



## **INVITATION FOR BIDS (IFB)**

***SELECTION OF BIDDER ON INTERNATIONAL COMPETITIVE BIDDING BASIS***

***FOR***

***INSTALLATION OF GREEN HYDROGEN GENERATION UNIT (GHGU) ON BUILD OWN AND OPERATE(BOO) BASIS, AND SUPPLY OF GASEOUS GREEN HYDOGEN (GGH) TO THE REFINERY AT NUMALIGHARH, PURSUANT TO GREEN HYDROGEN PURCHASE AGREEMENT (GHPA)***

***(BIDDING DOCUMENT NO.: OC08000104/SSB)***

***E-File No.: PUR-PRJGRNHY-1008343***

## TABLE OF CONTENT

|     |                                                                     |    |
|-----|---------------------------------------------------------------------|----|
| 1.  | DEFINITIONS.....                                                    | 1  |
| 2.  | DISCLAIMER.....                                                     | 4  |
| 3.  | INTRODUCTION .....                                                  | 5  |
| 4.  | BRIEF SCOPE OF WORK .....                                           | 5  |
| 5.  | GENERAL INFORMATION TO BIDDERS.....                                 | 6  |
| 6.  | SALIENT FEATURES OF BIDDING DOCUMENT AND ELIGIBILITY CRITERIA ..... | 9  |
| 7.  | FINANCIAL ELIGIBILITY CRITERIA.....                                 | 20 |
| 8.  | Bid Evaluation Criteria: .....                                      | 20 |
| 9.  | GUIDELINES FOR SUBMISSION OF SCHEDULE OF PRICES .....               | 20 |
| 10. | GENERAL .....                                                       | 20 |
| 11. | MISCELLANEOUS.....                                                  | 21 |
|     | Format A : Certificate .....                                        | 21 |
|     | Format B: Undertaking .....                                         | 22 |
|     | ANNEXURE I TO IFB ( Responsibility Matrix).....                     | 24 |
|     | ANNEXURE II TO IFB( Land Border Clause) .....                       | 29 |
|     | ANNEXURE III TO IFB( Format for power of Attorney) .....            | 33 |
|     | ANNEXURE IV TO IFB( GHPA) .....                                     | 35 |
|     | ANNEXURE V TO IFB(ITB) .....                                        | 36 |
|     | ANNEXURE VI to IFB (Definition of Green Hydrogen).....              | 36 |

## 1. DEFINITIONS

- 1.1. The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein:

**"Agreement"** means conditions of contract for installation of GHGU (*defined below*) and procurement of GGH by NRL on build, own and operate basis by the Operator, forming part of the Bidding Documents which is to be executed amongst the Successful Bidder, Operator and NRL in accordance with the provisions of the Bidding Documents;

**"Annual Turnover Criteria"** shall have the meaning as set out in Clause 6.3.5(a)(i) of this IFB;

**"Associate"** means, in relation to the Bidder/ Member of Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ Member. As used in this definition, the expression "control" means, ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person or the power to direct the management and policies of such person by operation of law or by contract or otherwise;

**"Bid Due Date"** means the last for submission of Bids pursuant to the terms of the IFB;

**"Bid Validity Period"** shall have the meaning as set out in Clause 5.6(a) of this IFB;

**"Bidder"** shall have the meaning as set out in Clause 6.3.2(a) of this IFB. For the avoidance of doubt, reference to the term Bidder includes Consortium, unless the context may otherwise require;

**"Bidding Documents"** means the IFB, ITB, Letter of Award, Agreement, as modified, altered, amended and clarified from time to time by NRL and all other documents issued thereto, pursuant to which Bids are being invited by NRL for selection of the Operator to undertake the Project;

**"Bids"** shall have the meaning as set out in Clause 2.2 of this IFB;

**"Bid Security"** means the bid security required to be deposited by the Bidders in accordance with Clause 6(iii) of this IFB;

**"Bidding Process"** shall have the meaning as set out in Clause 3.6 of this IFB;

**"Conflict of Interest"** shall have the meaning as set out in Clause 5.2 of this IFB;

**"Consortium"** shall have the meaning as set out in Clause 6.3.2(a) of this IFB;

**"Consortium Agreement"** shall have the meaning as set out in Clause 6.3.2(b)(i) of this IFB;

**"Commissioning"** means the actual date of completion of the Project as certified by the Certificate of Operational Readiness in accordance with the provisions of the Agreement, pursuant to which the Operator can commence supply of GGH and the date on which the Operator commences such delivery shall be called the First Delivery Date and the GHGU shall be deemed to have been commissioned;

**"Delivery Point"** shall refer to the point on the Refinery boundary closest to the Operator's Production Site where the Operator must deliver GGH to NRL;

**"Eligibility Criteria"** means collectively the Technical Eligibility Criteria and Financial Eligibility Criteria;

**"Equity"** means legal and beneficial interest in the issued, subscribed and paid up equity share capital of the Operator and for the purpose of this IFB shall include compulsorily or optionally convertible instruments or other similar forms of capital or securities which shall compulsorily or optionally convert into equity share capital of the Operator;

**“E-Procurement Portal”** means the e-Procurement portal, available at the web address:  
<http://eprocure.gov.in/eprocure/app>;

**“Extended Bid Validity Period”** shall have the meaning as set out in Clause 5.6(b) of this IFB;

**“First Delivery Date”** means the date on which the GHGU actually commences delivering GGH at the Delivery Point to NRL, subject to and in accordance with the terms of this Agreement.

**“Financial Eligibility Criteria”** means the financial eligibility criteria as set out in Clause 6.3.5;

**“Gaseous Green Hydrogen”** or **“GGH”** shall mean the hydrogen gas generated by Operator at the GHGU by electrolysis of water using Renewable Energy or from biomass processing route and which shall be delivered to NRL at the Delivery Point and which satisfies the definition of green hydrogen as defined by MNRE vide notification dated 18th August 2023 (as may be amended from time to time) and which meets the Specifications as mentioned in the GHPA;

**“GHGU”** shall mean the GGH unit situated within the Operator’s Production Site where Operator shall undertake generation of GGH based on electrolysis of water using Renewable Energy or from biomass processing route and shall include the interconnecting pipelines, necessary ancillary facilities, equipment, systems etc.

**“GHPA”** or **“Green Hydrogen Purchase Agreement”**: shall mean the agreement to be executed between the Operator and NRL and Successful Bidder(s) for supply of GGH by Operator to NRL at the Delivery Point.

**“IFB”** shall have the meaning as set out in Clause 2.1 of this IFB;

**“ITB”** means the Instructions to Bidders providing information in relation to the Bidding Process including formats for submission of Bids which shall be construed as an integral part of this IFB and attached as [Annexure V](#);

**“Insolvency Event”** means, if the Bidder/ Member: (a) is subject to a petition in bankruptcy or insolvency or liquidation or for the alteration or adjustment of a substantial part of indebtedness being admitted before a governmental authority (excluding an arbitrator) against it under any bankruptcy, insolvency or other Applicable Law relating to debtors or for alteration or adjustment of indebtedness; or (b) files, or consents to, any petition in bankruptcy or for reorganization under any bankruptcy or insolvency law, or for the appointment of an interim resolution professional, resolution professional or receiver for a substantial portion of its property; or (c) commences proceedings for or takes any corporate action authorizing or providing for its dissolution or liquidation; or (d) is subject to a receiver being appointed by a governmental authority (excluding an arbitrator) over a substantial part of the property of such Bidder/ Member;

**“L1 Bidder”** means the Bidder who has fulfilled the Eligibility Criteria in accordance with this IFB and has offered the lowest price for the Project;

**“Lead Member”** in relation to a Consortium, means and refers to 1 (one) Member identified by the other Members of the Consortium as the lead member of such Consortium;

**“Letter of Award”** or **“LOA”** means the notification of award to be issued by NRL in favour of the Successful Bidder in accordance with the Bidding Documents;

**“MMTPA”** means million metric tonnes per annum;

**“Member”** shall have the meaning as set out in Clause 6.3.2(a) of this IFB;

**“Net Worth Criteria”** shall have the meaning as set out in Clause 6.3.5(b)(i) of this IFB;

**“NRL”** means Numaligarh Refinery Limited, a central government public sector undertaking and a company incorporated under the Companies Act, 1956 and having its registered office at 122A, GS Road, Christian Basti, Guwahati-781005, which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns;

**“Operator”** means the special purpose vehicle incorporated under the Companies Act, 2013 by the Successful Bidder for undertaking the Project in accordance with the provisions of the Bidding Documents;

**“Operator’s Production Site”** means the production site of the Operator for setting up the GHGU and for execution of its obligations under this Agreement

**“Project”** means, financing, designing, construction, operation and maintenance of GHGU in accordance with the provisions of this Agreement and the Bidding Documents, and supply of GGH, in accordance with the Bidding Documents and terms of the Agreement;

**“Qualifying Project”** shall have the meaning as set out in Clause 6.3.3 of this IFB;

**“Renewable Energy”** means electrical energy sourced from solar/wind/hydro power or pumped storage hydropower using renewable energy or any other renewable energy plants owned and/or operated by Operator (including its Affiliate) or by third parties used by Operator for production of GGH at the GHGU.

**“SPV”** shall have the meaning as set out in Clause 6.3.2(b) of this IFB;

**“Schedule of Prices”** means the price bid to be submitted by all Bidders in the format as set out in the ITB in accordance with Clause 9 of this IFB;

**“Successful Bidder”** means the Consortium / single Bidder that is selected as the L1 Bidder pursuant to this IFB and in whose favour NRL has issued the Letter of Award to execute the Project in the manner contemplated in the Bidding Documents; and

**“Technical Eligibility Criteria”** means the technical eligibility criteria as set out in Clause 6.3.3.

## 1.2. **Order of Precedence**

The documents forming part of the Bidding Documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) Green Hydrogen Purchase Agreement as provided in Annexure IV;
- (b) Letter of Award;
- (c) IFB; and
- (d) ITB.

