



**INVITATION FOR BIDS (IFB)
FOR
SUPPLY OF PUMP CENTRIFUGAL MULTISTAGE
(SPECIAL PURPOSE PROCESS)
FOR NRL EXPANSION PROJECT OF NUMALIGARH
REFINERY LIMITED**



BIDDING DOCUMENT NO.: [SM/B302-421-PA-MR-5010/13](#)

[E-TENDER NO: 2022_EIL_ 670314_1](#)

(DOMESTIC COMPETITIVE BIDDING)

[e-Tendering]

1. INTRODUCTION:

M/s Numaligarh Refinery Limited (NRL) is a Government of India Enterprise and a subsidiary of M/s Oil India Ltd. NRL operates a 3.0 MMTPA Refinery at Numaligarh in the district of Golaghat, Assam since the year 2000.

NRL is now in the process of executing a major expansion project of capacity augmentation from the present 3.0 MMTPA to 9.0 MMTPA. The required additional quantity of crude oil is planned to be imported through Paradip Port in Odisha. A cross country pipeline of around 1630 km length shall be laid from Paradip Port to Numaligarh for transporting 8.0 MMTPA of imported crude. Additionally, one crude oil pipeline of approximately 4.2 km length shall be laid for transporting 6.0 MMTPA of imported crude from IOCL Refinery at Paradip to NRL's Crude Oil Import Terminal (COIT) at Paradip.

Engineers India Ltd. (EIL), New Delhi has been appointed the Engineering, Procurement and Construction Management (EPCM) Consultant for this project. EIL, on behalf of NRL, invites e-bids under supply of Main line pumps, for subject Tender from eligible bidders with sound technical and commercial capabilities meeting the Bidder's Qualification Criteria stated in [Cl. 5.0](#) below.

2. BRIEF SCOPE:

Design, engineering, manufacturing, packaging, testing, supply and supervision of erection, commissioning & site testing of VFD fed electric motor driven horizontal multistage centrifugal pump package as mainline pumps for pipeline application with the following major operating conditions:

GR OUP	ITEM NO	QTY(*)	SERVICE	PUMPING LIQUID	SG	FLOW (M3/HR)	DIFF. HEAD (M)	DESIGN PR. (kg/cm2g) /DESIGN TEMP (C)	API 610 Pump Type Designation
A1	4P21-PA-0401 A/B/C/D	3W+ 1S	MAINLINE PUMP	CRUDE OIL	0.850-0.888	421	906	132.3/65	BB3 or BB5
A2	4P36-PA-0401 A/B/C/D	3W+ 1S	MAINLINE PUMP	CRUDE OIL	0.850-0.888	421	906	133.3/65	BB3 or BB5
A3	4P37-PA-0401 A/B/C/D	3W+ 1S	MAINLINE PUMP	CRUDE OIL	0.850-0.888	421	906	133.3/65	BB3 or BB5
A4	4P38-PA-0401 A/B/C/D	3W+ 1S	MAINLINE PUMP	CRUDE OIL	0.850-0.888	421	906	133.3/65	BB3 or BB5

[(*) "W" means working pump, "S" means Standby pump]

For variance in process parameters refer process datasheet attached with Technical section of Bidding Document.

For complete details, refer bid document.

3. TIME SCHEDULE FOR DELIVERY / COMPLETION:

12 Months on FOT Site basis on freight prepaid & door delivery basis from the date of Letter of Acceptance. Date of receipt and acceptance of all materials at site shall be considered as date of delivery. For Supervision and training a notice period of 10 days shall be given.

4. SALIENT DETAILS:

a)	Bidding Document & subsequent Amendment (if any) available on Website for viewing & downloading, and its fee	The complete Bidding Document can be viewed and downloaded from CPP Portal having URL https://eprocure.gov.in/eprocure/ap Tender details are also available in EIL website http://tenders.eil.co.in Cost of Bidding Document: NIL
b)	Bidding Document available on Website	: From 28.01.2022 to 17.02.2022
c)	Last date of Receipt of Bidder's Queries	: On 01.02.2022
d)	Date of Pre Bid Meeting	: at 1100 Hrs. (IST) on 02.02.2022 (*) online through video conferencing (VC) a the following link: WebEx Details: WebE https://eil1.webex.com/eil1/e.p x p?MTID=mc5f74f4c9df2432 URL: 01fb49c5e7fe6a2fd Passw ord: bmNS45QKnJ4
e)	Last Date and time of Online submission of Bids (Bid Due Date) and Mode of Bid Submission	: Up to 1200 Hrs. (IST) on 17.02.2022 Online submission (e-Bids) through CPP Portal Bid submitted through any other mode shall not be acceptable.
f)	Online Opening of Techno-commercial Unpriced Bid	: 1400 Hrs. (IST) on 18.02.2022 (*)
g)	Bid Validity	: Bid shall be valid for 03 Months from the Bid Due Date (#) . (#) - Final BDD after extensions, if any.

