



INDIAN OIL CORPORATION LIMITED

(REFINERIES DIVISION)

GUJARAT REFINERY CAPACITY EXPANSION FROM 13.7 TO 18 MMTPA (J-18) PROJECT

PRE-QUALIFICATION BOOKLET

FOR

INVITATION OF PRE-QUALIFICATION BIDS FOR EPCC1 PACKAGE FOR NEW AVU UNIT OF 15 MMTPA NEW ATMOSPHERIC DISTILLATION VACUUM DISTILLATION UNIT SR LPG TREATER UNIT FOR GUJARAT REFINERY CAPACITY EXPANSION FROM 13 7 MMTPA TO 18 MMTPA J-18 PROJECT AT IOCL GUJARAT REFINERY VADODARA GUJARAT, INDIA ON EPCC/LSTK BASIS WITH SINGLE POINT RESPONSIBILITY.

(PQ BOOKLET NO: 077154C-000-PQ-701)

Prepared and Issued By:




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|  TechnipFMC |  | PROJECT | IOCL- Gujarat Refinery | | |
| | | | J18 Capacity Expansion Project | | |
| | | CLIENT | INDIAN OIL CORPORATION LIMITED | | |
| Pre-Qualification Booklet-EPCC-1 | Project No. 077154C001 | Document no. 077154C-000-PQ-701 | | Rev. No. E | Page 1 of 65 |

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CHAPTER – 1


ABRIDGED VERSION OF INVITATION FOR PRE-QUALIFICATION

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|  TechnipFMC | Indian Oil |  IndianOil |
| CIN-L23201 MH 1959 GOI 011388 Refineries HQ, New Delhi | | |
| INTERNATIONAL COMPETITIVE BIDDING NOTICE INVITING E- TENDER FOR PREQUALIFICATION OF BIDDERS | | |
| NIT No.: 077154C-000-PQ-701 | | |
| Name of Work: EPCC-1 PACKAGE FOR NEW AVU UNIT OF 15 MMTPA (NEW ATMOSPHERIC DISTILLATION + VACUUM DISTILLATION UNIT + SR LPG TREATER UNIT) FOR "GUJARAT REFINERY CAPACITY EXPANSION FROM 13.7 MMTPA TO 18 MMTPA (J-18) PROJECT" AT IOCL GUJARAT REFINERY, VADODARA, GUJARAT, INDIA ON EPCC/LSTK BASIS WITH SINGLE POINT RESPONSIBILITY. | | |
| Download Period: From 15.00 HRS on 27/06/2018 to 14.30 HRS on 11/07/2018 | | |
| Bid submission upto: Up to 15.00 HRS on 11/07/2018 | | |
| Contact person (s): - Name: Sai Ramesh Babu Telephone No: +91 44 22303403 Email : sairamesh.babu@technipfmc.com | | |
| Note: - Visit https://iocletenders.gov.in to download PQ document. Addendum / Corrigendum if any, shall be hosted on this website only | | |
| IOCL Regd Office: G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400051, Maharashtra (India) | | |

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CHAPTER – 2

INVITATION FOR PRE-QUALIFICATION BIDS

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INVITATION FOR PRE-QUALIFICATION BIDS

FOR

EPCC-1 PACKAGE FOR NEW AVU (15 MMTPA) UNIT PACKAGE (NEW ATMOSPHERIC DISTILLATION + VACUUM DISTILLATION UNIT + SR LPG TREATER UNIT) FOR “GUJARAT REFINERY CAPACITY EXPANSION FROM 13.7 TO 18 MMTPA (J-18) PROJECT” AT IOCL GUJARAT REFINERY, VADODARA, GUJARAT, INDIA ON EPCC/LSTK BASIS WITH SINGLE POINT RESPONSIBILITY.

(INTERNATIONAL COMPETITIVE BIDDING)

(TENDER NO.: 077154C-000-PQ-701)

1.0 INTRODUCTION

- 1.1 Indian Oil Corporation Limited (IOCL) is India's flagship National Oil Company, with business interests that straddle the entire hydrocarbon value chain - from refining, pipeline transportation and marketing of petroleum products to exploration & production of crude oil & gas as well as marketing of natural gas and petrochemicals. It is the highest ranked Indian corporate in the prestigious Fortune 'Global 500' listing, ranked at the 168th position for the year 2017. IOCL and its subsidiaries have a dominant share of the petroleum products' market, national refining capacity and downstream sector pipelines capacity. With a strong workforce, IOCL has been helping to meet India's energy demands for over five decades now. IOCL and its subsidiaries own and operate 11 of India's 23 refineries with a combined refining capacity of **80.7 MMTPA** (million metric tons per annum) and its cross-country network of crude oil, product and gas pipelines is the largest in the country, meeting the vital energy needs of consumers in an efficient and environment-friendly manner.
- 1.2 As a capacity expansion program, IOCL intend to increase the capacity of its Gujarat Refinery from existing 13.7 to 18 MMTPA by setting up a new AVU unit of capacity 15 MMTPA along with an associated SR LPG Treater unit of Capacity 200 TMTA at its Gujarat Refinery in the state of Gujarat near Vadodara on the west coast of India. IOCL has appointed Technip India Limited (TPIL) as their Project Management Consultant (PMC) for capacity expansion (from 13.7 to 18 MMTPA) of Gujarat Refinery of Indian Oil Corporation Limited, India.
- 1.3 IOCL desires to select technically and commercially qualified EPCC Contractor to install the new AVU unit of 15 MMTPA along with an associated SR LPG Treater unit of Capacity 200 TMTA in a site inside the Gujarat Refinery plot area on Lumpsum Turnkey (LSTK) basis with single point responsibility.

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- 1.4 TECHNIP INDIA LIMITED (TPIL) as PMC Consultant invite e-bids on behalf of IOCL for pre-qualification of new **AVU PACKAGE (New Atmospheric Distillation + Vacuum Distillation Unit (AVU) + SR LPG Treater Unit)** on an Open Global Tender basis under **Two stage (Stage 1: Prequalification bid and Stage 2: Techno-commercial and priced offer) two bid system (Part-1: Techno commercial and Part-2 Price Part)** from competent agencies with sound technical and financial capabilities fulfilling the Qualification Criteria as below.

2.0 BRIEF SCOPE OF WORK:

- 2.1 The scope of work shall include Residual Process Design, Detailed Engineering (including HAZOP/ SIL study), Site enabling jobs, Topography survey and soil investigation, Overall Project Management, Total Procurement (including Catalyst and chemicals), Fabrication, Manufacturing, Quality Assurance, Inspection & Expediting (including Third party inspection), Supplies, Transportation, Insurance, Storage of all equipment, Materials, Items and other construction Materials, Assembly, Erection, Construction, Installation of Tie-in-points of Piping, Instrumentation, Electrical, Testing, Insulation, Painting, First fill of Chemicals and lubricants, Obtaining all statutory approvals (except for Environment Clearance which shall be obtained by Owner), establish separate project stores, Fabrication yards, and project office outside the Gujarat Refinery Complex premises, Construction Management & supervision, Pre-commissioning and Mechanical completion of the Plant, Preparation of Plant specific operating manuals, start-up, Assistance in Commissioning/ Commissioning and Performance guarantee test run (PGTR) and handing over of all the project facilities to Owner including supply of mandatory/recommended spares with all contract closure activities including Final invoice/ Billing and document handover with Final and "As Built" documentation to Owner on EPCC/LSTK BASIS WITH SINGLE POINT RESPONSIBILITY based on FEED Package provided by Technip India Limited (TPIL) for Atmospheric Distillation & Vacuum Distillation unit (AVU) + SR LPG Treater Unit for "GUJARAT REFINERY CAPACITY EXPANSION FROM 13.7 MMPTA to 18 MMTPA (J-18) PROJECT".

- 2.2 Process units covered under this package are as follows:

| SI No. | Description | Capacity |
|--------|---|-----------|
| 1 | Atmospheric Distillation & Vacuum Distillation unit (AVU) | 15 MMTPA |
| 2 | SR LPG Treater Unit | 200 TMTPA |

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3.0 SALIENT FEATURES OF PQ BOOKLET:

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|---|---|---|
| a. | PQ booklet No | 077154C-000-PQ-701 |
| b. | Name of Work | EPCC-1 PACKAGE FOR NEW AVU (15 MMTPA) UNIT PACKAGE (NEW ATMOSPHERIC DISTILLATION + VACUUM DISTILLATION UNIT + SR LPG TREATER UNIT) FOR "GUJARAT REFINERY CAPACITY EXPANSION FROM 13.7 TO 18 MMTPA (J-18) PROJECT" AT IOCL GUJARAT REFINERY, |
| c. | Availability of PQ booklet on website for viewing & downloading | From 15.00 HRS on 27/06/2018 to 14.30 HRS on 11/07/2018 Website: https://iocletenders.gov.in |
| d. | Clarifications, if any | 1. Name: Sai Ramesh Babu Telephone No: +91 44 22303403 Email: sairamesh.babu@technipfmc.com 2. Name: PSS Ganapathy Telephone: +91 44 22303303 Email: ganapathy.psayeesankara@technipfmc.com |
| e. | Last date of submission of PQ bids on e-tendering website | Upto 15.00 HRS on 11/07/2018 Website: https://iocletenders.gov.in |
| f. | Opening of PQ Bids | 15.00 HRS on 12/07/2018 |
| g. | Cost of PQ bid document (Non-Refundable) | NIL |
| H | Bid Language | English |
| Note: If any of the dates mentioned above occur on declared holiday in IOCL/CONSULTANT, the next working day shall be considered | | |

NOTE:

- All amendments/ addendums/ corrigendum, time extension, clarifications etc. shall be uploaded in the above-mentioned website only and shall not be published in Newspapers. **Bidders should regularly visit the above website to keep themselves updated and submit their PQ bids based on the latest information/ instructions hosted in website.**
- As a practice, any request for extension of bid submission date shall not be entertained. However, OWNER/ CONSULTANT may extend the due date of PQ bid submission if necessary.

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4.0 TIME SCHEDULE FOR COMPLETION

| LSTK Packages | Unit Description | Time Schedule |
|---------------|--|---|
| Package 1 | New Atmospheric Vacuum Distillation Unit (AVU) | Expected Completion schedule upto commissioning is 30 Months for Mechanical Completion (MC) and thereafter 2 months for Commissioning (with 2 months' grace period for MC - with the condition that if MC is delayed beyond 32 months (including grace period of 2 months) then Price reduction clause PRS will apply beyond the original schedule of 30 months for Mechanical Completion). The date will be counted from the date of issue of Fax of Acceptance (FOA). |
| | Straight Run (SR) LPG Treater | |

5.0 PROSPECTIVE BIDDERS WHO CAN BID FOR THE EPCC-1 AVU PACKAGE:

5.1 All prospective Bidders to kindly take note of the following clauses, which need to be adhered strictly while bidding against this Pre-qualification requirements for the job:

5.1.1 Sole Bidder- Indian Bidder: An Indian Bidder who meets the Pre-qualification Criteria (Technical/Financial/Commercial criteria) indicated in clause 6.1.

5.1.2 Sole Bidder- Foreign Bidder: A Foreign Bidder who meets the Pre-qualification Criteria (Technical/Financial/Commercial criteria) indicated in clause 6.1 can quote directly subject to the condition that atleast **one or two or three similar jobs** against which they are being qualified (under Technical/Commercial criteria in clause 5.2) should have been executed in India.

5.1.3 Consortium / Joint Venture (JV) to be formed by maximum Two (02) members (One leader and one member) are also acceptable. Consortium/JV agreement shall be in any form as mentioned below:

a) A Foreign Company with an Indian Company having working experience in India and both meeting the specific conditions mentioned in Clause 6.2

OR

b) A Foreign Company Bidder with its Indian Subsidiary/Affiliate (in whose entity, the majority control is held by the Foreign Bidder) and both meeting the specific conditions mentioned in Clause 6.3,

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OR

- c) Both Indian Companies, who meets the Pre-qualification Criteria (Technical/Financial/Commercial criteria) indicated in clause 6.4.

5.2 TECHNICAL, COMMERCIAL AND FINANCIAL CRITERIA

For the purpose of this bid document, following criteria shall apply:


5.2.1 TECHNICAL CRITERIA

5.2.1.1 Similar work/Project/job

Similar work shall mean the work involving Project Management, Residual Process Engineering, Detailed Engineering including Design, Procurement/Fabrication, Inspection, Erection, Construction, Pre-commissioning and Commissioning / Commissioning Assistance of grass root Process Unit(s) as defined under similar Process units in clause 5.2.1.2 below with or without offsite and utilities, on EPC/LSTK/EPCC basis in Hydrocarbon Sector (**in Refineries or Petrochemicals unit or On-shore Gas processing Plants**) in India / Abroad.

In case the Bidder is unable to meet the above criteria, on its own in terms of Residual Process Engineering, Detailed Engineering including Design, but meets the criteria in terms of Project Management, Procurement, Fabrication, Inspection, Erection, Construction, Pre-commissioning and Commissioning / commissioning assistance, the bidder can also be considered, provided:

- Bidder engages sole Engineering Sub-contractor, who shall have carried out Residual Process Design and Detailed Engineering of at least one of the Units as referred in Clause 5.2.2 below and such reference unit must have been commissioned within the last 10 years ending on last day of the month immediately previous to the month in which last date of bid submission falls and should have been in satisfactory operation for atleast one (1) year after commissioning. Documentary evidence from Owner/End User in this regard shall be submitted by the Bidder.
- Along with PQ bid, the Bidder shall furnish Memorandum of Understanding (MoU) with the Engineering Sub-contractor for executing the residual process design and detail engineering. The MoU shall be valid for at least 4 (Four) years or upto the defect liability period from the scheduled commissioning time period whichever is later, from the date of scheduled bid submission. The engineering sub-contractor shall not be changed during execution of job without prior approval of Owner/Consultant.
- The Bidder shall position its personnel (to be approved by Owner / PMC later) at the design centre of the Engineering sub-contractor to control, monitor and approve the Residual Process Engineering, Detailed Engineering including Design work/ deliverables of the Engineering sub-contractor prior to their issuance for review/ approval by Owner/ PMC.

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5.2.1.2 Similar Process units

Similar Process units shall mean the following grass root units in Hydrocarbon Sector **(Refineries or Petrochemical or Onshore Gas Processing Plant)**, with or without associated off-sites and utilities, in India/Abroad as under:

- Atmospheric Distillation and/or Vacuum Distillation Unit (AVU)/ Condensate Distillation unit
- Fluid Catalytic Cracking Unit / RFCC Unit (Residue Fluidised Catalytic Cracking) Unit / Indmax unit
- Isomerization Unit (ISOM)
- Hydrocracker Unit
- Naphtha Hydrotreater / Continuous Catalytic Reforming Unit / Catalytic Reforming Unit
- Diesel Hydrodesulphurization Unit / Diesel Hydrotreating Unit
- Delayed Coker unit
- VGO Hydro-Treating Unit /
- Hydrogen Unit
- Naptha Cracker Unit/ Gas Cracker Unit
- Aromatic Complex (Comprising of Naphtha Hydro Treater/ Continuous Catalytic Reformer/ Isomerization/ Xylene Fractionation / Para-Xylene Recovery)
- Polymer Unit: (Polypropylene (PP) or High Density Polyethylene (HDPE) or Linear Low Density Polyethylene (LLDPE) / Swing unit)
- Purified Terephthalic Acid (PTA) Unit
- Mono Ethylene Glycol (MEG)
- Linear Alkyl Benzene (LAB)
- Sulphur Recovery Unit

Revamp and debottlenecking of above mentioned units will not be considered as qualifying project reference except as provided under clause 6.2.1 & 6.3.1 & 6.4.1 under this PQC.

The Units referred above must have been commissioned within the last 10 years ending on last day of the month immediately previous to the month in which last date of bid submission falls and should have been in satisfactory operation for atleast one (1) year after commissioning. Documentary evidence from OWNER/End User in this regard shall be submitted along with the bid.

5.2.1.3 Completion Date

“Completion date” shall mean the date of successful commissioning of the process units of the reference projects/units submitted against the prequalification criteria.

5.2.2 FINANCIAL CRITERIA

5.2.2.1 The Annual Turnover of single bidder shall be equal to or more than **INR 573.48 Crores or USD 85.59 Million** during at least one of the last three preceding financial years, i.e. 2017

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– 2018, 2016 - 2017 and 2015 - 2016, or financial year ending 31.12.2017, 31.12.2016 & 31.12.2015 as applicable or as defined in clause 7.4 of this PQ document for 3 (three) preceding financial years.

5.2.2.2 Proof of Annual Turnover shall be submitted in form of Audited Financial Statements.

5.2.2.3 The Financial net worth of the bidder as per the audited financial results of immediate preceding financial year shall be positive. To establish the same, bidder shall furnish the latest Audited Financial Statement including Auditors reports, Audited Balance sheet, Profit & Loss Account, Notes, Annexures (if any) etc.

In case Net worth is negative, the bid shall be considered for further evaluation only if the bidder provides an undertaking from Financial institutions towards “financial support for executing orders in case of order placement on them”.

5.2.3 COMMERCIAL CRITERIA

For commercial experience, the bidder, as a main or as a sub-contractor should have executed/completed at least **one or two or three contract(s)** involving similar nature work (defined under clause 5.2.1) of minimum value(s) as indicated below during the last 10 (Ten) years ending on last day of the month immediately previous to the month in which last date of bid submission falls:


- **Three (3) “similar” completed contracts each having similar works valuing not less than the amount equal to INR 764.64 Crores or USD 114.13 Million.**
OR
- **Two (2) “similar” completed contracts each having similar works valuing not less than the amount equal to INR 1019.52 Crores or USD 152.17 Million.**
OR
- **One (1) “similar” completed contract having similar works valuing not less than the amount equal to INR 1274.40 Crores or USD 190.21 Million**

The above values of completed work shall be inclusive of taxes & duties.

The Units referred above must have been commissioned within the last 10 years ending on last day of the month immediately previous to the month in which last date of bid submission falls and should have been in satisfactory operation for atleast one (1) year after commissioning. Documentary evidence from OWNER/End User in this regard shall be submitted along with the bid.

5.2.4 PF (Provident Fund) Registration

- i. Indian Bidders who would like to quote directly shall have Indian PF Registration in their own name and submit Copy of the PF Registration Certificate along with the Bid.

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- ii. Foreign Bidders who would like to quote directly shall have Indian PF Registration in their own name and submit Copy of the PF Registration Certificate along with the Bid. In case such Foreign bidders do not have PF registration number during Bidding and they happen to become successful Bidder, they shall arrange for PF Registration within 30 days of award of job.
- iii. In case of Foreign Bidder who participates in the Bidding through Consortium/JV arrangement, the Foreign Bidder themselves or the Indian Member (of Consortium/JV) shall have Indian PF Registration in their name and submit Copy of the PF Registration Certificate along with the Bid.
- iv. In case of Consortium/JV arrangement between the Indian Bidders, both the Members shall have Indian PF Registration in their names and submit Copy of the PF Registration Certificates along with the Bid.
- v. In case of Bidding through JV/Consortium arrangement (under any combination as specified in SI.No.5.1.3 above), after award of the job, if so required, the successful Bidder shall ensure any change/modification of PF Registration as per the applicable statutory provisions to facilitate smooth execution of the jobs.
- vi. Bids of such Bidders, who shall not submit valid PF registration certificate as per above requirement, will be rejected.

6.0 PRE-QUALIFICATION CRITERIA (PQC) FOR PROSPECTIVE BIDDERS:



All prospective bidders have to meet pre-qualification criteria mentioned either under the Clause 6.1 or clause 6.2 or clause 6.3 or clause 6.4, as applicable to the bidders. The bidder cannot combine the clauses 6.1 or 6.2 or 6.3 or 6.4 in meeting the pre-qualification criteria for this subject tender.

6.1 Pre-Qualification Criteria for Sole Indian and Sole Foreign bidder

A Sole Indian bidder who meets the criteria (**Technical, Financial and Commercial**) as defined under clause 5.2 above and is qualifying on their own as Sole bidder.

A Sole Foreign Bidder who meets the Criteria (Technical/Financial/Commercial criteria) as defined under clause 5.2 can quote directly subject to the condition that atleast **one or two or three similar jobs** against which they are being qualified under clause 5.2 should have been executed in India.

6.2 Pre-Qualification criteria for Consortium/JV of a Foreign Bidder with an Indian Company having working experience in India

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A Foreign Bidder who meets the criteria (**Technical, Financial and Commercial**) as defined under clause 5.2 above and is forming a Consortium/JV with an Indian Company who meets the Pre-qualification Criteria (Technical /Financial/Commercial as mentioned in clause 6.2.1 below). In addition, the Indian member shall have Indian PF registration in their name and submit copy of the PF registration Certificate along with the bid.

The Foreign bidder shall be leader of the Consortium/JV.

6.2.1 Pre - Qualification Criteria for Indian Consortium / JV member having working experience in India

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| 6.2.1.1 Technical Experience Criteria | <p>The Indian Consortium/JV member having working experience in India, shall possess experience of having executed project in the Hydrocarbon Sector (Viz Refineries, Petrochemicals, Gas, Gas Processing-Onshore / Offshore) in India. The experience should be for at least Procurement & Construction or Construction activities for Project work of setting up of any (new / revamp) Process Unit / Offsite & Utilities work in the above referred Hydrocarbon Sector.</p> <p>The Units referred above must have been commissioned within the last seven (7) years ending on last day of the month immediately previous to the month in which last date of bid submission falls and should have been in satisfactory operation for atleast one (1) year after commissioning. Documentary evidence from OWNER/End User in this regard shall be submitted along with the bid.</p> |
| 6.2.1.2 Financial Criteria (Annual Turnover- ATO) | <p>The Annual Turnover of the Indian Consortium/JV member shall be equal to or more than INR 200.72 Crores or USD 29.96 Million during at least one of the last three preceding financial years, i.e. 2017 – 2018, 2016 – 2017 and 2015 - 2016, or financial year ending 31.12.2017, 31.12.2016 & 31.12.2015 as applicable or as defined in clause 7.4 of this PQ document.</p> <p>Proof of Annual Turnover and Net worth shall be submitted in form of Audited Financial Statements, as defined in Clause 5.2.2.2 & 5.2.2.3 above.</p> |
| 6.2.1.3 Commercial Experience Criteria | <p>For commercial experience, the Indian Consortium/JV member, as a main or as a subcontractor, should have executed at least one or two or three contract(s) involving works (as per clause 6.2.1.1 above) of minimum value(s) as indicated below.</p> <p>Three (3) completed contracts each having works (as defined under clause 6.2.1.1) valuing not less than the amount equal to INR 267.62 Crores or USD 39.94 Million.</p> <p style="text-align: center;">OR</p> <p>Two (2) completed contracts each having works (as defined under clause 6.2.1.1) valuing not less than the amount equal to INR 356.83 Crores or USD 53.25 Million.</p> <p style="text-align: center;">OR</p> |

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| | One (1) completed contract having works (as defined under clause 6.2.1.1) valuing not less than the amount equal to INR 446.04 Crores or USD 66.57 Million The above values of completed work shall be inclusive of taxes & duties. |
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6.3 Pre-Qualification criteria for Consortium/JV of a Foreign Bidder with their Indian Subsidiary / Affiliate

Foreign Bidder who meets the criteria (**Technical, Financial and Commercial**) as defined under clause 5.2 above and is forming a Consortium/JV with their Indian Subsidiary/Affiliate who meets the Pre-qualification Criteria (Technical /Financial/Commercial as mentioned in clause 6.3.1 below). In addition, the Indian member shall have Indian PF registration in their name and submit copy of the PF registration Certificate along with the bid.

The Foreign bidder shall be leader of the Consortium or JV.

6.3.1 Pre - Qualification Criteria for Indian Consortium / JV member, who is Subsidiary / Affiliate of Foreign Bidder

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| 6.3.1.1 Technical Criteria | <p>The Indian Affiliate/Subsidiary shall possess experience of Engineering / Procurement / Construction work of Project for setting up of any (new/ revamp) process unit / offsite & utilities in the hydrocarbon sector (viz Refineries, Petrochemicals, Gas, Gas Processing units (Onshore/Offshore))</p> <p>The experience of working for either their Parent or Holding Company is also acceptable provided the work order/service agreement for the work is submitted by the Bidder. Additionally, supporting documents (eg., tax paid invoices / remittance proof etc) for financial transactions between Parent / Holding company and its Affiliate / Subsidiary, towards the work done for Parent / Holding company shall be submitted along with PQ bid.</p> <p>The Units referred above must have been commissioned within the last seven (7) years ending on last day of the month immediately previous to the month in which last date of bid submission falls and should have been in satisfactory operation for atleast one (1) year after commissioning. Documentary evidence from OWNER/End User in this regard shall be submitted along with the bid.</p> <p>Indian Subsidiary/Affiliate member should be established in India for last 7 Years (ending on last day of the month immediately previous to the month in which last date of bid submission falls). Documentary evidence in this regard shall be submitted by the Bidder.</p> <p>The Indian Subsidiary/Affiliate should have current manpower of at least 220 People (Technical – Project Management, Engineering, Procurement,</p> |
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| | HSE, Inspection, Installation, Construction etc) on their rolls in India as on the date of submission of PQ bid. The authorised signatory of the bidder shall furnish an affidavit in this regard duly signed and notarized along with PQ bid. |
| 6.3.1.2 Financial Criteria | <p>The Annual Turnover of the Indian Subsidiary/Affiliate shall be equal to or more than INR 86.02 Crores or USD 12.84 Million during at least one of the last three preceding financial years, i.e. 2017 – 2018, 2016 – 2017 and 2015 - 2016 or financial year ending 31.12.2017, 31.12.2016 & 31.12.2015 as applicable or as defined in clause 7.4 of this PQ document.</p> <p>Proof of Annual Turnover and Net worth shall be submitted in form of Audited Financial Statements as defined in Clause 5.2.2.2 & 5.2.2.3 above.</p> |
| 6.3.1.3 Commercial Criteria | <p>The Indian Affiliate/Subsidiary, as a main or as subcontractor, should have executed/completed at least one or two or three contract(s) involving works (as per clause 6.3.1.1 above) of minimum value(s) as indicated below.</p> <p>Three (3) completed contracts each having works (as defined under clause 6.3.1.1) valuing not less than the amount equal to INR 114.64 Crores or USD 17.11 Million.</p> <p style="text-align: center;">OR</p> <p>Two (2) completed contracts each having works (as defined under clause 6.3.1.1) valuing not less than the amount equal to INR 152.92 Crores or USD 22.82 Million.</p> <p style="text-align: center;">OR</p> <p>One (1) completed contract having works (as defined under clause 6.3.1.1) valuing not less than the amount equal to INR 191.16 Crores or USD 28.53 Million</p> <p>The above values of completed work shall be inclusive of taxes & duties.</p> |

6.4 Pre-Qualification criteria for Consortium / JV of Indian Companies

Consortium/JV to be formed for bidding in this job shall comprise of maximum two (02) Indian Companies (One leader and One member)

The leader of the Consortium/JV who meets the criteria (Technical, Financial and Commercial) as defined in Clause 5.2 above and is forming a Consortium/JV with the Indian company who meets the Pre-qualification Criteria (Technical /Financial/Commercial) as mentioned in clause 6.4.1 below. Both the members shall have Indian PF registration in their names and submit copy of the PF registration Certificate along with the bid.

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6.4.1 Pre - Qualification Criteria for Indian Consortium / JV member (other than the Leader)

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| 6.4.1.1 Technical Criteria | <p>The member Indian company (other than Leader) shall possess experience of having worked in the Hydrocarbon Sector (viz Refineries, Petrochemicals, Gas, Gas Processing-Onshore in India). The experience could be for at least Procurement & Construction or Construction activities for Project Work of setting up of any (new/revamp) Process Unit/ Offsite & Utilities work in above referred Hydrocarbon Sector.</p> <p>The Units referred above must have been commissioned within the last seven (7) years ending on last day of the month immediately previous to the month in which last date of bid submission falls and should have been in satisfactory operation for atleast one (1) year after commissioning. Documentary evidence from OWNER/End User in this regard shall be submitted along with the bid.</p> |
| 6.4.1.2 Financial Criteria | <p>The Annual Turnover of the Indian Consortium member bidder shall be equal to or more than INR 200.72 Crores during at least one of the last three preceding financial years, i.e. 2017 – 2018, 2016 ~ 2017 and 2015 ~ 2016, or financial year ending 31.12.2017, 31.12.2016 & 31.12.2015 as applicable or as defined in clause 7.4 of this PQ document.</p> <p>Proof of Annual Turnover and Net worth shall be submitted in form of Audited Financial Statements, as defined in Clause 5.2.2.2 & 5.2.2.3 above.</p> |
| 6.4.1.3 Commercial Experience Criteria | <p>For commercial experience, the Indian Consortium/JV member, as a Main or as Subcontractor, should have executed/completed at least one or two or three contract(s) involving works (as per clause 6.4.1.1 above) of minimum value(s) as indicated below.</p> <p>Three (3) completed contracts each having works (as defined under clause 6.4.1.1) valuing not less than the amount equal to INR 267.62 Crores or USD 39.94 Million.</p> <p style="text-align: center;">OR</p> <p>Two (2) completed contracts each having works (as defined under clause 6.4.1.1) valuing not less than the amount equal to INR 356.83 Crores or USD 53.25 Million.</p> <p style="text-align: center;">OR</p> <p>One (1) “similar” completed contract having works (as defined under clause 6.4.1.1) valuing not less than the amount equal to INR 446.04 Crores or USD 66.57 Million</p> <p>The above values of completed work shall be inclusive of taxes & duties.</p> |

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6.5 Specific provisions for Consortium / Joint Venture (JV) to be formed for Bidding under clauses 6.2, 6.3 & 6.4:

- a. For assessing the experience of Consortium/JV Leader or member against clause 6.2 or 6.3 or 6.4 above, the Leader/members experience as a Consortium/JV member in a previous project executed on a Consortium/JV basis shall also be considered provided the Leader/Member is able to submit proper proof (including the division of scope of work between the Consortium/JV members) to the Owner to substantiate their claim against the required experience. The above Consortium Leader/JV Leader may bid for this project with same Consortium/JV member or with a new member.
- b. The overall Project Management shall be performed by the Leader. The members of the Consortium shall assume responsibility jointly and severally and shall submit Agreement/Memorandum of Understanding (MoU) along with the bid clearly defining the scope and responsibility of each member including the leader. The MOU shall be converted to a definitive agreement between the parties within one month after award of job. The Agreement must remain in force till the pendency of the Contract including defect liability period.
- c. The Consortium/JV Leader and the distribution of work among the Consortium/JV members shall be identified and submitted along with the bid and shall not be changed thereafter. (See Appendix- I for format.)
- d. The distribution of work between Consortium or JV members as on date of the PQ bid submission would be such a minimum 35% (but not more than 49%) of Contract Value shall be executed by the member (other than Leader) of the Consortium/ JV and the billing schedule shall be drawn up after award of work accordingly.
- e. All member firms/Companies of the Consortium/JV shall be jointly and severally bound to the Owner for the fulfilment of the terms of the Contract and shall authorise the Leader Member of the Consortium/JV with authority to bind the Consortium, through a Power of Attorney given jointly by all the members to the Lead Member.
- f. The selected leader of the Consortium shall be authorised to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium.
- g. Members of the Consortium shall be liable jointly and severally for the performance of the Contract and discharge of the Contractor's obligations and liabilities under the Contract. including the leader. The MOU shall be converted to a definitive Agreement between the parties within one month after award of job. The Agreement must remain in force at least till the pendency of the Contract including defect liability period.
- h. Each consortium member will provide separate bank guarantees of 10% of their respective scope and contract values, as per contract terms towards Contract performance, Security deposit etc and the combined Performance Bank guarantee shall be 10% of the total contract value.

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7.0 Documentation:


7.1 The bidder shall, in his own interest, furnish complete documentary evidence, as under, to justify that the bidder meets the Qualification Criteria as given under **clause 6.1 or 6.2 or 6.3 or 6.4** above.

7.2 Owner/PMC, at their own discretion, may obtain feedback from the end customer on the information provided in the documents or otherwise. In case the information provided in the documents submitted and feedback obtained from the end customer is found to be in wide variance, this may lead to the rejection and black listing of the bidder and debarring him from participating in the future IOCL tenders.

7.3 For meeting the Pre-qualification criteria (Technical and Commercial):



7.3.1 Documents for successfully executed and completed Projects

- a) The Bidder shall furnish documentary evidence in terms of successful execution of the job fulfilling the qualification criteria for themselves as well as their proposed Engineering Sub-Contractor / Consortium minority member, as applicable, in form of:
 - i) The copy of work order(s)/ contract agreement(s)/ relevant pages of contract document(s) indicating the Name of the agency placing order, name of the end customer, Type of project, Name of the unit, customer contract value, Date of placement of order, and the detail scope of work.
 - ii) Completion certificate(s) by Owner/ PMC/ Consultant indicating PO no. reference, name of unit, executed value, certificate(s) of commissioning, date of commissioning of previous plants from owner/end customer/PMC/Consultant.
 - iii) Certificate of Satisfactory operation for atleast one year after commissioning from Client/ Owner indicating the name of unit, date of issuing the certificate, date of plant commissioning, any major breakdown leading to prolonged shutdown of the unit.
- b) Furnish the name, designation and contact details like address, email id, telephone/mobile no. etc of the end customer/owner's person/persons who can be contacted in case IOCL/PMC desires to obtain feedback about the contract management and plant/unit performance.
- c) A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the technical and commercial experience criteria of PQ subject to submission of following documents in support of meeting the "Pre-qualification Criteria":
 - i. Copy of work order along with SOR issued by main contractor.
 - ii. Bidder has to submit a Certificate from the End User/ Owner/Consultant of the Owner stating that the Main Contractor has intimated them about the engagement of Bidder as a Sub-Contractor OR the Bidder had been allowed/permitted as a Sub-Contractor in the concerned job(s). (This is not required in those cases where Completion

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Certificate/Commissioning Certificate issued in the name of Bidder directly by the End User/ Owner/Consultant of the Owner is available). The Copy of Certified Final Bill/TDS Details against the concerned job shall also be submitted by the Bidder, if so required by IOCL/Consultant

- iii. Copies of Completion Certificates from the Owner / PMC/consultant and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc. In case bidder is not able to furnish the completion certificates from the Owner/Consultant in his name then completion certificate issued in the name of main Contractor shall also be considered as proof of completion.
- iv. If the bidder cites any reference of a job executed for IOCL or executed for some client through Consultant and the bidder is not able to furnish documentary evidence, the internal records of IOCL or Consultant (as the case may be) shall be considered.
- d) If the bidder cites any reference of a job executed for IOCL or executed for some client through PMC (Technip India) and the bidder is not able to furnish documentary evidence, the internal records of IOCL or Technip (as the case may be) shall be considered.
- e) EPC/EPCC/LSTK jobs carried out on Open-Book Estimate / Cost-Reimbursable basis shall also be considered against the requirements under Technical Criteria as well as commercial experience criteria.**
- f) Job references executed on EPCM mode of project execution are not acceptable.**
- g) In case, the Bidder has executed multiple process units under single EPC/EPCC/LSTK Contract, experience of the complete composite contract shall be considered (against the value requirements as mentioned under clause 5.2 above) if the bidder has executed atleast one of the similar process Units as mentioned in Clause 5.2 under this composite contract.**
- h) The Bidder shall not be allowed to use the credentials of its parent or any group company to meet the PQC Criteria.
- i) Experience of bidding entity only shall be considered. A job executed by a bidder for its own plant/ projects can't be considered as experience for the purpose of meeting requirement of PQC of the Bidding Document. However, jobs executed for Subsidiary/ Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting PQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company. Such documentary proof shall be submitted in addition to the other documents required for meeting PQC as per the PQ.
- j) For Indian Bidder, Order value(s) in multiple currencies shall be converted to equivalent INR at the exchange rate of SBI bill selling rate as on the date of award of such previously executed qualifying work(s) submitted by the bidder. Similarly, for Foreign Bidder, Order value(s), in multiple currencies shall be converted at the exchange rate of SBI bill selling rate

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to equivalent USD as on date of award of such previously executed qualifying work(s) submitted by the bidder.

7.4 For meeting the Financial Criteria of Pre-qualification:

- For fulfilling the financial criteria, annual audited financial statements (Balance Sheet, Profit and loss account, Auditor report and all other schedule / notes to Balance sheet and Profit & loss account) of the bidder shall be considered as acceptable proof.
- In case the financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the audited financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

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

- In case due to internal / local regulation, a foreign bidder is unable to submit audited balance sheet, the following shall apply:


In such case CEO / CFO's certificate from the company or from the parent company (in case bidder is a subsidiary) stating the turnover of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local / internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) shall be accepted.

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

- All documents furnished by the bidder in support of meeting the Bidder's Qualification Criteria(BQC) shall be:

Submitted duly certified by Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director and not having any interest in the bidder's company) where audited accounts are not mandatory as per law.

OR

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Submit documents duly notarized by any notary public in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder's country."

OR

Bidder shall submit self-certified documents from any one out of CEO or CFO or Company Secretary of the bidder (Limited company only) along with Self-Certification as per enclosed Appendix II to this chapter. This option shall not be applicable to Proprietorship/ Partnership firms.


7.5 Additional Documentation for Consortium bidding

- i. In case of Consortium/JV of a foreign company with its Indian subsidiary, a Notarial Attested Declaration (Appendix III to this chapter) for Jointly and severally responsibility shall be submitted under the signature of an authorized signatory of the Foreign Bidder in the format provided in the Tender.
- ii. Agreement/ Memorandum of Understanding (MOU) between Consortium Members showing scope and responsibilities of Leader and member of consortium partners.
- iii. The distribution of work among the consortium leader and member shall be identified and submitted in the format attached. Refer Appendix I to this chapter for format.
- iv. A certificate of statement signed by both principal/Leader and the member of the consortium bid clearly indicating the:
 - Leader of the consortium
 - Percentage of stake in the project by Leader and Member consortium partner.
 - Agreement to bank guarantee requirement as per Clause 6.5 (h) above.
- v. Documents indicating the following for Subsidiary/Affiliate:
 - Company formation document showing OWNERSHIP of more than 50% of the issued and subscribed equity shareholding of the Indian company.
 - Company Registration document to indicate the existence of company for more than 7 years.
 - Affidavit signed by the company's authorized signatory and notarized along with details of current Manpower of Subsidiary/Affiliate.

- 8 The bidders must submit complete and unambiguous documents pertaining to PQC in the first instance itself along with the offer. CONSULTANT/ IOCL may not offer any opportunity to the bidder to provide complete or unambiguous documents and reserve the right to proceed on the basis of

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documents received along with the offer and in case of non-submission of some documents or submission of incomplete or ambiguous documents, the bid may be rejected.

- 9 Notwithstanding any other condition / provision in the tender documents, in case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given maximum one opportunity with a fixed deadline after bid opening to provide complete and unambiguous documents in support of meeting the Pre-Qualification Criteria. In case the bidder fails to submit any document or submits incomplete documents within the given time, the bidder's bid will be rejected

10 Language of Pre-qualification Support Documents

All documents submitted in support of pre-qualification shall be in English only. In case a foreign bidder has any original document of the pre-qualification supporting documents in any language other than English, it shall be the bidder's responsibility of to provide the certified translation copy of the same in English duly certified, stamped and signed by their local chamber of commerce. Translation by Indian Embassy/ High Commission or authorized approved translation agencies in English (by Indian embassy/ high commission or any other authority) shall also be acceptable. Document submitted in any language other than English without enclosing their certified English translation shall not be considered for further evaluation.

- 11 All documents submitted by the bidder towards meeting PQC shall be furnished in a separate booklet titled as "**Documentation against Bidder Qualification Criteria**" with proper indexing Evaluation for Pre-Qualification of bids shall be carried out as specified in Pre-Qualification Booklet.
- 12 Non-transferable Pre-qualification (PQ) Booklet can be downloaded from Indian oil e-tenders.
- 13 PQ Bids duly filled with all information and supporting documents shall be submitted through e-portal latest by **15.00 Hrs. (IST) on 11.07.2018**. Bidders should ensure submission of complete information/ documentation in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.
- 14 Mere issuance of PQ Booklet and/or submission of PQ Bids shall not be construed as pre-qualification or entitle the agencies to participate in the main bidding process.
- 15 IOCL will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or delivery of PQ Bids participating in discussions etc. including costs and expenses related with visits to the site.
- 16 Telex/Telefax/ Telegraphic/E-mail PQ bids shall not be accepted. IOCL takes no responsibility for delay, loss or non-receipt of PQ bid sent by post/Courier.
- 17 Deleted.
- 18 Canvassing in any form by the Bidder or by any other agency on his behalf may lead to disqualification of their PQ Bid.

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- 19 Bidders are required to sign and submit the **Integrity Agreement** & Covering Letter in the proforma attached as **Appendix – I** to “Instructions for submission of Pre-Qualification Bids”.
- 20 PMC or their subsidiary company or companies under the management of PMC are not eligible to quote for the execution of the same job for which they are working as Consultant.
- 21 Bidders who are on Holiday/Suspension/Banning/Negative list of IOCL or its Administrative ministry MoPNG, as on date of submission of PQ bid/during the process of evaluation of the PQ bids the offers of such bidders shall not be considered. If the PQ booklet was issued inadvertently / downloaded from website, the PQ bids submitted by such bidders shall also not be considered.
- 22 Bidder shall submit a self-certificate stating that they are not under liquidation, court receivership or similar proceedings. Failure to do so or the bidder is under court receivership or similar proceedings, their bids shall not be considered.
- 23 Unsolicited clarifications to the PQ bid would render the bid liable for rejection.
- 24 Integrity pact, duly signed & stamped on each page, shall be submitted along with the PQ bid. Bid of Bidders who do not sign & submit the Integrity pact will not be considered for further evaluation.
- 25 Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor (IEM). The IEM for this tender are
 1. Dr. Sanjiv Misra, IAS (Retd.)
 2. Sh. V.S Jain, Former Chairman, SAIL & Former member, PESB
 3. Sh. B.P. Rao, Former CMD, BHEL

All complaints / communication to IEMs with regard to this tender may be sent on email id : **iem-iocl@indianoil.in**

Hard copy of the same can also be sent by post at the following address which will be suitably communicated / forwarded to the IEM's.

IP Secretariat
Indian Oil Corporation Limited, Room No.516, 5th floor, Core 6,
Scope Complex, Lodhi Road, New Delhi – 110 003

- 26 IOCL/ CONSULTANT reserves the right to reject any or all the bids received or annul the PQ process at any time without assigning any reason whatsoever.

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APPENDIX – I

FORMAT OF DECLARATION

(NOTARIAL ATTESTED)

To,

Indian Oil Corporation Ltd.



Sub: Tender No.: _____ for _____

Dear Sir,

1. The Bid no. _____ dated _____ submitted by us may be regarded as a joint bid of _____ (name of Consortium members) for the subject work.
- 2(a). The signature of Mr. _____ (name of Consortium member) on the Bid & offer may be regarded as signature(s) of the duly authorized signatory of _____ (name of Consortium member) on the Bid & offer may be regarded as signature(s) of the duly authorized signatory of _____ (name of Consortium members) and we do hereby ratify, confirm and adopt the said signature(s) as the signature(s) of our duly authorized signatory.
- (b) The signature of Mr. _____ on the bid offer shall be regarded as the signature of the duly authorized signatory of _____, and we do hereby ratify, confirm and adopt the said signature as the signature(s) of our duly authorized signatory.
- (c) The signature of Mr. _____ on the bid offer shall be regarded as the signature of the duly authorized signatory of _____, and we do hereby ratify, confirm and adopt the said signature as the signature(s) of our duly authorized signatory.
3. We further undertake to be jointly and severally liable for execution of the Contract, if awarded, in accordance with its terms, and to jointly and severally assume responsibility for all obligations and liabilities under the contract.
4. We hereby state that M/s. _____ shall be the Leader of the Consortium authorized to represent the Consortium in all transactions with Indian Oil Corporation Ltd. and to bind all the Consortium members, in the event of the Consortium submitting this joint bid being selected as the successful bidder for the award of the Contract.
5. We hereby confirm that _____ who is a Consortium member qualified under Clause 6.2 or 6.3 or 6.4 of the PQ bid for new AVU –LSTK-1 of J-18 Project at Gujarat Refinery, Vadodara, India of Indian Oil Corporation Ltd., shall assume direct responsibility

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for performing the Residual Process Design and the Detailed Engineering for the Project and shall be directly responsible for managing the following critical activities of the Project.

[Set forth identified critical activities]

- 6 (a) (Name of the Consortium member) shall be directly responsible for performing the following activities of the Project.

(Set forth activities)

- (b) (Name of the Consortium member) shall be directly responsible for performing the following activities of the Project.

(Set forth activities)

7. As and when the contract is awarded, we undertake to sign such further document(s) and/or contracts as IOC may require to further jointly and severally bind us _____, _____ and _____ in the manner hereinabove set forth for the due, proper and timely performance of all obligations and the due discharge of all liabilities under the Contract.



8. We hereby confirm that the undersigned are each duly authorized and competent to issue this letter / undertaking on behalf of each of the signatories for whom they have signed.

Yours faithfully,

For _____
(Name)
Designation

For _____
(Name)
Designation

For _____
(Name)
Designation

| | | | | | |
|---|---|------------------------------------|--|---------------|---------------|
|  |  | PROJECT | IOCL- Gujarat Refinery J18 Capacity Expansion Project | | |
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APPENDIX II

FORMAT FOR FURNISHING AFFIDAVIT AFFIDAVIT

AFFIDAVIT OF, S/o D/o , resident of
EMPLOYED AS WITH
.....HAVING OFFICE AT
.....PIN.....

I, the above named deponent do hereby solemnly affirm and state as under: -

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted as mentioned hereunder by M/s..... along with the Bid Document submitted under covering letter no.... dated.... towards Tender No..... for..... (Project) has/have been submitted under my knowledge.

| Sr. No. | Document Reference no. & date | Document subject | Issuing Authority |
|---------|-------------------------------|------------------|-------------------|
| | | | |
| | | | |
| | | | |

3. That the document(s) submitted as mentioned above, by M/s..... along with the Bid Document for meeting the Bidder Qualification Criteria there under, vide covering letter no.... dated.... towards Tender No for.....are authentic, genuine, copy 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 affidavit is false and that this affidavit and the above 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 the IOCL/Technip to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I depose accordingly.

DEPONENT


| | | | | | |
|---|--|--|--|----------------------|---------------|
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VERIFICATION

I, the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at on this.....day of.....20...

DEPONENT

| | | | | | |
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APPENDIX – III

FORMAT OF DECLARATION

(NOTARIAL ATTESTED)

To

Indian Oil Corporation Ltd

Sub:

Tender No.

Dear Sir,

The Bid no. ____dated____ has been submitted by _____ for the subject work.

The bidder____is the Holding/Affiliate/Subsidiary of -----[Name of Entity giving this undertaking].

We understand that the bid of _____, has been evaluated taking into account our experience as a group company subject to our giving an undertaking as hereinafter appearing. Now, therefore, in consideration of the premises aforesaid, we undertake so as to bind also our successors and assigns that if the Contract is awarded to the Bidder:

(a) We shall to be and remain jointly and severally liable with the Bidder and bound to you for the due and proper performance of the Work as set out in the Scope of Work under the Contract and shall provide the bidder all necessary support including (but not limited to) providing man power, technology, skill and expertise available to us to properly perform and complete the Work.

(b) We shall be and remain bound by this undertaking notwithstanding the existence of any inter-se agreement or dispute between the Bidder and us or between the bidder and you.

We hereby confirm that Mr.____the undersigned is authorized and competent to issue this letter/ undertaking on our behalf.

Yours faithfully,

For

(NOTARIAL ATTESTATION)

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CHAPTER - 3



INSTRUCTIONS

FOR

SUBMISSION OF PREQUALIFICATION BIDS

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INSTRUCTIONS FOR SUBMISSION OF PREQUALIFICATION BIDS

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1.0 INTRODUCTION

1.1 As a capacity expansion program, IOCL intend to increase the capacity of its Gujarat Refinery from existing 13.7 to 18 MMTPA by setting up a new AVU unit of capacity 15 MMTPA along with an associated SR LPG Treater unit of Capacity 200 TMTPA at its Gujarat Refinery in the state of Gujarat near Vadodara on the west coast of India.

1.2 Refinery Configuration:

Gujarat Refinery is designed for processing 15.0 MMTPA High Sulphur Heavy Crude Oils. The major secondary processing units are; The major Project facilities envisaged in the scope of the PMC are described in the table below:

| S.No.: | Unit | Capacity |
|--------|---|------------------------------|
| 1 | Atmospheric Vacuum Unit | 15000 TMTPA |
| 2 | SR LPG Treater Unit | 200 TMTPA |
| 3 | INDMAX FCC with Flue Gas desulfurization unit and 3rd Stage Separator (TSS) | 2450 TMTPA |
| 4 | CR LPG Treater Unit | 800 TMTPA |
| 5 | Indmax Gasoline Hydro Desulphurization Unit (IGHDS) | 650 TMTPA |
| 6 | Propylene Recovery Unit | 495 TMTPA |
| 7 | Polypropylene Unit (PP) | 420 TMTPA |
| 8 | Naphtha Hydro Treater Unit (NHT) + NSU | 2400 TMTPA |
| 9 | Isomerization Unit (ISOM) | 925 TMTPA |
| 10 | Continuous Catalytic Reformer Unit (CCRU) | 1600 TMTPA |
| 11 | AU-5 Revamp | To process high Tan NG Crude |
| 12 | SRU | 1 X 300 MTPD |
| 13 | Amine Regeneration Unit (ARU) | 300 TPH |
| 14 | Sour Water Stripper (SWS) | 330 TPH |
| 15 | Kerosene Hydrodesulphurization unit (KHDS) | 700 TMTPA |

| | | | | | |
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1.3 Refinery Location:


The site for Gujarat Refinery is located at Vadodara on the west coast of India, in the State of Gujarat, at a distance of approx. 400 KM from Kandla Port. The Vadodara refinery site is about 100 KM by road from Ahmedabad – the capital city of Gujarat and is well connected by road, rail & air with other parts of the country.

1.4 Plot Area:



The new AVU unit (of 15 MMTPA) with SR LPG treater unit at Gujarat refinery will be built in total area of approximately 43,000 M2 (Square Meter) and will be located in the earmarked area within the Gujarat refinery plot.

2.0 DEFINITIONS

- i. **“Owner”** means Indian Oil Corporation Ltd. (IOCL), a company incorporated in India and having its registered office at G-9, ALI Yavar Jung Marg, Bandra (East) Mumbai – 400 051 (INDIA) and shall include its successors and assigns.
- ii. **“PMC or Consultant”** shall mean Technip India Limited
- iii. **“IFP”** shall mean Invitation for Prequalification bids (PQ Booklet) to Pre-qualify bidders for EPCC Package-1 for New AVU (15 Mmtpa) Unit Package (New Atmospheric Distillation + Vacuum Distillation Unit + Sr LPG Treater Unit) for “Gujarat Refinery Capacity Expansion From 13.7 To 18 Mmtpa (J-18) Project” At IOCL Gujarat Refinery, Vadodara, Gujarat, India On EPCC/LSTK Basis with Single Point Responsibility
- iv. **‘Bidder’** shall mean the agency who shall submitted the PQ Bid in response to PQ Booklet.
- v. **“FOREIGN Bidder”** means the bidders registered outside India and their operations shall be outside India.
- vi. **‘Pre-qualified Bidder’** shall mean the Bidder who shall be pre-qualified by Owner for issue of the Bidding Document.
- vii. **‘PQ Bid’** shall mean the bid submitted by Bidder(s) for Pre-qualification, for issue of the **Bidding Document for the new AVU unit (15 MMTPA) with SR LPG Treater Unit (200 TMTA) on EPCC/ LSTK basis with a single point responsibility**, in response to this ‘PQ Booklet’.
- viii. **‘Bidding Document’** shall mean the document issued to the Pre-Qualified Bidders for submission of respective Bid.
- ix. **‘Experience Criteria’** shall mean Similar nature of Jobs executed by the Bidder previously in meeting the pre-qualification criteria as defined in ‘Invitation for Pre-qualification’.

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- x. **‘Financial Criteria’** shall mean the Annual Turnover and Net worth mentioned in the ‘Invitation for Pre-qualification’.
- xi. **“FEED Package”** shall mean technical details such as Job specifications, design basis, scope of work, drawings, documents, guidelines and/or instructions which will form the basis for LSTK Contractor to take up residual and detailed engineering, procurement and construction, Commissioning and PGTR activities for the Project.
- xii. **“Project”** shall mean “EPCC-1 PACKAGE FOR NEW AVU UNIT OF 15 MMTPA (NEW ATMOSPHERIC DISTILLATION + VACUUM DISTILLATION UNIT + SR LPG TREATER UNIT) FOR “GUJARAT REFINERY CAPACITY EXPANSION FROM 13.7 MMTPA TO 18 MMTPA (J-18) PROJECT”
- xiii. **‘LSTK’ shall mean LUMP SUM TURN KEY.**
- xiv. **‘EPCC’ shall mean Engineering, Procurement, Construction and Commissioning/ Commissioning Assistance.**
- xv. **“Mechanical Completion”** mean the installation of all equipment and facilities and the completion of all Works required to complete the Unit(s) in all respects, and thereafter the completion of all activities as listed in API-700 to be performed by the CONTRACTOR **including Pre-commissioning and Startup activities**, completion of all punch list items as provided by OWNER/PMC and/or Process Licensor and/or Statutory bodies like OISD, CCE, TAC, Factory Inspector, Pollution Control Authorities etc., and insulation of hot lines/ Steam lines, but excluding for the limited purpose of enabling milestone payment due upon commissioning of the Unit(s), insulation of other lines, final painting, Alkali Boil Out, furnace drying, Catalyst loading and punch list items which, in the sole opinion of the Engineer-in-Charge, do not affect Commissioning. Copy of API-700 tick-marked in line with above is attached to the technical documents for guidance. Notwithstanding any exclusion as aforesaid, Mechanical Completion shall be understood not to have achieved for any purpose other than the milestone payment due on Mechanical Completion or for the purpose of any payment milestone(s) subsequent to Mechanical Completion unless the excluded items are completed
- xvi. **“Commissioning”** means successfully pressing into service of the plant(s), Equipment(s), Vessel(s), Pipeline(s), Machinery(ies) and systems & subsystems comprised within the UNIT in accordance with the procedures as approved in the applicable Operating Manual and as per the requirement of Process Licensor after successful testing, pre-commissioning and trial run of the UNIT.
- xvii. **Subsidiary/Affiliate**
- “Subsidiary/Affiliate” shall mean a Company owned (ownership) and controlled (control) by the FOREIGN BIDDER where:

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“OWNERSHIP” means the legal and beneficial OWNERSHIP of more than 50% of the issued and subscribed equity shareholding of the Indian Company either directly or by a Holding Company which owns the majority of the issued and subscribed equity shares of the FOREIGN BIDDER and the Indian Company;

“Control” means the right to exercise majority of the voting rights on any resolution for the appointment of Directors of the Indian Company either directly or through a Holding Company aforesaid

3.0 SCOPE OF WORK

The Scope of Work for the subject LSTK-1 Package of new AVU unit at Gujarat Refinery shall include installation of a new AVU unit of 15 MMTPA and a SR LPG Treater unit of 200 TMTPA on a site owned by IOCL (Owner) within the Gujarat Refinery Project Complex, as per the requirements and specifications mentioned in Chapter 2 of PQ bid. The Bidder shall install the facilities under the LSTK mode (lump sum turn key basis) to Owner.

4.0 DELETED

5.0 TERMS AND CONDITIONS

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its PQ Bid, participating in discussions etc. including costs and expenses related with visits to the site(s). Owner will in no case be responsible or liable for those costs and expenses regardless of the outcome of the bidding process.

5.2 LANGUAGE OF PQ BIDS


The PQ bid and all correspondence incidental and related thereto shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation, in which case, for purpose of interpretation of the PQ bid, English translation shall govern. Responsibility for correctness in translation shall lie with the Bidder.

5.3 COST OF MAIN BIDDING DOCUMENT

Non-transferable Bidding Document shall be issued to pre-qualified bidders on payment of non-refundable fee prescribed therein at a later date.

5.4 OWNER’S / PMC’S RIGHT

5.4.1 IOCL reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the Bidders

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from past-executed projects / clients / consultants etc. Bidders shall have no objection whatsoever in this regard.

5.4.2 Owner reserves the right to make use of available in house-data also for pre-qualification of agencies who have submitted PQ bids for Prequalification.

5.4.3 The details / documents and commitments thereunder submitted along with PQ Bid and which have been considered for pre-qualification shall remain valid. In the case of successful Bidder, such commitments shall form part of Contract Document.

5.5 FORMAT AND SIGNING OF BID

The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorised to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

5.6 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures.

No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

5.7 CARTEL FORMATION

In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future.


6.0 PREPARATION/SUBMISSION OF PQ BIDS

6.1 PQ BID REQUIREMENTS

6.1.1 Bidder is required to submit PQ Bid strictly in the formats as contained in the PQ Booklet in order to enable uniform PQ Bid information from all the Bidders.

6.1.2 The Pre-qualification requirements are explicitly stated in this Booklet. Bidder is required to study these requirements in detail to meet the requirements. The PQ Bid must be complete in all respect leaving no scope for ambiguity.

6.1.3 The PQ Bid shall be submitted with all details as per **Checklist**.

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6.1.4 MULTIPLE / ALTERNATIVE PQ BIDS

A bidder (i.e. the bidding entity) is allowed to submit only one PQ bid either under clause 5.1.1 or 5.1.2 or 5.1.3 of Chapter 2 of this PQ booklet. In the event, the bidder submits multiple bids (either as a single bidder or as consortium leader or as consortium member) then their bids will not be considered for further evaluation.

Consortium/JV member shall be allowed to associate with one consortium Leader. If Consortium/JV member is associated with more than one consortium leader, such bids will not be considered for further evaluation. It is the responsibility of Leader to ensure that the member of Consortium/JV is not associated with more than one Leader.

6.2 SUBMISSION / OPENING OF PQ BIDS

Bidders are advised to submit PQ Bids strictly in accordance with requirement mentioned vide Clause 6.0. PQ Booklet shall be signed and stamped on each page as a token of acceptance.

PQ bid in physical form, through email/post/fax/CD etc. is not permitted. The PQ bid submitted online through IOCL's website: <https://iocletenders.nic.in> only shall be considered for evaluation. Bidders are required to upload the PQ bid along with all supporting documents on the IOCL's website: <https://iocletenders.nic.in>

Bidders are advised to download the documents from IOCL's website: <https://iocletenders.nic.in>. This ensures that the Bidder downloads proper/complete PQ documents. This also enables the bidder to visit the website for any corrigendum/amendments, time extension, clarifications, etc. which is essential for submitting proper PQ bid. Failure of bidder to submit PQ bid without taking cognizance of corrigendum/amendments issued by IOCL/PMC shall be liable for rejection.

6.3 DOCUMENTS COMPRISING PQ BID

The PQ bid shall be prepared by the Bidder and shall be submitted along with the following minimum documents and other supporting documents specified in Chapter 2 of this PQ Booklet.

6.3.1 Submission of Power of Attorney (POA) in favour of the Authorised Bid Signatory



6.3.2 EXPERIENCE DETAILS

The experience details shall be submitted as per Exhibit-1A along with Exhibit- 2A. Bidder shall furnish Copy of detailed work order/Agreement and copy of documentary evidence indicating project has been undertaken on LSTK /COST REIMBURABLE / OR ANY OTHER MODE OF EXECUTION basis and is operating successfully for atleast 1 year after commissioning.

6.3.3 FINANCIAL DETAILS

Bidder shall furnish the following:

- (i) All information as per Exhibit-3.

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- (ii) Details of Present commitments as per Exhibit – 4.
- (iii) Audited balance sheets for the last three preceding years.
- (iv) Deleted

6.3.4 Deleted

6.3.5 COMPANY'S ORGANISATIONAL DETAILS

Bidder shall specify the organizational details as per Exhibit-5.

6.3.6 LITIGATION/ARBITRATION

Bidder shall give number and details of any litigation / arbitration proceedings presently under process or have undergone earlier with respect to the works executed by Bidder during last 5 years.

The details are required to be furnished as per Exhibit-6.

6.3.7 Deleted

6.3.8 Banker's certificate of Solvency


6.3.9 All forms duly filed as stipulated in this PQ booklet shall be submitted along with PQ bid.

7.0 PQ BID EVALUATION CRITERIA

7.1 Bidder seeking pre-qualification shall meet the minimum Pre-Qualification Criteria stated under Chapter 2 of PQ booklet.

7.2 While evaluating the Bidder's conformity with Experience Criteria, the following consideration shall be applied:

- (i) Only such reference works shall be taken into consideration, the details of which have been submitted by the Bidder as per Exhibit-1A & 2A along with copy of work order/agreement and documentary evidence that the project has been undertaken on EPC/EPCC/LSTK basis and operating successfully for atleast one year after its commissioning.
- (ii) Copy of Work order / Agreement is a mandatory document, which establishes that the Bidder has been awarded the work, which is claimed to be meeting the Experience Criteria.
- (iii) Submission of documentary evidence from customer/Client that project was undertaken on EPC/EPCC/LSTK basis and is operating successfully for atleast one year after commissioning is a mandatory requirement, which establishes that the work under reference has been completed and the customer is satisfied with EPC/EPCC/LSTK Service of the bidder.

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(iv) In case these mandatory documents are not enclosed with Exhibit-1A and 2A, such reference works shall not be considered in evaluation for meeting the Experience Criteria.

7.3 Complete details of Similar work as mentioned in clause no. 6.1, 6.2, 6.3 and 6.4 of the Chapter 2 of PQ booklet for the subject work undertaken by Bidder are to be listed as per Exhibit 2A.

7.4 Owner shall examine the PQ Bids for completeness and authenticity including whether the documents have been signed, whether they are complete and whether the details furnished are generally in order.

7.5 Owner shall reserve the right not to seek any additional information / clarification on documents submitted in support of Pre-qualification requirements, and evaluate the PQ Bids on "As Received Basis".

8.0 FINANCIAL

8.1.1 Bidder is required to be financially capable LSTK bidder.



8.1.2 While considering the Financial Criteria, exchange rate as indicated in the annual report shall be considered and if not indicated in the annual report then exchange rate as applicable on last date of the respective accounting year shall be considered. Agency shall indicate the authenticated exchange rate(s) obtained from bank in their PQ Bid, as may be applicable.

8.2 Bidder intending to participate shall meet the pre-qualification criteria stated in 'Invitation for Pre-qualification' and in this document. Bidders who meet the requirements specified under various clauses of this Pre-qualification Booklet, shall be pre-qualified for receiving the Bidding document.

9.0 ESSENTIAL REQUIREMENTS

Bidder to note that as a minimum, the following activities shall have to be performed by Bidder directly and shall not be sub-contracted:

- a. Overall Project Management
- b. Residual Process Design and Engineering (except in case where engineering subcontractor is approved by Owner/Consultant)
- c. Planning, Scheduling, Monitoring.
- d. Quality Control
- e. HSE & Construction Management
- f. Precommissioning/Commissioning
- g. Operation Management

| | | | | | |
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- h. All statutory obligations required during construction, operation and maintenance of plant.
- All Sub-contractors proposed to be deployed shall be subject to approval by IOCL.

10.0 ISSUE OF BIDDING DOCUMENT (LSTK Tender)

LSTK Bidding Document shall be uploaded on the website after Pre-Qualification of bidders. Pre-qualified bidders shall execute Secrecy Agreement / Non-Disclosure Agreement (NDA) with Process Licensor.

Licensor reserves the right to execute the Secrecy Agreement / Non-Disclosure Agreement (NDA) with the Pre-Qualified bidders. Pre-qualification shall not guarantee eligibility for obtaining Bid document or bidding for LSTK Tender, unless the executed Secrecy Agreement / NDA is submitted to PMC/Owner through E-mail (ganapathy.psayeesankara@technipfmc.com) and Hard copy must reach PMC representative at address mentioned in Invitation for Prequalification bids.

Non-transferable Technical Bidding Document shall be issued only to the Bidders being qualified in this pre-qualification process and accepted by the Licensor. The onus of getting the Secrecy Agreement / NDA executed with the Process Licensor lies entirely with the pre-qualified bidder. Any delay in execution of this Secrecy Agreement / NDA with Process Licensor for any reason whatsoever, may not be entertained for extension of bid submission due date (LSTK Tender).

Bidder(s) shall not disclose confidential information to any third party without prior written approval of Owner / PMC / Licensor.



11.0 STIPULATION / GUIDELINE

Bidder shall design and build and handover the new AVU unit of 15 MMTPA with SR LPG Treater with all associated facilities - satisfying all Indian laws pertaining to the Central and State Governments notifications and regulation in effect/prevalent in India during the execution of the Project.

12.0 FRAUDULENT PRACTICES

The OWNER requires that Bidders observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after PQ Bid/ Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

- i. The OWNER will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question. Bidder is required to furnish the complete and correct information / documents required for evaluation of their PQ Bids/ Bids. If the information/ documents


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forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

- ii. In case, the information/ document furnished by the Bidder/Contractor of **077154C-000-PQ-701** forming basis of evaluation of his PQ Bid /Bid is found to be false / forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc
- iii. In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Bidder / Contractor along with forfeiture of CPBG/ Security Deposit furnished by the bidder / contractor.
- iv. Further, such bidder / contractor shall be put on Blacklist/ Holiday/ Negative List of OWNER/ debarring them from future business with Owner for a time period, as per the prevailing policy of OWNER.

13.0 APPLICABLE LAW AND JURISDICTION

The Bidding Process shall be governed by, and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the PQ Bidding Process.

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APPENDIX-I

TO

INSTRUCTIONS FOR SUBMISSION OF PRE-QUALIFICATION BIDS

Covering Letter required to be signed and submitted by the tenderer

Ref:

Dated:

To,

Indian Oil Corporation Limited

Sub: Submission of Offer for PQ Tender No. 077154C-000-PQ-701 for EPCC-1 Package for New Avu Unit of 15 Mmtpa (New Atmospheric Distillation + Vacuum Distillation Unit + Sr LPG Treater Unit) for "Gujarat Refinery Capacity Expansion From 13.7 Mmtpa to 18 Mmtpa (J-18) Project" At IOCL Gujarat Refinery, Vadodara, Gujarat, India On EPCC/LSTK Basis With Single Point Responsibility

Dear Sir,

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of _____ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOCL. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOCL shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

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Yours faithfully,

(Duly authorized Signatory of the Bidder)

(Note- One copy of this letter along with the Integrity Agreement duly signed must be returned along with offer).

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To be executed on plain paper and submitted along with Technical Bid)

(Refineries Division)

PQ TENDER NO.: 077154C-000-PQ-701

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____, 20____

BETWEEN

Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

.....(name and address of the Individual/firm/Company/consortium members through _____(mention details of duly authorized signatory) hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

Preamble


WHEREAS the Principal/Owner has floated a tender (TENDER NO.: **077154C-000-PQ-701**) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract for "INVITATION OF PRE-QUALIFICATION BIDS FOR EPCC-1 PACKAGE FOR AVU UNIT PACKAGE (NEW ATMOSPHERIC DISTILLATION + VACUUM DISTILLATION UNIT + SR LPG TREATER UNIT) FOR "GUJARAT REFINERY CAPACITY EXPANSION FROM 13.7 MMTPA TO 18 MMTPA(J-18) PROJECT" AT IOCL GUJARAT REFINERY, VADODARA, GUJARAT, INDIA ON EPCC/LSTK BASIS WITH SINGLE POINT RESPONSIBILITY" covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

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AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.


NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/ Owner, personally or through any of his/her family members, will, in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2-Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(S)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(S)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he would not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item. Copy of CVC guidelines dated 21/4/2004 is annexed hereto as **Annexure A**.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article 3. Disqualification from Tender Process and exclusion from future contracts

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.
2. The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

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Article 4-Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder/(Contractor(s):



- 1) **Forfeiture of EMD/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Contractor.
- 2) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

Article 5- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

Article 6- Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors, / sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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Article 7-Independent External Monitor (IEM)

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, Indian Oil Corporation Limited.
- 3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4) In case of tenders having estimated value of Rs 150 Crores or more, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.
- 5) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The IEM will submit a written report to the Chairman, Indian Oil Corporation Limited within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Commissioner.
- 8) The word "IEM" would include both singular and plural.

Article 8- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the Contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman, IOCL.

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Article 9-Other Provisions

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ Pact or interpretation thereof shall **not** be subject to arbitration.

Article 10- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. _____ (signature, name and address)

2. _____ (signature, name and address)

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Annexure A.

No. 12-02-6-CTE-SPI(I)-2
Government of India
Central Vigilance Commission
(CTE's Organisation)

Satarkata Bhavan,
Block A, GPO Complex,
INA, New Delhi - 110 023.
Dated the 21st April 2004.

Office Order No. 25/04/04

Subject : - Consideration of Indian Agents.


The Commission has received a complaint alleging that in Government tenders an agent participates by representing a company officially and another bid is submitted as a 'direct offer' from the manufacturer. At times, the agent represents a foreign company in one particular tender and in another tender the said foreign company participates directly and the agent represents another foreign company. There is a possibility of cartelisation in such cases and thus award of contract at higher prices.

2. The issue has been deliberated in the Commission. In order to maintain the sanctity of tendering system, it is advised that the purchases should preferably be made directly from the manufacturers. Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he should not be allowed to quote on behalf of another manufacturer alongwith the first manufacturer in a subsequent / parallel tender for the same item.

3. It is suggested that these guidelines may be circulated amongst the concerned officials of your organization for guidance.


(A.K. Jain)
Technical Examiner
For Chief Technical Examiner

To
All CVCs of Ministries/Departments/PSUs/Banks/Insurance
Companies/Autonomous Organisations/ UTs.

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CHAPTER 4

EXHIBITS

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EXHIBIT-1A

EXPERIENCE DETAILS OF BIDDER FOR NEW AVU UNIT OF 15 MMTPA ON LSTK BASIS UNDER SINGLE RESPONSIBILITY


Bidder shall furnish their experience details with reference to the Work, which pre-qualify them in line with Experience Criteria mentioned in Invitation for Pre-qualification.

(MARK ✓ FOR APPLICABILITY IN BOX)

| SL. NO. | DESCRIPTION | DETAILS | Bidder confirmation |
|---------|--|--------------------------------|---------------------|
| 1 | Name of project, location | | |
| 2 | Plant Description | | |
| 3 | Basis of execution of above EPC/EPCC/LSTK project | On open book Estimate | |
| | | On Cost Reimbursable basis | |
| | | On LSTK basis | |
| | | Any other basis (Give details) | |
| 3.a | Awarded Contract Value in INR/USD | | |
| 3.b | Executed Contract Value in INR/USD | | |
| 4 | Name of Owner/End User, Postal Address, Phone/Fax No./e-mail | | |
| 5 | Name of Consultant, Postal Address, Phone/ Fax No./e-mail | | |
| 6.0 | Plant Details | | |
| 6.1 | (a) Capacity of plant | (a) Capacity: ----- TPD | |
| 7 | For all the years since its commissioning: | | |

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| SL. NO. | DESCRIPTION | DETAILS | Bidder confirmation |
|---------|---|---|---------------------|
| | (a) Year wise plan & emergency shutdown (b) Year wise capacity utilization | | |
| 8 | Supply of Feedstock /Utilities by owner | Yes / No | |
| 9 | Present Operation (Bidder has to confirm that the plant has been in satisfactory operation for a continuous minimum period of one (1) year after commissioning | | |
| 10 | Key Milestone Dates / Completion status | Date/month/year of award /commencement of Project | |
| | | Date/month/year of scheduled commissioning of the Project | |
| | | Date/month/year of actual commissioning of Project | |
| | | Date/month/year of Performance Guarantee Test Runs | |
| | | Handing over of plant to Owner | |
| | | Period of operation | |
| | | Whether completion certificate enclosed | |
| 11 | Scope of work executed by your organization (In case work has been executed on Consortium/JV basis only scope of work of Bidder's Organisation to be mentioned) Copy of MOU to be enclosed if experience mentioned above is executed as Consortium/JV | Overall Project Management | |
| | | Plant Design and Detailed Engineering | |
| | | Financing | |
| | | Procurement and Supply | |
| | | QA/QC | |
| | | Construction | |

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| SL. NO. | DESCRIPTION | DETAILS | Bidder confirmation |
|---------|---|---|---------------------|
| | | HSE & Construction Management | |
| | | Precommissioning | |
| | | Commissioning /Commissioning Assistance | |
| | | Performance Guarantees Test | |
| | | Responsibility for statutory obligations | |
| 12 | Health and Safety Records | <ul style="list-style-type: none"> Frequency Rate Severity Rate | |
| 13 | Type of Project: Whether this work is for | Grass Root Refinery | |
| | | Grass Root Petrochemical Plant | |
| | | Existing Refinery | |
| | | Existing Petrochemical Plant | |
| | | Gas Processing Plant-Onshore | |
| | | Any other (Please Specify) as mentioned in PQC of Chapter 2 | |
| 14 | Basis of Execution of Work | Individual | |
| | | Consortium / JV | |

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| SL. NO. | DESCRIPTION | DETAILS | Bidder confirmation |
|---------|--|---|---------------------|
| 15 | Whether document submitted in support | Copies of work order and completion certificate identifying the scope of responsibility and successful commissioning and satisfactory operation for atleast one year after commissioning Whether above documents are authenticated | |
| 16 | Details of sub-contractor along with scope of work, if any Whether following documents enclosed | | |
| 17 | Details of EPC/EPCC/LSTK work experience in India | | |

Notes:

1. Bidder shall furnish the experience details as above of Projects which the bidder considers suitable for their pre-qualification. OWNER/PMC reserve the right not to evaluate any other Project/details
2. Bidder to note that PQC form shall be filled as per the proformas as stated along with the copies of work order and completion certificates.
3. Bidder to note that non-submission of relevant supporting documents may lead to rejection of their PQ bid. It is to be ensured that all relevant supporting documents shall be submitted along with the PQ bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.