- 1.3. For the avoidance of doubt, this IFB sets out the eligibility criteria for the Bidders to participate in the Bidding Process and qualify as the Successful Bidder to undertake the Project. However, the qualification of Bidders shall be subject to: (a) submission of all requisite documents in accordance with this IFB and ITB; and (b) submission of all details required under this IFB and ITB in the formats as set out in this IFB and ITB. Bidders should carefully examine the contents of IFB and ITB in this regard. Notwithstanding anything in the Bidding Documents, in the event Bidders fails to: (a) submit documents required under this IFB and ITB; or (b) submit all details required under this IFB and ITB in the formats set out in this IFB and ITB, the Bids of such Bidders shall be declared non-responsive and shall not be considered for the purpose of evaluation. The decision of NRL in this regard shall be final and binding.

## **2. DISCLAIMER**

- 2.1. The information contained in this invitation for bids (“**IFB**”) document or subsequently provided to Bidder(s), in documentary or any other form by NRL or any of their respective employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this IFB and the Bidding Documents.
- 2.2. This IFB is neither an agreement nor an offer by NRL to the prospective Bidder(s) or any other person. The purpose of this IFB is to provide interested parties with information that may be useful to them in submitting their e-bids pursuant to this IFB (“**Bids**”). This IFB includes statements, which reflect various assumptions and assessments arrived at by NRL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This may not be appropriate for all persons, and it is not possible for NRL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this IFB. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this IFB and obtain independent advice from appropriate sources.
- 2.3. Information provided in this IFB to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NRL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.4. NRL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this IFB or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the IFB and any assessment, assumption, statement or information contained therein or deemed to form part of this IFB or arising in any way for participation in the Bidding Process.
- 2.5. NRL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this IFB.
- 2.6. NRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this IFB.
- 2.7. The issue of this IFB does not imply that NRL is bound to select a Bidder or to appoint the Successful Bidder or Operator, as the case may be, for the Project and NRL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 2.8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NRL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NRL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

### 3. INTRODUCTION

- 3.1. Numaligarh Refinery Limited (NRL), is a public sector undertaking under the Ministry of Petroleum and Natural Gas and operates a refinery located at Numaligarh in the district of Golaghat, Assam ("**Refinery**") which was commissioned in the year 2000 with a crude processing capacity of 3 (three) MMTPA to process indigenous crude of Assam. The Refinery primarily produces MS and HSD conforming to BS-IV/VI specification. NRL is now executing a major expansion project of capacity augmentation of the Refinery from present 3(three) MMTPA to 9 (nine) MMTPA.
- 3.2. As part of above-mentioned expansion project, NRL is expanding its refining capacity by installing a parallel train of 6 (six) MMTPA capacity processing Arab Mix crude (AH:AL :: 70:30). The new train comprises of CDU/VDU, MS Block (NHT, CCR, ISOM), Petro FCC, Resid Processing and Treating Unit (Ebullated Bed Unit with integrated VGO Hydrotreater), Diesel Hydrotreater Unit (DHT), FCC Gasoline Desulfurization Unit (FCC GDS), Hydrogen Generation Unit (HGU), Sulfur Recovery Block along with associated utilities and off sites.
- 3.3. NRL envisages to appoint a project developer and operator for installation of Green Hydrogen Generation Unit ("**GHGU**") at Numaligarh in the State of Assam, India, with an installed capacity of [10000] MT per annum on Build, Own, Operate ("**BOO**") basis, to meet the requirement of Gaseous Green Hydrogen ("**GGH**") for the Refinery ("**Project**"), in accordance with the provisions of the Bidding Documents.
- 3.4. As part of the aforesaid requirement for GGH, NRL seeks the participation of a third party participant for the development of GHGU *inter alia* all works related to, or incidental to, or required to be undertaken upon the production site ("**Operator's Production Site**").
- 3.5. In relation to aforesaid, NRL invites bids for selection of the Bidder who shall be or shall incorporate the project developer ("**Operator**") to undertake the installation of GHGU and for supply of GGH in accordance with the provisions of the Bidding Documents on BOO basis through competitive bidding.
- 3.6. NRL has adopted a single stage two part bidding process for selection of the Successful Bidder for award of the Project, pursuant to which separate: (a) techno-commercial/unpriced Bid for fulfilling the Technical Eligibility Criteria and Financial Eligibility Criteria shall be submitted in accordance with this IFB as per the formats set out in the ITB and IFB (**Part-I: Technical Bid**); (b) Schedule of Prices to offer the for the Bid shall be submitted in accordance with Clause 9 of this IFB as per the format set out in ITB (**Part-II: Price Bid**) (collectively referred to as "**Bidding Process**").

### 4. BRIEF SCOPE OF WORK

- 4.1. The brief scope of work of the Operator shall include design, detailed engineering, construction of all civil, structural, mechanical, electrical and instrumentation facilities, testing, Commissioning, operations and maintenance of the GHGU, with an installed capacity of 10000 MTPA including all utilities as required, and supply of the GGH on BOO basis for a period of 25 (twenty five) years, from the First Delivery Date of the Project.
- 4.2. If applicable, Biomass sourcing shall lie on the sole responsibility of the Operator, who shall ensure uninterrupted supply of the CBG/ syngas feed meeting the requirements of final GGH generated as per specification, on continuous uninterrupted supply.
- 4.3. If applicable, the Operator shall be required to source Renewable Energy, for generating GGH from any one or more of the following sources: (a) Operator's own Renewable Energy power plants; (b) third party Renewable Energy power producer(s) or (c) power exchange. Further, the Operator shall arrange to import power to Operator's Production Site and shall be responsible for supply of GGH to NRL in accordance with the provisions of the Bidding Documents.
- 4.4. The Project shall include procurement of land for developing Operator's Production Site which shall be in the scope of the Operator. With respect to the scope of the Project, the Operator shall also

undertake its obligations relating to fulfilment of statutory requirements and other related activities in accordance with the Bidding Documents.

#### **4.5. Letter of Award and Agreement Period**

NRL will award the contract to the Successful Bidder whose bid has been determined to be in full conformity to the Bidding Documents and has been determined as the lowest evaluated Bid.

Prior to the expiration of the Bid Validity Period or the Extended Bid Validity Period (as the case maybe), NRL will notify the Successful Bidder in writing that its Bid has been accepted. The Letter of Award will constitute the formation of the contract. Upon the Successful Bidder's furnishing security deposit in accordance with the Agreement, the Agreement shall be signed between the parties as per Clause 5.7(d) of this IFB.

The Agreement once executed shall become effective from the date of issuance of the Letter of Award.

#### **4.6. Completion schedule of the Project:**

The Operator is required to undertake the construction works related to the Project and Commission the Project in accordance with the timelines set out in the project completion schedule annexed with the Agreement. For the avoidance of doubt, the Commissioning of the Project shall mean the First Delivery Date, in the manner set out in the Agreement.

#### **4.7. Expiry of Agreement:**

Pursuant to the First Delivery Date of the Project, the Operator is required to operate and maintain the Project for a period of 25 (twenty five) years from the First Delivery Date of the Project and on expiry of such period or early termination of the Agreement, in accordance with the provisions of the Bidding Documents.

### **5. GENERAL INFORMATION TO BIDDERS**

5.1. The Bidders should read this IFB, ITB and other Bidding Documents in detail and assess and evaluate its capability for the Project before submission of its Bids.

5.2. The Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i). a constituent of such Bidder is also a constituent of another Bidder; or
- (ii). such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other; or
- (iii). Bidder, its Member or any Associate thereof; or
- (iv). such Bidder has the same legal representative for purposes of submitting its Bid pursuant to the Bidding Process as any other Bidder; or
- (v). such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi). such Bidder, or any Associate thereof has participated as a consultant to NRL in the preparation of

any documents, design or technical specifications of the Project; or

- (vii). a Bidder shall be liable for disqualification if any legal, financial or technical adviser of the NRL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 1 (one) year prior to the date of issue of this IFB. Nor will this disqualification apply where such adviser is engaged after a period of 2 (two) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 5.2, shall include each Member of such Consortium.

- 5.3. Each Bidder is required to provide a Bid Security with its Bid in accordance with the requirements set out in Clause 6(iii) of this IFB. In case of a Consortium, only the Lead Member is required to provide Bid Security in accordance with Clause 6(iii) of this IFB.

- 5.4. All Bidders are expected to examine the Project in further detail, and to carry out such studies and evaluation as may be required to submit Bids for implementation of the Project. The Bidders are also advised to refer to and review the Bidding Documents for the complete understanding of the scope, responsibilities and obligations in respect of the Project, prior to the submission of the Bids.

5.5. **Point of contact in case of Consortium**

In case of a Bid being submitted by a Consortium, the Lead Member of the Consortium shall be the single point of contact for the purposes of the IFB and the Bidding Documents. Any dispute amongst the Members, in case of a Consortium shall not be the responsibility of NRL and no financial or other burden shall pass on to NRL on this account.

5.6. **Bid validity**

- (a) All Bids shall be valid for a period of 6 (six) months from the Bid Due Date ("**Bid Validity Period**"). NRL reserves the right to reject any Bid, which does not meet this requirement.
- (b) Prior to or at the time of expiry of the original Bid Validity Period, NRL may extend the Bid Validity Period for such additional period as NRL may deem fit ("**Extended Bid Validity Period**") and may request Bidders to extend the Bid Security, accordingly.

5.7. **Amendment of IFB and/or the Bidding Documents**

- (a) Any time before the Bid Due Date, NRL may, for any reason, whether on its own initiative or in response to a query or clarification requested by any Bidder, modify or amend the IFB or the Bidding Documents, including, but not limited to, the timelines specified in the IFB. In order to give Bidders reasonable time to take the above amendments into account in preparing their Bids, NRL may, at its sole discretion, extend the Bid Due Date.
- (b) NRL may, at its sole discretion issue suitable clarifications and changes as it deems fit, if any, to the IFB and/or the Bidding Documents, prior to the Bid Due Date.
- (c) The amendment to the IFB, ITB and/or the Bidding Documents shall be uploaded at E-Procurement Portal and shall be binding on each Bidder.
- (d) Upon selection of the Successful Bidder, NRL shall issue the definitive Agreement, as finalized by NRL, after incorporating any change to provide clarity and/or better understanding, to the Successful Bidder. The Operator shall be required to execute the definitive Agreement as finalized by NRL within the timelines set out in the Letter of Award.