h)	Earnest Money Deposit / Bid Security	:	As per Clause no 6.0 below. MSE Bidders to submit valid MSE certificate as on BDD.
i)	Date of Opening of Priced Bids	:	Date & time shall be intimated later
j)	Contact details of dealing officer	:	Name : Ms. Sunita Mitra Designation: Sr. GM (SCM) Phone No. & Extn :+91-11-2676 8171 / 3169/ 3504 E-mail : shyamal.biswas@eil.co.in ; manoj.kumar.pur@eil.co.in ; s.mitra@eil.co.in
k)	Communication address for submission of documents, in hard copy	:	Engineers India Ltd, EI Bhawan, 1, Bhikaji Cama Place, New Delhi – 110066 Ms Sunita Mitra – Sr.GM (SCM) (Job no. B302)

If dates identified as (*) above happen to be a declared holiday in EIL New Delhi, the next working day shall be considered.

All amendments, time extension, clarifications, etc. will be uploaded in the above website only, and will not be published in Newspapers. Bidders should regularly visit the above website to keep them updated and submit their Bids based on the latest information/instructions hosted in the above e-Procurement Portal.

Request for extension or queries received from any bidder on a date which is less than four working days prior to the bid due date may be ignored, since there will not be adequate time for proper communication with Client and other Bidders.

5. BIDDER QUALIFICATION CRITERIA (BQC):

Bidder may quote for 1 (one) or more groups, however groups shall be awarded on overall least cost to NRL basis. Methodology of least cost is specified in ITB.

Bidder shall meet the criteria as specified below:

5.1. TECHNICAL QUALIFICATION CRITERIA

Criteria in order to qualify for each of the above Pump Item (s) individually shall be as under:

- 5.1.1 The Bidder shall be a manufacturer of Horizontal Multistage Centrifugal Pump(Special Purpose Process) (as per API 610) & shall have supplied such Horizontal Multistage Centrifugal Pump Package (s) as a single point responsibility Vendor (SPRV). The Bidder shall be the manufacturer of the proposed Pumps and shall also be the single point responsibility vendor (SPRV) of the proposed Pump package(s).
- 5.1.2 The Bidder shall have designed, engineered, packaged, tested and supplied, in the last TEN (10) years, from the proposed manufacturing plant, at least One (1) VFD fed Electric Motor driven Horizontal Multistage Centrifugal Pump Package (as per API 610) of same model with identical hydraulics and having similar driver rating, similar service and operating conditions (Flow & Differential head) as offered. As a minimum, this

package shall have completed ONE (1) Year of operation at site as on the bid due date.

Notes:

- a. The TEN (10) year time period mentioned above shall be reckoned from bid due date.
- b. Similar operating conditions (flow (m³/hr) & differential head (m)), similar driver rating would imply 80 % or higher.
- c. Similar service means hydrocarbon service.
- d. In case all the above parameters are not available from single past reference, more than one reference can be cited/ considered to meet the above qualification requirement.

5.1.3 In case, the above reference is not having VFD fed electric motor driver as offered, the bidder must furnish at least ONE (1) no. additional past supply reference of VFD fed electric motor driven horizontal multistage centrifugal pump package (as per API 610) (with 80% or higher motor rating, as offered), may be from a different model, which has been designed, engineered, packaged, tested and supplied, from the proposed manufacturing plant.

5.1.4 **ALTERNATIVELY**, bidder may be a 51% owned Indian subsidiary of a Foreign Principal and the qualification criteria, as enumerated in Clause 5.1.1 & 5.1.2 above, is met

- by the Foreign Principal or,
- by the Foreign Principal's holding company or,
- by another 51% owned subsidiary of the Foreign Principal

called Group Company hereinafter, provided the following conditions are met:

- a) The Bidder must be Indian subsidiary of the Foreign Principal (Principal holding at least 51% shares) for last one year, reckoned from the original bid due date.
- b) Scope/activity matrix between the Bidder and Principal or the Bidder and the Group Company, shall be submitted to EIL along with the bid. The bidder and the Principal or the bidder and the Group Company shall ensure that scope / activity matrix shall delineate according to the experience and capability of the Indian subsidiary vis-à-vis the company whose PTR¹ is being considered.
- c) The Bidder shall either source critical components (as defined below) or the bare tested machine from the Principal or the Group Company or directly from the manufacturers supplying the same to the Principal or the Group Company (a certificate to this effect shall be provided by the Principal or the Group Company) and source non critical components / auxiliary components supplies himself.

