



INVITATION FOR BIDS (IFB)
IN RELATION TO
SELECTION OF JOB WORKER FOR HYDROGEN GENERATION UNIT (HGU) OF 95 KTPA
ON JOB WORK BASIS
FOR EXPANSION PROJECT OF NUMALIGARH REFINERY LIMITED
ON INTERNATIONAL COMPETITIVE BIDDING BASIS
(BIDDING DOCUMENT NO.: SKS/B405-000-LE-T-9501/1000)
(E-Tender no. 2021_EIL_647037_1)

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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 the job work agreement forming part of the Bidding Documents which is to be executed amongst the Successful Bidder, Job Worker and NRL in accordance with the provisions of the Bidding Documents;

“Annual Turnover Criteria” shall have the meaning as set out in Clause 7.2.1 of this IFB;

“Bid Due Date” means the last date 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 5.12.1 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, technical section, 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 Job Worker to undertake the Project on Job Work basis;

“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 3.4 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 5.12.1 of this IFB;

“Consultant” means Engineers India Limited (EIL), a central government public sector undertaking, a company existing under the provisions of the Companies Act, 2013 with its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi- 110066 (India), which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns. For the avoidance of doubt, reference to term **“EIL”** in this IFB means the Consultant as the context may require;

“Eligibility Criteria” means collectively the Technical Qualification Criteria and Financial Qualification Criteria as set out in Clause 7;

“Equity” means legal and beneficial interest in the issued, subscribed and paid up equity share capital of the Job Worker 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 Job Worker;

“E-Procurement Portal” means the e-Procurement portal of the Government of India 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” shall have the meaning as set out in the Agreement;

“Financial Qualification Criteria” means the financial qualification criteria as set out in Clause 7.2;

"HGU" means a new hydrogen generation unit based on steam methane reforming technology with its necessary ancillary facilities on site allocated to the Job Worker by NRL, for the production and supply of Hydrogen Gas and HP Steam to NRL of quantity and specifications in accordance with the provisions of Bidding Documents;

"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 IV](#);

"Insolvency Event" means, if the Bidder/ Member: (a) is subject to admission of a petition in bankruptcy or insolvency or liquidation or for the alteration or adjustment of a substantial part of indebtedness 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 reorganisation 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;

"Job Work" means any treatment or process undertaken by a person on goods belonging to another registered person'. The one who does the said job would be termed as 'Job Worker'. The ownership of the goods does not transfer to the Job Worker but it rests with the principal.

"Job Worker" 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;

"Joint Bidding Agreement" shall have the meaning as set out in Clause 5.12.2(ii) of this IFB;

"KTPA" means kilo tonnes per annum;

"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" means the notification of award to be issued by NRL in favour of the Successful Bidder in accordance with the Bidding Documents;

"Lock-In Period" shall have the meaning as set out in the Clause 5.12.3(i) of this IFB;

"MMTPA" means million metric tonnes per annum;

"Member" shall have the meaning as set out in Clause 5.12.1 of this IFB;

"Net Worth Criteria" shall have the meaning as set out in Clause 7.2.2 of this IFB;

"Principal" means Numaligarh Refinery Limited, a central government public sector undertaking and a company existing under the Companies Act, 2013 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. For the avoidance of doubt, reference to term "NRL" in this IFB means Principal as the context may require;

"Project" means supply of Hydrogen and HP Steam from HGU, on Job Work basis, by using the raw materials and other utilities to be supplied by NRL, in accordance with the provisions of this Agreement

and the Bidding Documents and setting up of HGU in accordance with the provisions of the Agreement;

“SPV” shall have the meaning as set out in Clause 5.12.2 of this IFB;

“Schedule of Prices” means the price bid to be submitted by all Bidders in the format as set out in Appendix XIV of ITB and in accordance with the instructions set out in Annexure XIV of ITB;

“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;

“Technical Qualification Criteria” means the technical qualification criteria as set out in Clause 7.1;

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) Agreement, once executed amongst NRL, Job Worker and Successful Bidder;
- (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, Consultant 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 Job Worker, 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 which was commissioned in the year 2000 with a crude processing capacity of 3 MMTPA to process indigenous crude of Assam. The refinery primarily produces MS & HSD conforming to BS-IV/VI specification. NRL is now executing a major expansion project of capacity augmentation 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), PetroFCC, 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 has entrusted the Consultant (Engineers India Limited) for selection of a job worker for supply of Hydrogen and HP Steam from HGU, on Job Work basis, by using the raw materials and other utilities to be supplied by NRL, in accordance with the provisions of the Bidding Documents through international competitive bidding. For the avoidance of doubt, the HGU shall have a design capacity of 1x95 KTPA hydrogen production based on steam methane reforming (SMR) process with hydrogen purity of 99.5% Vol. (min.) in accordance with the provisions of the Bidding Documents.
- 3.4. NRL has adopted a single stage three part bidding process for selection of the Successful Bidder for award of the Project, pursuant to which separate: (a) EMD/Bid Security shall be submitted in accordance with this IFB (**Part-I: EMD/Bid Security**) (b) techno-commercial/unpriced Bid for fulfilling the Technical Qualification Criteria and Financial Qualification Criteria shall be submitted in accordance with this IFB as per the formats set out in the ITB and IFB (**Part-II: Un-priced Bid**); (c) Schedule of Prices shall be submitted in accordance with this IFB as per the format set out in ITB (**Part-III: Priced Bid**) (collectively referred to as “**Bidding Process**”).