- (e) NRL may also on its own motion, if deemed necessary, issue revised IFB, Bidding Documents, addenda, instructions, clarifications and/or interpretations to all Bidders. All documents, addenda, instructions, clarifications and interpretations issued by NRL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by NRL or its advisors, consultants, Operators, officers, employees and/or its agents shall not in any way or manner be binding on NRL.

**5.8. Right to Accept / Reject any or all Bids**

Notwithstanding anything contained in this IFB, NRL reserves the right to inter alia accept or reject any Bid and /or to cancel or withdraw the Bidding Process, reject all Bids, call for fresh Bids or restart the Bidding Process, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.

**5.9. This is an international competitive tender. Provided however, the Bidder needs to comply with the following conditions:**

- (a) (i) where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or (ii) if at any subsequent stage after the date of the Bid, there is an acquisition of 15% or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member then the Bid of such Bidder or in the event described in sub-clause (b) above, the continued eligibility of the Bidder shall be subject to approval of NRL from national security and public interest perspective. The decision of NRL in this behalf shall be final and conclusive and binding on the Bidder.

Explanation: The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, NRL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any amendment/modification thereof, as in force on the date of such acquisition.

- (b) The Bidder shall promptly inform NRL of any proposed change in the shareholding, as above. For the avoidance of doubt, it is clarified that there shall be no direct or indirect change in shareholding of the bidder from the date of submission of the bid until the date of award. Thereafter any direct or indirect change in shareholding shall be as per the Bidding Documents.
- (c) The Bidder shall be required to submit a declaration that its beneficial ownership does not vest with a citizen or resident of a country which shares land border with India. In the event the any beneficial interest of the Bidder is held by a citizen or resident of country which shares a land border with India, such Bidder will be required to comply with applicable laws and procurement guidelines of the Government of India.
- (d) In case of a foreign company, it shall comply with all the laws and provisions related to Foreign Direct Investment (FDI) in India.

**5.10. In the event, it is determined during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the Eligibility Criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the Letter of Award or entering into of the Agreement, and if the Bidder has already been issued the Letter of Award or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the Bidding Documents, be**

liable to be terminated, by a communication in writing by NRL to the Bidder, without NRL being liable in any manner whatsoever to the Bidder/ Operator and without prejudice to any other right or remedy which NRL may have under this IFB, the Bidding Documents, the Agreement or under applicable law. Additionally in above cases, NRL reserves the right to blacklist the Bidder as per its internal policies.

- 5.11. NRL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents. Any such verification or lack of such verification by NRL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NRL thereunder.

## 6. SALIENT FEATURES OF BIDDING DOCUMENT AND ELIGIBILITY CRITERIA

| S.NO. | SALIENT FEATURES                                                                                                  | DETAILS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i)    | Bidding Documents and subsequent addendum / corrigendum (if any) and its fee                                      | : The complete bidding documents can be viewed and downloaded from CPP Portal<br>(URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )<br><br>Tender details are also available on NRL's portal <a href="http://nrl.co.in">http://nrl.co.in</a><br><br>Cost of Bidding Document – <b>NIL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| ii)   | Period during which Bidding Documents can be viewed and downloaded as per details provided in sub-point (i) above | : From – 16-08-2024 (hereinafter referred as date on which bid is invited (floated) on E-Procurement Portal to 16:00 Hrs (IST) – 13-09-2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| iii)  | Bid Security                                                                                                      | : ₹ 5 Core (Indian Rupees Five Crore only)<br><br>Bid Security shall be submitted in the form of Bank Guarantee (BG) in favour of Numaligarh Refinery Ltd in accordance with the ITB.<br><br>For the avoidance of doubt, submission of the Bid Security in the form of swift message/cheque/ cash/ NEFT/ demand draft / banker's cheque shall not be acceptable and such Bids would be liable for rejection.<br><br>In case of a Consortium, the Bid Security shall be submitted by the Lead Member on behalf of Members of the Consortium in the currency specified above.<br><br>Bidders who fails to upload the Bid Security in the E-Procurement Portal within the Bid Due Date, their Bid shall be rejected.<br><br>Further, the Bidder who fails to submit the Bid Security in original physical form within 10 (ten) days from the Bid Due Date, their Bid shall be rejected notwithstanding the uploaded copy of such Bid Security in the E-Procurement Portal.<br><br>MSEs and startups are exempted from submission of Bid Security, please refer to detailed provisions set out in ITB in this regard. However, there will be no waiver of Bid Security for public sector undertakings of Central or State governments. |

|       |                                                                     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------|---------------------------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                                                     |   | For further details, please refer to Clause 15 of ITB.                                                                                                                                                                                                                                                                                                                                                                                    |
| iv)   | Bid Size                                                            | : | The Bids shall be designed in terms of aggregated GGH to be procured in 10000 tons per annum (TPA).                                                                                                                                                                                                                                                                                                                                       |
| v)    | Bid Evaluation Criteria                                             | : | For procurement of GGH, the rate per kilogram (kg) of GGH quoted by the Bidder at the Delivery Point (including transportation and storage, as applicable).                                                                                                                                                                                                                                                                               |
| vi)   | Delivery Point                                                      | : | Point on the Refinery boundary closest to the Operator's Production Site where the Operator must deliver GGH to NRL                                                                                                                                                                                                                                                                                                                       |
| vii)  | Pre – Bid Meeting                                                   | : | <p>A Pre-Bid Meeting shall be held on 26-08-2024 at 10:00 Hrs. (IST) at the corporate office of NRL, Guwahati.</p> <p>The prospective bidders may choose to attend the meeting over web link also. The link for pre-bid meeting is given below.</p> <p><a href="#">Please click here to access into the meeting.</a></p> <p>In case the meeting place and time changes, the same shall be informed over in CPP Portal as corrigendum.</p> |
| viii) | Last date of Receipt of Bidder's Queries for Pre-Bid Conference     |   | <p>29-08-2024 at 12:00 Hrs. (IST)</p> <p>Queries shall be submitted to the contact details of the dealing officers mentioned at sl. no. (xiii) below.</p>                                                                                                                                                                                                                                                                                 |
| ix)   | <b>Bid Due Date:</b> Last date and time of submission of Bids/ Mode | : | <p>at 16: 00 Hrs. (IST) on 13-09-2024</p> <p>Online through E-Procurement Portal<br/> <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a></p> <p><b>Bid submitted through any other mode shall not be acceptable.</b></p>                                                                                                                                                                               |
| x)    | Opening of Techno- Commercial Bid                                   | : | <p>at 11:00 Hrs. (IST) on 14-09-2024</p> <p>Bid details can be viewed online on the e-Tender portal where bids are submitted.</p>                                                                                                                                                                                                                                                                                                         |
| xi)   | Opening of Priced Bid                                               | : | Shall be informed later on to the qualified and acceptable bidders.                                                                                                                                                                                                                                                                                                                                                                       |
| xii)  | Reverse Auction (RA) and date of RA                                 | : | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                            |
| xiii) | Contact details of dealing officer                                  | : | <p>Name: Siddhartha Sankar Bordoloi<br/> Designation: DGM (Commercial)<br/> e-mail: <a href="mailto:siddhartha.s.bordoloi@nrl.co.in">siddhartha.s.bordoloi@nrl.co.in</a></p> <p>Name: Debashish Thakur<br/> Designation: SM (TS)<br/> e-mail: <a href="mailto:debashis.thakur@nrl.co.in">debashis.thakur@nrl.co.in</a></p>                                                                                                                |

|             |                                                                                                    |   |                                                                                                                                       |
|-------------|----------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>xiv)</b> | Communication address for submission of Original Bid Security or any other documents, in hard copy | : | DGM (Commercial), Numaligarh Refinery Limited, Pankagrath, PO: Numaligarh Refinery Project, Dist- Golaghat (Assam), India, PIN-785699 |
|-------------|----------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------|

If dates mentioned at **Sl no. vii)** (date of Pre-Bid Meeting) and/or **x)** (date of technical bid opening) in the above table happens to be holiday in the state of Assam, the next working day shall be implied.

- 6.1. In order to perform e-procurement activities and submit Bids pursuant to the IFB, the Bidders are required to enroll/ register themselves at [E-Procurement Portal](#). The Bidders shall follow the instructions for submission of Bids as set out in the ITB.
- 6.2. All amendments/ addendums/ corrigendum, time extension and clarifications, etc. shall be uploaded in the [E-Procurement Portal](#) only and shall not be published in newspapers. The Bidders should regularly visit the above website to keep themselves updated and submit their Bids based on the latest information/ instructions hosted in E- Procurement Portal.
- 6.3. **BIDDER'S QUALIFICATION CRITERIA (BQC):**
  - 6.3.1. The Bidder's competence and capability is proposed to be established by the following parameters:
  - 6.3.2. **Commercial Eligibility Criteria**

**A bidding entity shall fall under the following categories-**

**A. Sole Bidder-**

Individual (Proprietor/ partnership/Limited Company/private limited company/An incorporated joint venture company).

Sole bidder can meet the technical and financial criteria on its own or bidder may use credentials of their parent /holding company/promoters/partners/constituents/affiliates, provided each having minimum 26% stake, in the bidding entity.

The parent/holding company/promoters/partners/constituents/affiliates companies whose PQ criteria is used shall require to submit an undertaking.

**B. Wholly Owned Subsidiary –**

Wholly owned subsidiary of a Foreign or Indian Company on the strength of its parent company.

Such entity can meet the technical and financial criteria on its own or may use credentials of their parent company.

Bidder may use credentials of holding company / promoters / partners / constituents/ affiliates of their parent, provided each having minimum 26% stake, in the parent company of that bidding entity. Further, whose PQ criteria is used may require to submit an undertaking.

**C. Consortium –**

Bids may be submitted by a Consortium (including unincorporated Joint Venture) of maximum three members (One Leader/ Prime Member and two members).