As a minimum, bidder shall import the following critical components (including components required for spare parts) from his Principal or the Group Company or directly from the manufacturers supplying the same to the Principal or the Group Company

- Complete Rotor Assembly (dynamically balanced) for Pump types BB3.
- Pump element assembly including dynamically balanced rotor for Pump type BB5.

Note: Element consist of assembled rotor plus stationary hydraulic parts [diffuser(s) or volute(s)].

- d) The Bidder shall have necessary engineering facility, manufacturing capability and adequate infrastructure comprising of space, manpower, equipment corresponding to matrix cited above, duly approved by the Principal or the Group Company, as the case may be.
- e) The Bidder shall have executed and supplied minimum TWO (2) equipment orders for Horizontal Multistage Centrifugal Pump Package (as per API 610) {having at

least 50% or higher driver rating (kW}}, as offered, in the last TEN (10) years as on the original bid due date.

- f) As a minimum, the Principal or the Group Company as the case may be, shall carry out the following activities:
- Design / Application engineering
 - Approval of Sourcing of components
 - Approval of Quality Assurance Plans (QAP) identifying Hold, Check & Witness stages (by Principal)
 - Responsibility Matrix
- A certificate to this effect shall be submitted in the bid.
- g) The Bidder shall have Manufacturing, Assembly and Testing facility in India for the proposed scope. However, in the remote case of the Bidder not having testing facility at all or not having appropriate testing facility, the Bidder shall outsource testing to another independent testing facility subject to acceptance by EIL.
- h) The Bidder shall have an established service facility in India (either his own or an approved service provider) which must be approved by Principal or the Group Company, as the case may be.

¹Proven Track Record (PTR): The essence of PTR is to accept **equipment** (i.e. **horizontal multistage centrifugal pump (API 610, BB3/BB5 as applicable)**) which is **not prototype** and is **field proven** for similar operating conditions.

5.2. FINANCIAL QUALIFICATION CRITERIA

- 5.2.1. **Annual Turnover:** Minimum average annual turnover during three preceding financial years of the bidder as per the audited annual financial results shall be as per following:

Group No	Minimum Average Annual Turnover
A1	INR 6.58 Crore.
A2	INR 6.58 Crore.
A3	INR 6.58 Crore.
A4	INR 6.58 Crore.
Note – In case Bidder intend to quote for more than one group bidder need to meet the Annual Turnover criteria on cumulative basis for the respective groups.	

- 5.2.2. **Net-worth:** The net-worth of the Bidder as per the immediate preceding year's audited annual financial results shall be positive.

Further, negative Net worth shall not be rejection criteria for CPSEs. Contract award shall be purely on competitive basis and CPSEs having negative Net worth shall furnish an undertaking in their Bid that performance shall not be compromised.

- 5.2.3. **Working Capital:** Working Capital of Bidder as per the immediate preceding year's audited annual financial results shall be as per following -.

Group No	Minimum Working Capital
A1	INR 2.19 Crore.
A2	INR 2.19 Crore.
A3	INR 2.19 Crore.
A4	INR 2.19 Crore.
Note – In case Bidder intend to quote for more than one group bidder need to meet the Working Capital criteria on cumulative basis for the respective groups.	

If the bidder's working capital is inadequate, the bidder should furnish a letter for line of credit (**as per Annexure-C of IFB**) from any scheduled commercial bank in India having net worth not less than INR 100 Crore, confirming the availability of the fund based line of credit for the respective amount specified above, irrespective of overall position of the working capital.

In case bidder submits line of credit (LOC) due to inadequacy of Working Capital as per immediate preceding year financial statement, higher of "Value of unutilized Line of Credit as per Bank Certificate" and "Calculated value of working capital based on immediate preceding year financial statement" shall be considered.

Example:

If the bidder intends to qualify for Group A1, the bidder may meet the required working capital of INR 2.19 crore in two ways i.e. (a) either by the value of working capital calculated as Current Asset-Current Liability specified in Balance sheet for immediate preceding years Audited Financial Statement. Or (b) submitting a LOC (Line of Credit) of value INR 2.19 Crore. Further, in case bidder intends to quote for more than one group, bidder should meet the cumulative value of working capital for the respective groups through any one option specified above.

Illustration 1:

In case Bidder's Working Capital is calculated as INR 1.80 Crore and Bidder has submitted LOC from bank for an amount of INR 2.20 Crore, then Bidder's Working Capital shall be considered as INR 2.20 Crore.

