



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



NOTICE INVITING TENDER

Bidding Document No : TPIL/CONS/NRL/200663C/002

Name of Work: BORED CAST-IN SITU PILING AND GROUND
IMPROVEMENT WORKS FOR RPTU UNIT FOR NREP AT NUMALIGARH
REFINERY LTD.

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SALIENT DETAILS OF THE TENDER NOTICE

Two parts Online bid (E-tender) offers are requested from competent bidders against the tender having salient features as mentioned below :

Name of Work:	Bored Cast-in Situ Piling and Ground Improvement Works for RTPU Unit for NREP at Numaligarh Refinery Limited
Tender No.	TPIL/CONS/NRL/200663C/002
Type of Bid	Open Tender – Domestic Competitive Bidding under Two Bid System
Location of Work/Site	Numaligarh Refinery Ltd. (NRL), Golaghat, Assam, India, Pin Code : 785699
Bidding Document & subsequent addendum / Corrigendum (if any) available on Website for viewing & downloading	The complete document is available on CPP Portal. (https://eprocure.gov.in/)
Tender Publish Date / Download start Date	25.09.2021 at 17.00 Hrs
Bid Submission start Date & Time	13.10.2021 at 11.00 Hrs
Last date of Receipt of Bidder's Queries for Pre-Bid Conference	NOT APPLICABLE
Pre-Bid Conference (Date & Time)	NOT APPLICABLE
Last date of on line EMD submission:	NOT APPLICABLE
Tender document download end Date & time / Bid Submission end Date & Time	18.10.2021 at 14.00 Hrs
Bid opening date & time (Technical Bid)*	19.10.2021 at 14.00 Hrs
Contact Person for any Query/ Clarification	1) Mr. Saurav Tyagi, Dy. Manager, Subcontract Email : saurav.tyagi@technipenergies.com 2) Mr. Vinod Kumar, Chief Manager, Subcontract Email : vinod.kumar1@technipenergies.com
Online Opening of Priced Bids of Techno-Commercially Accepted Bidders	Date & Time shall be intimated later on to techno-commercially acceptable & qualified bidders
Earnest Money Deposit (EMD)	NOT APPLICABLE

Note :

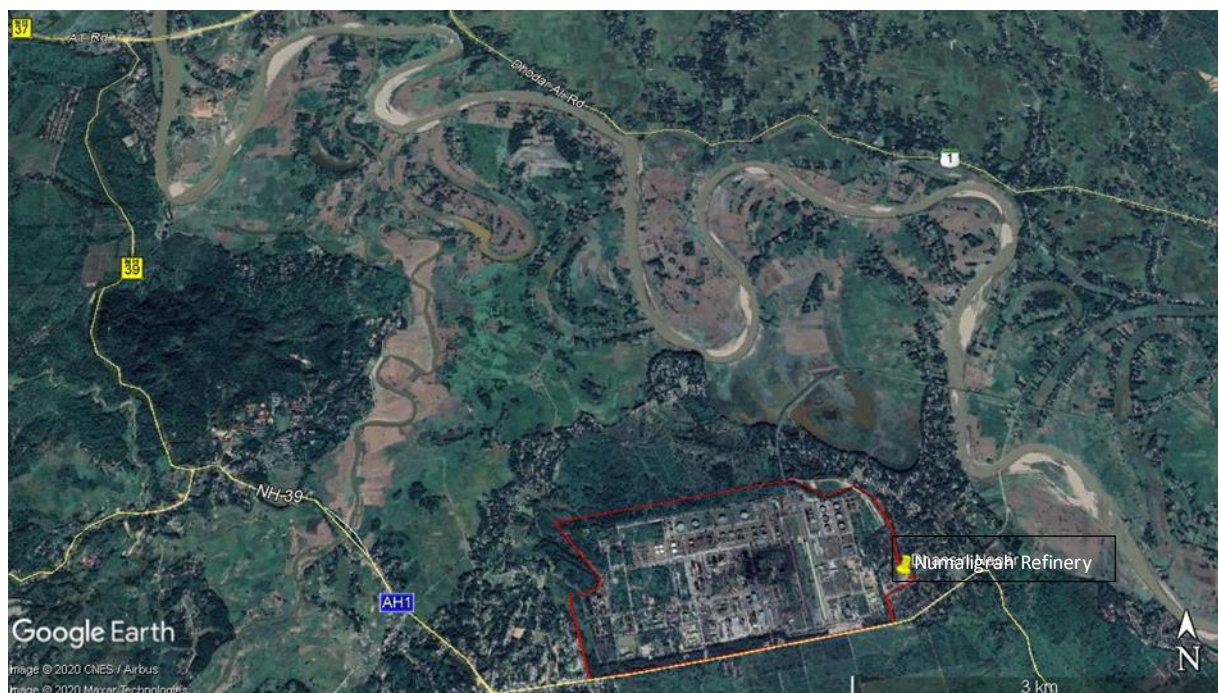
- If identified dates as (*) above happens to be a declared holiday/closed day in NRL, activity shall be conducted on next working day at the same time.

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- b) All amendments, time extension, clarifications, etc. will be uploaded as a Corrigendum in the websites only. Bidders should regularly visit the above website(s) to keep themselves updated.
- c) Request for extension received from any bidder with less than two working days prior to bid due date shall generally be ignored, since there will not be adequate time for consideration. Also any such request is purely NRL's/Technip's discretion.
- d) Bidders shall submit the bid directly and in their own name without involving any intermediaries.
- e) Refer **Appendix-A** to this NIT for Instructions of online submission of Bid
- f) Brief Introduction of Project and other salient features are mentioned as below.