1. Leader/ Prime Member of Consortium (including unincorporated Joint Venture) must meet not less than 48% of the financial qualification criteria.
2. The other members of Consortium (including unincorporated Joint Venture) shall meet not less than 15% Financial criteria

3. Consortium members together including the leader must cumulatively fulfill the financial qualification criteria. Consortium must meet Technical qualification criteria on the strength of its member or through the MOU routes according to PQ Matrix or combination.
  4. Members of consortium (including un-incorporated JV) shall not be entitled to use the experience of their respective parent companies.
  5. The consortium arrangement shall ensure that each member (out of maximum 3) has at least **26% shareholding** in the consortium.
  6. One of the Members of the Consortium (including unincorporated Joint Venture) shall be companies/ firms incorporated and registered in India as per the Companies Act, 2013 or Partnership Act, 1932 or Shop and Establishment act and subsequent amendment of these Acts prevailing in India, as the case may be. The companies shall also comply with all other relevant statutory norms prevailing in India.
  7. Detailed Consortium agreement in the form of Memorandum of Understanding (MOU) clearly indicating the roles and responsibilities of each member of the Consortium (including unincorporated Joint Venture), shall be submitted along with the offer.
  8. Such a MoU shall have to be converted into a JV agreement within 4 months from the date of award of Letter of Acceptance (LoA).
- (a) The Successful Bidder may form an appropriate special purpose vehicle, incorporated under the (Indian) Companies Act 2013 ("**SPV**"), prior to the execution of the Agreement to implement the Project or execute the Project itself. Provided that formation of SPV shall not be mandatory if the bidder is a sole bidder and such sole bidder is a company within the meaning of the Companies Act 2013. Further, provided that if the sole bidder is a foreign company or if the bidder is Consortium, the formation of SPV shall be mandatory. The Consortium shall in addition be required to comply with the following additional requirements:
- (i). the Bid must contain a detailed Consortium agreement in the form of Memorandum of Understanding ("**Consortium Agreement**"), in the form specified at [Annexure I](#), clearly indicating a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and O&M obligations as set out in the Bidding Documents. The Consortium Agreement to be submitted along with the Bid shall, *inter alia* provide for:
    - (A) convey the intent and roles of the Members, with shareholding/ ownership equity commitment(s) in accordance with this IFB, which would enter into the Agreement and subsequently perform all the obligations of the Operator in terms of the Agreements, in case the Agreement to undertake the Project is awarded to the Consortium; and
    - (B) the distribution of such scope and responsibility shall commensurate with the past experience of Members and Lead Member (as applicable) and in accordance with the Eligibility Criteria. For avoidance of doubt, the minimum scope of Lead Member shall include management of the Project and overall responsibility for completion of the Project in accordance with the provisions of the Bidding Documents and the other preferred scope of the Lead Member shall include the following in accordance with the provisions of the Bidder Documents:
      - planning, monitoring, scheduling and reporting;
      - health, safety and environment (HSE) management of the Project;
      - risk management of the Project;
      - technical and construction auditing;
      - quality assurance; and
      - operation and maintenance of the Project;

- (ii). each Member of a Consortium must have a shareholding of not less than 26 (twenty six) percent. Further, the leader of the Consortium must hold maximum shareholding among other members;
- (iii). the Lead Member shall execute a power of attorney, as per the prescribed format at [Annexure III](#), which shall also be signed by all the Members of the Consortium’;
- (iv). no change in the composition of the Consortium shall be permitted post submission of Bid, without the prior approval of NRL in writing;
- (v). any approval for change in the composition of a Consortium shall be at the sole, absolute and unfettered discretion of NRL and must be approved by NRL in writing. NRL may, at its sole discretion, approve any change in the composition of a Consortium *inter alia* only where: (a) the Lead Member continues to be the Lead Member of the Consortium; (b) any substitute for a Member is at least equal, in terms of technical capacity and financial capacity, to the other Member who is sought to be substituted and the modified Consortium shall continue to meet each and every Eligibility Criteria for Bidders; (c) the substitute is not a Bidder or a Lead Member/Member/Associate of any other Bidder; (d) the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally; and (e) modified/reconstituted Consortium submits a revised Consortium Agreement to the satisfaction of NRL;
- (vi). except as provided in this IFB and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior consent of NRL in writing; and
- (vii). the Consortium Agreement shall be valid for the entire duration of the Agreement for a Consortium selected as the Successful Bidder.

**(b) Change in Control**

Change in Control provisions as mentioned in Clause 18 of the GHPA shall be applicable.

**6.3.3. Technical Eligibility Criteria<sup>1</sup>:**

A bidder shall meet the criteria specified in the matrix below to be considered as technically qualified. The Bidder shall enter into one or more memorandums of understanding (MoUs) as indicated in the table below. As part of the bid submission, the Bidder must submit either (i) executed MoUs for the scope of work as mentioned in the matrix below; or (ii) list of proposed MoU partners along with their consent letters indicating their willingness to enter into the MoUs for the scope of work as mentioned in the matrix below within 60 (sixty) days of the execution of the GHPA. It is clarified that a Bidder is permitted to submit its bid with only the consent letter from the proposed MoU partners, as necessary, to meet the technical eligibility criteria. Execution of MoU shall be completed within 60 (sixty) days of the execution of the GHPA, failing which the GHPA shall be automatically terminated as per Clause 3.5 of the GHPA and NRL shall have the right to take action against the Bidder and / or the Operator as deemed fit including the NRL’s right to put Bidder and / or the Operator on suspension / banning list for future business with NRL and encashment of Bid Security or Performance Security, as the case may be:

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<sup>1</sup> Please note that R&D/Pilot scale/Demo plants shall not be considered.

| SL No | Primary Bidder | BOO       | EQ        | RE        | EPC/LSTK  | Biomass   | O&M       | Qualified |
|-------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1     | MNRE-1 (EQ)    | Yes (MoU) |           | Yes (MoU) |           |           |           | Qualified |
| 2     | MNRE-2 (GHP)   |           | Yes (MoU) | Yes (MoU) |           |           | Yes (MoU) | Qualified |
| 3     | EQ             | Yes (MoU) |           | Yes (MoU) | -         |           | -         | Qualified |
|       |                | -         | -         | Yes (MoU) | Yes (MoU) |           | Yes (MoU) | Qualified |
| 4     | RE             | Yes (MoU) | Yes (MoU) | -         | -         |           | -         | Qualified |
|       |                | -         | Yes (MoU) | -         | Yes (MoU) |           | Yes (MoU) | Qualified |
| 5     | EPC/LSTK       | -         | Yes (MoU) | Yes (MoU) | -         |           | Yes (MoU) | Qualified |
|       |                | -         | -         | -         | -         | Yes (MoU) | Yes (MoU) | Qualified |
| 6     | BOO            | -         | Yes (MoU) | Yes (MoU) | -         | -         | -         | Qualified |
|       |                |           |           |           |           | Yes (MoU) |           |           |
| 7     | Biomass        | Yes (MoU) | -         | -         | -         | -         | -         | Qualified |
|       |                | -         | -         | -         | Yes (MoU) | -         | Yes (MoU) | Qualified |
| 8     | PD             | Yes (MoU) | Yes (MoU) | Yes (MoU) | -         | -         |           | Qualified |
|       |                |           | Yes (MoU) | Yes (MoU) | Yes (MoU) |           | Yes (MoU) | Qualified |

### Definitions:

- (i) **MNRE-1 (EQ):** All companies awarded capacity for Electrolyzer manufacturing under Mode-1 (Tranche I & II) of the Strategic Interventions for Green Hydrogen Transition (SIGHT) Program by MNRE.
- (ii) **MNRE-2 (GHP):** All companies awarded capacity for Hydrogen production under Mode-1 (Tranche I & II) of the Strategic Interventions for Green Hydrogen Transition (SIGHT) Program by MNRE.
- (iii) **BOO:** The Bidder should have executed a plant on BOO basis having hydrogen production/generation facilities of capacity in last 15 (fifteen) years ending on last day of the month immediately previous to the month in which Bid Due Date falls (in case of extended bid submission date, original bid submission date shall be considered) and shall have been in satisfactory commercial operation for not less than 1 (one) year on continuous basis. R&D/ pilot scale / Demo plants shall not be considered.
- (iv) **EPC/ LSTK:** The Bidder should have successfully executed and completed EPC (engineering, procurement, construction)/EPCC/LSTK (lumpsum turnkey) contract with single point responsibility, involving "Project Management, Detailed Engineering, Procurement, Construction, Pre commissioning and Commissioning/ Commissioning Assistance" for a new plant having hydrogen facilities in refinery, petrochemical and fertilizer during last 15 (fifteen) years ending on last day of the month immediately previous to the month in which Bid Due Date falls (in case of extended bid submission **date**, original bid submission date shall be considered).
- (v) **EQ:** The Bidder should be a registered electrolyzer manufacturer having experience of manufacturing PEM/ AWE/ SOEC or equivalent commercially available technology. Such manufacturer should have minimum annual electrolyzer manufacturing capacity of 7.5 MW.
- (vi) **RE:** The Bidder should be a Renewable Energy power producer operating a grid connected solar or wind or any other form of Renewable Energy source based power plant for the 1 (one) year on continuous basis during last 10 (ten) years ending on last day of the month immediately previous to the month in which Bid Due Date falls (in case of extended bid submission date, original bid submission date shall be considered). The total installed capacity of Renewable Energy power plant should not be less than 150 MW (AC).
- (vii) **Bio-Mass:** A Registered producer of syngas or CBG using biomass (Agricultural, MSW etc.) for 01 (one) year on continuous basis during last 15 (fifteen) years ending on last day of the month immediately previous to the month in which Bid Due Date falls (in case of extended bid submission date, original bid submission date shall be considered). The total installed capacity of the plant should

not be less than 5 TPD of CBG or syngas.

(viii) **PD:** The Bidder should be a Project Developer having experience of undertaking project in Petroleum, Petrochemical, Fertilizer, and Power sector.

(Clause 6.3.3 (i), (ii), (iii), (iv), (v), (vi) or (vii) shall individually be referred as the "**Qualifying Project**" and collectively, as the "**Qualifying Projects**").