4. BRIEF SCOPE OF WORK

- 4.1. The brief scope of work of the Job Worker shall include setting up of HGU for supply of Hydrogen and HP Steam from HGU to NRL for a duration of 20 (twenty) years after the First Delivery Date, on Job Work basis, by using the raw materials and other utilities to be supplied by NRL, in accordance with the provisions of the Bidding Documents. Further, to ensure such supply, the Job Worker shall: (a) establish the HGU upon a site licensed by NRL in accordance with the Agreement, as per the requirement, conditions and specifications set out in the technical documents forming part of the Bidding Documents; and (b) design the HGU to meet the 11.875 Tonnes/hr (95,000 TPA based on 8000 operating hours per year) quantity requirement of hydrogen of NRL in accordance with the provisions of the Bidding Documents.
- 4.2. The broad layout of the HGU is set out in technical part of the Bidding Documents. With respect to the scope of the Project, the Job Worker shall also undertake its obligations relating to fulfillment of statutory requirements and other related activities in accordance with the Bidding Documents.
- 4.3. The scope of the Project involves the Job Worker arranging financing for the Project, carrying out the construction works of the Project and successful commissioning and operation of the Project for the production and supply of Hydrogen Gas and HP Steam to meet NRL's requirements in accordance with the provisions of the Bidding Documents. Further, detailed provisions in relation to implementation of the Project are set out in the conditions to contract (to be executed upon award as the Agreement)

attached as Annexure V to this IFB.

4.4. 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 in accordance with the guidelines set out in the format of Schedule of Price.

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 contract, subsequent to which the Agreement shall be signed to govern the detailed terms and conditions of the Project.

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

4.5. Time schedule for first delivery of the Product:

the Job Worker is required to undertake the works for completion and commissioning of HGU in accordance with the timelines set out in the project completion schedule annexed with the Agreement to ensure supply of Hydrogen and HP Steam to NRL within 30 (thirty) months from the date of issuance of the Letter of Award in accordance with the requirement and specifications set out in the Bidding Documents. The commissioning of the HGU, complying with the Bidding Documents and acceptance of the desired quality and quantity, shall mean the achievement of first delivery of the Hydrogen Gas and HP Steam.

4.6. Expiry of Agreement/ Completion Schedule of the Project:

Pursuant to commissioning of the Project, the Job Worker is required to supply Hydrogen and HP steam to NRL as per the required specifications for a period of 20 (twenty) years from the First Delivery Date, on Job Work basis, by using the raw materials and other utilities to be supplied by NRL, in accordance with the provisions of the Bidding Documents.

5. GENERAL TERMS AND CONDITIONS

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 receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, concessional loan or subordinated debt to any other; or
- (iii). such Bidder has a relationship with another Bidder, 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
- (iv). such Bidder has participated as a consultant to NRL in the preparation of any documents, design or technical specifications of the Project; or

- (v). a Bidder shall be liable for disqualification if any legal, financial or technical adviser/consultant of the NRL in relation to the Project is engaged by the Bidder, its Member, 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/consultant was engaged by the Bidder, its Member 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 a 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 Job Worker 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, contractors, 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% 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 (ii) 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 tender 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. Further, the Bidder shall submit documents along with its Bid in relation to guidelines issued by Government of India for procurement from a bidder from a country sharing land border with India in accordance with Clause 9.12 of the IFB and the undertakings as per Appendix XII of the ITB.

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 Job Worker 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/ Job Worker 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.
- 5.12. The Bidder's competence and capability is proposed to be established by the following parameters:
 - 5.12.1. The bidder ("**Bidder**") may be: (i) a single entity (i.e. sole bidder / incorporated joint venture) being a company incorporated under the provisions of the Companies Act 1956 / Companies Act 2013; or (ii) a single entity (i.e. sole bidder / incorporated joint venture) being a company incorporated outside India; or (iii) a group of Entities (each referred to as a "**Member**") coming together to implement the Project ("**Consortium**"), wherein, such Consortium shall not have more than 3 (three) Members.
 - 5.12.2. The Bidder shall be required to form an appropriate special purpose vehicle, incorporated under the Companies Act 2013 ("**SPV**"), prior to the execution of the Agreement to implement the Project.