Illustration 2:

In case Bidder's Working Capital is calculated as INR 1.80 Crore and Bidder has submitted LOC from bank for an amount of INR 0.39 Crore, then Bidder's Working Capital will be considered as INR 1.80 Crore. In this case, Bidder's bid will be rejected as the working capital is less than as required.

The letter shall provide the status of fund based line of credit as on any date between the date of enquiry and bid due date. **In case of non-submission of required letter from bank in the Bid, Bidder shall not be given another opportunity to submit the letter even if techno-commercial clarifications are being sought from the Bidders and this may become a cause of disqualification.**

If the bank letter submitted in the bid is carrying certain shortcomings, then the bidder shall be asked to clarify or make simple corrections in the language of the bank letter only if techno-commercial clarifications on other issues are being sought from the bidders. In case of such clarifications/ corrections, the same shall be submitted as a supplementary letter from the bank.

However, the following changes shall not be allowed in the bank's letter:

- The amounts given in the letter submitted along with the bid shall not be permitted to be altered by any subsequent letter from the same bank or any other bank.
- Replacement of the letter by another letter from the same or different bank.

The LOC for working capital shall be from a single bank only. However, banking syndicate shall be allowed wherein a group of banks can jointly underwrite and jointly lend money to the bidder. In case of Banking syndicate also declaration letter for meeting working capital shall be from a single bank only, on behalf of banking syndicate.

- 5.2.4. In case a bidder submits letters from multiple banks, the highest working capital amongst the entire bank shall only be considered for BQC evaluation.

5.2.5. CALCULATION OF ANNUAL TURNOVER, NET WORTH AND WORKING CAPITAL

- a) **Net worth calculation:** Net worth means **paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off**. Net worth shall be calculated using the following formula:

Reserves to be considered for the purpose of net worth shall be all **reserves created out of the profits and securities premium account** but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

***Share Application Money pending allotment will be considered only in respect of share to be allotted.**

Description		Values <in Currency>	Reference (Page no., Clause etc.)
Paid up Share capital (A)	:		
Add: Share Application Money pending allotment (B)	:		
Add: Reserves (As defined above) (C)	:		
Less: Accumulated Losses (D)	:		
Less: Deferred Revenue Expenditure to the extent not written off (E)	:		
Net Worth (A+B+C-D-E)	:		

- b) **Working Capital calculation:** Working Capital shall be **Current Assets minus Current Liabilities**.
- c) **Turnover (for the Financial Statement pertaining to post GST regime):** Turnover shall be calculated excluding GST and other Incomes.

[**Note:** If the financial Statements is prior to implementation of GST, and the Excise Duty is shown extra in the Financial Statement, the Turnover shall be inclusive of Excise Duty but excluding other income]

- 5.2.6. Financial years/ previous period as above shall be reckoned from the due date of submission of bids.

5.3. DOCUMENTS AND DATA REQUIRED WITH BID

Bidders are required to submit all such past experience (s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid to justify that the bidder meets the Qualification criteria as given above. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the Bidder.

5.3.1. Documents towards Technical Qualification Criteria:

Bidder shall submit the following documents to establish that the bidder meets the Qualification requirements as per clause no. 5.1 above of this document:

- a) Duly completed Bidder Proven Track Record Pro-forma as enclosed with the bid document, together with all back-up documents specified therein, duly authenticated as required.

- b)** Documentary evidence like copies of Purchase Order and Inspection release note (IRN)/ Inspection test reports, dispatch documents / bill of lading / invoice copy etc., back-up technical datasheets etc., towards meeting PTR requirements {as per 5.1.1, 5.1.2, 5.1.3 above}, based on which qualification is sought.
- c)** Bidder shall also furnish certificate from Owner/PMC towards commissioning and/or operation for a minimum period of one (1) year. Alternatively, Certificate issued by CEO or CFO or Company Secretary of Bidder is also acceptable. In such a case, bidder shall submit certificate/undertaking from CEO or CFO or Company Secretary of the bidder on their letter head stating that "the referenced Model of the proposed items has been in the operation for a minimum period of One year, at site, as on the bid due date.
- d)** General Reference List for the proposed equipment.
- e)** Latest Product Catalogs of the manufacturer for the proposed equipment.
- f)** In case qualification is sought as per Clause 5.1.4, bidder shall also submit the following in addition to above Clause 5.3.1 (a) to (e):
 - Copy of scope/activity matrix between the bidder and Principal or the bidder and the group company as per Clause 5.1.4 above.
 - Documentary evidence like copies of Purchase Order and Inspection release note (IRN)/ Inspection test reports, dispatch documents / bill of lading / invoice copy etc., back-up technical datasheets etc., towards meeting PTR requirements {as per 5.1.4 d above}, based on which qualification is sought.
 - Documents for establishing the bidder as a subsidiary of the Principal or group company.
 - Certificate as per clause 5.1.4 (e) above.
 - Corporate Guarantee of the Principal (**as per Annexure-D**).

