



**EPCM-2 SERVICES FOR RPTU UNIT FOR
NUMALIGARH REFINERY EXPANSION PROJECT,
ASSAM**



NOTICE INVITING TENDER

Bidding Document No : TPIL/CONS/NRL/200663C/04

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NUMALIGARH REFINERY LTD.

NUMALIGARH REFINERY EXPANSION PROJECT

NOTICE INVITING TENDER

Project Management, Design & Engineering including Residual Thermal design, Mechanical design, detailed engineering, Procurement, Supply, Route survey for ODC consignment, Transportation and storage of all material, Fabrication, Subassemblies in the Modules to the extent possible, Erection, inspection and testing, Civil Foundation Works, Structural works, Mechanical & Piping Works, Electrical & Instrumentation work, obtaining all statutory approvals, Mechanical completion, Pre-commissioning, Commissioning and PGTR of Fired Heaters of RPTU Units for Numaligarh Refinery Expansion Project (NREP) NUMALIGARH REFINERY

NIT NO: TPIL/CONS/NRL/200663C/04

OPEN DOMESTIC TENDER (E-TENDERING)

Prepared and issued by:

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A. INTRODUCTION

M/s. Technip India Limited (TPIL) as Engineering Project Management Consultant (EPCM-2) on behalf of the M/s. Numaligarh Refinery limited (Owner/ NRL) invites Bids for execution of **“FIRED HEATER PACKAGES”** of Residue Processing Treatment Unit (RPTU) for Numaligarh Refinery Expansion Project being undertaken by the Owner on open Domestic tender basis under single stage two-bid system (Part - 1: Techno-Commercial Bid and Part - 2: Price Bid) from competent Bidders with sound technical and financial capabilities fulfilling the Bidder Qualification Criteria as stated elsewhere in this document.

B. BRIEFSCOPE OF WORK

The scope of Supply and Work shall be, but not limited to Project Management, Design & Engineering including Residual Thermal Design, Mechanical Design, Detailed Engineering, Procurement, Supply, Route Survey for ODC consignment, Transportation and Storage of all material, Fabrication, subassemblies in the Modules to the extent possible, Erection, Inspection and Testing, Civil Foundation Works, Structural Works, Mechanical and Piping Works, Refractory Works, Electrical & Instrumentation Work, Obtaining all statutory approvals, Mechanical Completion, Pre-commissioning, Commissioning of RPTU Fired Heaters for NREP PROJECT, NUMALIGARH REFINERY as specified in Material Requisition.

The scope mentioned above is indicative and detailed scope is mentioned in the Material Requisition No: TP-1P30A-ME-RFQ-1001 & Annexure-6 to Heater MR Package (i.e. RPTU Heater Package Scope of Services & Supply Matrix), part of heater Tender.

The fired heater package includes construction of 5 Nos. New Fired Heaters, major design parameters of which are as following:

Item No.	Title	Type	Coil Material	Total Heater Absorbed Design Duty (G Cal/hr)
1P30-FF-2181	Vacuum Tower Feed Furnace	Horizontal Tube, Single Fired, Cabin Type Heater	ASTM A213 TP347H	12.82
1P30-FF-2281	LCF Reactor Feed Furnace	Horizontal Tube, Single Fired, Box Type Heater	ASTM A213 TP347H	16.50
1P31-FF-2881	HDT Feed Furnace	Horizontal Tube, Double Fired, Twin Cell Box Type Heater	ASTM A213 TP347H	12.13
1P30-FF-2781	Recycle Gas Furnace	Horizontal Tube Box, Double Fired, Box Type Heater	ASTM A213 TP347H	8.51
1P31-FF-2681	Product Fractionator Feed Furnace	Horizontal Tube, Single Fired, Box Type Heater	ASTM A213 TP347H	24.60



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The Scope of Work includes but not limited to Scope as mentioned in the MR Document and also elsewhere in the Bidding Documents but also co-ordination with Owner/ Consultant, total procurement (including chemicals, first fill of chemicals and lubricants consumables, special tools and tackles, pre-commissioning spares, commissioning spares, start-up spares and mandatory spares), fabrication, manufacturing, quality assurance, inspection and expediting, third party inspection, supplies, transportation, handling and storage of all equipment, materials, items and other construction materials at yard/site, fabrication, assembly, construction, erection, installation of all plant machinery including civil Foundation Works (excluding Piling & Ground Improvement Works), structural, mechanical, piping, Refractory Works, electrical and instrumentation including tie-ins, testing, insulation, painting, fireproofing, first fill of chemicals and lubricants, obtaining all Applicable Permits, statutory approvals (except for environment clearance), Pre-commissioning and Mechanical Completion of package, preparation of Package specific operating manuals, start-up, Commissioning and Performance Guarantee Test Runs (PGTR), training of Owner's operation and maintenance personnel, consumables (chemicals and lubricants) for 6 (six) months operation of the Plant, Contract closure activities of **Fired Heater Package** as detailed in Bidding Documents and interconnection systems in accordance with the Bidding Documents, Final invoice/billing and handing over of the Facilities with Final and "as built" drawing/documentation, Project data and information handing over specification in accordance with the Bidding Documents, supply of spares with necessary support and services during Defect Liability Period and supply of chemicals, Tools & tackles, consumables, lubricants etc. for initial charge and replenishment of any loss of these during Commissioning up to handing over after successful PGTR of the Facilities.

For detailed Scope, Bidder to refer the relevant sections of the Bidding Documents.

C. SALIENT FEATURES OF NOTICE INVITING TENDER (NIT):

1.	Tender No.	TPIL/CONS/NRL/200663C/04 Dated 31.12.2021
2.	Type of Bid	Domestic competitive bidding (E-BIDDING) Single stage two-bid system
3.	Name of Work	"FIRED HEATERS LSTK PACKAGE" for "RPTU Unit of Numaligarh Refinery Expansion Project" AT NRL NUMALIGARH Refinery located at Numaligarh, Assam, India.
4.	Time Schedule	22 Months (20 Months for Mechanical Completion including Pre-commissioning + 2 month for Commissioning) from the date of issue of the Letter of Acceptance (LOA). Detailed Completion Schedule/ Time Schedule shall be as per Annexure-II to SCC.
5	Tender download schedule	From 03-Jan-2022 (18.30 Hours) to 15-Feb-2022 (Up to 14.00 Hours)