1.0 Introduction

Numaligarh Refinery Limited (NRL) is a group company of Oil India Ltd. Its Refinery is located at Numaligarh, District Golaghat, Assam with a capacity of 3 MMTPA. NRL got CCEA approval in Jan, 2019 for expansion of existing Refinery to 9MMTPA capacity for processing imported crude to be received at Paradip Port and bring it to Numaligarh through about 1400KM pipeline. It has two marketing terminals for product evacuation - one is adjacent to the Refinery i.e. Numaligarh Refinery Marketing Terminal (NRMT) and the other is Siliguri Marketing Terminal (SMT) in West Bengal. The Refinery is well connected by air, road and rail. The nearest airport –Jorhat is 70 kms away from Refinery Site. Road distance from Guwahati to Numaligarh is about 250 kms through NH-37 towards east. The nearest rail head is at Furkating Rly Jn., 35 kms from Refinery. Refer below shown Google map for easy location.



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1.1 Site Information

The intending bidders shall be deemed to have visited the site and familiarized themselves with the site conditions before submitting their bids.

1.2 Geographical Information

Job Location	Numaligarh Refinery.
District / State / Country	Golaghat / Assam / India
Nearest Railway Station	Golaghat (25KM)
Nearest Airport	Jorhat (50KM)
Nearest Sea Port	Kolkata
Nearest National Highway	NH-37 & NH-39 (7.5KM away)

For this Expansion Project, NRL requires “**Bored Cast in-situ Piling and Ground Improvement Works**” to be carried out at RPTU UNIT, NRL Project site.

2.0 Brief Scope of Work

The job consists of carrying out Bored Cast in-situ Piling works including Testing of Piles and Ground Improvement Work as described in Price Schedule and Scope of Work attached in the Tender document for Resid Processing & Treating Unit (RPTU) in connection with Numaligarh Refinery Expansion Project. The Piling job is primarily to be carried out at the RPTU site. However, the SOR items under this tender document can be executed at any location in and around RPTU Unit within Refinery for NRL's project job as decided by Owner /EIC at the same rate, terms and conditions. For detailed Scope of Work, bidder to refer complete Bid document with special attention to Schedule of Rates, Scope of Work document, Technical Specification and attached drawings / standards with the Bid document.

3.0 Bidder Qualification Requirement (BQC)

Bidder(s) who meet all of the following criteria as specified in Clauses below shall be qualified for participating in this tender and shall submit supporting documents as detailed in the tender. Proposal submitted by bidders who qualify as per the following criteria shall be technically and commercially evaluated. Bids from following Bidders are acceptable:

- i) A sole Bidder: A Bidder who meets the Bidder Qualification Criteria (BQC) as set out below (Refer SI Nos. 3.1 and 3.2 below) can directly quote for the job.
- ii) A Consortium (including incorporated Joint Venture) of 2 (Two) companies (both legal entities), assuming responsibilities for being jointly and severally liable for undertaking the project submitting a Memorandum of Understanding (MOU) along with its Techno Commercial Bid with the specific objective of participating in this Tender by pooling

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their resources, to be followed by a legally enforceable Consortium Agreement between these two Companies in case of award, can participate in the bid.

3.1 Commercial Criteria : Past Experience

- (A) The Bidder (in case of a sole bidder) or leader of Consortium (in case the bidder is a consortium) shall have completed **“SIMILAR WORKS”** (refer definition below) during any of the last 10 (Ten) years ending on last day of the month immediately previous to the month in which last date of bid submission falls shall be considered (in case of extended bid submission date, original bid submission date shall be considered) as per below:
- i) Three “similar Works” each costing not less than the amount equal to **Rs. 27,17,00,000/- (Rupees Twenty Seven Crores Seventeen Lacs Only)**
OR
 - ii) Two “similar Works” each costing not less than the amount equal to **Rs. 36,23,00,000/- (Rupees Thirty Six Crores Twenty Three Lacs Only)**
OR
 - iii) One “similar Work” each costing not less than the amount equal to **Rs. 45,29,00,000 /- (Rupees Forty Five Crores Twenty Nine Lacs Only)**

For Commercial Experience Criteria, Date of Completion of Works as per Completion Certificate will be considered as completion date and that should fall within qualifying period.

***Definition of “SIMILAR WORKS” : The following shall be treated as Similar Works for meeting BQC Criteria :**

“Bored Cast in Situ RCC Piling Works of minimum 450 mm Diameter with or without Stone Column Work (Ground Improvement). In case of Composite Works consisting of in situ RCC Piling Works and Stone Column, the value of RCC in Situ Piling Works shall be minimum 60% of the amount mentioned under above criteria at (i) / (ii) / (iii) above whichever is applicable.

- (B) Additionally, the sole bidder or any member of the consortium (in case of consortium bidding) shall have the experience of successfully completing stone column (ground improvement) works with executed value of **Rs. 9,00,00,000/- (Rupees Nine Crore Only)** in a single order during last 20 (Twenty) years. This experience can be either the past credential submitted against (A) as a composite work or a separate order.