For other requirements, refer commercial part of BQC.

5.3.2. Documents towards Financial Qualification Criteria:

Bidder shall submit the following documents to substantiate the Financial BQC:

- (i) Complete Audited Financial Statement (which includes 'Balance Sheet' and 'Profit & Loss Account' along-with all schedules, Notes referred to therein and the Auditor's report) audited and issued till the final bid due date (including extended bid due date).

Notes towards Financial Documentation:

- a) Financial Statements of Latest Years: In case the last financial year's closing date was within 9 months prior to Bid due date and Complete Audited Financial Statement of last financial year are not available, Bidder has the option to submit the financial details of the three previous financial years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding three financial years.
For example, In case, Bid due date is up to 31st December and Financial details of immediate preceding financial year (year ending 31st March of the same year) are not available, the financial details of the three previous years immediately prior to the last financial year may be submitted.
For meeting the Financial Criteria, Bidders shall be required to submit the audited Annual Reports / Financial Statements of the Company as per provision of bidding document, audited and issued till the final bid due date (including extended bid due date).

- b) Bidder shall submit Standalone Financial Statements. However, Consolidated Audited Financial Statements are acceptable in following situations:
- (i) Bidder is a Parent/Holding Company: Where only consolidated Audited Financial Statements are prepared and audited, which includes the financial details of their wholly owned subsidiaries etc., consolidated audited financial statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Bidder, certifying that standalone Financial Statements of Bidder (without the financial data of subsidiaries, etc.) is not separately prepared and audited.
 - (ii) Bidder is a Subsidiary Company: In case a Bidder is a Subsidiary Company and separate Financial Statements of the Bidder is not prepared & audited, but only a consolidated audited Financial Statements of their Parent Company/Holding Company are available, consolidated audited Financial Statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Parent/Holding company (whose Audited Financial Statements are submitted for qualification) certifying in their letter head that Financial Statements of Bidder are not separately prepared and audited.

5.3.3. Unique Document Identification Number (UDIN): Bidder shall ensure that the certificate/reports issued/attested by practicing Chartered Accountant (CA)/Statutory Auditor in India shall contain Unique Document Identification Number (UDIN) of the CA, without which these Certificates/ reports shall not be considered for evaluation.

However, this requirement of including UDIN shall not be applicable for certificate/reports issued/attested by a CA practicing in foreign country.

5.3.4. Authentication of BQC documents [together with documents against MSE, if applicable]:

- a) It is Bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by EIL/NRL shall absolve Bidder from his responsibility.
- b) Bidder shall submit documents in support of meeting the Bidder Qualification Criteria [together with documents against MSE, if applicable], meeting the authentication process as under:
 - i. By CEO / CFO / Company Secretary (CS) or any member of the Board of Directors in case of Limited Companies (Private / Public Limited);
CEO/ CFO/ Company Secretary or any member of the Board of Directors in case of a limited company can either sign all the pages of the documents or submit a certificate signed by them as per **Annexure-A** to IFB **[Format-A]**, listing out all the BQC documents submitted in the Bid along with basic details, duly referenced.
Or
By the Proprietor / any two Partners and also Notarised by Public Notary on all pages of the documents in case of Proprietorship / Partnership firms.

And

- ii. In addition to above, Bidder shall furnish an undertaking in the format enclosed herewith as per **Annexure-B to IFB [Format-B]**, from the

same authority (authorities) who had signed and authenticated the documents. **Such undertaking shall also be notarized by Notary Public in case of Proprietorship / Partnership firm.**

- c) Requirement of certification/authentication as stated above shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.
- d) **Bidder shall upload the authenticated copies of documents duly digitally signed, on the e-procurement website.** Hence submission of physical document is not required.

5.3.5. **Language of Documents:**

If the supporting BQC documents are not **in English language**, then copies of the **English translation** of the same shall also be furnished duly certified, stamped and signed, as per the convention followed by the concerned authority in the respective country, by any one of the following authorities:

- a) Local Chamber of Commerce, or
- b) Indian Embassy in Bidder's country, or
- c) Bidder's Embassy in India, or
- d) Any translator in India recognized/ authorized by Bidder's Embassy.

5.3.6. **Experience of Own Projects:**

A job executed by a Bidder for its own plant/projects shall not be considered as experience for the purpose of meeting the Qualification Criteria of the Enquiry document.