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		Bidding Documents can be downloaded free of charge from the website http://eprocure.gov.in/eprocure/app ("E-Procurement Portal") during the above period.
6.	Site Visit and Pre-Bid Meeting	Site Visit at 10:00 hours on 12-Jan-2022. As per COVID-19 protocols, Bidders are requested to reach the site well in advance before the site visit and follow the local quarantine duration / RT PCR test as per procedure. Pre-Bid meeting at 14:30 hrs. on 18-Jan-2022 via online Microsoft Teams Note: Bidder(s) are requested to send their request to get the e-link to attend per-bid meeting at least 2 days prior to due date as per communication details mentioned in NIT. Last date for submitting Pre-bid queries: 15-Jan-2022 <u>For Site Visit, Bidders may contact following personnel:</u> 1) Murali Krishna Konduri Site Manager, EPCM-2 Package Numaligarh Refinery, Numaligarh, Assam E-mail ID: murali.konduri@technipenergies.com Phone: W +91 8511482070 LL 0376 2643877 2) Pre Bid Queries can be sent through e-mail addressing to following personnel: Vinod Kumar (vinod.kumar1@technipenergies.com) Saurav Tyagi (saurav.tyagi@technipenergies.com)
7.	Submission of Bid	Start Date of Submission of Bid: From 15.00 Hours 08.02.2022 Last date of Submission of Bid: Up to 15.00 Hrs. on 15.02.2022
8.	Opening date for Techno-Commercial Bid and Price Bid	15.00 Hrs. on 16.02.2022 (*). If date identified as (*) above happens to be a declared holiday in TPIL, Chennai/ NRL, Numaligarh, the next working day shall be considered. Date and time of Priced Bid opening will be communicated only to Techno-commercially acceptable bidders.



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9.	Earnest Money Deposit (EMD)	EMD is not applicable for this Tender. The Bidder is required to submit "Bid security declaration" in lieu of EMD along with the Unpriced Offer which is attached to ITB.
10.	Bidder Qualification Criteria (BQC): Intending Bidders shall meet the minimum qualification criteria detailed below to qualify. The Bidders shall have to furnish proof of their qualification credentials and other relevant documents mentioned in the Bidding Document along with the Part-I - Techno-Commercial Bid. Bids from following Bidders are acceptable: A Bidder (Indian Bidder or Indian Subsidiary/Affiliate of a Foreign Company) who meets the BQC Criteria as set out in subsequent clauses can directly quote for the job. Specific Provisions for Indian Subsidiary/ Affiliate of a Foreign Company participating on behalf of credentials of Parent/ Holding/ Group Company are detailed in clause No. 10.4 o NIT.	
10.1	TECHNICAL EXPERIENCE CRITERIA	
10.1.1	Bidder to submit relevant credentials in support of Technical /Execution Experience Criteria along with their bid. a1) Bidder must have successfully completed at least one process Fired Heater with Alloy Steel Tubes (5Cr-0.5Mo or higher)/ Stainless Steel Tubes (SS316/SS321/SS321H/SS347/SS347H/SS310) of heat absorption duty of minimum 12.0 GKcal/hr including Design, Engineering, Procurement, Construction and Commissioning on EPCC /Lump Sum Turn Key basis (LSTK) in Petroleum Refining / Petrochemicals / Hydrogen Production facilities in the last fifteen (15) years. Bidder's Scope of Work and Supply shall include Residual Thermal Design, Mechanical Design, Detailed Engineering, Procurement, Supply, Fabrication, Erection and Commissioning of the complete Fired Heater as a single point responsibility in the past 15 (Fifteen) years and the Plant and Unit shall have been in successful operation for at least 1 Year after Commissioning. This shall be supported by the Work Order and Completion Certificate issued by Client / Consultant. Also, Proof of commissioning from Owner/End User shall be submitted by the Intending Bidder along with the Technical Bid. a2) In addition, Bidder must have also completed at least one process Fired Heater in last 15 years having process design Pressure of 100 Kg/Cm2g. And bidder must have also completed a Process Fired Heater of balanced draft in last 15 years. Any Modification / Revamp Job / Pilot Plant shall not be considered for qualifying experience.	



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- b) All the fired heater/s jobs for which the credentials are submitted by bidder in support of technical and execution experience criteria should have been successfully completed in the last 15 years and should have completed at least 1 year of successful operation.
- c) Bidder can meet the Technical criteria under Clause 10.1(a1 & a2) either through single order or maximum through three (03) different orders. However, Heat absorption capacity and metallurgical requirement shall be met through one completed order only.
- d) In case the Bidder has not carried out Design & Engineering (Thermal & Structural Design) on its own for referred heater as above, Bidder can still be considered provided they engage a competent engineering sub-contractor who meets the Design & Engineering criteria under Clause 10.1 (a1 & a2). The heater designed by the sub-contractor must have completed at least one year of successful operation. The bidder shall also submit all the relevant documents in support of the sub-contractor's past experience criteria along with completion certificate of the fired heater. The selected sub-contractor should be well established in India and the MOU signed with the sub-contractor should be valid for complete Defect Liability Period plus one more year.
- e) Period of 15 (Fifteen) years mentioned in clause 10.1.1 will be considered as the period ending on last day of the month immediately previous to the month in which last date of Bid submission falls (in case of extended bid submission date, original bid submission date shall be considered).

10.1.2

Any one of the following documents is required to be submitted by the Bidder along with the Bid as a supporting document for the operation of the Units for at least 1 (one) year after commissioning.

- (i). Certificate for operation for 1 (one) year from Client; or
- (ii). Certificate of Release of full security deposit (bank guarantee) by client against the defect liability period; or
- (iii). Certificate of completion of performance guarantee and test run (PGTR) with completion date at least 1 year prior to the Bid Due Date; or
- (iv). Certification by CEO/ CFO of the Bidder with due notarization that defect liability period is completed and there is no claim by client on account of performance of such process unit.

Note: For reference job of NRL in support of successful operation of one year, Bidder need not submit any additional certificate. However, the qualification of the reference job order submitted by the Bidder for the tender will be checked internally by NRL based on the information submitted with the Bid.



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10.2	FINANCIAL CRITERIA
10.2.1	The average annual turnover of the Bidder shall be equal to or more than INR 32.36 Crores (Indian Rupees Thirty Two Crores Thirty Six Lacs only) during the last 3 (Three) immediately preceding financial years. For fulfilling the Financial Criteria, the Bidders shall submit its audited balance sheet and profit and loss account. Published Annual Report available in the public domain shall also be acceptable. Note: If the financial statement(s) 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.
10.2.2	<u>Bidder shall have positive net worth for the immediately preceding financial year as per the latest audited report.</u> To establish the positive net worth, Bidder shall furnish the latest audited financial statement including auditors reports, audited balance sheet, profit and loss account, notes, annexure (if any) etc. In case net worth of the Bidder is negative in the immediately preceding financial year, the Bid of such Bidder shall be rejected. The net worth means paid up share capital, share application money pending allotment* and reserve # less accumulate losses and deferred expenditure to the extent not written off. Net worth shall be calculated using the following formula: # Reserves to be considered for 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. Accordingly, the definition of net-worth shall be as follows:



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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)		

In case the Financial Year closing date is **within 9 months of bid due date** and Audited Annual Report of immediate preceding financial year is not available, the Bidder has the option to submit the financial details of the previous year immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding financial years.