3.1.1 (i) For fulfilling the commercial experience criteria any of the following documents may be considered as valid proof for meeting similar works criteria:

- a) Copies of Work Orders /relevant pages of Contract /SOR mentioning the value and the scope of Works along with copy of completion certificate by Client / Consultant / Main Contractor indicating with executed value of work.

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- b) Work Order copy along with either (a) TDS Certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or (b) Bank Certificate indicating receipt of Payment.

In case, Bidder submits PTR for Past Experience as Consortium Member, bidder is required to submit above documents mentioned in sl. (a) and (b) above and Consortium Agreement /MOU clearly defining the Scope and responsibility.

iii) **Bidder's past experience as Consortium/Unincorporated Joint Venture (JV):**

While evaluating the Bids, Bidder's **past experience as a leader or member of a Consortium / Unincorporated Joint Venture (JV) shall be considered** acceptable, provided his scope in that Consortium / JV meets the requirement stipulated in the subject BQC under evaluation.

In case, the PTR of Consortium / Unincorporated Joint Venture (JV) experience submitted by the Bidder meets the similar work without indicating the division of scope of Work in terms of specific activities and associated value of work between the Consortium / Unincorporated Joint Venture (JV) members, 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 BQC evaluation.

- iv) In case of ongoing composite work involving Bored Cast in situ RCC Piling Works and / or Stone Piling (Ground improvement Work), having the Bored Cast in situ RCC Piling Works and / or Stone Piling (Ground improvement Work) completed, the experience /credential shall be considered for BQC requirement under clause 3.1, based on certification of the client/consultant in this regard.

Note:

1. Bidder will give details of their past experience along with documentary evidence as per format **Annexure-III to ITB** enclosed herein.
2. Relevant work order copies and completion certificates are to be enclosed with offer. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, commencement date, completion date etc.
3. In case Bidder has executed and completed Composite Works Contract which includes the qualifying work(s) stated in Cl. No. 3.1 above, then value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of pre-qualification. For Composite Works, in the event the value of the qualifying Work(s) cannot be ascertained from the work order / completion certificate submitted by bidder, Copy of

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Schedule of Rates (SOR) / Price Schedule, relevant pages contracts, relevant pages of final Bill certified by OWNER/CONSULTANT for establishing requirement of BQC or written letter from OWNER/CONSULTANT specifying the nature of Work with quantities and executed values can be submitted for qualification.

4. Cost of completed works specified above shall be exclusive of Service Tax / GST. Bidder shall produce documentary evidence against the Taxes & Duties applicable against the concerned job(s). In case the value of job submitted by the bidder does not have clarity with regard to inclusion/exclusion of Service Tax/GST, the amount appearing in the Completion Certificate shall be considered exclusive of tax and shall be evaluated accordingly.
5. A job executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of BQC of the Tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BQC subject to submission of Tax paid invoices(s) duly certified by Statutory Auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified above to meet BQC.
6. A job completed by Contractor shall be considered for the purpose of meeting the Experience Criteria of BQC subject to submission of documents in support of meeting the "Bidder Qualification Criteria":
7. The value of "similar work" shall be escalated at a simple rate of 7% for every completed year and thereafter at @ 0.58% for every completed month ending last day of the previous month of bid submission date (in case of extended bid submission date, original bid submission date shall be considered).
8. For calculation of period of escalation of such "similar work" starting date shall be recokend from the date of completion of the work mentioned in the Completion Certificate to the last day of the previous month of bid submission date (in case of extended bid submission date, original bid submission date shall be considered).
9. In case, the executed value of Job is more than the Work Order Value and bidder claims for meeting the BQC requirement on the basis of excuted value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as copy of final bill, executed value mentioned in completion certificate etc.) along with his bid. In case executed value is not mentioned in the completion certificate issued by client, work order value with amendments, if any, shall be considered for the purpose of evaluation.
10. A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the technical and commercial experience criteria of BQC subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":
 - i. Copy of work order along with SOR issued by Main Contractor.

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- ii. Copies of Completion/Commissioning Certificates (as the case may be) issued by the Owner/ Owner's Consultant/Main Contractor. The said Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc. In case bidder is not able to furnish the completion certificates from the Owner/Owner's Consultant in his name then the Certificate issued in the name of Main Contractor shall also be considered as proof of completion of the relevant job, subject to countersigning of the Completion Certificate by the Owner/Consultant.
- iii. If the bidder cites any reference of a job executed for NRL or executed for some client through PMC and the bidder is not able to furnish documentary evidence, the internal records of NRL or PMC (as the case may be) shall be considered.
- iv. The sub-contractor shall furnish either (a) TDS Certificate in Form 26AS (Annual Tax Statement under Section 203AA of the Income Tax Act, 1961) or (b) Bank Certificate indicating receipt of payment from the Main Contractor.
11. In case of Bidder submitting documents for their Work executed for organisations/ establishments other Govt. dept. or PSUs, copies of Work order and completion certificate along with either (a) TDS Certificate in form of Form 26AS (Annual Tax Statement under Section 203 AA of the Income Tax Act, 1961) or (b) Bank Certificate indicating receipt of payment from the Owner, shall be required to furnish.
12. Bidder shall not be allowed to submit new references or document related to such new references with respect to their past experience unless it is not mentioned in the list (past experience) submitted along with the bid as per enclosed format to ITB.