Note:

- (a) For the purposes of the above matrix, if 'RE' had undertaken projects by forming multiple wholly owned subsidiaries (of the parent RE company), in such cases, the work done by these wholly owned subsidiaries shall be counted in the evaluation of technical credentials. This applies to both situations when the RE company is a Bidder or an MOU partner.
- (b) For the purposes of the above, Operation & Maintenance agency should have experience of O&M of plants producing hydrogen or the units where hydrogen is used as a part of the process, such experience should be in the refineries / petrochemical / fertilizer plants for a period of 6 (six) months on continuous basis during last 15 (fifteen) years ending on last day of the month immediately previous to the month in which Bid Due Date falls (in case of extended bid submission date, original bid submission date shall be considered).
- (c) While evaluating the Bids, the Bidder's past experience as a lead member or member of a consortium for a Qualifying Project shall be considered acceptable, provided its scope in such consortium meets the requirement of the Technical Eligibility Criteria.
- (d) In case, the Past Track Record ("**PTR**") of Bidder/ Consortium meets the similar work without indicating the division of scope of work in terms of specific activities and associated value of work and capacity of such work between the Members of the Consortium, but only the division of scope in terms of percentage share is indicated, in such case the completed value shall be arrived at after considering percentage share of each Member, for the purpose of evaluation based on Technical Eligibility Criteria.
- (e) The Bidders shall submit details of the Qualifying Projects for fulfilment of Technical Eligibility Criteria in the formats as set out in the ITB. The Bidders are expected to carefully examine the contents of ITB in relation to such formats and shall ensure that all details towards fulfilment of Technical Eligibility Criteria is submitted in the format as set out in the ITB. Failure to comply with the requirements may result in a Bidder's Bid being declared non-responsive.

#### 6.3.4. Documents towards Technical Eligibility Criteria

Additionally, to fulfill the Technical Eligibility Criteria, the Bidder (in case of a Consortium, any Member whose technical capacity has been reckoned for the purposes of meeting the Technical Eligibility Criteria) shall be required to submit all of the following supporting documents with respect to the Qualifying Project:

- (a) copy of work order(s)/ contract agreement(s)/ contract document(s) mentioning the value and the scope of work for the Qualifying Project.
- (b) mechanical completion certificates issued by owner/ owner's consultant in accordance with the provisions of the contract executed for the Qualifying Project indicating completion date of such contract.
- (c) certificate by owner/owner's consultant indicating stating the operation and maintenance experience of the Bidder with respect to the Qualifying Project. In case of ongoing Qualifying Project, above-mentioned certificate shall provide the period of successful operation and maintenance of such Qualifying Project. In case, Bidder is unable to submit the above-

mentioned documents to substantiate their operations and maintenance experience with respect to any Qualifying Project, NRL/Consultant may visit the site of such Qualifying Project to assess the operation and maintenance experience of such Bidder and NRL/Consultant's decision post such assessment shall be final and binding.

In case the Qualifying Project was undertaken by way of consortium/special purpose vehicle, then the Bidder shall submit the relevant contractual documents such as memorandum of understanding/ agreement of such Qualifying Project clearly establishing its scope and responsibilities of sole bidder/ lead member or Member of Consortium, as applicable with respect to such Qualifying Project.

#### 6.3.5. Financial Eligibility Criteria

The Bidder shall satisfy the following Financial Eligibility Criteria. For fulfilling the Financial Eligibility Criteria, an audited balance sheet and profit and loss account of the Bidder shall be considered acceptable proof.

##### (a) Annual Turnover

The minimum average annual turnover of the Sole Bidder during at least 1 (one) of the immediate 3 (three) preceding financial years should be INR 200 Crore ("**Annual Turnover Criteria**").

In case of consortium bidder, the Annual Turnover Criteria will be considered cumulatively for all members of the Consortium. The Lead Member shall meet not less than 48% of the Annual Turnover Criteria. All other members of the Consortium shall meet not less than 15% of the Annual Turnover Criteria.

##### (b) Net Worth Criteria:

The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the net worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the IFB document. Net-worth shall be calculated in accordance with the Companies Act, 2013.

Net Worth of the Bidder as on the last date of the month immediately preceding the month in which Bid Due Date falls, or 15 (fifteen) days prior to the Bid Due Date, whichever is earlier, should be equal to or greater than ₹ 150 Crore ("**Net Worth Criteria**").

The Net Worth Criteria will be considered cumulatively for all members of the Consortium. The Lead Member shall meet not less than 48% of the Net Worth Criteria. All other members of the Consortium shall meet not less than 15% of the Net Worth Criteria.

##### (c) Liquidity

The Bidder must have sufficient cash flow/ internal accruals/ any bank reference to manage the fund requirements for the Project.

##### Note:

Turnover, net worth, liquidity shall be calculated in accordance with the Companies Act, 2013. Where the Bidder or any Consortium Member is a foreign entity, the statutory auditor of such foreign entity must provide a certificate to confirm the turnover, net worth or liquidity, as required.

#### 6.3.6. Calculation of annual turnover and net worth

- (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) | : |                      |                                   |
| <b>Net Worth (A+B+C-D-E)</b>                                         | : |                      |                                   |

#### (b) Turnover (for the Financial Statement pertaining to post GST regime):

Turnover shall be calculated excluding GST and other Incomes.

**Note:** If the financial statements are prior to implementation of GST, and the Excise Duty is shown extra in the financial statements, the turnover shall be inclusive of excise duty but excluding other income.

**Note:** Financial years/ previous period as above shall be reckoned from the date of issue of Bidding Documents.

- 6.3.7. Sole Bidder can also satisfy the Technical Eligibility Criteria and the Financial Eligibility Criteria by utilizing the credentials of its parent/holding company/promoters/partners/constituents/affiliates (whether such parent/holding company/promoters/partners/constituents/affiliates are Indian entities or foreign entities), provided the parent/holding company/promoters/partners/constituents/affiliates should own at least 26% stake or shareholding, in the Sole Bidder. Further, such parent/holding company/promoters/partners/constituents/affiliates, shall submit an undertaking that they shall not divest or transfer such minimum 26% stake or shareholding in the Sole Bidder.

#### 6.4. DOCUMENTS AND DATA REQUIRED WITH BID

- 6.4.1. The Bidders are required to submit all such past experience(s) (PTR) meeting the Eligibility Criteria along with relevant supporting documents in the first instance itself, along with the Bid to justify that the Bidder meets the Eligibility Criteria. Accordingly, only such past experience(s) shall be considered for qualification of the Bidders, details of which are provided in the Bid by the Bidder

and subsequently, no additional past experience shall be sought from the Bidder during the Bidding Process.

6.4.2. Documents towards Financial Eligibility Criteria:

The Bidders shall submit details of its financial capacity for fulfilment of Financial Eligibility Criteria in the formats as set out in the ITB. The Bidders are expected to carefully examine the contents of ITB in relation to such formats and shall ensure that all details towards fulfilment of Financial Eligibility Criteria is submitted in the format as set out in the ITB. Failure to comply with the requirements may result in a Bidder's Bid being declared non-responsive. Additionally, Bidder shall submit its complete standalone audited financial statement (which includes 'Balance Sheet' and 'Profit and Loss Account' along-with all the schedules, notes referred to therein and the auditor's report) to fulfil the Financial Eligibility Criteria.

Notes towards Financial Eligibility Criteria:

- (a) **Financial Statements of Latest Year:** In case the last financial year's closing date was within [9 (nine) 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 3 (three) previous financial years immediately prior to the last financial year. Except as otherwise state above, it is compulsory for all the Bidders to submit the financial details of the immediately preceding 3 (three) financial years.

For example, in case, Bid due date is up to 31<sup>st</sup> December and financial details of immediately preceding financial year (year ending 31<sup>st</sup> March of the same year) are not available, the financial details of the 3 (three) previous years immediately prior to the last financial year may be submitted.

- 6.4.3. 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 such 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 a foreign country.

6.4.4. Authentication of documents submitted towards fulfilling the Eligibility Criteria:

- (a) It is Bidder's prime responsibility to submit genuine and authentic documents.
- (b) Bidder shall submit documents in support of meeting the Eligibility Criteria, 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);
  - (ii) 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 Format-A of IFB]**, listing out all the documents towards fulfilling the Eligibility Criteria submitted in the Bid along with basic details, duly referenced;
  - (iii) In addition to above, Bidder shall furnish an undertaking in the format enclosed herewith as per Format-B of IFB, from the same authority (authorities) who had signed and authenticated the documents.

- 6.4.5. Requirement of certification/ authentication as stated above shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

- 6.4.6. Bidder shall submit the documents duly authenticated/ certified in original to the concerned person at address mentioned in the Bidding Documents.

However, Bidder shall not be required to submit the original of authenticated documents in physical form where Bidder have uploaded the authenticated copies of documents duly digitally signed, on the E-Procurement Portal.

6.5. Language of Documents:

If the documents submitted towards meeting the Eligibility Criteria 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 foreign Bidder's country, or
- (c) Bidder's embassy in India, or
- (d) any translator in India recognized/ authorized by Bidder's Embassy.

6.6. **Verification of documents submitted by Bidder for meeting the Eligibility Criteria:**

Verification of Eligibility Criteria credentials of the Bidders (past experience) may be taken up with issuing authorities for verification purposes. The verification procedure shall be initiated immediately upon establishing L1 Bidder and Letter of Award shall be issued only after completion of verification.

In case of verification of Eligibility Criteria based on documents submitted by the Bidders could not be established, a team comprising of NRL may visit the issuing authority with respect to the Qualifying Project for direct verification from such issuing authority.

Despite all checks, if the verification could not be established or any fraud takes place, the Bid shall be annulled. Further such Bidder shall not be allowed to participate in the future bidding process and penal actions shall be taken in case of frauds in line with the provisions of Bidding Documents and banning policy of NRL.

Moreover, the Bidder's organization is responsible for any and all actions of their employees and any claims seeking to pin-point the blame on some employee of Bidder and attempting to absolve the Bidder's organization shall not be entertained.