Example, in case, audited annual report of immediate preceding Financial Year (year ending 31 March) is not available and where bid closing date is up to 31 December, the financial details of the previous year immediately prior to the last financial year may be submitted. However, in case the Bid Due Date is after 31 December, it is compulsory to submit the financial details of the immediate preceding financial year only.

Any of the following documents furnished by the Bidder in support of above clause shall be acceptable:

- (a) audited published annual report; or
- (b) audited balance sheet and profit and loss statement; or
- (c) financial statements duly certified by a practicing Chartered Accountant (not being an employee or a Director and not having any interest in the Bidder's company) where audited accounts are not mandatory as per law.

For Indian Bidders, audited annual report / financial statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any financial report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

The failure to meet average annual turnover criteria as per Clause 10.2.1 above and net worth criteria as per Clause 10.2.2 above will render the Bid to be summarily rejected.



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10.2.3	Working Capital: The Bidder must have a minimum working capital of amount equivalent to INR 19.78 Crores (Indian Rupees Nineteen Crores Seventy Eight Lacs only) as per immediate proceeding financial year audited annual Report. Working Capital shall be current assets minus current liabilities. In case, If the Bidder's working capital is inadequate, the Bidder should furnish a letter for line of credit from any scheduled bank in India or a commercial bank 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.
10.3	COMMERCIAL EXPERIENCE CRITERIA
10.3.1	The bidder, as a main or a sub-contractor should have executed / completed at least one or two or three contracts(s) involving <u>similar* nature work</u> with minimum value(s) as indicated below during the last fifteen (15) years: (a) 1 (one) similar* successfully completed contract value not less than the amount equal to INR 79.10 Crs. (Indian Rupees Seventy Nine Crores Ten Lacs only) OR (b) 2 (two) Similar* successfully completed contracts each valuing not less than the amount equal to INR 69.21 Crore /- (Indian Rupees Sixty Nine Crores Twenty One Lacs only). OR (c) 3 (three) Similar* successfully completed contracts each valuing not less than the amount equal to INR 59.33 Crores (Indian Rupees Fifty Nine Crores Thirty Three Lacs only). "Similar" nature of job shall have the meaning as set out in Clause 10.3.2 below
10.3.2	Definition of SIMILAR NATURE OF WORK: Similar work in Sl. No. 10.3.1 shall mean the work involving " Heater Package Works completed in Refinery/ Petrochemicals/ Hydrogen Production facilities/ Fertilizer Plant in India / Abroad on single point responsibility. The Reference job must not be a captive unit*** ***The unit will be considered as captive unit where Bidder has equal to or more than 50% share capital in the company owning the unit. Even if the detailed Engineering was not there in the scope of the concerned job, the job shall be considered as similar nature of work under Commercial Criteria if it meets the requirement in



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	terms of Project Management, Procurement, Construction, Mechanical Completion under a Single point responsibility and had engaged a detailed Engineering consultant/ sub-contractor to do the detailed engineering for the reference Process Fired Heater. In such cases, a valid Memorandum of Understanding (MoU)/ agreement/ Letter of Consent with the detailed engineering consultant for the concerned work shall be furnished along with the bid.
10.4	Specific Provisions for Indian Subsidiary/ Affiliate of a Foreign Company participating on behalf of credentials of Parent/ Holding/ Group Company. i) The Indian subsidiary shall comply with the Financial criteria stipulated under Clause 10.2 above ii) In order to qualify for either Technical or Commercial criteria or both (Clause no. 10.1 & 10.3 above), the bidder can utilise the credentials of their Holding/ Parent/ Group Company. In such cases, the either the Indian Subsidiary or the Holding/ Parent/ Group Company, as a main or as a sub-contractor shall have executed/ completed at least 1 (one) contract in India involving similar nature work with minimum value(s) as indicated below during the last 15 (fifteen) years <i>One “Similar” successfully completed contract valuing not less than the amount equal to INR 59.33 Crs. (Indian Rupees Fifty Nine Crores Thirty Three Crores only),</i> <i>The definition of “Similar” nature of job shall be at par with the clause 10.3.2 above.</i> iii) The Indian Subsidiary/ Affiliate and the Parent/ Holding company shall jointly and severally be liable for the performance of the contract and a notarial attested declaration to this effect shall be submitted with the bid, as per format provided in tender. iv) In case the Indian Subsidiary/Affiliate bids based on the PTR (either technical or commercial criteria or both) of their Holding/ Parent/ Group Company, the Holding/ Parent/ Group Company will submit an additional Security Deposit amounting to 50% of the security deposit submitted by the bidding entity. v) Bidder shall submit the relevant supporting documents to fulfill the definition of Indian Subsidiary/Affiliate of a foreign Company.
10.5	CONSORTIUM/JV Bidding is not allowed for this tender.
10.6	DOCUMENTATION The Bidder shall, in its own interest, furnish complete documentary evidence, as under, to justify that the Bidder meets the Bidder Qualification Criteria. Bidders are required to submit complete documents pertaining to BQC along with their offer. Failure to meet the BQC will render the bid to be summarily rejected. the Owner reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents /clarifications.



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For Technical and Commercial experience criteria:

10.6.1

- (a) For technical experience criteria, The Bidder shall furnish documentary proof in form of the copy of work order(s) / contract agreement(s)/ relevant pages of contract document(s) mentioning the value and the scope of work along with completion certificate(s) issued by owner/ consultant and certificate(s) of commissioning of previous plants from owner/ Consultant or any other certificate issued by owner/ consultant certifying that work is commissioned, fulfilling the technical experience criteria for themselves as well as their proposed engineering sub-contractor, as applicable. Bidder shall submit datasheet/GAD, P&ID in support of qualification criteria as mentioned in 10.1.1 a1) & a2) above
- (b) For commercial experience criteria, The Bidder shall furnish documentary proof in form of the copy of work order(s) / contract agreement(s)/ relevant pages of contract document(s) mentioning the value and the scope of work along with completion certificate(s) or any other certificate issued by owner/ consultant certifying that work is mechanically completed, fulfilling the commercial experience criteria, as applicable.
- (c) For commercial experience criteria, the value of past experience shall be adjusted at a simple rate of 7% for every completed year and thereafter at @ 0.58% for every completed month ending last day of the month proceeding the month in which last date of original Bid Due Date falls.
For calculation of period of escalation of Commercial experience Criteria for such Similar Works", starting date shall be reckoned from the date of mechanical completion of the work.
- (d) In case of Bidder submitting documents for Commercial experience criteria for their work executed for private establishments (other than PSUs), work order copy along with either: (a) tax deduction at source (TDS) certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or (b) bank certificate indicating receipt of payment from the owner, shall be required to furnish.
- (e) In case any other document is submitted by Bidder in support of execution for Commercial experience criteria, the same shall be subject to acceptance by the Owner or its representative.
- (f) In case, the executed value of job is more than work order value and the Bidder claims that it is meeting the BQC requirement on the basis of executed value, then it is the responsibility of the Bidder to submit the documentary evidence of final executed value (such as copy of final bill, executed value mentioned in completion certificate etc.) along with its Bid.
- (g) Bidder shall submit with the Bid, the Memorandum of Understanding (MOU) between Bidder and Holding/Parent/Group Company or Technology know-how Provider (as applicable) in connection with executing the detail engineering / Design of Heater Package, Technical & Construction Audit, Supervision of Erection, Commissioning Assistance/



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Commissioning etc. as applicable. The MOU shall be binding on the bidder and not to be changed thereafter without prior approval of Owner/Consultant and shall remain in force at least till the pendency of the Contract. including Defect Liability Period.