3.2 Financial Criteria:

The bidder (in case of sole bidder) or leader of Consortium (in case the bidder is a consortium), shall meet the Bidder Qualification Criteria (Financial) as given below:

- i) **AVERAGE ANNUAL TURNOVER:** The minimum Average Annual Turnover (ATO) of the bidder during immediate three preceding Financial Years reckoned from the due date of submission of bids should be at least **Rs. 27,17,00,000/- (Rupees Twenty Seven Crores Seventeen Lacs Only)**
- ii) **Net worth:** Should be positive for the immediate preceding financial year as per the latest Audited Report. 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.

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* Share Application Money pending allotment will be considered only in respect of share to be allotted. In case of negative Net Worth in the immediate preceding Financial Year, the Bid will be rejected. Reserves to be considered for net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of reevaluation of assets, write back of depreciation and amalgamation.

DESCRIPTION	VALUES (INR)	REFERENCE (PAGE NO. /CLAUSE NO.)
Paid up Share capital (A)		
Add: Share Application Money pending allotment (B)		
Add: Reserves (As defined above) (C)		
Less: Accumulated Losses (D)		
Less: Deferred Revenue Expenditure to the extent not written off (E)		
Net Worth (A+B+C-D-E)		

- iv) **WORKING CAPITAL:** The bidder must have minimum **working capital of Rs. 9,06,00,000/- (Rupees Nine Crore Six Lacs Only)** as per immediate preceding financial year Audited Annual Report. The requirement of working capital in latest Audited Balance Sheet to be presented by Bidder. Working Capital shall be Current Assets minus Current Liabilities.

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

- iv) Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit a self- certificate to this effect.
- v) Bidders should have **valid PF, GST Registration and PAN**

Note :

- a) Any of the following documents shall be furnished by the bidder in support to clauses mentioned above for meeting Financial Criteria:

- i) Audited published Annual Report

OR

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- ii) Audited Balance Sheet and Profit and Loss Statement
OR
- iii) Financial statements duly certified by practicing Chartered Accountant (not being an employee or a Director and not having any interest in the bidder's company) where audited accounts are not mandatory as per law.

The failure to meet Annual Turnover (ATO) criteria & Net Worth Criteria mentioned above will render the bid to be summarily rejected

- b) Financial years / previous period as above shall be reckoned from the due date of submission of bids.
- c) In case the last financial year closing date is within 9 (Nine) months of bid due date and audited annual financial report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.
Example, in case, audited annual financial report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.
- d) For Indian Bidders, audited Annual Report / Financial Statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any Financial Report which is published /issued after July 2019 onwards without UDIN shall not be considered for evaluation.

Special Note to the Bidders :

Please note that relaxation of Pre-Qualification Criteria and price benefit to MSE & Start-up agencies shall not applicable for this Tender being Works Contract.

3.3 Conditions for Consortium Bidding:

- a) A bidder participating in a Consortium /JV (either as a Leader or Partner) can not participate in another Consortium /JV (either as a Leader or Partner).
- b) The The distribution of work between Consortium or Joint Venture members would be such that after award of work, a minimum 25% (but not more than 49%) of Contract Price shall be executed by Consortium/Joint Venture Member (other than leader) and the billing schedule shall be drawn up after award of Work accordingly.

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The details of such distribution of work to be adequately incorporated in the consortium agreement so as to ensure successful performance of the Contract.

- c) The overall Project management shall be performed by the Leader/Lead Member of the Consortium. The members of Consortium shall assume responsibility for being jointly and severally liable for undertaking the Project and shall submit Memorandum of Understanding (MOU) along with the Techno-Commercial Bid clearly defining the role and responsibility of each Consortium member. The members of the Consortium shall enter into a detailed agreement 15 (Fifteen) days after award of the Work through issue of Letter of Acceptance. Such detailed agreement must remain in force at least till the pendency of the Contract including defect liability period as set out in the GCC. For the avoidance of doubt, it is clarified that the detailed agreement will be in conformity with the MOU including with the provisions of joint and several liability and the interse role and responsibilities of the consortium members. Further, the MOU shall remain valid and shall be binding till such time detailed agreement is executed by the consortium members.
- d) The MOU shall clearly specify the name and complete address of the Leader / Lead Member and other Consortim member and other provisions related to joint and several liability of Consortium members and proposed distribution of work in accordance with clause 3.3 (b)
- e) The distribution of work among Consortium members shall be identified and submitted along with Techno Commercial Bid and shall not be changed thereafter. (Details in this connection shall be submitted in the Format attached with the ITB).
- f) The Consortium members shall be jointly and severally bound and liable to the Owner for the fulfilment of the terms of the Contract and for discharge of liabilities of the Consortium to the Owner. The Member shall authorize the Leader/Lead Member of the Consortium with authority to bind the Consortium, through a power of attorney given jointly by the Member to the Leader/ Lead Member.
- g) The selected Leader/Lead Member of the Consortium shall be duly authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium.

3.4 **GENERAL NOTES ON BIDDER's QUALIFICATION CRITERIA**

In case the bidder is not able to establish Bidder's Qualification Criteria (Experience Criteria) on his own as per above clause No. 3.1, then necessary reference jobs for BQC Commercial Criteria executed by bidder's "Parent Company / Affiliate Company / Associated Company" will be allowed for qualification purpose. In such case Bidder to submit Corporate Guarantee obtained from "Parent Company / Affiliate Company / Associated Company" for the Project Performance and Execution.