However, Jobs executed for Subsidiary/ Fellow Subsidiary / Holding company shall be considered as experience for the purpose of meeting BQC, subject to submission of additional document towards "tax paid invoice(s) duly certified by Statutory Auditor of the Bidder or consolidated statement issued by Statutory Auditor of the Bidder towards payments of statutory tax" in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company.

In case referred Project falls under "No Tax Area" (like SEZ), Bidder can submit certificate from their Statutory Auditor to this effect in place of Tax paid invoice.

Chartered Accountant (CA) (in place of Statutory Auditor) is acceptable where audited accounts are not mandatory as per law for latest financial year. Also CA shall not be an employee/ Director and not having any interest in the Bidder's company/Firm.

- 5.3.7. NRL/EIL shall carryout cross verification of the qualified bidder's credentials submitted in the bid and considered by NRL/EIL for meeting the BQC from the document issuing authority. It shall be responsibility of the bidder to assist NRL/EIL in carrying out this exercise. NRL/EIL shall also reserve the right to communicate directly with certificate issuing authority and / or carrying out a visit to the office / works of the certificate issuing authority. Bidder shall provide complete assistance towards the same. The work shall not be awarded until the case cross verification has completed.

It shall, therefore, be responsibility of the bidder/ contractor to get their BQC documents considered for qualification successfully verified as above. Accordingly, bidder shall ensure that they submit those executed works meeting the qualification criteria for which they can arrange such verification. Failure of cross verification shall entitle NRL/EIL to reject the bid.

6. EARNEST MONEY DEPOSIT (EMD)

- 6.1.** Bids must be accompanied with Earnest Money Deposit / Bid Security as per proforma enclosed in GPC of value as per the following table -

Group	EMD (in INR)
A1	25.00 Lakh
A2	25.00 Lakh
A3	25.00 Lakh
A4	25.00 Lakh

- 6.2.** In case a bidder quoting for more than one group, then bidder shall submit EMD/ bid security separately for each group.
- 6.3.** Bids not accompanied with requisite Earnest Money deposit / Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected.
- 6.4.** Bidder must submit original EMD in a sealed envelope to Tender issuing Authority (instructions and address mentioned in ITB) within bid due date and upload a scan copy of EMD or proof of submission of online EMD on e-Tendering Website.
- 6.5.** In case bidder fails to upload the scanned copy EMD or proof of online EMD submission their bid shall not be considered for evaluation.
- 6.6.** In case the bidder fails to submit the original EMD within bid due date and time, then their bid shall be rejected irrespective of the fact that a copy of EMD / proof of EMD submission was earlier uploaded by the bidder.
- 6.7.** EMD exemption shall be applicable for Micro or Small Enterprises registered with Udyam Aadhaar Memorandum. The certificate issued should be valid on the date of opening of unprice bid.
- 6.8.** There will be no waiver of EMD for Public Sector undertakings of Central or State governments.
- 6.9.** For further clarification refer **Cl. No. 10** of ITB for further clarifications.

7. GENERAL

- 7.1.** Owner / EIL reserve the right to evaluate the Bids using in-house information.
- 7.2.** Owner/EIL reserves the right to verify the credentials of the documents submitted by bidders towards the BQC.
- 7.3.** Bidder or its supporting company (if any) should not be under liquidation, court receivership or similar proceedings.
- 7.4.** Bidder or its supporting company (if any) to inform the status of their being on black listing / holiday listing by EIL/NRL. Bidders who are on holiday list of EIL/NRL shall not be considered for evaluation. Further, any wrong declaration in respect of holiday listing shall render the vendor liable for action under the holiday listing policy of NRL.
- 7.5.** Bidder and its supporting company (if any) to inform the status of their being on black listing / holiday listing by MOPNG and other OIL PSUs. Further, any wrong declaration in respect of holiday listing shall render the vendor liable for action under the holiday listing policy of NRL.
- 7.6.** Bidder or its supporting company (if any) shall comply the provision for procurement from a bidder which shares a land border with India.
- 7.7.** NRL / EIL shall not be responsible or liable for cost incurred in preparation, submission & delivery of Bids, site visit, participating in the discussion and other expenses

incurred during the Bidding process, regardless of the conduct or outcome of the Bidding process.