- (h) A job executed by a bidder for its own plant/ projects can't be considered as experience for the purpose of meeting requirement of BQC of the Bidding Document. However, jobs executed for Subsidiary/ Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed. Such bidders shall submit these documents over and above the other required documents under the various Clauses of BQC.
- (i) In case executed value is not mentioned in the completion certificate, work order value with amendments, if any, shall be considered towards BQC requirements. Where the executed value is not mentioned in the completion certificate, the copy of certified bill shall also be acceptable for determining the executed value if submitted along with completion certificate.
- (j) Executed value mentioned in the completion certificate should be exclusive of Service Tax/ GST. In case the value of job submitted by the Bidder does not have clarity with regard to inclusion/ exclusion of Service Tax/GST, the amount appearing in the certificate shall be considered exclusive of Service Tax/GST and shall be evaluated accordingly.
- (k) In case of Bidder's experience in composite works, in the event the qualifying requirement cannot be ascertained from the work order/ completion certificate submitted by Bidder, Copy of Schedule of Rates (SOR), relevant pages of Contracts, copy of relevant pages of final bill certified by owner for establishing requirement of BQC or written letter from their owner specifying the nature of work with quantities and executed values can be submitted for qualification.
- (l) If the Bidder cites any reference of a job executed for Owner or executed for some client through Consultant and the Bidder is not able to furnish documentary evidence, the internal records of Owner or Consultant (as the case may be) shall be considered.
- (m) A job completed by a Bidder as a sub-contractor shall be considered for the purpose of meeting the Technical Criteria and Commercial Criteria under this NIT subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":
 - 1. Copy of work order along with SOR issued by main contractor.
 - 2. Copies of completion/commissioning certificates (as the case may be) issued by the owner/ owner's consultant/main contractor. The said certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc. In case Bidder is not able to furnish the completion certificates



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from the owner/owner's consultant in its name then the certificate issued in the name of main contractor shall also be considered as proof of completion of the relevant job.

3. If the Bidder cites any reference of a job executed for the Owner or executed for some client through the Consultant and the Bidder is not able to furnish documentary evidence, the internal records of the Owner or Consultant (as the case may be) shall be considered. The sub-contractor shall furnish either (a) TDS Certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or (b) Bank Certificate indicating receipt of payment from the Main Contractor.

- (n) Bidder shall submit with the Bid, the Memorandum of Understanding (MOU) between Bidder and engineering sub-contractor (as applicable) in connection with executing the design and detailed engineering, engineering for procurement, preparation/approval of MR of critical equipment and package items as defined in the Bidding Documents elsewhere, HAZOP/ SIL studies, technical and construction audit, pre-commissioning/commissioning and PGTR etc. as applicable. The MOU shall be binding on the Bidder and not to be changed thereafter without prior approval of Owner/Consultant and shall remain in force at least till the pendency of the Contract including Defect Liability Period.
- (o) A job executed by a Bidder for its own plant/ projects can't be considered as experience for the purpose of meeting requirement of BQC of the Bidding Document. However, jobs executed by the Bidder for its subsidiary/ Affiliate/ Holding/ Parent company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory tax along with remittance proof in support of the such executed job. Such Bidders shall submit these documents over and above the other required documents under the various Clauses of BQC.
- (p) For Bidders (Indian Bidder), order value(s) in foreign currencies (other than INR) shall be converted to equivalent INR at the exchange rate of Reserve Bank of India (RBI) as on the date of award of such proposed qualifying work(s).
- (q) Bidder(s) are required to submit complete documents pertaining to BQC along with their Bid. However, the Owner / Consultant may give opportunity to the Bidder(s) to submit missing details or clarifications within the stipulated time. In case, these are not submitted within the stipulated time by the Bidder, offer of the Bidder will be evaluated based on available details/ information. The same shall be considered, if found adequate or else shall be rejected.
- (r) Notwithstanding any other condition/ provision in the Bidding Documents, the Bidders are required to submit complete documents pertaining to BQC along with their Bid. Failure to



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meet the BQC will render the Bid to be summarily rejected. the Owner reserves the right to complete the evaluation based on the details furnished by the Bidder, with or without seeking any additional supporting documents /clarifications.

- (s) The Bidders must submit complete and unambiguous documents pertaining to Bidder Qualification Criteria (BQC) in the first instance itself along with the offer. The Consultant / the Owner may not offer any opportunity to the bidder to provide complete or unambiguous documents and reserve the right to proceed on the basis of documents received along with the Bid and Incase of non-submission of some documents or submission of incomplete or ambiguous documents, the Bid may be rejected and not evaluated. However, the Owner reserves the right to make any further queries.

- (t) Bidder shall not be allowed to submit new references or document related such new references with respect their past experience unless it is not mentioned in the list (past experience) submitted along with the Bid.

- (u) In case where the Bidder cites the reasons of non-disclosure agreement for its inability to submit necessary documents in support of meeting the Bidder Qualification Criteria, a certificate in original, certifying all the required information, issued by CEO/ CFO of such Bidder along with a declaration that the Bidder is not in a position to submit the required documents owing to non-disclosure agreement with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a director or not having any interest in the Bidder) shall be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the Bidder) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate without endorsement may be accepted provided evidence of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

- (v) In case bidder has executed contract(s) meeting the requirements under clause no. 10.1 and/ or 10.3 above of BQC as a leader of Consortium/JV, the experience is acceptable for the purpose of qualification under clause 10.1 and/ or 10.3.
- (w) In case bidder has executed contract(s) meeting the requirements under clause no. 10.3, above of BQC as a consortium/JV, the value of work performed by the respective consortium members/JV partner shall be considered as the value of contract for the purpose of qualification under clause no. 10.3 above.