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“Parent/Affiliate/Associated Company” shall mean having ownership of more than 50% of the issued and subscribed equity shareholding of the Indian company (Bidder in this case) either directly or through a common holding company which owns the majority of the issued and subscribed equity shares of the “Parent/Affiliate/Associated Company” and the Indian company.

Bidder to Refer Annexure-2 to NIT (Notice Inviting Tender) for various Credential requirements from Parent / Affiliate / Associated company, Format of Agreement between Indian Bidder and their foreign based supporting Company, Guarantee by the Supporting Company, Certificate, Proforma of Bank Guarantee by Supporting Company for Performance Guarantee and Indemnity Bond Format.

- a) The Offers with incomplete/ irrelevant documents or anomalies are liable to be rejected without any communication. Hence, bidders are advised to take utmost care while uploading their prequalification documents.
- b) Bids from following types of Bidders will not be accepted
 - i) Who are in the Holiday/ Suspension /Banning List / Negative list of Licensor or the Owner or its Administrative Ministry, MOPNG or any other OIL PSUs or EPCM1 (the EPCM Consultant for this job), on due date of submission of Bid / during the process of evaluation of the Bid. Provided always that, nothing in this clause shall make a Bidder eligible hereunder if the Bidder has been removed from any of the Holiday Lists after the due date of submission of bids.
 - ii) Similarly, if a Bidder is qualified based on engaging a sub-contractor/ sub-vendor who meets stipulated qualification criteria and in case such a sub-contractor/ sub-vendor is on Holiday List/Negative List/ Suspension List/ Banning List of Licensor or the Owner or MOPNG or any other OIL PSUs on due date of submission of Bid / during the process of evaluation of the Bid, the Bid of such a Bidder shall not be considered for bid opening/evaluation/Award.
 - iii) Further, in case of a Consortium/JV, if any of the member(s) of Consortium/JV is on Holiday List/Negative List/ Suspension List/ Banning List of Licensor or the Owner or its Administrative Ministry, MOPNG or any other OIL PSUs or EPCM1 (the EPCM Consultant for this job), on due date of submission of Bid / during the process of evaluation of the Bids, the offer of such a Consortium/JV shall not be considered for bid opening/ evaluation/ Award.
 - iv) In the event, an Insolvency Event has occurred with respect to Bidder as on the Bid Due Date or during the Bidding Process, the Bids of such Bidder shall be rejected and not considered for evaluation.
 - v) Bidder(s) who are under liquidation, court receivership or similar proceedings. In this connection, Bidder shall submit an Affidavit stating that they are not under liquidation, court receivership or similar proceedings.
 - vi) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).

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- vii) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the above Code at any stage of evaluation of the bid.
- viii) In case of a Consortium/JV, if any of the member(s) of Consortium/JV is on Holiday List/ Negative List/ Suspension List/ Banning List of Licensor or the Owner or its Administrative Ministry, MOPNG or any other OIL PSUs or EPCM1 (the EPCM Consultant for this job), on due date of submission of Bid / during the process of evaluation of the Bids, the offer of such a Consortium/JV shall not be considered for bid opening/ evaluation/ Award.
- c) Submission of authentic documents shall be the Prime responsibility of the Bidder.
- d) Wherever OWNER or its representative have concerns or apprehension regarding the authenticity /correctness of any document, OWNER or its representative reserve the right of getting the document cross verified from the document issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected, orders if any placed against subject tender will be terminated and may be debarred from future tenders. For the purpose of verification bidders shall submit complete client details with names, address, phone number, e-mail ID etc.
- e) All documents submitted by the bidder towards meeting BQC shall be furnished in a separate booklet titled as "Documentation against Bidder Qualification Criteria" with proper indexing.
- f) In case where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO / CFO of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.

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

- g) Successful Bidders shall not use any sub-vendor who is in Holiday /Suspension / banning List of OWNER, any other OIL PSU / Administrative Ministry (MoPNG).
- h) NRL (OWNER)/Technip (EPCM Consultant) reserves the right to disqualify/reject any bid for further evaluation in case of reported Poor Performance of Works in past due to Financial constraints or due to any other reason what so ever attributable to Bidder. Decision of OWNER/CONSULTANT in this regard shall be final.
- i) Incase the bidder has a certificate from the main contractor and the TDS Certificate for jobs completed prior to 2009 for Stone Column Qualification, TDS Certificate and Main Contractor Certificate as a proof of completion shall be acceptable. TDS in the Form 16 A

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instead of FORM 26 AS shall be acceptable for the jobs reference before 2009 in case of Stone column Qualification

