligarh Refinery Limited**

PRE-QUALIFICATION CRITERIA

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

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

Past Experience of having successfully completed similar works during last 10 years ending last month should be either of the following:

- One similar work costing not less than = Rs. 7.68 L
- Two similar works costing not less than= Rs. 6.15 L each and
- Three similar works costing not less than=Rs. 4.61 L each.

***Similar Works:**

- *The Contractor should have the experience of up- keepment/ housekeeping in Township area/ handling solid of wastes / upkeepment in plant area in a refinery or in any other chemical /fertilizer industry/ municipal corporation /Town development dept. The vendor has to furnish a list of similar of works performed with the documentary evidence.*

Note: Relevant work order copies and completion certificates are to be enclosed with offer. The value of past experience shall be adjusted at a simple rate of 07% for every completed year (ending last day of the month, preceding the month in which bids are invited).

AVERAGE ANNUAL TURNOVER

During the last 3 years, ending 31st March of the previous financial year shall be at least **Rs. 4.61 Lakh.**

OTHER REQUIREMENTS:

Possession of Income Tax PAN No.; Service Tax Registration no. , Sales tax registration certificate, PF code, etc.

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

Tender No. : OC08000065/BHU /DATED 06.02.2017

Name of Work : Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

SCOPE OF WORK:

1. Collection of all disposable solid wastes/debris from the battery limit of various units/locations of the Refinery & NRMT, Admn Building etc in segregated manner and transportation of the same to Solid Waste Disposal Yard daily on regular basis, sludge from ETP to Secured Land Fill as & when required.
2. Segregation & placing of different wastes properly in different designated locations in the Solid Waste Disposal Yard .
3. Incineration of the incinerable wastes in the "Incinerator" as per instruction of Officer I/C . Ash and other unwanted materials to be taken out from the Incinerator after completion of each cycle.
4. Burying of biodegradable wastes- digging of pits as required and putting the wastes keeping 2 feet clearance from the earth surface and covering the same with ordinary soil.
5. Loading of disposable scraps/spent catalyst and other materials in the truck for disposal to outside as & when required.
6. Cutting of Jungles/wild weeds , cleaning of areas inside refinery premises at identified location and AAQM Stations, sampling points (inside& outside) as per instruction of Officer I/C.
7. Up-keepment of Incinerator and cleaning of Disposal Yard by removing the debris/unwanted materials etc
8. The Contractor may be required to carry out the works in holidays/ Sundays also if the situation demands as per the instruction of EIC/Officer In charge for which no extra payment shall be made .
9. Any violation of the above, the whole contract will be reviewed by the TS Dept/NRL Mgmt. The Contractor has to obey the statutory rules/regulation prevailing in NRL and has to comply all the requirement without fail.10. The Supervisor has to report EIC about the works performed during the day at closing hrs.

TERMS AND CONDITIONS:

1. The Contractor should have the experience of up- keepment/house keeping in Township area/ handling of solid wastes /debris /upkeepment in plant area in a refinery or in any other Chemical /Fertilizer industry , Municipal corporation , City/Town Development Dept. The Vendor has to furnish a list of similar works performed by him with the documentary evidence.

2. The Contractor must inspect refinery premises and study the activity and nature of jobs & works involves before submission of Tender. The tender shall be considered only when NRL satisfy with the experience & capability of the Contractor to take up the job. No any objection shall be entertained after acceptance of the offer. No subsequent escalation will be allowed/granted on quoted rate of any item.
3. The Contractor has to pay the wages regularly to the workmen (if engaged) for carrying out the job as per the up-to date existing contract workmen minimum per day wages prevailing in NRL to unskilled / semi skilled category to respective workmen and has to comply the statutory requirement w.r.t ESI , EPF / PF etc .
4. The Contractor has to provide all the required PPEs like - Helmet , Safety shoes, Gumboots, Hand gloves, Safety goggles including Rain coats . All PPE's are to be arranged by the contractor at his own cost .
5. Tractor trolley with Driver and all necessary tools and tackles which requires to handle the jobs will have to arrange by the contractor at his own cost.
6. The Contractor has to abide by the statutory rules and regulations w.r.t. security, safety, environment and must follow the instruction in this regards.
7. The party must quote suitable rate so as to avoid any problem with respect to payment of wages to workmen(if engaged) and other expenses required for so as to avoid any problem such as payment to workmen other etc during the contractual period.No objection hall be entertained after acceptance of the offer.
8. NRL reserves the right to terminate the contract with one month notice at any time during the contractual period if performance is not satisfactory & facing any un towards problem /situation.
9. Contract is valid for one year which may be extended for another one year subject to satis--factory performance at the same rate, scope of works and terms & conditions. However, NRL reserve the right regarding consideration of extension.
10. Terms and conditions which are not covered above will be as per GCC of NRL.