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For Financial Criteria:

(a) For fulfilling the **Financial Criteria**, annual audited financial statements (Balance Sheet, Profit and Loss Account, Auditor Report and all other Schedules / notes to Balance sheet and Profit & Loss Account) of the Bidder shall be considered as acceptable proof.

(b) In case the Financial Year closing date is **within 9 months of Bid Due Date** and audited annual report of immediately preceding financial year is not available, the Bidder has the option to submit the financial details of the previous year immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding financial years.

Example, in case, audited annual report of immediately preceding Financial Year (year ending 31 March) is not available and where bid closing date is up to 31 December, the financial details of the previous year immediately prior to the last financial year may be submitted. However, in case the Bid Due Date is after 31 December, it is compulsory to submit the financial details of the immediate preceding financial year only.

Any of the following documents furnished by the Bidder in support of above clause shall be acceptable:

10.6.2

(1) audited published annual report; or

(2) audited balance sheet and profit and loss statement; or

(3) financial statements duly certified by a practicing Chartered Accountant (not being an employee or a Director and not having any interest in the Bidder's company) where audited accounts are not mandatory as per law.

(c) For Indian Bidders, audited annual report / financial statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any financial report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation.

(d) In connection with the submission of various documents against the Financial Criteria, the Bidder shall, inter alia, specifically refer to the **Sl. No. 10.2** of BQC also.

(e) In case a Bidder (a parent company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the Bidder certifying that



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	separate annual report of such Bidder (without the financial data of subsidiaries) is not prepared and audited. Further, in case Bidder is a subsidiary company and separate annual report of the Bidder is not prepared and audited, but only a consolidated annual report of the its parent company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of such Bidder is not prepared and audited.	
11	Submission of authentic documents is the prime responsibility of the Bidder. Wherever the Owner has concern or apprehension regarding the authenticity/ correctness of any document, the Owner reserves the right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected and Bidder shall be put on Holiday List; orders, if any, placed against subject tender will be terminated and may be debarred from future tenders. For the purpose of verification, Bidders shall submit complete client details with names, address, phone number, e-mail ID etc.	
12	Mode of Submission.	Bid must be uploaded on E-Procurement Portal http://eprocure.gov.in/eprocure/app before the last date & time of submission of Tender (Bid Due Date). Bids submitted using any other mode will not be accepted.
13	OTHER REQUIREMENTS	
13.1	The Bidder should furnish copy of Permanent Account Number, PF Number, Certificate of Incorporation/Partnership deed/ Proprietorship affidavit , GSTIN and place of registration, ESI Registration Code and any other statutory requirement, wherever required, at the time of submitting their Bid.	
14	Bidder shall be required to submit the power of attorney in the name of its authorized signatory who is submitting the Bid with its digital signature certificate and signature. Also, Power of Attorney of the person who has signed the Bid (if a different person) shall be submitted.	
15	Integrity Pact Agreement	Applicable
16	Reverse Auction	Not Applicable
17	Tender cost / Fee	Nil
18	Split of Work	Not applicable
19	Language	English



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20	Validity of Bids	The Bid submitted by the Bidder shall remain valid for 6 (Six) months from the Bid Due Date / Revised offer (if applicable as permitted by the Owner). On account of exigencies if Bidders are requested by the Owner/ Consultant to extend their Bid validity, the same should be without any deviation including change in the prices. However in such cases, the Bidders would be allowed to withdraw their Bid if so desired by the Bidder. If a Bidder still deviates or changes price, its Bid shall be rejected and not considered for evaluation.
21	Tender Inviting Authority	Vinod Kumar, Chief Manager -Subcontract Technip India Limited A-4, Sector-1 NOIDA – 201301 Uttar Pradesh, India

D. EARNEST MONEY DEPOSIT (EMD)

- i. Earnest Money Deposit (EMD) is not applicable for this Tender. The Bidder is required to submit “Bid security declaration” in lieu of EMD along with the Unpriced Offer which is attached to ITB. Bids not accompanied with “Bid security declaration” in lieu of EMD shall be liable for rejection
- ii. EMD exemption shall be applicable for Micro or Small Enterprises registered with Udyam. The certificate issued should be valid on the date of opening of tender. Consideration of MSME bidders shall be as per prevailing MSE guidelines only.
- iii. All other clauses mentioned elsewhere in the Tender Document related to submission of EMD shall stand cancelled.

E. NOTE

The Bidder shall be put on “Holiday/ Suspension/ Banning List” in case of breach of his obligation(s), either of following circumstances:

- a) In case the bidder alters/modifies/withdraws the bid Suo-moto after opening the techno-commercial bids but within the validity period and/or submits multiple bids/ alternative bids; or
- b) If the Bidder impair or derogates from the Tender during the Validity period of Bid; or
- c) The successful bidder fails or refuse to furnish the Contract Performance security, or to execute the order, in accordance with the provisions of tender document; or
- d) If the successful bidder fails to accept arithmetical corrections; or
- e) If the information / documents submitted by the bidder in the bid is found to be false/ forged; or
- f) The successful bidder is not ready to accept Work Order / Contract or giving any conditional acceptance of Work Order / Contract; or



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g) If the Bidder is found to be indulged in corrupt/ fraudulent/ collusive/ coercive practice as per procedure.

F. GENERAL

Bidder to note the following:

1. Bids from following types of Bidders will not be accepted

- a) Who are in the Holiday List or Suspension List or Banning List or Negative list of the Licensor and/or the Owner and/or its Administrative Ministry, MOPNG or any other OIL & Gas PSU or MPMC (together "Holiday Lists") as on the due date of submission of Bid and/or has been put on such Holiday Lists at any time during the process of evaluation of the Bid. The Owner reserves the right to disqualify any Bidder during any stage of tendering if it is brought to the Owner's knowledge that the Bidder was disqualified under this clause and failed to inform the Owner of the same. Provided always that, nothing in this clause shall make a Bidder eligible hereunder if the Bidder has been removed from any of the Holiday Lists after the due date of submission of bids.
- b) Similarly, if a Bidder is qualified based on engaging a sub-contractor who meets stipulated qualification criteria and in case such a sub-contractor is on Holiday List/ Negative List/ Suspension List/ Banning List of Licensor or the Owner or MOPNG or any other OIL PSUs on due date of submission of Bid / during the process of evaluation of the Bid, the Bid of such a Bidder shall not be considered for bid opening/evaluation/Award.
- c) Not used.
- d) Consultant or their subsidiary company or companies under the management of same Consultant, are not eligible to quote for the same job for which they are working as Consultant, with the exception of participation as TPIA for the same job.
- e) In the event, an Insolvency Event has occurred with respect to Bidder as on the Bid Due Date or during the Bidding Process, the Bids of such Bidder shall be rejected and not considered for evaluation.
- f) Bidder(s) who are under liquidation, court receivership or similar proceedings. In this connection, Bidder shall submit an Affidavit stating that they are not under liquidation, court receivership or similar proceedings.
- g) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
- h) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the above Code at any stage of evaluation of the bid.