4.0 Documents required to be submitted in support of BQC:

- 4.1 Bidder shall furnish documentary evidence by way of copies of work orders /Relevant pages of contracts/ SOR mentioning the value and Scope of Work, completion certificates from their clients, division of responsibilities for the work performed, completion certificate, MOU document/ commitment letters, Annual Reports containing audited balance sheets including Profit and Loss Accounts statement, in support of their fulfilling the qualification criteria.
In absence of such documents, NRL/Technip reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what-so-ever.
- 4.2 All documents furnished by the bidder in support of meeting the PQC (including MSE Certificate) shall be submitted/uploaded in a separate folder titled “Documents towards PQC”, duly signed and stamped by the bidder (in case of proprietorship firm) or “Power of Attorney” holder in case of Partnership /firm/Company. Copy of such “Power of Attorney” shall also be furnished with the unpriced bid.
- 4.3 Bidders on “Holiday List of/debarred from business dealings by” NRL/Oil PSUs /MOP&NG shall not be considered for evaluation and ordering.
- 4.4 NRL/Technip decision on any matter regarding short listing of bidders shall be final.
- 4.5 Submission of authentic documents is the prime responsibility of the Bidder. However, NRL/Technip reserves the right of getting the document cross verified, at their discretion from the document issuing authority. Bidder shall also facilitate such verification/ authentication of BQC documents and in case the documents remains unauthenticated till the given timeline, NRL/Technip reserves the right to reject such bid. However, no amount of checking or verification by NRL/Technip shall absolve Bidder from his responsibility.
- 4.6 The bidders must submit complete and unambiguous documents pertaining to BQC in the first instance itself along with the offer. Consultant / NRL may not offer any opportunity to the bidder to provide complete or unambiguous documents and reserve the right to proceed on the basis of documents received along with the offer and In case of non-submission of some documents or submission of incomplete or ambiguous documents, the bid may be rejected.
- 4.7 “Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to BQC along with their offer. Failure to meet the BQC will render the bid to be summarily rejected. OWNER/CONSULTANT reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents /clarifications”.

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- 4.8 Offer must be uploaded on e-tender website <https://eprocure.gov.in/eprocure/app> before the last date & time of submission of bid. Offer submitted using any other mode shall not be accepted. Bidder shall upload the authenticated copies of documents duly digitally signed, on the e-procurement website. Hence, submission of physical document is not required.

4.9 Other requirements:

- a) PF Code Allotment Letter / PF Registration copy
- b) Independent ESI Code or Undertaking for Independent ESI Code
- c) Power of Attorney in favour of person authorized to submit the Bid
- d) Copy of Pan Card
- e) Certificate of Incorporation/Partnership deed / Proprietorship affidavit
- f) GST Registration certificate
- g) All other documents as listed in ITB / ITB Annexures / SCC Appendices etc.
- h) Integrity Pact Agreement

5.0 Earnest Money Deposit:

EMD is not Applicable for this Tender. However, bidder is required to furnish “Declaration for Bid Security/EMD” as per attached Format in NIT on company Letter Head duly signed by authorized signatory of Bidder. The declaration is required to be submitted along with Technical Bid. **MSE Bidders are not required to submit the Bid Security Declaration as per format provided with NIT.**

6.0 Time Schedule:

- i) **10 (Ten) Months** including Mobilization Period which shall be reckoned from the date of Kick Off Meeting. Bidder to refer **Appendix-II** to SCC for further details.
- ii) Completion Period is of highest consideration and above is maximum completion period. Offers not meeting the completion requirement will be rejected.
- iii) Price Reduction schedule for delay in completion of Work shall be applicable as per GCC of NRL.

7.0 Site Visit & Pre-Bid Meeting:

The bidder is also expected prior to finalization of their bid to visit and examine the job site and its surroundings and to familiarize themselves of the ground realities, the availability, existence and suitability of facilities and sources of supply required for the work(s) and the environmental conditions which can be encountered, and collect all data and other information which the bidder may require for preparation and formulation of their bid. The CONTRACTOR will not to be entitled to make any claim against the OWNER/PMC or to raise any objection or defense to any claim based on the ignorance of existing or expected conditions, or on the lack of adequate information, or of any plan, estimate or expectation based on a different perception or expectation or information.

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Pre Bid meeting is not applicable for this Tender. However, Bidders may send pre-bid their Pre Bid queries by e-mail to reach (Email id : saurav.tyagi@technipenergies.com / vinod.kumar1@technipenergies.com (contact No. 0120-4301564) within **7 (Seven)** days of publishing of Tender on CPP Portal. Response against Pre Bid queries shall be sent through e-mail or in case required through Addendum/Corrigendum.

8.0 Bid Validity:

Validity of bid shall be 4 (Four) months from the final Bid submission Due Date.

9.0 Tender Document:

- 9.1 Tender documents should be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating, through the website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided as 'Instructions for online Bid Submission' provided at Appendix A to Notice Inviting Tender.
- 9.2 Bidders can access tender documents from the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <http://eprocure.gov.in/eprocure/app>.
- 9.3 Tenders and supporting documents should be uploaded through e-procurement portal only. Hard copy of the tender documents will not be accepted.
- 9.4 Corrigendum/addendum/extension (if any) pertaining to this tender will be published in the website only.
- 9.5 Both Technical bid and Financial bid are to be submitted concurrently, duly digitally signed in the web site <http://eprocure.gov.in/eprocure/app>.

Online Bids are received only on CPPP Portal website <http://eprocure.gov.in/eprocure/app> on or before due date as indicated in the NIT. The bidder shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only those bidders shall be opened who are Techno-commercially qualified, at a time and place for which notice shall be given. The qualified bidders shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.

10.0 General:

- 10.1 NRL/Technip reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.