6.7. **Experience of Own Projects**

- 6.7.1. Except as provided in Clause 6.7.3 below, experience of only the Bidder/ Consortium shall be considered.
- 6.7.2. A job executed by a Bidder for its own plant/ projects shall be considered as experience for the purpose of meeting the Technical Eligibility Criteria under this IFB subject to submission of statutory approvals in support of the capacity of such plant/ projects owned by the Bidder. In the event, such statutory approvals are not available with the Bidder, the Bidder may submit any other certificate or document by the competent authority/ statutory auditor in support of the capacity of such plant/ projects owned by the Bidder including permission granted by the competent authority for setting up such plant/ project.
- 6.7.3. In case referred Project falls under "No Tax Area" (like SEZ), the Bidder can submit certificate from its statutory auditor to this effect in place of tax paid invoice. Alternative, the Bidders may submit such certificate from a chartered accountant (mentioning its unique identification (UID) number) in

case audited accounts are not mandatory as per Applicable Law for the latest financial year, provided that such chartered accountant shall not be an employee/ director and not having any interest in the Bidder.

- 6.8. For the purpose of evaluation of Bids under the Bidding Documents, no sub-contracting experience of Bidder or its/ Consortium Member shall be considered.

## **7. FINANCIAL ELIGIBILITY CRITERIA**

- 7.1. In case, audited financial statement submitted by the Bidder towards qualification of Financial Eligibility Criteria is other than in Indian currency/specified foreign currency, the value of Bidder's financials shall be derived to Indian currency/specified foreign currency by considering the currency conversion factor specified in the audited financial statement for the respective Financial Year if shown in the Financial statement. Otherwise, the Bill Selling (foreign exchange) Rate of State Bank of India on the end date of Financial Year, specified in the Financial statement, shall be considered.
- 7.2. In case, the SBI Bill Selling rate is not available as on the date of conversion as specified above, the currency conversion rate shall be taken from the Internet, such as:

<https://www.xe.com/currencyconverter>,  
<https://www.oanda.com/currency/converter>,  
<https://economictimes.indiatimes.com/markets/forex/currency-converter>

## **8. Bid Evaluation Criteria:**

The comparison of Bids shall be based on the GGH rate quoted by the Bidder. The bidder with the lowest GGH rate/kg shall be identified as L1 and will be selected as successful bidder for awarding the contract.

## **9. GUIDELINES FOR SUBMISSION OF SCHEDULE OF PRICES**

Bidder shall submit the price schedule of the GGH as per the format as mentioned below

| SL .No. | Item Description                                                                             | Units (Rs./kg),<br>Excluding GST | GST Tax<br>% | Units (Rs./kg),<br>Including GST |
|---------|----------------------------------------------------------------------------------------------|----------------------------------|--------------|----------------------------------|
| 1       | Price of GGH as specified in schedule C of GHPA to be supplied to NRL at the Delivery Point. |                                  |              |                                  |

It is expected that the quoted price of GGH in the above price schedule is quoted based on estimated levelized cost of hydrogen (LCOH). Bidder shall provide details of calculation of LCOH along with various input like capex, opex, rate of RE power, discounting rate, etc. Also, it is desired that the bidder shall consider the incentives available to it from government (if any) while arriving at the quoted price.

The price of GGH during the tenure of commercial operations i.e. 25 years shall be subject to de-escalation in power purchase of successful bidder. The modalities for the same shall be mutually decided during finalization of GHPA.

## **10. GENERAL**

- 10.1. NRL reserves the right to evaluate the Bids using in-house information.
- 10.2. No Insolvency Event has occurred in relation to the Bidder as on the Bid Due Date.
- 10.3. The Bidders who are on Holiday/ Negative list of NRL on the due date of submission of Bid/ during the process of evaluation of the Bids, the offers of such Bidders shall not be considered for Bid opening/Evaluation/Award.
- 10.4. The Bidders who are on holiday list of MNRE/ MoPNG / any other public sector undertakings (PSU) are not eligible to submit Bids. The Bidder shall inform the status of their being on black listing / holiday listing while submitting the Bids. Any wrong declaration in respect of black/ holiday listing shall render the

vendor liable for action including blacklisting under the holiday listing policy of NRL.

- 10.5. NRL shall not be responsible or liable for cost incurred in preparation, submission and 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.
- 10.6. The provisions of Clauses 10.3, 10.4 and 10.5 shall also be applicable to all the Members of the Consortium.
- 10.7. 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 NRL and their Bid Security, if any, shall be encashed.
- 10.8. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 10.9. NRL 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.
- 10.10. Unsolicited clarifications to the offer and/ or change in the prices during the validity period would render the bid liable for rejection.
- 10.11. For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 10.12. Bidder shall comply with the provisions as per **Annexure II** towards "PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA".
- 10.13. For terms and conditions and other details/specifications, refer complete Bidding document and subsequent amendment(s), if any.
- 10.14. Clarification, if any, can be obtained from **DGM (Commercial)**, NRL through following numbers / email addresses:

Email: [siddhartha.s.bordoloi@nrl.co.in](mailto:siddhartha.s.bordoloi@nrl.co.in)

## **11. MISCELLANEOUS**

- 11.1. 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.
- 11.2. NRL, 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) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (e) retain any information and/ or evidence submitted to NRL by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (f) 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.

For and on behalf of  
**Numaligarh Refinery Ltd**

**DGM (Commercial)**

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

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. and 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 NRL 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)**

**(COMPANY SEAL)**

**NAME: \_\_\_\_\_**

# UNDERTAKING

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

I, \_\_\_\_\_ (insert name of the 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> of the Company <insert name of the Company > having its registered office at \_\_\_\_\_ <insert complete address>, certify that all the details including documents pertaining to fulfilment of Eligibility Criteria under this IFB signed by the undersigned against the Bidding Documents \_\_\_\_\_, <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 NRL, which entitle the NRL 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 NRL has every right to take action against me and my company, as deemed fit as per law and provisions of the Bidding Documents and NRL's right to put our company on suspension / banning list for future business with NRL.

Specimen Signature of authorized representative

Signature  
Name and Designation  
Date:

## FORMAT FOR CONSORTIUM AGREEMENT

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)*

THIS agreement ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_

### Amongst

1. M/s [insert name of Lead Member] \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member 1**", which expression shall include its successors, executors and permitted assigns);
2. M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member 2**", which expression shall include its successors, executors and permitted assigns),
3. M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member 3**", which expression shall include its successors, executors and permitted assigns),

(Member 1, Member 2 and Member 3 are individually referred to as the "**Member**" and collectively referred to as the "**Members**" in this Agreement.)

### WHEREAS

- A. NRL operates a [•] (in words) MMTPA refinery at Numaligarh in the district of Golaghat, Assam since the year 2000 ("Refinery"). NRL envisages to appoint a project developer and operator for installation of Green Hydrogen Generation Unit ("GHGU") at [•] in the State of Assam, India, with an installed capacity of [•] MT per annum on Build, Own, Operate ("BOO") basis, to meet the requirement of Gaseous Green Hydrogen ("GGH") for the Refinery ("Project"), in accordance with the provisions of the Bidding Documents.
- B. NRL had invited bids by the Invitation for Bids (**IFB**) dated \_\_\_\_\_
- C. The Members are interested in jointly bidding for the Project (as defined in the IFB) as members of a Consortium (as defined hereinafter) in accordance with the terms and conditions of the IFB and other bid documents in respect of the Project; and
- D. It is a necessary condition under the IFB that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bids (as defined in the IFB).

### NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. In this Agreement, the capitalised terms shall, unless the context otherwise requires or specifically defined

herein, have the meaning ascribed thereto under the IFB.

2. The Members do hereby irrevocably constitute a consortium ("**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.
3. The Parties hereby undertake to participate in the Bidding Process with respect to the Project only through this Consortium and not individually and/or through any other consortium, either directly or indirectly or through any of their Associate.
4. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member 1 (\_\_\_\_\_), shall act as the Lead Member as defined in the IFB for self and agent for and on behalf of Member 2, \_\_\_\_\_ [and Member 3, \_\_\_\_\_].
5. The Lead Member is hereby authorised by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf. All correspondence by NRL shall only be with the Lead Member. The Lead Member of the Consortium shall be authorised to incur liabilities and receive instructions for and on behalf of all Members of the Consortium.
6. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Members i.e. for both its own liability as well as the liability of other Members.
7. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity as well as other financing if committed to be met internally obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations as provided in Appendix 1 to this Agreement (Responsibility Matrix) without in any way limiting the scope of collective liability envisaged in this Agreement. Failure to honor the commitment as per the Responsibility Matrix, shall attract actions including holiday listing of Consortium, Lead Member and the other Members.
8. The Members hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate special purpose vehicle ("**SPV**") under the Companies Act, 2013 for entering into the Agreements with NRL and for performing all its obligations as the Operator in terms of the Agreements. The Members further agree to be a confirming party to the Agreement to ensure successful performance of the Operator's obligations in accordance with the Bidding Documents.
9. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the SPV is/shall be in the following proportion in accordance with the Bidding Documents:

| Name     | Percentage |
|----------|------------|
| Member 1 | ...        |
| Member 2 | ...        |
| Member 3 | ....       |
| Total    | 100%       |

We acknowledge that, Lead Member of the Consortium have majority shareholding of the paid up and subscribed equity of the SPV and shall further commit that no Members shall in aggregate hold equity share capital less than 26% of the subscribed and paid up equity capital of the SPV as declared in this Agreement or under an existing agreement to form a Consortium. We further acknowledge that, no change in shareholding shall be permitted for a minimum period of 3 (three) years from the COD of the Project, in accordance with the provisions of the Bidding Documents ("**Lock-in Period**").

10. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with

Lenders or through internal accruals and mobilising debt resources for the Project, and ensuring that the Consortium achieves Financial Closure in terms of the Agreements.

11. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.
12. The Members do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Documents, until the expiry of the Lock-In Period.
13. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
14. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
15. In the event of the Lead Member runs into any financial problem and/ or otherwise fails to comply with any of Lead Member's obligations under the Consortium Agreement at any time, other Members shall fully undertake total responsibility to provide all necessary financial resources for the Project and shall comply with all the obligations of the Lead Member under the Agreement, in addition to its own obligations, for completing the Project in time, without prejudice to the joint and several responsibilities of the Member and the Lead Member.
16. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Golaghat, Assam alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
17. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the security deposit in favor of NRL in terms of the Bidding Documents.
18. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to IFB.
19. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreements except with prior written consent of NRL.
20. This Agreement
  - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of NRL
  - d) All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the IFB.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed this present on the Day, Month and Year first mentioned above.