2. Bidding Documents:

- a) The subject tender is an e-tender and can be downloaded from the E-Procurement Portal available at <http://eprocure.gov.in/eprocure/app>. The Bidders who are not enrolled/registered in E-Procurement Portal should enroll/register before participating. Bidders are advised to go through instructions provided as '**Instructions for online Bid**



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Submission' provided at Appendix A to NIT. Request for sending the Bidding Documents by Post, Courier or any other mode shall not be entertained.

- b) Licensor's Technical Information document (PART III : Technical Section – EXHIBIT 3) of this Tender is Password protected. Password code required for accessing the Licensor's Technical Document (Exhibit 3) shall be provided through e-mail to those Bidder only who will submit duly filled-in, signed and stamped copy of NDA and Secrecy Agreement Document (Format attached as per Annexure-2 of NIT by authorized competent person of the Bidder on Company Letter Head within the due date of Bid Submission period to Technip Energies India Ltd., A-4, Sector-1, Noida Office and acceptance of the same by competent Authority of Licensor Company. Bidders are advised to submit the duly signed and stamped copy of NDA and Secrecy Agreement Form well within the due date of submission of Bid for expeditious issue of Password code for accessing the Licensor's Technical Document downloaded by Bidder through CPP Portal.**

- c)** Bidders can access Bidding Documents from the E-Procurement Portal, fill all relevant information and submit the completed Bidding Documents into electronic tender on the E-Procurement Portal.
- d)** Bids including supporting documents should be uploaded through E-Procurement Portal only by Bidders. Hard copy of the Bidding Documents will not be accepted.
- e) Corrigendum/addendum/extension (if any) pertaining to this tender will be published at the E-Procurement Portal only.** No separate notification shall be issued in the press. Bidders

are therefore requested to regularly visit our website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by the Owner shall make bid liable for rejection.

- f)** Both Techno-Commercial Bid and Price Bid are to be submitted concurrently, duly digitally signed at the E-Procurement Portal.
- g)** The Bidding Documents will not be issued in person or sent by post. Mere obtaining Bidding Documents through E-Procurement Portal shall, however, not be construed that the Bidder is considered qualified.
- h)** The Owner does not take any responsibility for the correctness of Bidding Documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their Bids for official version of the Bidding Documents including any corrigendum / amendment if any, which shall be binding on the Bidder.
- 3.** Purchase Preference to MSE will not be applicable for this tender. There will be no relaxation in BQC criteria to MSE and Startups in this Tender.
- 4.** Bidder shall download the Bidding Documents in its own name and submit the Bid directly in



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accordance with the provisions of the Bidding Documents. The Bidding Document is non-transferable. Bids submitted by Bidder/s who have not downloaded the Bidding document either directly or through their authorized person will be rejected and not considered for evaluation. Please note that the person having Power of Attorney to do bidding process on behalf of the Bidder shall only submit/upload the Bidding Document using their own DSC.

5. As far as possible Bidders are requested to clarify all the queries related to tender before the Bid opening and ensure compliance of all provisions of the Bidding Documents.
6. The Bidder is expected prior to the submission of its Bid, as a prudent and experienced contractor to make its own assessment of all the requirements of the Work comprising in the Project in accordance with the Bidding Documents and of the accuracy, correctness and completeness of any estimate, data, or information furnished by the Owner in the Bidding Documents and of the availability, suitability, propriety, adequacy and/or soundness of any suggestion made by the Owner in the Bidding Documents as hereinabove referred to.
7. All documents furnished by the Bidder in support of meeting the Bidder Qualification Criteria (BQC) shall be self-certified by the duly authorized representative of the Bidders.
8. All documents submitted by the Bidder towards meeting BQC shall be furnished in a separate booklet titled as "Documentation against Bidder Qualification Criteria" with proper indexing.
9. All documents uploaded as part of Bid submitted (Except BQC Documents) must be either digitally or physically signed by the "authorized signatory" of the Bidder holding Power of Attorney.
10. Submission of authentic documents is the prime responsibility of the bidder. Wherever the Owner/ Consultant has concern or apprehension regarding the authenticity/correctness of any document, the Owner reserves the right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected, Bidder shall be put on Holiday List; Orders, if any, placed against subject tender will be terminated and may be debarred from future tenders. For the purpose of verification of documents, bidders shall submit complete client details with names, address, phone number, e-mail ID etc.
11. The Owner/ Consultant reserves the right to carry out capacity and capability assessment of the Bidder using in-house information and past performance.
12. Relevant supporting documents towards other requirements specified are also to be uploaded along with Bid, failing which the Bid is liable for rejection.
13. The Owner reserves the right to reject any or all of the Bids or any parts of the Bids so received and may cancel the Bidding Process in part or full, extend the Bid Due Date without assigning any reason.



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14. In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
15. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
16. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Golaghat, Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
17. During the tendering stage all communication will be made through E-Procurement Portal. However, post submission of Bids all communications / clarifications shall be sought outside the E-Procurement Portal.
18. Bidder cannot make any claim against the Owner towards its expense incurred in connection with the preparation and delivery of their Bids, participating in the discussion and other expenses incurred during Bidding Process.
19. Offers not meeting statutory requirement are liable for rejection.
20. Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. Policy.
21. Owner shall also follow the Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012.
22. In case of a MSE bidder, documentary evidence as per the prevailing Government policy shall be acceptable. In addition duly authenticated document in this regard shall be submitted. However, in case authenticated document is not submitted in original, the same can be accepted provided a valid MSE certification is available on Government portal (www.nsicspronline.com) or Government Udyog Aadhar portal.
23. For detailed specifications, terms and conditions and other details, refer complete Bidding Documents.
24. A Memorandum of understanding has been signed by the Owner for adoption of **Integrity Pact** in major Tenders.
Bidder shall submit the **Integrity Agreement** in the prescribed **Formats (enclosed in the Bid Document)** duly signed along with the Bid.
25. Fax/ e-mail bids shall not be accepted.
26. The terms “Pre-Qualification Criteria (PQC)” and “Bidder Qualification Criteria (BQC)” shall have the same meaning in the Bidding Document.