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- 10.2 The bidders shall give a self certification that they are not under liquidation, court receivership or similar proceeding and their business is not banned by any Central / State Government Department / Public Undertaking or Enterprise or Central / State Governments. Failure to do so or the bidder is under, court receivership or similar proceedings, their bids shall not be considered.
- 10.3 The bidders who are on Holiday/ Negative list of NRL or any other OIL PSU/ MOPNG or Technip on the date of submission of bid / during the process of evaluation of the Techno commercial bids, the offers of such bidders shall not be considered for bid opening / evaluation / Award. If the bidding document were issued inadvertently / downloaded from website, offers submitted by such bidders shall also be not considered for bid opening / evaluation/ award.
- 10.4 NRL/Technip will not be responsible or liable for cost incurred in preparation, submission & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 10.5 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 10.6 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 10.7 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 10.8 NRL/Technip reserves the right to reject any or all the bids received or annul the bidding process at any time.
- 10.9 NRL/Technip reserves its right to allow Public Sector Enterprises (Central / State), purchase preference as admissible / applicable from time to time under the existing Govt. policy. NRL shall also follow the Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012.
The PPLC Policy (as enclosed) shall be applicable against this tender and the Class-I local supplier shall be given purchase preference, subject to fulfilling the required documentation and criterias.
- 10.10 In case of a MSE bidder, documentary evidence as per the prevailing Government policy shall be acceptable. In addition, copy of the document shall be submitted duly authenticated as per provision of the tender. However, in case authenticated document is not submitted in original, the same can be accepted provided a valid MSE certification is available on Government portal (www.nsicspronline.com) or Government Udyog Aadhar portal.
- 10.11 Scanned copy of the Integrity Pact duly signed & stamped shall be uploaded along with the offer.
- 10.12 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 10.13 Exceptions and deviations by the Bidder shall be mentioned only in the given pro-forma (Annexure- VIII of ITB) and deviations stated in the said pro-forma will have no price implications. The exceptions/ deviations mentioned elsewhere in the document shall not be considered for evaluation.

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10.14 Following Government Guidelines / Policies (latest version) shall be considered as part of this Tender and the Applicability of the same is as per below:

Sr. No.	POLICY DESCRIPTION	APPLICABILITY
1	Public Procurement Policy for Micro and Small Enterprises (MSEs)	NOT APPLICABLE
1A	For service contracts both relaxation of BQC requirements and MSE Price preference	NOT APPLICABLE
1B	For work contracts, relaxation of BQC requirements and MSE Price preference	NOT APPLICABLE
1C	For Supply Tenders - Public Procurement Policy for Micro and Small Enterprises (MSEs)	NOT APPLICABLE
2	Purchase preference to Local Content (PPLC Policy)	APPLICABLE
3	Domestic Manufacturing of Iron and Steel Policy (DMISP)	NOT APPLICABLE
4	Domestic Manufactured Electronic Products (DMEP)	NOT APPLICABLE
5	Office Memorandum regarding compliances related to any bidder from a country which shares a Land Border with India.	APPLICABLE
6	Relaxation w.r.t Pre-Qualification Criteria for Start Ups and MSEs	NOT APPLICABLE

Bidder to attach/submit the applicable Forms/ Undertaking as per above Policies along with their Technical Bid.

10.14 All questions and requests for clarifications or interpretations related to tender documents shall be addressed in writing to:

- 1) Mr. Vinod Kumar, Chief Manager - Subcontracts
Email : vinod.kumar1@technipenergies.com
Technip India Ltd
A - 4, Institutional Area, Block A, Sector 1, Noida,
Uttar Pradesh 201301
Ph. No. 0120/4301564
- 2) Mr. Saurav Tyagi, Manager Subcontract
Email : saurav.tyagi@technipenergies.com
Technip India Ltd
A - 4, Institutional Area, Block A, Sector 1, Noida,
Uttar Pradesh 201301
Ph. No. (M) : +91 87440 16059

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Appendix-A

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

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

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

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is

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maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done

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

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

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

ASSISTANCE TO BIDDERS

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

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

- Bidder should do Online Enrolment in this Portal using the option Click Here to enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MTNLTrustline/SafeScript/TCS.
- Bidder then logs into the portal giving user id / password chosen during enrolment.
- The e-token that is registered should be used by the bidder and should not be misused by others.
- DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that

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tender. Bidders are allowed to enter the Bidder Name and Values only.

- If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- All the data being entered by the bidders would be encrypted at the client end, and the

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software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

- During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

DECLARATION FOR BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

To,

M/s. Numaligarh Refinery Limited,

SUB:

TENDER NO.:

Dear Sir,

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

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

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

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

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

Place:

Date

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Annexure – 2 to Notice Inviting Tender

In case the bidder is not able meet the Past Experience Criteria (Commercial) of his own, he can submit the credentials of another company (Supporting Company) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa. In such cases, the eligibility criteria shall be as follows :

Offers of those bidders (not under consortium arrangement) who themselves do not meet the Past Experience Criteria (Commercial) as stipulated in the PQC and are quoting based on the experience of another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company or vice versa.

Credential of Supporting agency from a country which shares a land border with India will only be considered if they are registered with the Competent Authority as on bid due date, specified in Annexure I of Order (Public Procurement No. 1) dated 23.07.2020 of Department of Expenditure.

However, the supporting company should on its own meet the Past Experience Criteria (Commercial) as stipulated in the PQC and should not rely on any other company or through any other arrangement.

In that case as the bidding company is dependent upon the past experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Document/Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- i) Bidder should have completed a contract for **Bored cast in situ RCC Pilling works of minimum 450mm diameter with or without stone column work (ground improvement)** during last 10 years ending last date of month previous to one in which bids are invited. Copy of such work orders and completion certificate shall be furnished along with the offer.
- ii) An Agreement (as per format enclosed at **Appendix- A1**) between the bidder and the supporting company.
- iii) Guarantee (as per format enclosed at **Appendix- A2**) by the supporting company to NRL for fulfilling the obligation under the Agreement.