The Consortium shall in addition be required to comply with the following additional requirements:

- (i) the Bid must contain the information required for each Member of the Consortium including 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; and
- (ii) each Member of the Consortium shall enter into a binding joint bidding agreement in the form specified at Annexure I ("**Joint Bidding Agreement**") for the purpose of participation in the Bidding Process. The Joint Bidding Agreement to be submitted along with the Bid shall, inter alia:
 - (A) convey the intent to form the SPV, solely for the purpose of domiciling the Project and no other purpose, 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 Job Worker in terms of the Agreements, in case the Agreement to undertake the Project is awarded to the Consortium;
 - (B) clearly outline the proposed roles and responsibilities of each Member. 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. However, the Lead Member shall be fully responsible (as single point of responsibility) for the following activities:
 - (i) overall Project management

- (ii) planning, monitoring, scheduling and reporting;
 - (iii) health, safety and environment (HSE) management;
 - (iv) risk management;
 - (v) preparation and approval of MR of critical equipment and package items
 - (vi) procurement management;
 - (vii) participation in HAZOP / HAZID / SIL studies / 3D MODEL review, technical and construction auditing;
 - (viii) quality assurance;
 - (ix) pre-commissioning, commissioning assistance and PGTR assistance in accordance with the Agreement and
 - (x) operation & maintenance
- (C) commit that all members of the Consortium shall in aggregate hold equity share capital not less than 51% of the subscribed and paid up equity capital of the SPV, on a fully diluted basis, as declared in the Joint Bidding Agreement or under an existing agreement to form a Consortium during the Lock-In Period; and
- (D) include a statement to the effect that all Members shall be liable jointly and severally liable for all obligations of the Job Worker in relation to the Project in accordance with Bidding Documents.
- (a) the Members of the Consortium shall nominate 1 (one) member as the Lead Member. Such nomination shall be supported by a power of attorney, as per the prescribed format at [Annexure III](#) and shall be signed by all the Members of the Consortium.
 - (b) no change in the composition of the Consortium shall be permitted post submission of Bid.
 - (c) the Joint Bidding Agreement shall be valid for the entire duration of the Agreement for a Consortium selected as the Successful Bidder.

5.12.3. Lock in provisions

- (i) In case a single entity Bidder becomes the Successful Bidder, the Successful Bidder shall hold directly or indirectly, at least 51% (fifty one percent) of the Equity of the Job Worker (i.e. SPV), at all times, until the 3rd anniversary of the First Delivery Date ("**Lock-In Period**").
- (ii) In case a Consortium becomes the Successful Bidder,
 - (a) the Lead Member shall, at all times, hold directly or indirectly, a minimum of 26% (twenty six percent) of the Equity of the Job Worker, which shall also be not less than 5% (five per cent) of the Total Project Cost, until the completion of the Lock-In Period. A minimum of 10% (ten percent) of the Equity of the Job Worker shall, at all times, until the expiry of the Lock-In Period, be held directly or indirectly, each by other Members of the Consortium (other than the Lead Member).
 - (b) Further, the Members of the Consortium shall, collectively, hold directly or indirectly, at least 51% (fifty one percent) of the Equity of the Job Worker, at all times, until the expiry of the Lock-In Period. For the avoidance of doubt, the Lead Member shall hold the majority Equity of the Job Worker amongst the Members of the Consortium.

6. SALIENT FEATURES OF BIDDING DOCUMENT AND ELIGIBILITY CRITERIA

S.N O.	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 the E-Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) Tender details are also available on EIL's website http://tenders.eil.co.in and NRL's portal http://nrl.co.in Cost of Bidding Document – NIL
ii)	Period during which Bidding Documents can be viewed and downloaded as per details provided in sub-point (i) above	: From 08.09.2021 (hereinafter referred as date on which bid is invited (floated) on E-Procurement Portal to 1200 Hrs (IST) – 07.12.2021
iii)	Bid Security	: INR 10,000,000 (Indian Rupees Ten Million) Bid Security shall be submitted in the form of Bank Guarantee (BG) in favour of Numaligarh Refinery Ltd in accordance with the ITB. 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. In case of a Consortium, the Bid Security shall be submitted by the Lead Member on behalf of Members of the Consortium. Any Bids by Bidders who fail to upload the Bid Security in the E-Procurement Portal within the Bid Due Date, shall be rejected. Any Bids by Bidders who fail to submit the Bid Security in original physical form within the Bid Due Date, shall be rejected notwithstanding the uploaded copy of such Bid Security in the E-Procurement Portal. 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 17 of ITB.

iv)	Site Visit	:	Bidder has to complete the site visit within 2 weeks from the date of issue of Bidding Documents, with prior intimation to site representative of NRL. <u>Site address:</u> Numaligarh Refinery Limited, P.O.: Numaligarh Refinery Complex, Dist.: Golaghat, Assam, India, PIN – 785699. <u>Contact Details:</u> Name: Mr. Rupam K Sarmah (DGM) / Mr. Anupam Thakuria (Chief Manager) Mobile No.: +91-9435703129 / +91-9435152158 e-Mail: rupam.k.sarmah@nrl.co.in , anupam.thakuria@nrl.co.in
v)	Access to technical documents forming part of Bidding Documents	:	The technical documents forming part of the Bidding Documents shall be made available to the Bidders subject to following conditions: - Bidders (i.e. sole Bidder/ each Member in case of Consortium) shall execute a Non-Disclosure Agreement(s) (NDA) with NRL in the format provided in the ITB prior to such access, failing which Bidder shall not be able to download/view the Technical Part of Bidding Document on the E-Procurement Portal. - Bidder shall upload duly signed and stamped NDA online on the E-Procurement Portal and original copy of such duly signed and stamped NDA (2 Sets each) shall be submitted subsequently to address mentioned at sl. no. 6 (xiii) below. - Along with NDA(s), Bidder shall submit self-declaration in their Company letter head (in Original) that they have not changed/ modified any content of the NDA (secrecy agreement). - The technical part of Bidding Document shall be made available for viewing / downloading to the Bidder after uploading of NDA(s) on the e-tendering website and submission of NDA(s) in original and its acceptance by NRL.
vi)	Pre – Bid Meeting date, time and	:	A Pre-Bid Meeting shall be held at 10:00 Hrs (IST) on 04.10.2021 & 05.10.2021 and may be further