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- 27. The terms 'Sl. No.', 'Sr. No.', 'Cl. No.' and 'Clause No.' used in this NIT document shall have the same meaning.**
- 28. Bidder to quote the NIT/Bidding Doc. no. in all Correspondences.**
- 29. Clarification, if any, can be obtained from MPMC / OWNER.**
- 30. The Bidder is also expected prior to finalization of its/his/their bid to visit and examine the job site and its surroundings and to familiarize itself/himself/themselves of the ground realities, the availability, existence and suitability of facilities and sources of supply required for the work(s) and the environmental conditions which can be encountered, and collect all data and other information which the bidder may require for preparation and formulation of its/his/their Bid. The Contractor will not to be entitled to make any claim against the Owner or to raise any objection or defense to any claim based on the ignorance of existing or expected conditions, or on the lack of adequate information, or of any plan, estimate or expectation based on a different perception or expectation or information.**
- 31. The Bidders shall be deemed before tendering to have undertaken a thorough study of the proposed work, the job site(s) involved, the site conditions, soil conditions, the terrain, the climatic conditions, the labour, power, material, and equipment availability, transport and communications facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office and accommodations, quarters, and all other facts and facilities necessary or relevant for the formulation of the Bid, supply of materials and the performance of work**
- 32. Unsolicited clarifications to the Bidding Documents and / or change in the prices during the validity period would render the Bid liable for rejection.**
- 33. Bidders shall quote their most competitive rates. Negotiations will not be conducted with the bidders as a matter of routine. However, Owner reserves the right to conduct negotiations.**
- 34. Bidder should make sure that their Price Bid (Part-II/BOQ) contains only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Price Bid (Part-II/BOQ).**
- 35. After opening of the Techno-Commercial Bids but before the opening of the Price Bids, the Bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice of Owner/Consultant after the issue of the Bidding Documents.**
- 36. Class 1 local bidder shall be given purchase preference as per the existing Govt. PPLC policy.**
- 37. Not used.**



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38. Bidders from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority in line with requirements specified by Government of India. Broad guidelines in this regard is specified as **Attachment to ITB**. The bidder shall complete the registration process before the Bid Due Date and submit documentary evidence in this regard, failing which their Bids will be rejected.
39. Notwithstanding any other condition/ provision in the Bidding Documents, Bidders are required to submit complete documents pertaining to BQC along with their offer. Failure to meet the BQC will render the bid to be summarily rejected. the Owner reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents /clarifications
40. Post evaluation of the Bids, the Letter of Acceptance (LOA) will be issued by the Owner to the Successful Bidder.
41. The Owner, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/ or cancel the Bidding Process and/ or amend the Bidding Process;
 - (b) supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (c) consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to Owner by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

Instructions for Online Bid Submission

Appendix-A

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS/ nCode/ eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- For any technical help, the bidders can contact **Mr. Tapan Desai at Mobile No. 8866287104 and email : tapan@tender247.com**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the priced bid have been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232.
- 3) **For any assistance, please contact the following person:**
Mr. Dhiraj Mohan Saikia Phone No. 03776-265774
Email ID : z_tender@nrl.co.in

Special Instructions to the Bidders for the e-submission of the bids online through e-Procurement Portal:

- Bidder should do Online Enrolment in this Portal using the option Click Here to enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT /MTNLTrustline/SafeScript/TCS.
- Bidder then logs into the portal giving user id / password chosen during enrolment.
- The e-token that is registered should be used by the bidder and should not be misused by others.
- DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids. The bidder has to submit the tender document(s) online well in advance before the prescribed

time to avoid any delay or problem during the bid submission process.

- There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

The bidders are requested to submit the bids through online e-Procurement system well before the bid submission end date and time as per NIT.

DECLARATION FOR BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

To,

M/s. Numaligarh Refinery Limited,

SUB:

TENDER NO.:

Dear Sir,

After examining/ reviewing provisions of above referred tender document (including all corrigendum/ Addenda), we M/s. _____ (Name of Bidder) have submitted our offer/ bid no. _____

We, M/s. _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of M/s Numaligarh Refinery Limited in this regards), if we are in breach of our obligation(s) as per following:

- (a) Have withdrawn/modified/amended, impair or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid: or
- (b) Having been notified of the acceptance of our Bid by the M/s. Numaligarh Refinery Limited during the period of bid Validity:
 - i. Fail or refuse to execute the Contract, if required, or
 - ii. Fail or refuse to furnish the Contract performance Security, in accordance provisions of tender document.
 - iii. Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) I have indulged in corrupt/fraudulent/ collusive/coercive practice as per procedure.

Place:

Date

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



Chevron Lummus Global
 100 Chevron Way
 Suite 10-1522
 Richmond, CA 94801
 USA
 Tel: +1 510 242 4882
www.chevronlummus.com

Date

Supplier

.....

Ladies and Gentlemen:

CHEVRON LUMMUS GLOBAL LLC ("CLG"), a Delaware limited liability company, wishes to make available to ("Recipient"), and Recipient has indicated it wishes to receive information relating to CLG ISOCONVERSION, CLG ISOCRACKING, CLG ISOTREATING, CLG ISODEWAXING, CLG ISOFINISHING, CLG LC-FINING, CLG LC-MAX, CLG ISOMIX®-e, CLG LC-SLURRY, CLG Coking, CLG RDS (Residue Desulfurization), CLG VRDS (Vacuum Residue Desulfurization), CLG OCR (On-stream Catalyst Replacement), CLG UFR (Up Flow Reactor) and CLG SDA (Solvent Deasphalting) process technologies ("Confidential Information").

We further understand that Recipient desires to receive such Confidential Information for its use in connection with (a) preparing process designs for specific ISOCONVERSION, ISOCRACKING, ISOTREATING, ISODEWAXING, ISOFINISHING, LC-FINING, LC-MAX, ISOMIX®-e, LC-SLURRY, Coking, RDS, VRDS, OCR, UFR or SDA process technology units under license from CLG, based on process conditions for such units furnished by CLG as part of Confidential Information; (b) bidding on construction contracts for such units; (c) preparation of detailed engineering specifications for such units; and (d) construction and maintenance of such units for **Numaligarh Refinery, Numaligarh** (the "Purposes").

Since Confidential Information embodies CLG's confidential and proprietary, trade secret information, CLG will make certain of Confidential Information available to Recipient that is sufficient, in CLG's sole opinion, to enable Recipient to carry out the Purposes, provided Recipient agrees with CLG as follows:

1. Confidential Information made available to Recipient under this Agreement, whether directly or indirectly by CLG, shall be used by Recipient only for the Purposes.
2. Recipient shall not disclose any of Confidential Information to others, including any of Recipient's affiliates, without CLG's prior written authorization, except that Recipient may disclose Confidential Information to third parties including Vendors, Subcontractors who

would be involved in the said purpose who need to know the Confidential Information for the Purposes, provided such third parties have first entered into a confidentiality agreement with Recipient containing restrictions on use and disclosure of Confidential Information not less stringent than the provisions of this Agreement. Recipient will be liable to CLG for unauthorized use or disclosure of Confidential Information or other breach of such third-party confidentiality agreements.