- 7.8.** In case, any Bidder is found to be involved in cartel formation, their Bid shall not be considered for evaluation/placement of order. Such Bidder shall be put on Holiday / blacklisted / debarred from bidding in future for EIL and appropriate proceeding shall be initiated against the Bidder.
- 7.9.** Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 7.10.** NRL / EIL reserves the right to reject any/or all the Bids received or annul the Bidding process at any time at their sole discretion without assigning any reason thereof.
- 7.11.** Unsolicited clarifications to the offer and/ or change in the prices during the validity period would render the bid liable for rejection.
- 7.12.** Class I and Class II bidders are eligible to quote for this enquiry. Purchase preference against PPLC policy shall be applicable for Class I bidders only.
- 7.13.** Purchase preference for MSE bidders shall be applicable for this enquiry.
- 7.14.** BQC relaxation to start ups and MSE bidders shall not be applicable.
- 7.15.** Owner / EIL reserve the right to complete evaluation of the bidder as per the details furnished by bidder without seeking any additional information / document.
- 7.16.** For terms and conditions and other details/Specifications, refer complete Bidding document and subsequent Amendment(s), if any.
- 7.17.** Clarification, if any, can be obtained from Mr. S. Biswas / Mr. Manoj Kumar / Ms Sunita Mitra through following number.
Telephone No. +91-11-2676 8171 / 3169 / 3504 E-mail: shyamal.biswas@eil.co.in; manoj.kumar.pur@eil.co.in; s.mitra@eil.co.in

Very truly yours,
For & on Behalf of NRL

(SUNITA MITRA)
SR. GM (SCM)
ENGINEERS INDIA LIMITED

FORMAT-A

**CERTIFICATE FROM CEO/ CFO/ COMPANY SECRETARY (CS) OR ANY MEMBER OF
THE BOARD OF DIRECTORS**
(ON BIDDER'S LETTER HEAD)

I, _____ **<Insert name of signatory of this certificate>**,
S/o / D/o / W/o _____, resident of
_____ **<Insert full address>**, do hereby solemnly
affirm and state as under:

1. That I am the _____ **<insert Any one out of CEO/CFO/CS OR Any
"member of the Board Of Directors">** of M/s
_____ **<Insert name of Bidder>**, a Company having its
registered office at _____ **<Insert full address>**, PIN
_____.
2. That the document(s) submitted, as mentioned hereunder, by the Company along
with the Bid towards Bidding Doc. No.: _____ **<insert
the Bidding Document no.>** for _____
<insert the name of the Work> has / have been submitted under my knowledge.

S.N.	Document Ref. no. & date	Document subject	Issuing Authority
a)			
b)			
c)			
d)			

3. **That the document(s) are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.**
4. That no part of this declaration is false and that this declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Bidding conditions which entitle EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I, _____, do hereby verify that the factual contents of this declaration are true and correct. No part of it is false and nothing material has been concealed there from.

(SIGNATURE)**NAME:** _____**(COMPANY SEAL)**

**FORMAT-B
UNDERTAKING**

(ON BIDDER'S LETTER HEAD BY CEO/ CFO/ Company Secretary (CS) OR any member of the Board of Directors OR Proprietor OR Partners)

I, _____ **<Insert name of signatory of this Undertaking>**, S/o / D/o / W/o of _____, working as _____ **<insert CEO/ CFO/ CS or any "member of the Board of Directors" in case of a limited company or Proprietor for Proprietorship Company / any two partners in case of Partnership firms, as applicable >** of the Company/Proprietorship/Partnership firm _____ **<insert name of the Company/Proprietorship/Partnership firm>** having its registered office at _____ **<insert complete address>**, certify that all the details including documents pertaining to Bidder Qualification Criteria signed by the undersigned against the Bidding document _____ **<insert Bidding Document no.>** for Works **<insert name of Works>**, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents has been submitted with full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud (ii) provisions of Bidding conditions and iii) Suspension / Banning rules of Owner/ EIL, which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

I also declare that in case, at a later date, any of the document submitted in our Bid referred to above is found to be false/forged or fabricated, I shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of land and provisions of the Bidding Documents and EIL/Owner's right to put our company on Suspension / Banning list for future business with EIL/Owner.

Specimen Signature of authorized representative

Name & Designation

Date:

Notarised by Notary Public (applicable only in case of Proprietorship / Partnership firm)

(To be declared by the Bank on their Letter Head)

DECLARATION FROM BANK FOR AVAILABILITY OF UNUTILIZED LINE OF CREDIT

Ref: _____

Date: _____

We _____ <Insert Name of Bank>, a Bank, having its registered office at _____ <Insert full address of the Bank with Country Name> and Branch at _____ <Insert full of Branch address with Country Name, in case different from registered office >, hereby confirm that the Company M/s _____ <Insert Company Name in favour of whom Declaration being issued>, having its registered office at _____ <Insert full address of Company with Country Name> and their working Office address at _____ <Insert full working office address with Country Name, in case different from registered office >, is having Bank account with our Bank.

