

1. DEFINITIONS

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

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

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

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

“Bid Due Date” means the last for submission of Bids pursuant to the terms of the IFB;

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

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

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

“Bids” shall have the meaning as set out in Clause 2.2 of this IFB;

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

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

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

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

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

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

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

“Eligibility Criteria” means collectively the Technical Eligibility Criteria and Financial Eligibility Criteria;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“MMTPA” means million metric tonnes per annum;

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

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

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

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

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

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

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

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

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

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

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

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

1.2. **Order of Precedence**

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

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

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

2. DISCLAIMER

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

3. INTRODUCTION

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

4. BRIEF SCOPE OF WORK

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

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

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

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

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

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

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

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

4.7. **Expiry of Agreement:**

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

5. **GENERAL INFORMATION TO BIDDERS**

- 5.1. The Bidders should read this IFB, ITB and other Bidding Documents in detail and assess and evaluate its capability for the Project before submission of its Bids.
- 5.2. The Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i). a constituent of such Bidder is also a constituent of another Bidder; or
 - (ii). such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other; or
 - (iii). Bidder, its Member or any Associate thereof; or
 - (iv). such Bidder has the same legal representative for purposes of submitting its Bid pursuant to the Bidding Process as any other Bidder; or
 - (v). such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (vi). such Bidder, or any Associate thereof has participated as a consultant to NRL in the preparation of

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

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

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

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

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

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

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

5.6. **Bid validity**

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

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

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

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

5.8. Right to Accept / Reject any or all Bids

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

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

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

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

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

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

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

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

6. SALIENT FEATURES OF BIDDING DOCUMENT AND ELIGIBILITY CRITERIA

S.NO.	SALIENT FEATURES	DETAILS
i)	Bidding Documents and subsequent addendum / corrigendum (if any) and its fee	: The complete bidding documents can be viewed and downloaded from CPP Portal (URL: https://eprocure.gov.in/eprocure/app) Tender details are also available on 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 – 16-08-2024 (hereinafter referred as date on which bid is invited (floated) on E-Procurement Portal to 16:00 Hrs (IST) – 13-09-2024
iii)	Bid Security	: ₹ 5 Core (Indian Rupees Five Crore only) 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 in the currency specified above. Bidders who fails to upload the Bid Security in the E-Procurement Portal within the Bid Due Date, their Bid shall be rejected. Further, the Bidder who fails to submit the Bid Security in original physical form within 10 (ten) days from the Bid Due Date, their Bid shall be rejected notwithstanding the uploaded copy of such Bid Security in the E-Procurement Portal. MSEs and startups are exempted from submission of Bid Security, please refer to detailed provisions set out in ITB in this regard. However, there will be no waiver of Bid Security for public sector undertakings of Central or State governments.

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