For .....[Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated....)

Witness:

1) Signature.....

Name

Address

2) Signature.....

Name

Address

For .....[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated....)

Witness:

2) Signature.....

Name

Address

2) Signature.....

Name

Address

For ..... [Member 3]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated....)

Witness:

3) Signature.....

Name

Address

2) Signature.....

Name

Address

Signature and stamp of Notary of the place of execution

**Note:**

- (a) The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (b) Each Consortium Agreement should attach a copy of the extract of the charter documents and

documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of the Consortium.

- (c) For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX I TO CONSORTIUM AGREEMENT

### RESPONSIBILITY MATRIX

(SCOPE DIVISION BETWEEN LEAD MEMBER AND MEMBER OF A CONSORTIUM)

| S NO. | Activity Description | Lead Member | Member |
|-------|----------------------|-------------|--------|
| 1.    |                      | √           | --     |
| 2.    |                      |             |        |
| 3.    |                      |             |        |
| 4.    |                      |             |        |
| 5.    |                      |             |        |
| 6.    |                      |             |        |
| 7.    |                      |             |        |
| 8.    |                      |             |        |
| a)    |                      |             |        |
| b)    |                      |             |        |
| c)    |                      |             |        |
| d)    |                      |             |        |
| e)    |                      |             |        |
| f)    |                      |             |        |
| g)    |                      |             |        |
| h)    |                      |             |        |

**PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23 July 2020, Order (Public Procurement No. 2) dated 23 July 2020 and Order (Public Procurement No. 3) dated 24 July 2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder 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. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23 July 2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
  - (i) An entity incorporated, established or registered in such a country; or
  - (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
  - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - (iv) An entity whose beneficial owner is situated in such a country; or
  - (v) An Indian (or other) agent of such an entity; or
  - (vi) A natural person who is a citizen of such a country; or
  - (vii) A consortium where any member of the consortium falls under any of the above.
5. "**Beneficial owner**" for the purpose of above (4) will be as under:
  - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- 7. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as [Appendix IIA](#). If such certificate given by a bidder whose bid is accepted is found to be false, the Bid shall be rejected and shall be liable for other actions like placement on suspension / banning or encashment of Bid Security. However, if this is found after order placement, this would be a ground for immediate termination and further legal actions in accordance with Law / Provisions of Bidding Document including suspension / banning and encashment of Bid Security.
- 8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the Bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- 9. The Successful Bidder shall not be allowed to sub-contract works to any Operator from a country which shares a land border with India unless such Operator is registered with the Competent Authority. The definition of "Operator from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at [Appendix IIB](#).

**UNDERTAKING ON LETTERHEAD**

To,

M/s NUMALIGARH REFINERY LTD

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s\_\_\_\_\_ (***Name of Bidder***) is:

(i) Not from such a country [       ]

(ii) If from such a country, has been registered [       ]  
with the Competent Authority.

(Evidence of valid registration by the  
Competent Authority shall be attached)

***(Bidder is to tick appropriate option ( ☒ or ☐ ) above).***

We hereby certify that bidder M/s\_\_\_\_\_ (***Name of Bidder***) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING**

To,

M/s NRL

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Operators from such countries; we certify that, bidder M/s \_\_\_\_\_ **(Name of Bidder)** is:

- (i) not from such a country [       ]
- (ii) if from such a country, has been registered [       ]  
with the Competent Authority.  
(Evidence of valid registration by the Competent  
Authority shall be attached)

***(Bidder is to tick appropriate option ( ☒ or ☐ ) above).***

We further certify that bidder M/s \_\_\_\_\_ **(Name of Bidder)** will not sub-contract any work to an Operator from such countries unless such Operator is registered with the Competent Authority.

We hereby certify that bidder M/s \_\_\_\_\_ **(Name of Bidder)** fulfills all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

**FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM****(Note: To be provided by each of the other members of the Consortium in favor of the Lead Member)****POWER OF ATTORNEY***(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)*

KNOW ALL MEN BY THESE PRESENTS THAT ..... [Name of the Consortium member company] having its registered office at ..... , ..... and ..... [Name of the Consortium member company] having its registered office at ..... , [Insert names and registered offices of all Members of the Consortium] the Members of Consortium have formed a Consortium named ..... (insert name of the Consortium **if finalized**) (hereinafter called the '**Consortium**') vide Consortium Agreement dated..... (copy enclosed) and having agreed to appoint ..... [Name and Address of the Lead Member] as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... , a company incorporated under the laws of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as **Lead Member**) to exercise all or any of the powers for and on our behalf and on behalf of the Consortium in regard to submission of our Bid in response to Invitation for Bids ("**IFB**") dated [insert date] and other bidding documents thereto issued by Numaligarh Refinery Limited ("**NRL**"). We also authorize the said Lead Member to undertake the following acts:

- (i) to submit Bid on behalf of Members of the Consortium to submit Bid in response to IFB.
- (ii) participate in bidders' and other conferences.
- (iii) accept the letter of award if issued by NRL.
- (iv) sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium.
- (v) to do any other acts or submit any information and documents related to the above Bid as per the requirement of the IFB and other bidding documents issued by NRL thereto.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Consortium achieves execution of Agreement.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member does on behalf of the Members of the Consortium pursuant to this Power of Attorney and the same shall be binding on us and deemed to have been done by us.

IN WITNESS WHEREOF .....[Name of member Consortium Company], as the Member of the Consortium have executed these presents on this..... day of ..... under the Common Seal of our company.

For and on behalf of the Consortium Member  
M/s.....

(Signature of the person authorized by the board)

(Name  
Designation  
Place  
Date)

Accepted

(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature and stamp of Notary of the place of execution)

Place: .....

Date: .....

Note:

- (i) Lead Member in the Consortium shall hold majority shareholding of the paid up and subscribed equity of the Operator in accordance with Clause 6.3.2(b)(ii) of the IFB;
- (ii) Power of Attorney shall be supported by certified true copy of the board resolution from respective Members of the Consortium.
- (iii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (iv) Also, wherever required, the Members of the Consortium should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Members of the Consortium.
- (v) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Members of the Consortium from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**GREEN HYDROGEN PURCHASE AGREEMENT**

[Annexed Separately]

**INSTRUCTION TO BIDDERS (ITB)**

[Annexed Separately]

**Definition of Green Hydrogen****No. 353/35/2022-NT  
Ministry of New and Renewable Energy  
National Green Hydrogen Mission**

Atal Akshay Urja Bhawan, Lodhi Road  
New Delhi 110003

18 August 2023

**OFFICE MEMORANDUM**

**Subject:** Green Hydrogen Standard for India.

The Government of India has approved the National Green Hydrogen Mission. For the purpose of the mission and its ensuing policies and programmes, following are specified:

- (1) "Green Hydrogen"** shall mean Hydrogen produced using renewable energy, including, but not limited to, production through electrolysis or conversion of biomass. Renewable energy also includes such electricity generated from renewable sources which is stored in an energy storage system or banked with the grid in accordance with applicable regulations.

**Whereas, for Green Hydrogen produced through electrolysis:-**

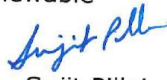
The non-biogenic greenhouse gas emissions arising from water treatment, electrolysis, gas purification and drying and compression of hydrogen shall not be greater than 2 kilogram of carbon dioxide equivalent per kilogram of Hydrogen (kg CO<sub>2</sub> eq/kg Hydrogen), taken as an average over last 12-month period.

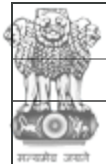
**Whereas, for Green Hydrogen produced through conversion of biomass:-**

The non-biogenic greenhouse gas emissions arising from biomass processing, heat/steam generation, conversion of biomass to hydrogen, gas purification and drying and compression of hydrogen shall not be greater than 2 kilogram of carbon dioxide equivalent per kilogram of Hydrogen (kg CO<sub>2</sub> eq/kg Hydrogen) taken as an average over last 12-month period.

- (2)** A detailed methodology for measurement, reporting, monitoring, onsite verification, and certification of green hydrogen and its derivatives shall be specified by the Ministry of New and Renewable Energy.
- (3)** Bureau of Energy Efficiency shall be the Nodal Authority for accreditation of agencies for the monitoring, verification and certification for Green Hydrogen production projects.

This issues with the approval of the Hon'ble Minister of New and Renewable Energy and Power.

  
Sujit Pillai  
Scientist 'F'