	venue		extended based on requirement. Pre-bid meeting shall be held in Delhi-NCR and venue/address will be communicated before pre-bid meeting date. Note: For Discussion with respect to Technical Part/Technical Queries, only those Bidders will be allowed whose NDA is accepted by NRL.
vii)	Last date of Receipt of Bidder's Queries for Pre-Bid Conference		28.09.2021 Queries shall be submitted to the contact details of the dealing officers mentioned at sl. no. (xii) below.
viii)	Bid Due Date: Last date and time of submission of Bids/ Mode	:	at 1200 Hrs. (IST) on 07.12.2021 Online through E-Procurement Portal http://eprocure.gov.in/eprocure/app Bid submitted through any other mode shall not be acceptable.
ix)	Opening of Techno- Commercial (Un-priced) Bid	:	at 1400 Hrs. (IST) on 08.12.2021 Bid details can be viewed online on the E-Procurement Portal where bids are submitted.
x)	Opening of Priced Bid	:	Shall be informed later on to all qualified and acceptable bidders through E-Procurement Portal and their respective e-mail ids as per the details submitted by the Bidders.
xi)	Reverse Auction (RA) and date of RA	:	Not Applicable
xii)	Contact details of dealing officer	:	Name : Mr. S.K Singh – DGM (SCM) / Mr. Mitesh Patel – Sr. Manager (SCM) Phone No. and extn. :+91-124-289-1310/ 1341 E-mail: singh.sk@eil.co.in; mitesh.patel@eil.co.in
xiii)	Communication address for submission of Original Bid Security or any other documents, in hard copy	:	Engineers India Ltd, Sector-16 R&D Complex Gurugram – 122001 Mr. S.K Singh – DGM (SCM) (Job no. B405)

If dates mentioned at **Sl no. vi)** (date of Pre-Bid Meeting) and/or **ix)** (date of Un-priced bid opening) in the above table happens to be holiday for the EIL, 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.

7. BIDDER'S ELIGIBILITY/QUALIFICATION CRITERIA (BQC):

The bidder shall meet the following Eligibility Criteria:

7.1. Technical Qualification Criteria

For the purpose of qualification of the Bidders, the Technical Qualification Criteria comprises of experience in relation to: (a) HGU as set out in Clause 7.1.1; (b) Technology Provider/Licensors as set out in Clause 7.1.2; (c) Engineering Experience as set out in Clause 7.1.3 and (d) conditions applicable in relation to utilization of sub-contracting experience as set out in Clause 7.1.4 (as applicable).

7.1.1. HGU

(a) Qualification Criteria I:

The sole Bidder or Lead Member in case of the Consortium should have built, own and operating with single point responsibility on Build-Own-Operate (BOO) basis at least 1 (one) hydrogen generation unit of minimum 35,000 TPA capacity (based on 8000 hrs/yr) which:

- has been commissioned within 15 (fifteen) years; and
- is in operation for a minimum period of 2 (two) years

from the last day of the month immediately previous to one in which Bid is invited.

OR

(b) Qualification Criteria II:

- (i) The sole Bidder or Lead Member in case of the Consortium should have been owning and operating with single point responsibility at least 1 (one) hydrogen generation unit of minimum 35,000 TPA capacity (based on 8000 hrs/yr) for a minimum period of 2 (two) years as on the last day of the month immediately previous to one in which Bid is invited;

AND

- (ii) The sole Bidder or any of the Members in case of the Consortium should have executed, as OBE/EPCC/LSTK Contractor with single point responsibility, a contract, involving project management, detailed engineering, procurement, construction/construction management, pre-commissioning, commissioning/ commissioning assistance for at least 1 (one) non-captive (shall mean other than in-house unit) grass-root hydrogen generation unit of minimum 35,000 TPA capacity (based on 8000 hrs/yr) which has been commissioned and has completed operation for at least 2 (two) years within 15 (fifteen) years from the last day of the month immediately previous to one in which Bid is invited.

Provided that in the event the sole Bidder or any of the Members in case of the Consortium is not able to fulfil the criteria set out in sub-clause (ii) above, the Bidder shall be considered acceptable subject to engagement of a sub-contractor ("**Construction Sub-Contractor**") who singly meets the qualification requirements set out in sub-clause (ii) above. In such case, the bidder and Construction Sub-Contractor to submit an undertaking in favour of NRL to this

effect and, if selected, detailed agreement to be executed between such Bidder and Construction Sub-Contractor in accordance with requirements as mentioned in the Bidding Documents with respect to such undertaking / detailed agreement.

(c) Common conditions for both Qualification Criteria I and Qualification Criteria II

- (i) The reference hydrogen generation unit mentioned in Qualification Criteria I and Qualification Criteria II above shall be based on steam methane reforming (SMR) process with minimum hydrogen purity of 99.5% vol. and should be based on any of the following feedstock or combination thereof:
 - Naphtha;
 - Natural Gas/ RLNG;
 - Propane/ Butane/ LPG.
- (ii) The reference hydrogen generation unit mentioned in Qualification Criteria I and Qualification Criteria II above undertaken on build, own, operate and transfer (BOOT) or built, own, operate and maintain (BOOM) basis by the Bidder shall be deemed to be undertaken on BOO basis for the purpose of qualification of Bidders. In case the reference unit is under BOOT contract, the reference unit shall qualify even if the unit has been transferred to owner and is in operation as on the last day of the month immediately previous to one in which Bid is invited. Details of reference hydrogen generation unit(s) shall be provided by the Bidder along with the Bid.

The reference hydrogen generation unit mentioned in Qualification Criteria I and Qualification Criteria II above must be a commercial unit. Experience of any revamp/ debottlenecking of units, pilot plant, laboratory scale plant and demo plant shall not be considered for qualification.

- (iii) 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 Qualification Criteria.
- (iv) The Bidders shall submit details of the qualifying projects for fulfillment of Technical Qualification Criteria in the formats as set out in the Bidding Documents. The Bidders are expected to carefully examine the contents of the Bidding Documents in relation to such formats and shall ensure that all details towards fulfillment of Technical Qualification Criteria is submitted in the format as set out in the Bidding Documents. Failure to comply with the requirements may result in a Bidder's Bid being declared non-responsive.

(d) Qualification Criteria for Members (other than Lead member of the Consortium):

In case of Consortium, the Member (other than Lead Member) on its own or as a consortium member, should have executed a contract wherein its scope involved either:

- (i) licensing, or
- (ii) detailed engineering, or
- (iii) detailed engineering, procurement, construction and commissioning/ commissioning assistance (EPCC) or
- (iv) procurement and construction (PC) or
- (v) only construction (C)

of a Hydrogen Generation Unit based on steam methane reforming (SMR) utilizing either Naphtha, Natural Gas, Propane/ Butane/ LPG or a combination there of as feed to produce hydrogen of minimum purity of 99.5% vol. The unit may be grass root or revamped. However, the above reference unit must be commercial and non-captive unit (shall mean, other than in-house unit). Pilot plant and Demo plant shall not be considered for qualification. Bidder is required to declare the same upfront in its Bid.

The above reference unit must have been commissioned and completed minimum two years of operation within 15 (fifteen) years from the last day of the month immediately previous to one in which Bid is invited. This requirement does not apply to the Members of Consortium, if such Member is an Indian subsidiary of the Lead Member of Consortium.

7.1.2. Technology Provider/Licensors

- (a) The sole Bidder or any of the Members in case of the Consortium shall either be technology licensor itself for the hydrogen generation based on SMR technology or shall engage a licensor (“**Licensor Sub-contractor**”) for providing the technology. Bidder shall indicate the technology provider/licensor for the Project in its Bid. Additionally, in case of engagement of Licensor Sub-contractor the Bidder shall submit an undertaking in favour of NRL along with Licensor Sub-Contractor and, if selected, detailed agreement shall be executed between such Bidder and Licensor Sub-Contractor in accordance with requirements as mentioned in the Bidding Documents with respect to such undertaking / detailed agreement.
- (b) For establishing that the technology to be adopted by the Bidder is commercially proven, the Bidder shall provide details of a reference hydrogen generation unit of minimum 35,000TPA capacity (based on 8000 hours per year), licensed during last 15 (fifteen) years based on technology provided by the proposed technology provider. Such reference unit must have operated for a minimum period of 2 (two) years within 15 (Fifteen) years from the last day of the month immediately previous to one in which Bid is invited.
- (c) The reference hydrogen generation unit mentioned in clause 7.1.2 (b) above shall be based on steam methane reforming (SMR) process with minimum hydrogen purity of 99.5% vol. and should be based on any of the following feedstock or combination thereof:
 - Naphtha;
 - Natural Gas/ RLNG;
 - Propane/ Butane/ LPG.
- (d) The reference hydrogen generation unit mentioned in clause 7.1.2 (b) above must be a commercial and non-captive unit (shall mean, other than in-house unit). Experience of any revamp/ debottlenecking of units, pilot plant, laboratory scale plant and demo plant shall not be considered for qualification.
- (e) The Licensor engaged by the Bidder shall provide necessary technical assistance to the Successful Bidder for the entire project pendency period. A technical service agreement (“**TSA**”) shall be executed by the Successful Bidder with Licensor within 30 (thirty) days from the issuance of the Letter of Award (LOA). Executed copy of the TSA shall be submitted to NRL for records within 1 (one) week of its execution.

7.1.3. Engineering Experience

- (a) The sole Bidder or any of the Members in case of the Consortium shall have successfully carried out detailed engineering for at least 1 (one) hydrogen generation unit of minimum 35,000 TPA

capacity (based on 8000 hrs/yr) based on steam methane reforming (SMR) process which has been commissioned and operated for at least 2 (two) years within 15 (fifteen) years from the last day of the month immediately previous to one in which Bid is invited. The reference hydrogen generation unit must be a commercial and non-captive unit (shall mean, other than in-house unit). Experience of any revamp/ debottlenecking of units, pilot plant, laboratory scale plant and demo plant shall not be considered for qualification.

- (b) In the event, the above engineering experience criteria is not met by the Bidder itself, the Bidder shall be considered acceptable, provided the Bidder engages engineering sub-contractor ("**Engineering Sub-contractor**") who singly meets the qualifications as set out in clause 7.1.3 (a) above.

7.1.4. **Conditions applicable with respect to Construction Sub-Contractor, Licensor Sub-Contractor and Engineering Sub-Contractor:**

- (a) In the event, the Bidder is relying on the technical strength of Construction Sub-Contractor, Licensor Sub-Contractor or Engineering Sub-Contractor, then the Bidder shall also submit all the information and documents as stated in the Bidding documents for fulfillment of such Technical Qualification Criteria as applicable in accordance with Clause 7.1, of such Construction Sub-Contractor, Licensor Sub-Contractor or Engineering Sub-Contractor (as the case maybe).
- (b) Submission of credentials of maximum of two sub-contractor(s) for Construction Sub-Contractor or Engineering Sub-Contractor(s) is acceptable at the time of bid submission. In such case, the Bidder shall submit undertaking(s) in favour of NRL along with Construction Sub-Contractor(s) or Engineering Sub-Contractor(s) at the time of bid submission and, if selected, detailed agreement to be executed between such Bidder and Construction Sub-Contractor (only one) or Engineering Sub-Contractor (one) in accordance with requirements as mentioned in the Bidding Documents with respect to. such undertaking / detailed agreement.

7.2. **Financial Qualification Criteria**

The Bidder shall meet the following Financial Qualification Criteria:

7.2.1. **Annual Turnover**

- (a) **Bidder as a single entity:** The minimum average annual turnover of the Bidder during the 3 (three) immediately preceding financial years as per its audited annual financial statements shall be equivalent to: INR 5,300,000,000 (Indian Rupees Five Thousand Three Hundred Million) for Indian Bidders or USD 70,922,000 (US Dollars Seventy Million Nine Hundred Twenty Two Thousand) for foreign Bidders ("**Annual Turnover Criteria**").
- (b) **Consortium:** Lead Member shall meet 100% of the Annual Turnover Criteria set out in Clause 7.2.1(a) above. However, Member of the Consortium shall also separately meet 50% of the Annual Turnover Criteria set out in Clause 7.2.1(a) above, i.e. INR 2,650,000,000 (Indian Rupees Two Thousand Six Hundred Fifty Million) for Indian members or USD 35,461,000 (US Dollars Thirty Five Million Four Hundred Sixty One Thousand) for foreign members.

7.2.2. **Net Worth Criteria**

- (a) **Bidder as a single entity:** The minimum net worth of the Bidder as per its immediately preceding financial year's audited annual financial statement shall be equivalent to: INR 3,300,000,000 (Indian Rupees Three Thousand Three Hundred Million) for Indian Bidders or USD 44,159,000 (US Dollars Forty Four Million One Hundred Fifty Nine Thousand) for foreign Bidders ("**Net Worth Criteria**").
- (b) **Consortium:** Lead Member shall meet 100% of the Net Worth Criteria as set out in Clause 7.2.2(a) above. However, Member(s) of the Consortium shall also separately meet 50% of the Net Worth

Criteria as set out in Clause 7.2.2(a) above i.e. INR 1,650,000,000 (Indian Rupees One Thousand Six Hundred Fifty Million) for Indian members or USD 22,079,500 (US Dollars Twenty Two Million Seventy Nine Thousand Five Hundred) for foreign members.

7.2.3. 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)	:		
Net Worth (A+B+C-D-E)	:		

- (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.

7.3. DOCUMENTS AND DATA REQUIRED WITH BID

- 7.3.1. The Bidders are required to submit all such past experience(s) (PTR) meeting the Eligibility Criteria with relevant supporting documents in the first instance itself, along with their Bids to justify that the Bidders meet the Eligibility Criteria. Accordingly, only such past experience(s) shall be considered for qualification of the Bidders, details of which are provided in the Bids by the Bidders and subsequently, no additional past experience (PTR) which is not referred at all in the Bids in specific location, shall be permitted to be submitted by the Bidders and the Bids shall be evaluated in the following manner:

- (a) In case, a Bidder does not meet the Eligibility Criteria based on experience documents (copy of work order, completion certificate, performance certificate etc. as more specifically mentioned in the Eligibility Criteria) submitted by the Bidder in support of meeting the Eligibility Criteria, Bids may be rejected without issuing TQs/CQs. However, in case CQs/ TQs are issued, Bidders can be allowed to submit additional documents for any of the work out of the past experience(s) (PTR) list already submitted along with the Bid, to support their meeting the Eligibility Criteria.
- (b) No additional past experience(s) (PTR) (not specified in the list already provided by the Bidders in their Bids) shall be considered from the Bidders, since this would amount to substantive change

in the Bids.