ANNEXURE –I

Name of Work : Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

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

1	2	3	4	5	6	7

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 : Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

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 compln. time in months	Yearof Compln.	Remarks
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(SIGNATURE OF BIDDER)

ANNEXURE-III

CONCURRENT COMMITMENTS OF THE TENDERER

Name of Work : Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

Name of Bidder :

SL. NO.	Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled completion period	Percentage completion as on date	Expected date of completion
1	2	3	4	5	6	7	8

(SIGNATURE OF BIDDER)

PROPOSED SITE ORGANISATION

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

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)

COMPLIANCE TO BID REQUIREMENTS

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

Name of Bidder :

We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.

(SIGNATURE OF BIDDER)

ANNEXURE - VI

BID VALIDITY

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

Name of Bidder :

We hereby undertake that our bid for the above stated work shall remain valid for a period of 6 (six) months from the date of 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.

(SIGNATURE OF BIDDER)

ANNUAL TURNOVER IN LAST THREE YEARS

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

Name of Bidder :

Sl. No	Financial Year	Turnover
1	2013-2014	
2	2014-2015	
3	2015-2016	

Copy (ies) of audited financial accounts of respective years to be provided.

(SIGNATURE OF BIDDER)

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (✓) the box for this details furnished in the bid.

1. Power of Attorney in the name of the signatory of the bid.	:	☐
2. Submission of bid letter along with one set of bidding document.	:	☐
3. Validity of bid for 6 (six) months from the date of opening of bid as per format.	:	☐
4. Earnest Money Deposit.	:	☐
5. Copy of valid STCC	:	☐
6. Copy of Service Tax Registration Certificate (PAN based)	:	☐
7. Equipment proposed for deployment as per tender requirement (with supporting documents, if any)	:	☐
8. Organogram with qualification and experience of the personnel to be deployed at site	:	☐
9. Details of concurrent commitment.	:	☐
10. Copy of PAN card.	:	☐
11. Copy(ies) of work order(s) and completion certificate(s) in support of the similar work(s) mentioned by you	:	☐
12. Compliance to the requirement of bidding document	:	☐
13. Copy of Audited Trading and profit & loss accounts as proof of turnover.	:	☐
14. Each page of the submitted tender document duly sealed & signed.	:	☐

Bidder should list the exclusion, if any, along with the reasons thereof.

(SIGNATURE OF THE BIDDER)

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No.: OC08000065/BHU /DATED 06.02.2017

01. NAME OF BIDDER :
- ADDRESS :
- PHONE NO :
- E-MAIL :
- CONTACT PERSON :
02. REGISTRATION NO. & CLASS :
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :
WITH DETAILS
04. PREVIOUS EXPERIENCE :
(Contractor should submit the
work order copy and completion
certificate along with the offer)
05. Sales Tax / VAT clearance certificate :
06. WHETHER SSI UNIT :
(If yes, please furnish the copy
of the Registration Certificate)
07. PAN No issued by Income Tax Dept :
(Please furnish the copy, if any)
08. Service Tax Registration No. :
(Please furnish the copy of PAN based
Service tax registration certificate)

I/We hereby offer to execute the above mentioned work as per enclosed SOR (PRICED BID) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :
Place :

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 “X”**.

ANNEXURE “X”

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 spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

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

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 spirit of policy for enhancing the Government procurement from MSE, provided they agree to bring down their price to L1 price.

In such cases, the MSE who is lowest within the MSEs and quoting price within the price band of L1+15% shall be provided the first opportunity to agree to 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.

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

110.0 ARBITRATION:

a) **Arbitration Clause for PSEs / Govt. Deptt.** (except a dispute or difference concerning the Railways, income-tax, Customs and Excise Duties),

1. "in the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts , such dispute or difference shall be referred by either for Arbitration to the sole arbitrator in the Department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises . The arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

2. Arbitration Clause tor others:

a) Any dispute on difference of any nature whatsoever, any claim, cross-claim, counter- claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director" The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office on being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.
- d) The parties 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 in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director"
- e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so,
- h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award on awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.

Paste This Slip On the Envelope of EMD submission:

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EMD for the job of:

Name of Work: Contract for collection & transportation of solid wastes from the various Units / locations of Refinery, NRMT area to Solid Waste Disposal Yard and disposal of the same [COMM/C08/4109].

Tender No. : OC08000065/BHU /DATED 06.02.2017

To,

GM (Commercial & Legal),
Numaligarh Refinery Limited,
NRL Complex, Numaligarh,
Dist : Golaghat

Assam – 785 699

Phone : 03776 – 265545 / Fax No.: 03776-265514

From:

M/s.....

.....

✂-----✂-----✂

PRICE BID UNDERTAKING

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

To,

Dear Sir/Madam,

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

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

Signature of authorized Representative:

Schedule of price bid in the form of BOQ_XXXX.xls

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

TENDER ACCEPTANCE LETTER

Appendix- C

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)