Appendix-A1

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN INDIAN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Numaligarh Refinery Limited (hereinafter referred to as NRL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company] And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to NRL for the full scope of work as envisaged in the tender document as a main bidder and liaise NRL directly for any clarifications etc. in this context.
2. M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the NRL.
3. The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
4. This agreement will remain valid till validity of bidder's offer to NRL including extension if any and till satisfactory performance of the contract, the same is awarded by NRL to the bidder.
5. Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and NRL.

6. The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by NRL, however without prejudice to any rights that NRL might have against the Supporting Company

7. It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to NRL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
M/s.

For and on behalf of
(Supporting Company)
M/s.

Witness:
1)
2)

Witness:
1)
2)

Appendix-A2

GUARANTEE BY THE SUPPORTING COMPANY/ GUARANTOR ON SUPPORTING COMPANY'S LETTERHEAD

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Numaligarh Refinery Limited, a company duly registered under the law of India having its Registered Office at 122A, G.S. Road, Christianbasti, Guwahati – 781005, Assam, India, and having Purchase center at hereinafter called “NRL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS NRL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by NRL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the past credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the NRL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the NRL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the NRL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the NRL and duly perform the obligations of the Bidder to the satisfaction of the NRL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to NRL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between NRL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of NRL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by NRL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards NRL
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and NRL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to NRL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of NRL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, NRL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of NRL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(Applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to NRL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of NRL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, NRL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of NRL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

Company seal_____

Witness: 1. Signature_____

Full Name _____

Address_____

2.Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

Appendix-A2A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.

Appendix-A3

PROFORMA OF "BANK GUARANTEE"

TOWARDS PERFORMANCE SECURITY BY SUPPORTING COMPANY OF THE INDIAN BIDDING COMPANY

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s NUMALIGARH REFINERY LIMITED

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT/ ORDER) for Numaligarh Refinery Limited having registered office at 122A, G.S. Road, Christianbasti, Guwahati – 781005, Assam, India (herein after called the "NRL" which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above, entered between NRL and the CONTRACTOR/SUPPLIER/SERVICE PROVIDER and NRL having agreed that the 'SUPPORTING COMPANY' shall furnish to NRL a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above,

The said M/s. _____ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by NRL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by NRL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
2. The Bank also agrees that NRL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that NRL may have in relation to the 'SUPPORTING COMPANY's liabilities.
3. The Bank further agrees that NRL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in NRL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of NRL or any indulgence by NRL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till NRL discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of NRL or that of the 'SUPPORTING COMPANY'.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully, _____

Bank by its Constituted Attorney

Signature of a person duly Authorized to sign on behalf of the Bank E-mail

:

Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified at ITB of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.

Appendix –C to CA-1 INDEMNITY BOND

WHEREAS Numaligarh Refinery Ltd (hereinafter referred to as “**NRL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi 110066 has entered into a contract with M/s * (hereinafter referred to as the “**Contractor**”, which expression shall unless repugnant to the context include its representatives, successors and assigns), having its registered office at * and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof (hereinafter collectively referred to as the „**CONTRACT**”, which expression shall include all amendments, modifications and / or variations thereto).

NRL has advised the Contractor to execute an Indemnity Bond in favour of NRL indemnifying NRL and its employees and Directors including Independent Directors and affiliates, from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including without limitation any Banker / financial institution / worker(s) / vendor(s)/ sub-contractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of NRL under the Contract, in relation to the Free Issue Materials being provided by NRL to the Contractor under the Contract (“**FIM**”).

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified NRL and all its employees, Directors, including Independent Directors and affiliates from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities related to the FIM, that may be raised by the Contractor or any third party against NRL under or in relation to this Contract, including without limitation as a result of willful and deliberate default, negligence, misrepresentation and misconduct by the Contractor and/or its associated parties; fire and/or explosion caused as a result of the actions or omissions of the Contractor or its associated parties; defective testing and/or commissioning; defects in designs; failure of maintenance by the Contractor and/or its associated parties; and/or such other act or omission that may be attributable to the Contractor. The Contractor undertakes to compensate and pay to NRL and/or any of its employees, Directors including Independent Directors, forthwith on demand without any protest the amount claimed by NRL for itself and for and on behalf of its employees, Directors including Independent Directors as provided for in this Indemnity Bond, together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

Provided however, that in case any part or portion of the liabilities arising hereunder this Indemnity Bond is covered under any insurance cover taken by NRL and/or any other instrument executed between the Contractor and NRL, the same shall be excluded from any amounts due hereunder this Indemnity Bond.

AND THE CONTRACTOR hereby further agrees with NRL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of NRL and/or any of its employees and Directors including Independent Directors, and its affiliates, arising out of said Contract with respect to any such litigation / court case for which NRL and/or its employees and Directors including Independent Directors, and affiliates, has been made party until now or here-in-after.

This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of NRL are settled by the Contractor and/or NRL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this indemnity Bond for and on behalf of the contractor and the same stands valid.

undersigned has full power to execute this Indemnity Bond for and on behalf of the

For & on behalf of Contractor

M/s _____

Signature_____

Name_____

Designation _____

Company seal_____

Witness

1.

2.