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|---|----------------------------------|--|----------------|---------------------------------------|---------------|--|
|  TechnipFMC | |  | PROJECT | IOCL- Gujarat Refinery | | |
| | | | | J18 Capacity Expansion Project | | |
| | | | CLIENT | INDIAN OIL CORPORATION LIMITED | | |
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EXHIBIT-2A


Commercial Experience list of the Bidder during past Ten (10) years

in LSTK/COST REIMBURSABLE BASIS

| Sr. No | Name of the owner | Location | Project Type (Note-1) | Total Time Taken (Note –3) | Capacity of plant (Note-2) | Technology Supplier | Year of Start-Up | Presently Plant in operation (Yes/ No) | Feed stock(s) used | On stream hours per year | Yearly capacity utilization (%) |
|--------|-------------------|----------|--------------------------|-------------------------------|-------------------------------|---------------------|------------------|---|--------------------|--------------------------|------------------------------------|
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Note-1: Specify EPC/EPCC/LSTK, COST REIMBURSABLE or open book estimate Any Other Mode of Execution

Note-2: Capacity in MMTPA

Note-3 Total time taken from award of job to successful startup of the plant.

Note 4 Bidder shall furnish the experience details as above of Projects which the bidder considers suitable for their pre-qualification. OWNER/PMC reserve the right not to evaluate any other Project/details

Note 5 Bidder to note that PQC form shall be filled as per the proformas as stated along with the copies of work order and completion certificates.

Note 6 Bidder to note that non-submission of relevant supporting documents may lead to rejection of their PQ bid. It is to be ensured that all relevant supporting documents shall be submitted along with the PQ bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

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EXHIBIT- 3

SUBJECT: FINANCIAL DETAILS

A. AUDITED ANNUAL TURNOVER REPORTS FOR LAST 3 YEARS

A.1

| COMPANY | GROSS TURNOVER (US\$/INR) | GROSS PROFIT INR or US \$ | NET PROFIT – AFTER TAX, INTEREST & DEPRECIATION (US\$/INR) | NET WORTH * (US\$/INR) | Exchange rate considered (if any currency other than US\$) |
|---------|---------------------------------|---------------------------------|--|---------------------------|---|
| Year 1 | | | | | |
| Year 2 | | | | | |
| Year 3 | | | | | |

A.2

| COMPANY | GROSS TURNOVER (US\$/INR) | GROSS PROFIT INR or US \$ | NET PROFIT – AFTER TAX, INTEREST & DEPRECIATION (US\$/INR) | NET WORTH * (US\$/INR) | Exchange rate considered (if any currency other than US\$) |
|---------|---------------------------------|---------------------------------|--|---------------------------|---|
| Year 1 | | | | | |
| Year 2 | | | | | |
| Year 3 | | | | | |



Consolidated Group Companies in case of applicability

A.3 *NET WORTH – For Net worth calculations,

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.

Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

| | | | | | |
|---|---|------------------------------------|--|---------------|---------------|
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| Pre-Qualification Booklet- EPCC-1 | Project No. 077154C001 | Document no. 077154C-000-PQ-701 | | Rev. No. E | Page 58 of 65 |

****Share Application Money pending allotment will be considered only in respect of share to be allotted.***

Accordingly, the definition of net worth shall be as follows:

| | |
|--|--|
| Paid up share capital | |
| Add: Share Application Money pending allotment | |
| Add: Reserves (As defined Above) | |
| Less: Accumulated Losses | |
| Less: Deferred Revenue Expenditure to the extent not written off | |
| Net worth | |

Profit after Tax (PAT) + depreciation + other expenses which do not result in cash outflow can be treated as cash accruals

B. PROJECTED ANNUAL TURNOVER

B.1 CURRENT ACCOUNTING YEAR

- COMPANY US \$ _____
- PARENT COMPANY GROUP US \$ _____

B.2 NEXT ACCOUNT YEAR

- COMPANY US \$ _____
- PARENT COMPANY GROUP US \$ _____

C. MAIN BANKERS - NAME _____
ADDRESS _____
PHONE/FAX _____

D. CREDIT FACILITIES AVAILABLE WITH COMPANY _____

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| | | | | | |

(Banker's letter may be enclosed)

- E. ENCLOSE AUDITED REPORT OF PROFIT & LOSS STATEMENT FOR THE PRECEDING THREE ACCOUNTING YEARS.
- F. ENCLOSE RECENT SOLVENCY CERTIFICATE FROM BANKER
- G. DEBT EQUITY RATIO
 - (i) Year 1 (specify)
 - (ii) Year 2 (specify)
 - (iii) Year 3 (specify)
- H. ENCLOSE LETTER FROM YOUR BANKER THAT THE AGENCY IS NOT UNDER LIQUATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS

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EXHIBIT-4

SUB: EXHIBIT FOR PRESENT COMMITMENTS

| SL. NO. | FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER-IN-CHARGE | DESCRIPTION OF WORK | CONTRACT VALUE (US \$) | STARTING DATE | SCHEDULED COMPLETION DATE | %AGE COMPLETION AS ON DATE | EXPECTED COMPLETION DATE | REMARKS |
|--------------------------------------|---|---------------------|------------------------|---------------|---------------------------|----------------------------|--------------------------|---------|
| | | | | | | | | |
| EXHIBIT –“4” FOR PRESENT COMMITMENTS | | | | | | | | |

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EXHIBIT-5

| SUBJECT: COMPANY'S ORGANISATION DETAILS |
|---|
| <p>In this Exhibit, Bidder shall detail out Company's Organization Details detailing out specifically.</p> <ol style="list-style-type: none"> Whether the Company is: <ul style="list-style-type: none"> A - Public/Pvt. Limited Company B - Partnership C - Sole proprietor Whether any change in Company's Ownership was there, during last 10 years, if yes then when: <ul style="list-style-type: none"> A - No Change B - Changes upto 2 times during last 10 years C - Changes more than 3 times during last 10 years Whether the Company is <ul style="list-style-type: none"> A - Parent Company B - Subsidiary/affiliate Company <p>In case of Subsidiary/affiliate Company, whether guarantee furnished by Parent Company</p> |

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EXHIBIT-6

| SUBJECT: LITIGATION/ARBITRATION DETAILS |
|---|
| <p>In this Exhibit, Bidder shall furnish details of litigation/arbitration cases of the Bidder during the last 5 years, duly authenticated by Attorney.</p> |

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CHAPTER 5

CHECK LIST FOR PQ BID SUBMISSION

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| | CLIENT | | J18 Capacity Expansion Project | |
| Pre-Qualification Booklet-EPCC-1 | Project No. 077154C001 | Document no. 077154C-000-PQ-701 | Rev. No. E | Page 64 of 65 |



SUBJECT: CHECK LIST FOR PQ BID SUBMISSION

Bidder is requested to fill this Check List and ensure that all details/documents as mentioned in the Prequalification Booklet is submitted along with their PQ Bid. Please tick the box and ensure compliance and specify the Page no. of PQ Bid submitted.

- | | | | |
|-----|--|--------------------------|---------------|
| A.1 | Letter of submission along with Power of Attorney Submitted | <input type="checkbox"/> | Page No_____ |
| A.2 | Check List duly filled in and stamped, Submitted | <input type="checkbox"/> | Page No_____ |
| B.1 | Particular Experience Details as per Exhibit-1A along with copy of work order/Agreement documentary proof that work has been executed on EPC/EPCC/LSTK basis with Single Point responsibility Submitted | <input type="checkbox"/> | Page No._____ |
| B.2 | Specify name of projects for which Experience Details as per Sl.no. B.1 | | |
| B.3 | Not Used | <input type="checkbox"/> | Page No_____ |
| B.4 | Past Experience, General, Submitted as per Exhibit-2A | <input type="checkbox"/> | Page No_____ |
| B.5 | Financial Details as per Exhibit-3 Submitted | <input type="checkbox"/> | Page No_____ |
| B.6 | Present Commitments as per Exhibit-4 Submitted | <input type="checkbox"/> | Page No_____ |
| B.7 | Audited Balance sheet including Profit and Loss and cash flow statement account for the Last three years Submitted | <input type="checkbox"/> | Page No_____ |

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|---|----------------------------------|--|--|---------------|
|   | PROJECT | | IOCL- Gujarat Refinery J18 Capacity Expansion Project | |
| | CLIENT | | INDIAN OIL CORPORATION LIMITED | |
| Pre-Qualification Booklet- EPCC-1 | Project No. 077154C001 | Document no. 077154C-000-PQ-701 | Rev. No. E | Page 65 of 65 |

Submitted for the years

1.-----

2.-----

3.-----

B.8 Fresh solvency certificate Issued by the Banker

Submitted

☐

Page No_____

B.9 Any other document Submitted Furnish details

☐

Page No_____

B.10 PF Registration details Submitted
Furnish details

☐

Page No_____

C.1 Company Organization Details as per Exhibit-5

Submitted

☐

Page No.____

D.1 Details regarding litigation/arbitration proceedings as per Exhibit-6

Submitted

☐

Page No._____

E.1 One copy of PQ Booklet duly signed and Stamped on each page

Submitted

☐

Page No._____

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