|                                                                                   |                                       |                                                                                           |                                  |                        |                      |                                                         |     |
|-----------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------|------------------------|----------------------|---------------------------------------------------------|-----|
|  | <b>Government eProcurement System</b> | <b>eProcurement System Government of India</b>                                            |                                  |                        |                      |                                                         |     |
|                                                                                   |                                       | <b>Tender Details</b>                                                                     |                                  |                        |                      |                                                         |     |
|                                                                                   |                                       | Date : 16-Aug-2024 04:19 PM                                                               |                                  |                        |                      |                                                         |     |
|                                                                                   |                                       |  Print |                                  |                        |                      |                                                         |     |
| <b>Basic Details</b>                                                              |                                       |                                                                                           |                                  |                        |                      |                                                         |     |
| <b>Organisation Chain</b>                                                         | Numaligarh Refinery Limited           |                                                                                           |                                  |                        |                      |                                                         |     |
| <b>Tender Reference Number</b>                                                    | OC08000104/SSB                        |                                                                                           |                                  |                        |                      |                                                         |     |
| <b>Tender ID</b>                                                                  | 2024_NRL_821611_1                     | <b>Withdrawal Allowed</b>                                                                 | Yes                              |                        |                      |                                                         |     |
| <b>Tender Type</b>                                                                | Global Tenders                        | <b>Form of contract</b>                                                                   | Supply                           |                        |                      |                                                         |     |
| <b>Tender Category</b>                                                            | Goods                                 | <b>No. of Covers</b>                                                                      | 2                                |                        |                      |                                                         |     |
| <b>General Technical Evaluation Allowed</b>                                       | No                                    | <b>ItemWise Technical Evaluation Allowed</b>                                              | No                               |                        |                      |                                                         |     |
| <b>Payment Mode</b>                                                               | Offline                               | <b>Is Multi Currency Allowed For BOQ</b>                                                  | No                               |                        |                      |                                                         |     |
| <b>Is Multi Currency Allowed For Fee</b>                                          | No                                    | <b>Allow Two Stage Bidding</b>                                                            | No                               |                        |                      |                                                         |     |
| <b>Payment Instruments</b>                                                        |                                       | <b>Cover Details, No. Of Covers - 2</b>                                                   |                                  |                        |                      |                                                         |     |
| <b>Offline</b>                                                                    | <b>S.No</b>                           | <b>Instrument Type</b>                                                                    | <b>Cover No</b>                  | <b>Cover</b>           | <b>Document Type</b> | <b>Description</b>                                      |     |
|                                                                                   | 1                                     | Bank Guarantee                                                                            | 1                                | Fee/PreQual/Technical  | .pdf                 | Scanned copy of Bid Security/ EMD Exemption certificate |     |
|                                                                                   |                                       |                                                                                           |                                  |                        | .pdf                 | Scanned copy of Tender Document with sealed and signed  |     |
|                                                                                   |                                       |                                                                                           |                                  |                        | .pdf                 | Technical documents as per tender                       |     |
|                                                                                   |                                       |                                                                                           |                                  |                        | .pdf                 | Supporting Documents as per tender                      |     |
|                                                                                   |                                       |                                                                                           | 2                                | Finance                | .xls                 | Priced Bid BOQ                                          |     |
| <b>Other Important Documents</b>                                                  |                                       |                                                                                           |                                  |                        |                      |                                                         |     |
| <b>S.No</b>                                                                       | <b>Category</b>                       | <b>Sub Category</b>                                                                       | <b>Sub Category Description</b>  | <b>Format/File</b>     |                      |                                                         |     |
| 1                                                                                 | Certificate Details                   | Permanent Account Number                                                                  | Permanent Account Number Details |                        |                      |                                                         |     |
| <b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>                              |                                       |                                                                                           |                                  | <b>EMD Fee Details</b> |                      |                                                         |     |
| <b>Tender Fee in ₹</b>                                                            | 0.00                                  |                                                                                           |                                  | <b>EMD Amount in ₹</b> | 5,00,00,000          | <b>EMD Exemption Allowed</b>                            | Yes |
| <b>Fee Payable To</b>                                                             | Nil                                   | <b>Fee Payable At</b>                                                                     | Nil                              | <b>EMD Fee Type</b>    | fixed                | <b>EMD Percentage</b>                                   | NA  |
|                                                                                   | No                                    |                                                                                           |                                  | <b>EMD Payable To</b>  |                      | <b>EMD Payable At</b>                                   |     |

|                                     |  |  |                             |                      |
|-------------------------------------|--|--|-----------------------------|----------------------|
| <b>Tender Fee Exemption Allowed</b> |  |  | Numaligarh Refinery Limited | Online, refer Tender |
|-------------------------------------|--|--|-----------------------------|----------------------|

[Click to view modification history](#)

| <b>Work /Item(s)</b>                        |                                                                                                                                                                                                                                     |                                  |                      |                              |                                |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------|------------------------------|--------------------------------|
| <b>Title</b>                                | SELECTION OF BIDDER ON INTERNATIONAL COMPETITIVE BIDDING BASIS FOR INSTALLATION OF GREEN HYDROGEN GENERATION UNIT (GHGU) ON BOO BASIS, AND GGH TO THE REFINERY AT NUMALIGHARH, PURSUANT TO GREEN HYDROGEN PURCHASE AGREEMENT (GHPA) |                                  |                      |                              |                                |
| <b>Work Description</b>                     | SELECTION OF BIDDER ON INTERNATIONAL COMPETITIVE BIDDING BASIS FOR INSTALLATION OF GREEN HYDROGEN GENERATION UNIT (GHGU) ON BOO BASIS, AND GGH TO THE REFINERY AT NUMALIGHARH, PURSUANT TO GREEN HYDROGEN PURCHASE AGREEMENT (GHPA) |                                  |                      |                              |                                |
| <b>Pre Qualification Details</b>            | Please refer Tender documents.                                                                                                                                                                                                      |                                  |                      |                              |                                |
| <b>Independent External Monitor/Remarks</b> | Refer IP                                                                                                                                                                                                                            |                                  |                      |                              |                                |
| <b>Show Tender Value in Public Domain</b>   | No                                                                                                                                                                                                                                  |                                  |                      |                              |                                |
| <b>Tender Value in ₹</b>                    | 0.00                                                                                                                                                                                                                                | <b>Product Category</b>          | Miscellaneous Goods  | <b>Sub category</b>          | NA                             |
| <b>Contract Type</b>                        | Tender                                                                                                                                                                                                                              | <b>Bid Validity(Days)</b>        | 180                  | <b>Period Of Work(Days)</b>  | 9125                           |
| <b>Location</b>                             | Numaligarh Refinery Limited                                                                                                                                                                                                         | <b>Pincode</b>                   | 785699               | <b>Pre Bid Meeting Place</b> | NRL Corporate Office, Guwahati |
| <b>Pre Bid Meeting Address</b>              | NRL Corporate Office, Ghy.-781005                                                                                                                                                                                                   | <b>Pre Bid Meeting Date</b>      | 26-Aug-2024 10:00 AM | <b>Bid Opening Place</b>     | Numaligarh Refinery Limited    |
| <b>Should Allow NDA Tender</b>              | No                                                                                                                                                                                                                                  | <b>Allow Preferential Bidder</b> | No                   |                              |                                |

| <b>Critical Dates</b>                      |                      |                                          |                      |
|--------------------------------------------|----------------------|------------------------------------------|----------------------|
| <b>Publish Date</b>                        | 16-Aug-2024 04:30 PM | <b>Bid Opening Date</b>                  | 14-Sep-2024 11:00 AM |
| <b>Document Download / Sale Start Date</b> | 16-Aug-2024 04:30 PM | <b>Document Download / Sale End Date</b> | 13-Sep-2024 04:00 PM |
| <b>Clarification Start Date</b>            | NA                   | <b>Clarification End Date</b>            | NA                   |
| <b>Bid Submission Start Date</b>           | 29-Aug-2024 04:19 PM | <b>Bid Submission End Date</b>           | 13-Sep-2024 04:00 PM |

| <b>Tender Documents</b>    |             |                      |                      |                              |
|----------------------------|-------------|----------------------|----------------------|------------------------------|
| <b>NIT Document</b>        | <b>S.No</b> | <b>Document Name</b> | <b>Description</b>   | <b>Document Size (in KB)</b> |
|                            | 1           | Tendernotice_1.pdf   | NIT                  | 1077.12                      |
| <b>Work Item Documents</b> | <b>S.No</b> | <b>Document Type</b> | <b>Document Name</b> | <b>Document Size (in KB)</b> |
|                            | 1           | Tender Documents     | Tender.rar           | 10224.68                     |
|                            | 2           | BOQ                  | BOQ_863450.xls       | 254.50                       |

| <b>Auto Extension Corrigendum Properties for Tender</b> |                                                      |                                            |
|---------------------------------------------------------|------------------------------------------------------|--------------------------------------------|
| <b>Iteration</b>                                        | <b>No. of bids required for bid opening a tender</b> | <b>Tender gets extended to No. of days</b> |
| 1.                                                      | 3                                                    | 7                                          |

| <b>Bid Openers List</b> |                            |                        |                         |
|-------------------------|----------------------------|------------------------|-------------------------|
| <b>S.No</b>             | <b>Bid Opener Login Id</b> | <b>Bid Opener Name</b> | <b>Certificate Name</b> |

|    |                                 |                     |                            |
|----|---------------------------------|---------------------|----------------------------|
| 1. | monalisha.dutta@nrl.co.in       | Monalisha Dutta     | MONALISHA DUTTA            |
| 2. | samiran.gogoi@nrl.co.in         | Samiran Gogoi       | SAMIRAN GOGOI              |
| 3. | siddhartha.s.bordoloi@nrl.co.in | Siddhartha Bordoloi | SIDDHARTHA SANKAR BORDOLOI |
| 4. | basanta.hazarika@nrl.co.in      | Basanta Hazarika    | BASANTA HAZARIKA           |

**GeMARPTS Details**

|                                                   |                              |
|---------------------------------------------------|------------------------------|
| <b>Reason for non availability of GeMARPTS ID</b> | Urgent nature of Procurement |
| <b>Remarks</b>                                    | Refer approval               |
| <b>Document Name</b>                              | approval.pdf                 |
| <b>Document Size (in KB)</b>                      | 637.83                       |

**Tender Properties**

|                                        |        |                                                       |                       |
|----------------------------------------|--------|-------------------------------------------------------|-----------------------|
| <b>Auto Tendering Process allowed</b>  | No     | <b>Show Technical bid status</b>                      | Yes                   |
| <b>Show Finance bid status</b>         | Yes    | <b>Stage to disclose Bid Details in Public Domain</b> | Technical Bid Opening |
| <b>BoQ Comparative Chart model</b>     | Normal | <b>BoQ Comparative chart decimal places</b>           | 2                     |
| <b>BoQ Comparative Chart Rank Type</b> | L      | <b>Form Based BoQ</b>                                 | No                    |

**TIA Undertaking**

| S.No | Undertaking to Order               | Tender complying with Order | Reason for non compliance of Order |
|------|------------------------------------|-----------------------------|------------------------------------|
| 1    | <a href="#">PPP-MII Order 2017</a> | Agree                       |                                    |
| 2    | <a href="#">MSEs Order 2012</a>    | Agree                       |                                    |

**Tender Inviting Authority**

|                |                             |
|----------------|-----------------------------|
| <b>Name</b>    | S.S. Bordoloi 9434077437    |
| <b>Address</b> | Numaligarh Refinery Limited |

**Tender Creator Details**

|                     |                      |
|---------------------|----------------------|
| <b>Created By</b>   | Basanta Hazarika     |
| <b>Designation</b>  | CM, Commercial       |
| <b>Created Date</b> | 16-Aug-2024 03:47 PM |