7.3.2. Documents towards Technical Qualification Criteria:

Bidder shall provide proof of having undertaken and successfully met criteria for the qualifying project. Following are the indicative documentary proofs, for having met the Technical Qualification Criteria to be submitted along with the Bid by the Bidder:

- (i) Documents to be submitted with respect to BOO/BOOM/BOOT Contract.
 - (a) end user / Customer certificate – issued by End-user/ Customer. The certificate must include the following information:
 - date of Commencement of supply by the BOO / BOOM / BOOT Operator.
 - period of supply elapsed under BOO/BOOM/BOOT contract.
 - details of contact person (end-user).
 - production capacity (TPD).
 - quality (%purity) of gas.
 - confirmation that the unit is operational as on the last day of the month immediately previous to one in which bid is invited.
 - name of the technology provider, construction contractor and detailed engineering contractor.
 - (b) Relevant extract of priced/un-priced contract/agreement/work order for BOO/BOOT/BOOM for reference unit.
- (ii) Documents to be submitted with respect to Licensing experience (whether by self or Licensor Sub-Contractor):
 - (a) If the Bidder engages a Licensor Sub-Contractor for the Project, willingness from Licensor Sub-contractor in the form of undertaking shall be furnished in accordance with requirements as mentioned in the Bidding Documents with respect to such undertaking/detailed agreement
 - (b) Details of reference unit(s) including name, address, telephone number and email of contact person(s) for each reference unit.
 - (c) Relevant extracts of license agreement or relevant work order or contract agreement with the licensee as a proof of holding licensing rights. The extract should include the following as minimum:
 - cover sheet depicting name of project;
 - licensor-licensee definition
 - technology definition
 - date of signing
 - signature of licensor-licensee
 - (d) Relevant documents such as extract of engineering agreement or design basis or guarantee document as a proof of unit design capacity, feed definition and extracts of process flow diagram and heat and material balances in support of (1) Unit Capacity (2) type of feed and (3) H₂ purity (% purity).
 - (e) Communication from the licensee to support claim for:

- date of Commissioning
 - completion of at least two year of operation meeting desired operation
 - hydrogen purity (% purity).
- (iii) Documents to be submitted with respect to engineering experience (whether by self or Engineering Sub-Contractor):
- (a) if the Bidder engages an Engineering Sub-Contractor for this Project, willingness from Engineering sub-Contractor in the form of undertaking shall be furnished in accordance with requirements as mentioned in the Bidding Documents with respect to such undertaking / detailed agreement.
 - (b) relevant extract of work order/contract and completion certificate indicating the completion date.
 - (c) operation certificate from client indicating plant has completed operation for a minimum period of 2 years during last 15 years.
 - (d) documents supporting the reference unit capacity, % purity of gas & commissioning date of unit.
 - (e) undertakings by the Bidder and the Engineering Sub-Contractor in accordance with requirements as mentioned in the Bidding Documents with respect to such undertaking / detailed agreement.
 - (f) in case Bidder submits credentials of Engineering Sub-Contractor(s) (subject to a maximum of two sub-contractor(s)), Bidder shall submit above documents for each such Engineering Sub-Contractor.
- (iv) Documents to be submitted with respect to construction experience (whether by self or Construction Sub-Contractor):
- (a) if the Bidder engages a Construction Sub-Contractor for the Project, willingness from Construction Sub-Contractor in the form of undertaking shall be furnished in accordance with requirements as mentioned in the Bidding Documents with respect to. such undertaking / detailed agreement.
 - (b) relevant extract of work order/contract and commissioning certificate indicating the commissioning date.
 - (c) operation certificate from client indicating plant has completed operation for a minimum period of 2 years during last 15 years.
 - (d) documents supporting the reference unit capacity and % purity of gas
 - (e) undertakings by the Bidder and Construction Sub-contractor in accordance with requirements as mentioned in the Bidding Documents with respect to such undertaking / detailed agreement.
 - (f) in case Bidder submits credentials of Construction Sub-Contractor(s) (subject to a maximum of two sub-contractor(s)), Bidder shall submit above documents for each such Construction Sub-Contractor.

7.3.3. Documents towards Financial Qualification Criteria:

The Bidders shall submit details of its financial capacity for fulfilment of Financial Qualification 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 Qualification 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) for immediate preceding three financial years to fulfil the Financial Qualification Criteria.

Notes towards Financial Qualification 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 upto 31st December and financial details of immediately preceding financial year (year ending 31st 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.

- (b) In case the standalone audited financial statement of the Bidder / Member are not required to be published as per the law of the Bidder/ Member country then the Bidder shall submit the consolidated audited financial statement of the Bidder/ Member along with a certificate from the statutory auditor of the entity whose consolidated financial statements are being furnished, certifying the standalone Annual Turnover and standalone Net worth of the Bidder/ Member.

7.3.4. Conversion Factor for Annual Turnover & Networth:

- (a) In case, audited financial statement submitted by the Bidder towards qualification of Financial Qualification 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.
- (b) 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 following sources (in order of preference):
- <https://www.xe.com/currencyconverter>,
 - <https://www.oanda.com/currency/converter>,
 - <https://economictimes.indiatimes.com/markets/forex/currency-converter>

7.3.5. Unique Document Identification Number (UDIN): The Institute of Chartered Accountants of India at its 379th council meeting dated 17-18th December 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant in phased manner for the following service:

- (a) All certificates with effect from 1 February 2019.
- (b) GST and Income Tax Audit with effect from 1 April 2019.
- (c) All audit and Assurance Functions with effect from 1 July 2019.