The credit limits of the Company as on _____ <Insert any Date between the date of Enquiry and Bid Due Date> are as follows:

Fund Based Line of Credit (towards Working Capital like CC Limit)	Amount in (Currency_____)
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	<Minimum amount shall be as per clause no 5.2.3 >

The Bank further hereby declare:

- (a) that we are a Scheduled Commercial Bank in India having Net Worth more than **INR 1000 Million** as per our latest audited financial statements.

Yours Faithfully,

Signature
Name:
Designation:
E-mail ID:
Mobile number:
Tel (with STD Code):
Seal

CORPORATE GUARANTEE

This Corporate Guarantee made on this ____ day of _____ month _____ year by M/s _____ (Parent/Holding Company), a Company organized and existing under the laws of _____ and having its registered office at _____ (hereinafter referred to as the "Guarantor" which expression shall unless repugnant to the subject or context deemed to include their successors and assignees) at the request and/or behest of _____, a Company organized and existing under the laws of _____ having its registered office at _____ (hereinafter referred to as "Bidder"), in favour of **Numaligarh Refinery Ltd**, a Public Company organized under the laws of India having its Registered office at _____ (hereinafter referred to as "Beneficiary").

Whereas:

The Beneficiary floated a public tender dated _____ no. _____ for _____ (Purpose). The Bidder has submitted its quotation dated _____ and has represented to the Beneficiary that the Bidder is the wholly owned subsidiary/affiliate of the Guarantor and that the Bidder has access to and the Guarantor shall make available necessary financial and technical support as required by the Bidder for successful execution of the contract, if awarded to the Bidder, for the Purpose. Accordingly, the Guarantor is ready and willing to give this Corporate Guarantee on the terms and conditions hereinafter contained.

We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary, the performance by the Bidder of its obligations under the terms and conditions of the tender and the contract, upon the contract being awarded to them. The Guarantor shall execute such other deeds and documents as may be desired by the Beneficiary in this regard.
2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidder all financial, technical support and expertise, expert manpower and procurement assistance and project management and other resources required to ensure that the Bidder can carry out its obligations as per the tender terms and conditions and that the Bidder at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.
3. The Guarantor hereby agrees that if the Bidder shall in any respect commit any breach or fails to fulfill any of the terms of the contract/tender or complete it in all respects or if there is a failure to make any supplies or if any material, equipment or machinery under the contract so supplied is not of the required specifications or does not perform as envisaged under the contract, then the Guarantor undertakes to forthwith perform the same and fulfill all the obligations required under tender/contract terms & conditions (including payment of any liquidated damages) on behalf of the Bidder without any extra cost and time implications. The decision of the Beneficiary with respect to breach/failure by the Bidder shall be final and binding on the Guarantor.

4. The Guarantor further undertakes to indemnify and keep harmless the Beneficiary against all losses, damages, expenses, claims, costs (including legal costs and attorney fees) which may be suffered or incurred or threatened to be suffered or incurred by the Beneficiary due to the failure or breach on the part of the Bidder under the contract and/or the Guarantor under this Guarantee.
5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Bidder shall continue to be the wholly owned subsidiary/affiliate of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Bidder or the Guarantor.
6. The Guarantor's liabilities under this Guarantee shall not exceed the maximum limit liability (if any) of the Bidder under the tender/contract terms and conditions.
7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall be independent of any other security given under the contract and remain in full force until all the obligations of the Bidder under the tender/contract have been fully performed and discharged and/or all sums of money payable to Beneficiary have been fully paid.
8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by:-
 - a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidder or the Guarantor.
 - b) Any amendment to the contract (including any extension of time) or any waiver granted to the Bidder.
 - c) The dissolution, amalgamation, reconstruction or reorganization of the Bidder or the Guarantor.

9. NOTICE:

Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below and shall be deemed to be validly served after two days from the date thereof:-

For Guarantor

Attention of

Mailing Address

Email Address

Fax No.

For Beneficiary

Attention of

Mailing Address

Email Address

Fax No.

10. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
11. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.

12. The Guarantor confirms that it has all the necessary powers and corporate authority to issue this Guarantee in favour of the Beneficiary and this Guarantee constitutes a valid legal and enforceable document under the law to which it is subject. The undersigned has full power to issue this Guarantee under the power of Attorney /Resolution of Board of Directors Dated----- granted to him by the Guarantor.

13. GOVERNING LAW AND JURISDICTION:

This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient.

14. DISPUTE RESOLUTION:

Any dispute arising out of or in relation to this Guarantee shall be resolved by arbitration as per the provision set out in the tender document.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,

Witness

Signature:

(Signature)Name:

Corporate Seal

Designation:

Date: