

**PRE-QUALIFICATION DATA BOOKLET**

**FOR**

**LSTK – PACKAGE FOR 2G ETHANOL BIO  
REFINERY PROJECT OF BPCL AT BARGARH,  
ODISHA**

**PROJECT NAME: BIOREFINERY PROJECT**

**BPCL E-PROC REFERENCE NO. : 54256**

**TOYO JOB NO. : 6370**



**OWNER: BHARAT PETROLEUM CORPORATION LIMITED.**





**PMC : TOYO ENGINEERING INDIA PRIVATE LIMITED.**

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**(PQ DOCUMENT NO. : 6370-BBBR/LSTK/PQB-002)**

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 <p>Bharat Petroleum Corporation Ltd</p>	<p><b>PRE-QUALIFICATION DATA BOOKLET FOR LSTK PACKAGE FOR 2G ETHANOL BIO REFINERY, BARGARH, ODISHA, INDIA</b></p>	
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## INTERNATIONAL COMPETITIVE BIDDING

### NOTICE INVITING TENDER (NIT) FOR PRE QUALIFICATION OF BIDDERS

Toyo Engineering India Private Limited (TEIPL) on behalf of Bharat Petroleum Corporation Limited (BPCL) invites e-bids for pre-qualification from eligible bidders for the following

Description	PQ booklet on website	Bid due date / Time
LSTK Package for 2G ETHANOL BIO REFINERY, at BOULSINGHA VILLAGE, BHATLI TEHSIL, BARGARH DISTRICT, ODISHA, INDIA	<b>22.02.2019</b> <b>(1800 hrs)</b> <b>IST</b> <b>to</b> <b>08.03.2019</b> <b>(1200 hrs)</b> <b>IST</b>	<b>08/03/2019</b> <b>(1200 hrs.)</b> <b>IST</b>

The detailed NIT & Pre-qualification Booklet along with contact details can be viewed and downloaded from BPCL's website: <https://bpclproc.in/EPROC/>

All amendments, time extensions, clarifications, etc. will be uploaded on the websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated.

Contact person at TEIPL Mr. Vikas Jain (CPM) / Mr. Amit Desai (PM) / Telephone No +91 22 2573 5970 / 2573 6994

Email: [vikas.jain@toyo-eng.com](mailto:vikas.jain@toyo-eng.com)/ [amit.desai@toyo-eng.com](mailto:amit.desai@toyo-eng.com)

## 1.0 INTRODUCTION

- 1.1 Bharat Petroleum Corporation Limited (BPCL), hereinafter also referred to as “OWNER” is planning for installation of 2G Ethanol Bio-Refinery at Boulsingha village, Bhatli Tehsil, Bargarh district, Odisha, India.

Toyo Engineering India Pvt. Ltd. (TEIPL) has been appointed by OWNER as their Project Management Consultant (PMC) for this Project.

The proposed Bio-refinery site is located at Boulsingha village, Bhatli Tehsil, Bargarh district, Odisha (approximately 220 km East of Raipur), near the border of Chhattisgarh and Odisha. The Project site is located away from the coast line.

The following facilities envisaged as part of this LSTK Package:

Sr. No.	Description
1	Process plant
2	Offsites and Utilities (DM plant, Cooling tower, Air compressor, Lab, Control room, substation, admin building etc)
3	Storage facilities

- 1.2 Only those Bidders who qualify the subject Pre Qualification (PQ) criteria and comply with the requirements specified under various sections of this PQ booklet, will be issued the Tender document to submit the bids for execution of LSTK-Package comprising of facilities for 2G Ethanol Bio refinery on Lumpsum Turnkey Basis on limited Tender Basis. In case of consortium, the tender document will be issued only to the leader of the consortium.
- 1.3 Bidders shall submit, along with their PQ bids, the Integrity Pact (duly signed and stamped) in the format enclosed with this document. Bids of Bidders who do not sign and submit the Integrity Pact will not be considered for further evaluation.

## 2.0 SCOPE OF WORK:

Engineering Consistency Checks, HAZOP study, Residual Basic Engineering, Detailed Engineering including design, 3D model , Project Management, site enabling jobs, Topography survey and Soil Investigation, Total Procurement (including catalysts and chemicals, Enzymes), Fabrication, Manufacturing, Quality Assurance, Inspection & Expediting, Third Party Inspection, Supplies, Transportation, Insurance, Storage of all Equipment, Materials, items and other Construction Materials, Construction Management & Supervision, Construction and Installation, 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 has been obtained by OWNER) Pre-commissioning & Mechanical Completion of Plant, Preparation of plant specific operating manuals, Start-up, **Commissioning**

**assistance** and Performance Guarantee Test Runs contract closure activities including Final invoice / billing and document hand over and handing over the entire Plant including spares with Final and “As Built” documentation to OWNER on single point responsibility basis (Lump Sum Turn Key – LSTK Basis), based on FEED Package provided by PMC at Boulsingha village, Bhatli Tehsil, Bargarh district, Odisha, India.

### **3.0 BID PRE-QUALIFICATION CRITERIA:**

Bidder seeking to bid for the subject Tender shall meet the following minimum Pre-Qualification criteria:

#### **3.1. IN CASE OF SINGLE INDIAN/ FOREIGN BIDDER:**

##### **3.1.1. Experience Criteria**

**3.1.1.1.** The Bidder should possess experience of having successfully completed, with a single point responsibility, at least one EPCC (Engineering, Procurement, Construction and Commissioning/Commissioning Assistance) contract on Lumpsum Turnkey basis during the last 10 (Ten) years with scope of work comprising of engineering, procurement including supply, Construction, Pre-commissioning and Commissioning/Commissioning Assistance in at least one of the following Units with associated offsites and utilities :

- a) Second Generation Bio-Ethanol plant
- b) Ethylene Glycol Unit
- c) Ethylene Recovery Unit
- d) Crude distillation unit (CDU)/ Vacuum distillation Unit (VDU)
- e) Fluid Catalytic Cracking Unit
- f) Hydrocracker Unit
- g) Naphtha Hydro-Treater / Continuous Catalytic Reforming Unit
- h) Diesel Hydrodesulphurization / Diesel Hydro-Treating Unit
- i) Vacuum Gasoil (VGO) Hydro-Treating Unit
- j) Hydrogen Unit
- k) Ethylene Cracker Unit
- l) Polymer Unit (Poly Propylene or High Density Poly Ethylene or Low Density Poly Ethylene /Linear Low Density Poly Ethylene / Swing)
- m) Purified Terephthalic Acid (PTA) Unit
- n) Aromatic Complex (Comprising of Naptha Hydro Treater/ Continuous Catalytic Reformer/ Isomerization/ Xylene Fractionation / Para-Xylene Recovery )
- o) Gas Sweetening/Separation Plant – On-shore /Off-shore
- p) LNG Re-Gasification facility
- q) Fertilizer Plants (Ammonia / Urea) – Oil based/ Gas Based
- r) Sulphur Recovery Unit
- s) Pulp and Paper Plant
- t) Any chemical/ bio chemical/ petrochemical process plant.

Revamp of above units will NOT be considered as qualifying experience.

The above plant/facilities should have been commissioned successfully prior to due date of submission of Bid.

- 3.1.1.2** The Units as referred in Clause No. 3.1.1.1 above must have been commissioned within the last 10 (ten) years and should have been in operation for a period of minimum 12 (twelve) months prior to due date of submission of Bid.

**3.1.2 Engineering Experience:**

- 3.1.2.1** The Bidder shall have successfully carried out Detailed Engineering by themselves during the last 10 years in the units as mentioned in para 3.1.1.1. Revamp of above units will NOT be considered as qualifying experience.

The above plant/facilities should have been commissioned successfully prior to due date of submission of Bid.

- 3.1.2.2** In case above engineering experience criteria are not met by the Bidders themselves, the Bidder may engage an engineering sub-contractor who singly meets the experience criteria under 3.1.2.1. In such a case, the Bidders shall deploy their personnel ( to be approved by Owner / Consultant later) at the design center of the engineering sub-contractor to control, monitor and approve the engineering design work / deliverables of the engineering sub-contractor prior to their issuance for review / approval by Owner / Consultant and site construction.

At the time of PQ bidding, the Bidder shall furnish Memorandum of Understanding with the Engineering Sub-Contractor for executing basic design and detail engineering, which shall be subject to acceptance by Owner / Consultant. The engineering sub-contractor shall not be changed during execution of job without prior approval of Owner/Consultant.

**3.1.3 Financial Criteria:**

- 3.1.3.1** The Average Turnover of single bidder shall be minimum of Rs 465 crores or USD 65.5 Million during the last three preceding financial years, i.e. 2017 ~ 2018, 2016 ~ 2017 and 2015 ~ 2016, or financial year ending 31.12.17, 31.12.16 & 31.12.15.

- 3.1.3.2** The single work executed by the bidder, as main or sub-contractor for work as per 3.1.1.1, during any of the last ten years ending on last day of the month immediately previous to the month in which the last date of bid submission falls should be :

- i. One similar completed work costing not less than the amount equal to Rs 744 crores or USD 104.80 Million. OR
- ii. Two similar completed work each costing not less than the amount equal to Rs 465 Crores or USD 65.50 Million. OR
- iii. Three similar completed work each costing not less than the amount equal to Rs 372 crores or USD 52.40 Million.

Note: considering Exchange rate of 1 USD = 70.99 INR as on 13/02/2019

Above values are excluding applicable taxes on services/goods.

The completion certificate submitted by the bidder in support of financial criteria shall separately indicate the Tax amount included in the value of completed job OR a separate certificate from the respective client for whom the above mentioned work was executed, mentioning the tax amount, if any, included in the value of completed job under consideration.

In case taxes amount / component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable taxes for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job.

**3.1.3.3** Net worth of the bidder should be positive.

### **3.2 IN CASE OF CONSORTIUM BIDDERS (INDIAN/ FOREIGN):**

**3.2.1** The total number of Consortium members including their leader shall be 2 (two, One Leader and One Member). The bidding entity should specify the name of the leader of the consortium.

#### **3.2.2 Experience Criteria**

**3.2.2.1** The Experience criteria shall be satisfied either singly or jointly by members of the Consortium for the Units referred in Clause No. 3.1.1.1.

Revamp of above units will NOT be considered as qualifying experience.

The above plant/facilities should have been commissioned successfully prior to due date of submission of Bid.

**3.2.2.3** The Units as referred in Clause No. 3.2.2.1 above must have been commissioned within the last 10 (ten) years and should have been in operation for a period of minimum 12 (twelve) months prior to due date of submission of Bid.

#### **3.2.3 Engineering Experience:**

The Engineering Experience criteria shall be satisfied either singly or jointly by members of the Consortium for successfully carrying out detailed engineering during the last 10 years for the Units referred in Clause No. 3.1.1.1

#### **3.2.4 Financial Criteria:**

**3.2.4.1** The Annual Average Turnover of the Leader of the Consortium should also meet the financial criteria as detailed in 3.1.3.1.

**3.2.4.2** The work executed singly or jointly by members of the Consortium, as main or sub-contractor, as per para 3.1.1.1 during any of the last ten years ending on last day of the month immediately previous to the month in which the last date of bid submission falls should be:

- i. One similar completed work costing not less than the amount equal to Rs 744 crores or USD 104.80 Million. OR
- ii. Two similar completed work each costing not less than the amount equal to Rs 465 Crores or USD 65.50 Million. OR

- iii. Three similar completed work each costing not less than the amount equal to Rs 372 crores or USD 52.40 Million.

Note: considering Exchange rate of 1 USD = 70.99 INR as on 13/02/2019

**3.2.4.3** Net worth for the both the Consortium partners should be positive

**3.2.5 Consortium Leader and Distribution of Work**

**3.2.5.1** The Consortium shall meet both the Experience criteria (Technical and Commercial) and Financial criteria as explained above.

**3.2.5.2** The division in scope of work between the Consortium members shall be commensurate with their past experience. 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 above mentioned MOU between the Consortium members shall be converted into a definitive Agreement between the parties prior to issue of LOA. The Agreement must remain in force at least till the pendency of the Contract. The Agreement should be registered with appropriate authorities.

**3.2.5.3** The Consortium Leader, its member and the distribution of their works shall be identified and submitted along with the bid and shall not be changed thereafter without approval of Owner/PMC. See APPENDIX-I for format.

**3.2.5.4** Member of the Consortium shall give irrevocable Power of Attorney (POA) to the Leader.

**3.2.5.5** The selected Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium.

**3.2.5.6** 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.



#### 4. BREIF DETAILS OF THE PRE QUALIFICATION PROCESS

Sr. No.	Details	Date/Time
1	PQ Document on Website	<a href="https://bpclproc.in">https://bpclproc.in</a>
2	Site Visit, if desired by the bidder	Contact person for Site visit <b>Mr. Amitava Deb – RCM Manager</b> Email: <a href="mailto:amitava.deb@toyo-eng.com">amitava.deb@toyo-eng.com</a> Phone: 07003166841
3	Last date and time of submission of PQ bids (Due date)	08.03.2019 at 1200 Hrs
4	Opening of PQ bids	(On e-tender portal)
5	Earnest Money Deposit for PQ bids	Not applicable

If any of the dates identified above happen to be a declared holiday in BPCL/TEIPL – Mumbai the next working day shall be considered.

The complete Bidding document is available on BPCL's website: <https://bpclproc.in/EPROC/> Bidders can view and download the document from the website mentioned above.

All amendments, time extension, clarifications, etc. will be uploaded in the website only and will not be published in newspapers. Bidders should regularly visit the above website to keep themselves updated.

5. Evaluation of Pre-Qualification shall be carried out as specified in pre-qualification booklet.
6. Issuance of PQ Data booklet and/or submission of PQ bids by itself shall not amount to pre-qualification or entitle the Bidder to participate in the bidding.
7. Completion schedule of the Project is Eighteen (18 months for mechanical completion) from date of issue of Letter of Acceptance (LOA) by BPCL.
8. After Pre-qualification process, the prequalified bidders will have to sign a NDA. Once NDA is signed by the bidder. LSTK tender shall be provided to the bidders who sign the NDA.
9. OWNER / PMC will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or delivery of Bids including costs and expenses incurred by the Bidder during prequalification.
10. The Bid submitted online through BPCL's website (<https://bpclproc.in/EPROC/>) only shall be considered for evaluation. Bids through any other mode shall not be accepted.

11. OWNER / PMC reserve the right to reject any or all bids at their sole discretion without assigning any reason whatsoever.
12. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their bid.
13. Bidder submitting their Bid shall not be under liquidation, court receivership or similar proceeding.
14. The Bidder shall submit documentary evidence by way of copies of work order, proof of completion, proof of one year operation of the Plant and Memorandum of Understanding and or Letter of commitment from engineering sub-contractor, if applicable and balance sheet or audited financial statements including Profit & Loss Account, etc. along with the Bid to establish Bidder's conformance to Pre-Qualification criteria. All supporting documents pertaining to experience criteria submitted by foreign bidder as evidence shall be in English language and certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy / High Commission in Bidder's Country.
15. All documents furnished by the bidder in support of meeting the Experience Criteria (Technical and Commercial) and Financial Criteria of Pre-qualification Criteria (PQC) shall be duly Notarized by any Notary Public in the Bidder's country. In case of Notarization, Bidder shall also submit an Affidavit duly notarized in the Format attached as Appendix – V with this NIT, signed by the Authorized signatory of the Bidder.
16. Financial documents shall be duly certified by Statutory auditors of the Bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
17. In case Bidder submits bound published and audited annual financial statements including balance sheets, profit & loss accounts and all other schedules for the preceding three financial years in original, the same shall be considered without certification of Statutory Auditor/Notarization of Notary Public.
18. In cases where due to their internal / local regulation the bidder is not able to submit audited financial statements, CEO / CFO's certificate in original 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) may be accepted.
19. 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 in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

20. However, in case the bidder submits a photo copy of published financial statement, the same shall be certified either by statutory auditor or Notary Public, in original, as per Sr. No. 14 above.
21. In case any documents are not in English Language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce in Bidder's country, along with the original PQC documents.
22. All documents furnished by the bidder in support of meeting the Experience and Financial criteria of PQC as per NIT shall be submitted in a separate section/booklet along with their Bid. This section/booklet shall be titled as "Documentation against Bidder Qualification Criteria (Technical and Financial)" with proper index and page numbering. Refer Instructions to Bidders (ITB) for details.
23. Submission of authentic documents is the prime responsibility of the Bidder. However, BPCL/TEIPL reserves the right of getting the document cross verified, at their discretion, from the document issuing authority.
24. BPCL/ TEIPL reserve the right to complete the evaluation based on the details furnished (without seeking any additional information) and/or in-house data, survey, or otherwise.
25. The Bidder must establish a full-fledged office and engineering set-up in India and a co-ordination office in Mumbai, either of their own or of their subsidiary / associate company through which the total project job can be coordinated.
26. In case of ambiguity or incomplete documents pertaining to pre-qualification criteria (PQC), bidders shall be given only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents in support of meeting the pre-qualification criteria (PQC), In case the bidder fails to submit any document or submits incomplete documents within the given time, the bidder's submission will be rejected.
27. For Indian Bidder, Order value(s) in multiple currencies shall be converted to equivalent INR at the exchange rate of RBI reference as on the date of award of such proposed qualifying work(s). Similarly for Foreign Bidder, Order value(s), in multiple currencies shall be converted at the exchange rate of RBI reference to equivalent US\$ as on date of award of such proposed qualifying work(s). In case of Foreign Bidders, if the Annual Turnover is in currency other than US\$, the same shall be converted into equivalent US\$ considering the conversion factor indicated in bidder's audited financial Report. In case the same is not indicated, the conversion rate of US\$ as on last date of bidder's financial year shall be considered based on RBI reference rates.
28. A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting only the commercial experience criteria of PQC subject to submission of following documents in support of meeting the Commercial experience criteria of "Pre-Qualification Criteria":

- a. Copy of work order along with SOR issued by main contractor.
- b. Copies of Completion Certificates from the end User/Owner and also from the main contractor. The Completion Certificate shall have details like work order Number / date, brief scope of work, ordered & executed value of the job, completion date etc. However, where the Completion Certificate does not mention the executed value of the Work Order, the bidder shall submit other documentary proof evidencing the executed value of the work order (eg : documents such as Tax paid Invoice ( s ) etc ).

29. Experience of the bidding entity only shall be considered. A job executed by Bidder for its own Plant/Projects, cannot be considered as experience for the purpose of meeting requirement of PQC of the tender. Project executed by the Bidder for Parent/Affiliate/Group company/Subsidiary/ Fellow Subsidiary/ Holding company can be considered as experience to qualify against the PQC provided the Bidder and the Parent/Affiliate/Group company/Subsidiary/Fellow Subsidiary/ Holding company are independent entities in the eyes of Law and the Bidder is able to submit tax paid invoice(s) duly certified by competent Statutory auditor towards payment of statutory tax for the executed job. Such documentary proof shall be submitted in addition to the other documents required for meeting PQC.
30. In case audited balance sheets and profit and loss account for the immediate preceding financial year is not available for bid closing date up to 31<sup>st</sup> December, the Bidder has an option to submit the audited balance sheets and profit & loss account of the three previous years immediately prior to the last financial year. However, for bid closing date after 31<sup>st</sup> December, the bidder has to compulsorily submit the audited balance sheets and profit and loss account for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria. In any case the date (i.e. the financial period closing date) of the immediate previous year's audited annual accounts should not be older than eighteen (18) months from the bid due date.
31. Bidders may raise disputes / complaints, if any, with the nominated Independent External Monitor (IEM) whose name/ address/ contact numbers are as given below:

1. Name of <b>IEM</b> and E-Mail Id	Shri. Virendra Bahadur Singh / vbsinghips@gmail.com	Shri. Vikram Srivastava/ vikramsrivastava1973@gmail.co	Shri. Shantanu Consul / shantanuconsul@gmail.com	To be contacted for:  <b>COMPLAINTS ONLY</b>
2. <b>IEM's</b> Address	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow-226010	E-202, Second Floor, Greater Kailash Part 2, New Delhi-110048.	No.9MCHS (IAS Officers Colony), 16th Main, 5th C Cross, BTM 2nd stage, Bangalore - 560 076	
3. <b>IEM's</b> Mobile Number	08853760730	09810642323	09740069318	

1) Name of Procuring Officer- <b>PO</b>	Mr. V. M. Malpe	To be contacted for: <b>All Other Clarifications/ Details Regarding This Tender</b>
2) PO's email ID	<b><u>malpevm@bharatpetroleum.in</u></b>	
3) <b>PO's</b> Office Address	P&CS Department, 2 <sup>nd</sup> Floor, BPCL Mahul Refinery, Mumbai-400074	
4) <b>PO's</b> Contact Number	022-25533298	

**INSTRUCTIONS  
TO  
BIDDERS  
FOR  
PQ BID SUBMISSION**

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## **1.0 DEFINITIONS**

- 1.1 'Owner' shall mean M/s Bharat Petroleum Corporation Ltd. (BPCL) (Bio Fuels Division) a Government of India Enterprise incorporated in India having their registered office at Bharat Bhavan, 4 & 6 Currimbhoy road, Ballard Estate, Mumbai – 400038, India, which expression shall include their successors and assigns.
- 1.2 'PMC' or 'Consultant' shall mean M/s Toyo Engineering India Pvt. Limited (TEIPL) having their Registered Office at Toyo House, LBS Marg, Kanjurmarg (West), Mumbai 400 078 (India) which expression shall include their successors and assigns.
- 1.3 'Project' shall mean the Project & described in this document.
- 1.4 'Contractor' shall mean any Person, Company, Firm or Body who may be engaged by Owner for works and services connected with supply of technology, Engineering, Procurement, Supply, Construction, Installation, Erection, Project Management and Commissioning of the facilities for the Project.
- 1.5 'IFP' shall mean 'Invitation for Pre-Qualification'.
- 1.6 'PQ' shall mean Pre-qualification.
- 1.7 'PQ Bid' shall mean the bid submitted by Bidder(s) for Pre-qualification for issue of the bidding document for the LSTK- Package and in response to this 'PQ Booklet'.
- 1.8 'Bidder' shall mean the agency who shall submit or who have submitted the PQ Bid in response to PQ Booklet.
- 1.9 'Pre-qualified Bidder' shall mean the Bidder who has been pre-qualified for issue of the Bidding Document for the LSTK- Package.
- 1.9.1 In case a bidder is pre-qualified, with area of concern / deficiency in the qualification proposal, which shall be solely at the discretion of Owner/ Consultant, such 'area of concern' shall be mentioned in the notification of Owner/ Consultant and such Bidders shall be considered as pre-qualified only when such required details/ documents are submitted by these Bidders to the satisfaction of Owner/Consultant.
- 1.9.2 'Bidding Document/ Main Bidding Document' shall mean the document issued to the Pre-qualified Bidder for submission of their EPCC Bid.
- 1.10 'LSTK' shall mean Lumpsum Turnkey
- 1.11 'EPCC' shall mean Engineering, Procurement (including supply), Construction and Commissioning.
- 1.12 'EPCC Bid' shall mean the bid submitted by the Pre-qualified Bidder in response to the issue of the Bidding Document.
- 1.13 'Engineering' shall mean Residual Basic Design / Engineering and Detailed Engineering.
- 1.14 'Residual Process Design' shall mean balance Basic Engineering Design/Documents required to supplement the Process Documents beyond the standard process package as normally supplied by Licensors, so that engineering work can proceed smoothly thereafter.
- 1.15 'Experience Criteria' shall mean the minimum experience criteria as specified herein (clause 3.0 of NIT), to all Bidders who have submitted the PQ Bid. Only those Bidders who meet this 'Experience Criteria' shall be considered as meeting the minimum Pre-qualification requirements with respect to experience.



- 1.16 'Financial Criteria' (clause 3.0 of NIT) shall mean the minimum single Contract Value and Annual Turnover criteria mentioned and shall be applied to all Bidders who have submitted the PQ Bid for the said package. Only those Bidders who meet this 'Financial Criteria' shall be considered as meeting the minimum Pre-qualification requirements with respect to financial capability. Financial criteria shall be applied in respect to the bidding entity and not of Group where bidder is part of a Group.
- 1.17 All headings of the clauses in this document are broadly indicative of the contents of the clauses and not as a summary of the contents thereof.
- 1.18 Unless otherwise specifically stated, the singular shall include the plural and vice versa.

## **2.0 TERMS AND CONDITIONS**

### **2.1 Cost of bidding**

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

### **2.2 Language of PQ Bids**

The Bid and all correspondence incidental and related to Bid shall be written 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 Bid, English translation shall govern. Responsibility for correctness in translation shall lie with the Bidders.

### **2.3 Bidder as Sub-Contractor**

A single bidder or Consortium leader / member shall not be a sub-contractor of another bidder at the bidding stage.

### **2.4 Engineering Sub-contracting**

In the event of sub-contracting as detailed in clause 3.1.2.2 of NIT, the Bidder shall furnish details such as:

- 2.4.1 Exposure of engineering sub-contractor to 3D Design software, number of personnel trained and experienced in the use of these systems available with the engineering sub-contractor and number of workstations proposed to be deployed.
- 2.4.2 Total hardware and software available with the Bidder and proposed to be deployed.
- 2.4.3 The Bidder shall locate project Co-ordinator and their Lead Engineers of the respective disciplines viz. Civil, Structural, Pressure Vessels, Static & Rotating Equipment, Package, Piping, Electrical & Instrumentation, Piping Stress Analysis at the Design Centre (Office) of the engineering sub-contractor to control monitor and approve the engineering Design work/deliverables of the Engineering sub-contractor prior to their issuance for review/ approval by Consultant/Owner or Manufacturing or Site Construction. All interactions on Design/ Review / Discussions with Owner/Consultant/ Owner's representative shall be done under single point responsibility of the Bidder.

- 2.4.4 At around 50 % progress of the construction phase, the Bidder and engineering sub-contractor(s) shall position at work site, a field engineering team consisting of engineers who have carried out the design at the Design Centre to closely co-ordinate with site construction group to resolve any issues related to design construction. The field engineering team shall be equipped with all their design aids (both hardware and software) and with effective facilities with their Corporate Design Centre.

## 2.5 **MULTIPLE / ALTERNATIVE PQ BIDS**

A Bidder (i.e. the bidding entity) shall, on no account submit more than one PQ Bid either directly (as a single bidder or indirectly as a sub-contractor) failing which following actions shall be initiated :

- i) All PQ Bids submitted by such bidder (say 'A') directly and indirectly, shall stand rejected and EMD, if any, in case of direct PQ Bid by Bidder 'A' shall be forfeited.
- ii) If another Bidder (say 'B') has proposed Bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the Bidder 'B' has also proposed an alternative sub-contractor who is other than Bidder 'A' , then Bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative / multiple bids.

## 2.6 **OWNER'S / PMC'S RIGHT**

- 2.6.1 OWNER / PMC reserves their right to call for originals of the supporting documents for verification, if so deemed fit and also to cross check for any details as furnished by the Bidder from their previous Clients / Consultants. The Bidder shall have no objection whatsoever in this regard.
- 2.6.2 OWNER / PMC reserves the right to assess Bidder's capability and capacity to perform the assignment by taking into account various aspects such as concurrent commitments, resources available, etc., should the circumstances so warrant such assessment in the overall interests of the Project.
- 2.6.3 OWNER / PMC reserves the right to make use of available in-house data also for pre-qualification of agencies who have submitted P.Q. bids for pre-qualification.
- 2.6.4 OWNER / PMC reserves the right for acceptability of the Bidder's Bank, for Performance Bank Guarantee, which are required to be submitted by successful bidder after award of work.
- 2.6.5 All the details / documents submitted along with the PQ Bid and which have been considered for pre-qualification shall remain valid and the minimum commitments from Bidder and in case of successful Bidder, such commitments may form part of Contract document.
- 2.6.6 In-house work experience shall not be considered as valid experience for the purpose of Pre-qualification.

### **3.0 OPENING AND EVALUATION OF PQ BID**

#### **3.1 OPENING OF PQ BIDS**

- 3.1.1 PQ Bid shall be opened online through the e-tender portal, at the specified date and time given in the PQ booklet or extended otherwise. The bidders who have submitted their PQ Bid will be able to view online the name and status of all the bidders at their respective windows, after the PQ bid opening by Owner/Consultant.

#### **3.2 BID EVALUATION CRITERIA**

Bidder intending to participate shall meet the Pre-Qualification criteria stated in 'NIT'. Bidders who meet the Experience Criteria (Technical and Commercial) and Financial Criteria as mentioned in 'NIT', and also meet / comply with the requirements specified under various clauses of this Pre-Qualification (PQ) Booklet will be pre-qualified.

#### **3.3 BID EVALUATION**

While evaluating the Bidder's conformity with Minimum Experience Criteria, the following considerations shall be applied.

- a) Only such works shall be taken into consideration, the details of which have been submitted by the Bidder along with copy of Work Order/ notification for award/contract agreement, copy of completion certificate and proof that unit was in operation.
- b) Copy of work order/ notification for award of work is a mandatory document which establishes that the Bidder has been awarded a work which meets the minimum single contract value mentioned under Experience Criteria, Clause no. 3.1 & 3.2 of NIT
- c) Proof of operation of Plant is also a mandatory document to establish that plant was in operation for at least one year.
- d) In case these mandatory documents as required under (b) to (c) above are not enclosed, such works may not be considered as meeting/ contributing the Experience Criteria.
- e) For evaluating, only such Financial details shall be taken into consideration, which have been submitted by the Bidder.
- f) PMC will examine the PQ Bids for their completeness, whether the documents have been signed, and whether the details furnished are generally in order.
- g) OWNER / PMC reserve the right not to seek any clarification on documents submitted in support of prequalification requirements and evaluate the PQ bids as on "Received basis".
- h) Bidder intending to participate shall meet the pre-qualification requirement stated in clause 3.0 of Invitation for Pre-Qualification above.
- i) Owner's right to accept any PQ bid and reject any or all PQ bids

The OWNER / PMC reserves the right to accept or reject any PQ bid and to annul the Bidding process and reject all PQ bids at any time without thereby incurring

any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Owner's action.

### **3.4 Contacting the Owner / PMC**

- 3.4.1 No Bidder shall contact the OWNER / PMC on any matter relating to its PQ Bid from the time of submission of PQ Bid, unless requested so in writing. Any effort by a Bidder to influence the OWNER / PMC in the Owner's decisions in respect of PQ Bid evaluation will result in the rejection of that Bidder's PQ Bid.
- 3.4.2 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 their PQ Bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent/ additional information.

### **4.0 Preparation / submission of PQ Bids**

On receipt of the PQ Booklet, Bidder shall submit Acknowledgement cum Consent Letter (Appendix-III) within 05 (Five) working days after receipt of PQ Booklet to PMC.

#### **4.1 PQ Bid outline requirements**

Bidder is required to make a proposal in a format as per the Structure mentioned in the PQ Bid Submission check list as per Appendix II on Page Nos 49 to 51 in order to achieve the objective of maintaining a uniform proposal structure from all the Bidders. This requirement must be adhered to by all the Bidders :

The Bid Qualification Requirement (BQC) requirements are explicitly stated in the prequalification data booklet. Bidder is required to study these requirements in detail and make a proposal in the outline as defined above completely meeting these requirements. The Bid must be complete in all respects leaving no scope for ambiguity.

**It is in the interest of Bidder to submit complete and comprehensive proposal leaving no scope for OWNER / PMC to raise any further questionnaires as the proposal may only be evaluated on the basis of what has been submitted by the Bidder in the first instance in order to adhere with very strict Project Schedule requirements.**

**Complete PQ BID shall be serially page numbered and indexed in detail. Wherever reference to any document is made in support of pre-qualification criteria, the relevant page number of such document shall be clearly indicated. All strikeouts, corrections etc. shall be duly authenticated by affixing the signature along side. In case such strikeouts/corrections are not authenticated, such bids shall not be taken up for further evaluation.**

### **5.0 Documents comprising the PQ Bid**

The PQ bid should be prepared by the Bidder and shall be submitted along with the following minimum documents :

- i) Submission of Power of Attorney (POA) in favor of the Authorized Bid Signatory.
- ii) The PQ bid shall be signed (e-signed) by the person duly authorized to sign on behalf of the bidder & having valid POA for the same at the time of bid submission.

The digital signature used for signing the PQ bid shall be issued in the name of such Authorized person & the certificate details, available from the e-signed documents, should indicate the details of the signatories. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

- iii) Details of the experience as per clause 3.0 of this NIT completed during the last 10 (ten) years as detailed out in 'Invitation for Prequalification' as per BQC form. Copies of Work Orders and completion certificates should be enclosed with the Bid in support of pre-qualification requirement.
- iv) Annual audited report statement for the last 3 (three) financial years i.e. 2017 ~ 2018, 2016 ~ 2017 and 2015 ~ 2016. This shall be a verifiable statement of annual accounts certified by a Chartered Accountant or Public accountant in the form of printed annual reports or similar document.
- v) Concurrent commitments.
- vi) Information regarding any current litigation in which the bidder is involved
- vii) Bankers certificate of solvency.
- viii) Details of design, engineering facilities and manpower / organization available with Bidder for carrying out residual basic engineering and detailed engineering. Where Bidder does not have such facilities / manpower in-house or where in-house facilities/ manpower are inadequate, the bidder shall confirm that he is willing to engage an engineering sub-contractor duly approved by OWNER / PMC. The proposed engineering sub-contractor shall be identified & detailed information provided at the time of Bidding for purpose of evaluation by OWNER / PMC.
- ix) "Original" PQ booklet duly signed and stamped by the Bidder.
- x) Bidders shall, within 3 (three) days of PQ Bid Opening, submit the originals of all those documents which have been scanned and have been uploaded in PQ bid, meeting Bidder Qualification Criteria (BQC) as per ITB. All these documents shall be submitted in originals in a separate section/booklet along with their offer. This section/booklet shall be titled as "Documentation against Bidder Qualification Criteria (Technical, Commercial & Financial) Ref: PQ Booklet No. 6370-BBBR/LSTK/PQB-001" with proper index & page numbering & the same shall be sent to :

**Project Department**

Toyo Engineering India Private Limited  
Toyo Technology Center, 71, Kanjur Village Road, Kanjurmarg (East)  
Mumbai 400 042, India  
Attn : Mr. Amit Desai  
Phone : +91-22-2573 5970  
Fax : +91-22-2573 5842

All Forms duly filled as stipulated in this PQ booklet shall be submitted with PQ bid.

## **6.0 SUBMISSION OF PQ BIDS**

6.1 PQ Bid in Physical Form, through e-mail/Post/Fax/CD etc. is not permitted. The PQ Bid submitted online through BPCL's website: <https://bpclproc.in> only shall be considered for evaluation. Bidders are required to upload the PQ Bid along with all supporting documents on the BPCL's website: <https://bpclproc.in> only.

6.2 The PQ bid shall be submitted by uploading relevant document in respective covers provided in the BPCL's website: <https://bpcleproc.in>.

6.3 Bidders are advised to download the documents from BPCL's website: <https://bpcleproc.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 TEIPL/BPCL shall be liable for rejection.

## **7.0 MANDATORY REQUIREMENTS**

### **7.1 LITIGATION/ARBITRATION**

7.1.1 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.

7.1.2 Bidder submitting their PQ details shall not be under liquidation, court receivership or similar proceedings.

### **7.2 FRAUDULENT PRACTICES**

7.2.1 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 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 **6370-BBBR/ LSTK/PQB-001** 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/TEIPL debaring them from future business with Owner & TEIPL for a time period, as per the prevailing policy of OWNER & TEIPL.

### **7.3 APPLICABLE LAW AND JURISDICTION**

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

### **7.4 SPECIFIC REQUIREMENTS FOR ENGINEERING AND CONSTRUCTION :**

- 7.4.1 Bidder shall have a design Organization with adequate strength of technical personnel and supporting design tools / aids and shall have extensively used 3D Modeling based on PDS / PDMS for design of their past project.

- 7.4.2 Following methodology shall be followed for carrying out Engineering Work. The Bidder must follow the same for executing the Engineering work.