In view of the above, bidder shall ensure that any certificate/ reports issued/ attested by a practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate/ reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

This requirement of including UDIN shall not be applicable for certificate/ reports issued/ attested by a chartered accountant practicing in foreign country.

7.3.6. 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) Duly certified 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.
- (c) Requirement of certification/ authentication as stated above shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.
- (d) Bidder shall submit the documents duly authenticated/ certified in original to the concerned person at address mentioned in the Bidding Documents.
- (e) 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.

7.4. 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.

7.5. 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 in accordance with the Bidding Documents 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/Consultant 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 tender 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/EIL.

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.

8. EVALUATION CRITERIA

- 8.1. The Bidders shall submit the Schedule of Prices in accordance with the format set out in the ITB and the guidelines mentioned therein for submitting prices under the Schedule of Prices. In the event, the Bidder does not submit prices for any of the item(s) of the Schedule of Prices, their Bid shall be rejected and not considered for the purpose of evaluation under the Bidding Documents.

9. GENERAL

- 9.1. NRL reserves the right to evaluate the Bids using in-house information.
- 9.2. No Insolvency Event should have occurred in relation to the Bidder as on the Bid Due Date.
- 9.3. The Bidders who are on Holiday/ Negative list of Consultant / 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.
- 9.4. The Bidders who are on holiday list of MoPNG/ any other oil public sector undertakings (PSU) are not eligible to submit Bids. The Bidder shall inform the status of their being on black listing / holiday listing by MoPNG and/ or other oil PSUs 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.
- 9.5. NRL / Consultant 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.
- 9.6. The provisions of Clauses 9.3, 9.4 and 9.5 shall also be applicable to all the Members of the Consortium.
- 9.7. 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 Consultant / NRL and their Bid Security, if any, shall be encashed.
- 9.8. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 9.9. NRL/ Consultant 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.
- 9.10. Unsolicited clarifications to the offer and/ or change in the prices during the validity period would render the bid liable for rejection.
- 9.11. For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 9.12. Bidder shall comply with the provisions as per [Annexure – II](#) towards "PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA".
- 9.13. For terms and conditions and other details/specifications, refer complete Bidding document and subsequent amendment(s), if any.

- 9.14. Clarification, if any, can be obtained from Mr. S. K. Singh / Mr. Mitesh Patel through following numbers/ email addresses:

Telephone no. +91-124-289 1341/1310

E-mail: mitesh.patel@eil.co.in; singh.sk@eil.co.in;

10. MISCELLANEOUS

- 10.1. 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.
- 10.2. 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

(S. K. Singh)
DGM (SCM)
Engineers India Ltd (Consultant)

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 alongwith 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/ EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I, _____, do hereby verify that the factual contents of this declaration are true and correct. No part of it is false and nothing material has been concealed there from.

(SIGNATURE)

(COMPANY SEAL)

NAME: _

UNDERTAKING

(ON BIDDER'S LETTERHEAD 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/ EIL, which entitle the NRL/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

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

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

Specimen Signature of authorized representative

Signature
Name and Designation
Date:

FORMAT FOR JOINT BIDDING AGREEMENT

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

THIS Joint Bidding 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 3 (three) MMTPA refinery at Numaligarh in the district of Golaghat, Assam since the year 2000 and is now executing a major expansion project of capacity augmentation from present 3 (three) MMTPA to 9 (nine) MMTPA.
- B. In relation to aforesaid, NRL had invited bids by the Invitation for Bids ("**IFB**") dated _____ for selection of a job worker to supply Hydrogen and HP Steam from HGU, on job-work basis, by using the raw materials and other utilities to be supplied by NRL, in accordance with the provisions of the Bidding Documents through international competitive bidding ("**Project**");
- C. The Members are interested in jointly bidding for the Project 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 Joint Bidding 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.
4. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), 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.
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 below in accordance with Clause 5.12.2(ii)(B) of the IFB without in any way limiting the scope of collective liability envisaged in this Agreement:

[Insert roles and responsibilities of consortium 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 Job Worker in terms of the Agreements. The Members further agree to be a confirming party to the Agreement to ensure successful performance of the Job Worker'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 all Members shall in aggregate hold equity share capital not less than 51% 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, for a minimum period of 3 (three) years from the First Delivery Date of the Project in accordance with the provisions of the Bidding Documents.

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. 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.
16. 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.
17. 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.
18. 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.
19. 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 these present on the Day, Month and Year first mentioned above.

For M/s[Member 1]

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

Witness:

1) Signature.....

Name

Address

2) Signature.....

Name

Address

For M/s[Member 2]

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

Witness:

2) Signature.....

Name

Address

2) Signature.....

Name

Address

For M/s[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 Joint Bidding 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 Joint Bidding 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 Joint Bidding 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.

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

REFER APPENDIX XII OF ITB

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 Jt. Bidding 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 ofand having its Registered /Head Office atas 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 Job Worker in accordance with Clause 6.3.2(c)(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.

INSTRUCTION TO BIDDERS

Attached separately

AGREEMENT – CONDITIONS TO CONTRACT

Attached separately