3. Recipient will not make copies of Confidential Information or portions thereof for any purpose other than the Purposes, and Recipient will, on request, return to CLG all Confidential Information furnished to Recipient, including all copies thereof, if any, made by Recipient.
4. The provisions of Paragraphs 1, 2 and 3 above shall not apply to any portion of Confidential Information that:
 - (a) was in Recipient's possession prior to its receipt of the same, directly or indirectly, from CLG, or
 - (b) was at the time of first disclosure to the Recipient, or thereafter becomes through no act or failure to act on Recipient's part, generally known on a nonconfidential basis in the hydrocarbon processing industry, or
 - (c) was independently developed by the Recipient without access to or use of the Confidential Information, or
 - (d) corresponds in substance to information furnished to Recipient by third parties as a matter of right without restriction on disclosure.

Confidential Information shall not be deemed to be within one of the foregoing exceptions if it is merely embraced by more general information available on a nonconfidential basis or in the Recipient's possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions unless the combination itself and its principle of operation are embraced by corresponding information that is within one of the foregoing exceptions.

5. The terms CLG ISOCONVERSION process technology, CLG ISOCRACKING process technology, CLG ISOTREATING process technology, CLG ISODEWAXING process technology, CLG ISOFINISHING process technology, CLG LC-FINING process technology, CLG LC-MAX process technology, CLG ISOMIX®-e process technology, CLG LC-SLURRY process technology, CLG Coking process technology, CLG RDS (Residue Desulfurization) process technology, CLG VRDS (Vacuum Residue Desulfurization) process technology, CLG OCR (On-stream Catalyst Replacement) process technology, CLG UFR (Up Flow Reactor) process technology and CLG SDA (Solvent Deasphalting) process technology are proprietary names and Recipient agrees that a statement to such effect, in a form CLG may specify, shall be included by Recipient in connection with all written material prepared or used by Recipient in which the terms are used.

6. Recipient hereby agrees to use Confidential Information in accordance with the terms of this Agreement, and in accordance with any applicable standards, codes, regulations and laws. Recipient shall indemnify, defend and hold CLG harmless against any and all claims relating to Recipient's use of Confidential Information.
7. **Confidential Information is being disclosed on an "as is" basis, and CLG makes no representations or warranties, express or implied, regarding the quality, quantity, value, condition, completeness or accuracy of Confidential Information. CLG shall have no responsibility or liability to Recipient or any other party relating to Recipient's use of Confidential Information.**
8. This Agreement does not and shall not be construed to grant any rights, express or implied, to Recipient under patents licensable by CLG.
9. If Recipient, alone or in conjunction with others, makes an invention or discovery, whether patentable or unpatentable, arising from the Purposes or Recipient's access to or use of Confidential Information, Recipient will promptly disclose such inventions or discoveries to CLG. Recipient will assign and hereby does assign all rights to any such inventions and/or discoveries to CLG or its nominee. Recipient will not use such inventions and/or discoveries except for the Purposes and will not disclose such inventions and/or discoveries to others. If requested, Recipient will assist CLG in the filing of patent applications on such inventions and/or discoveries. CLG will bear the expenses associated with such patent applications.
10. The parties shall not disclose this Agreement or the identity of the other party to any third party, without the other party's prior written approval. The parties shall not use or disclose the other party's, or their affiliates' logos, trademarks, or other trade indicia for any reason, without the other party's prior written approval.
11. Nothing in this Agreement shall be construed as obligating either party to enter into any commercial arrangement or agreement with the other party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship or to require either party to be responsible for any obligations other than those expressed in this Agreement.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to any principles of conflicts of law.
13. Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, no director, employee or agent of either party or their subcontractors or vendors shall give to or receive from any director, employee or agent of the other party any gift, entertainment or other favor of significant value, or any commission, fee or rebate. Likewise, no director, employee or agent of either party or its subcontractors or vendors shall, without prior written notification thereof to the other party, enter into any business relationship with any director, employee, or agent of the other party or any affiliate, unless such person is acting for and on behalf of such party. Each party shall promptly notify the other party of any violation of this Paragraph and any consideration received as a result of such violation shall be paid over or credited to the

other party. Additionally, in the event of any violation of this Paragraph, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in the other party's consent to enter into this Agreement, that party may, at its sole option, terminate this Agreement at any time. Any representatives authorized by CLG may audit any and all records of Recipient and its subcontractors and vendors for the sole purpose of determining whether there has been compliance with this Conflicts of Interest Paragraph.

14. Neither party nor its employees, agents, or subcontractors, or their subcontractors' employees or agents, may directly or indirectly offer or make any payment or offer or give anything of value to any official of any government, public international organization, or political party (including any officer or employee of any department, agency, or instrumentality of any government or public international organization), to any candidate for political office, or to any political party to influence his/her or its decision, or to gain any other advantage for either party in connection with this Agreement. The parties shall immediately notify the other party of any violation of this Paragraph and shall immediately reimburse the other party an amount equal to the amount of the payment or the value of the gift to such an official which gives rise to such violation. Each party shall hold the other party harmless for all losses and expenses arising out of such violation. In the event of any violation of this Paragraph, the other party may, at its sole option, terminate this Agreement at any time. The parties and their agents, subcontractors, and vendors of any tier shall maintain true and correct records in connection with this Agreement and all transactions related thereto and shall retain all such records for at least twenty-four (24) months after termination of this Agreement. Any representative(s) authorized by CLG may audit any and all records of Recipient and any such subcontractor or vendor for the sole purpose of determining whether there has been compliance with this Paragraph.
15. CLG and Recipient agree that it is not anticipated that any personal data will be processed by Recipient on behalf of CLG under or as a result of this Agreement (other than as contained within the terms of the Agreement). If Recipient begins to process personal data on behalf of CLG, Recipient will immediately notify CLG and the parties will incorporate appropriate data protection provisions into this Agreement.
16. The parties understand and acknowledge that Confidential Information and other technical information (including, but not limited to, data, plans, manuals, specifications, flow sheets, and drawings furnished directly or indirectly, in writing or otherwise, by CLG) made available under this Agreement and/or related agreements, and the direct products thereof, are subject to U.S. Export Administration Regulations and U.S. trade sanctions. The parties shall adhere to the U.S. Export Administration Regulations and U.S. trade sanctions and shall not export or re-export any technical information or the direct products of such technical data to any proscribed country or end-user listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government, if such authorization is required. CLG shall not be obligated to perform any obligations hereunder if and to the extent that any such performance is prohibited by or contrary to any applicable U.S. export regulation or trade sanction.

17. This Agreement shall remain in effect for a term of two (2) years from the Effective Date. Recipient's obligations of confidentiality and restricted use set forth hereunder shall continue for twenty five years (25 yrs.) after termination of this Agreement.

Very truly yours,

CHEVRON LUMMUS GLOBAL LLC

Understood and Agreed:

[.....]

By _____

(Print Name)

Title _____

By _____

(Print Name)

Title _____