- i. Review of model / drawings and documents issued by EPCC Contractor shall be carried out by Owner/PMC.
- ii. Complete Engineering shall be carried out at a single office on dedicated Task Force Basis, unless otherwise specifically required elsewhere, as per this PQ Booklet.
- iii. Engineering shall be carried out with adequate strength of engineering personnel and support design aids.
- iv. Engineering shall be carried out through extensive use of latest design software including 3D Modelling with PDS/PDMS software. Adequate number of workstations shall be deployed, commensurate with the project schedule. Bidder must furnish details of the number of available workstations along with the Bid.
- v. During construction period, field engineering services shall be required and have to be provided.

- 7.5** All the details / documents submitted along with PQ proposal which have been considered for evaluation of Pre-qualification shall form as the minimum commitments from Bidder and shall form part of Contract document to that extent.

- 7.6** Bidder shall ensure that as a minimum the following activities are performed by them directly and not sub-contracted.

- i) Project Management
- ii) Planning, Scheduling, Monitoring
- iii) Residual Process Design and Engineering(Except in case where engineering sub-contractor is approved by Owner/Consultant)
- iv) Procurement
- v) Construction Management
- vi) Quality Assurance (Project Management) and Safety Management.
- vii) Pre-commissioning/commissioning.

- 7.7** Bidder to submit signed non-disclosure agreement along with their bid.

## **8.0 ACKNOWLEDGEMENT & CONFIRMATION**

- 8.1 Within 05 (Five) days of downloading the PQ Booklet, Bidder shall acknowledge the receipt of PQ Booklet and confirm his intention to submit his PQ Bid as per the Proforma enclosed as Appendix - III to this document.
- 8.2 Bidder must furnish the Acknowledgement-Cum-Consent Letter positively. Bidder should download the PQ Booklet in their name and while downloading the PQ Booklet shall give complete and correct contact details while downloading the document.

## **9.0 INTEGRITY PACT**

Bidders are required to sign an Integrity Pact (IP) (enclosed as Appendix - IV) as per the proforma enclosed to this document. Proforma of Integrity Pact shall be returned by the Bidders along with the PQ Bid, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the Integrity Pact duly signed along with the PQ bid shall result in the PQ bid not being considered for further evaluation.



# BIDDING FORMS

## **ROC - FORMS**

### **RESPONSIVE OFFER CRITERIA (ROC)**

- (1) Bidder must categorically state that all terms and conditions of PQ data booklet vide clause 3.0 of "NIT" are acceptable to them.
- (2) All the forms are duly filled, stamped and signed by Bid signatory.
- (3) Bidder proposal is as per Bid outline requirements.

(SIGNATURE OF BIDDER)

## BQC – FORM

### BID QUALIFICATION CRITERIA (BQC)

#### EXPERIENCE DETAILS FOR 2G ETHANOL BIOREFINERY - LSTK- PACKAGE

Bidder to submit following information as per below clause **1.0 Experience** (pages 28 & 29) and **2.0 Annual Turnover** (page 35) and also in **Form (1), Form (2) and Form (3)** (pages 32 through 38) attached herewith :

#### 1.0 EXPERIENCE

SR. NO.	DESCRIPTION	PROJECT – 1, 2 etc.
1.	Project name and description	
2.	Capacity of plant	
3.	(a) Awarded contract value (INR / US\$) without service tax	
	(b) Final executed contract value (INR / US\$) without service tax	
	(c) Exchange rate considered for contract	
4.	Scope of responsibilities for :	
	(a) Residual process design	
	(b) Detailed engineering	
	(c) Procurement and supply	
	(d) Construction	

	(e) Testing, commissioning/commissioning assistance and performance guarantee run	
	(f) Project management	
	Note: in case work executed on CONSORTIUM basis only scope of responsibilities of Bidder's organization be mentioned	
<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>PROJECT – 1, 2 etc.</b>
5.	Name of Owner	
	(a) Name and address of Owner's contact person	
	(b) Telephone and Fax No.	
6.	Name of Engineering Consultant (if any)	
	(a) Name and address of Consultant's contact person	
	(b) Telephone and Fax No.	
7.	(a) Date / month / year of award / commencement of Project	
	(b) Date / month / year of scheduled commissioning of Project.	
	(c) Date / month / year of actual commissioning of Project.	
8.	Basis of work	Individual / Consortium
9.	Details of LSTK work outside your own country	
10.	Whether document submitted in support viz. copies of work order and completion certificate identifying the scope of responsibility and successful commissioning of project for ascertaining BQC.	
11.	Health & safety	Total no. of accidents / loss time accidents
12.	Documents enclosed as proof	
13.	Copy of MOU to be enclosed if experience mentioned above is executed as Consortium	

## 2.0 ANNUAL TURNOVER

- (1) 2018 - 2017 INR \_\_\_\_\_ million / US \$ \_\_\_\_\_ million  
(2) 2017 -2016 INR \_\_\_\_\_ million / US \$ \_\_\_\_\_ million  
(3) 2016 -2015 INR \_\_\_\_\_ million / US \$ \_\_\_\_\_ million

**or**

- (1) 31.12.17 US \$ \_\_\_\_\_ million  
(2) 31.12.16 US \$ \_\_\_\_\_ million  
(3) 31.12.15 US \$ \_\_\_\_\_ million

Whether copies of balance sheet and annual turnover statements for the above three financial years submitted - YES / NO

**Note 1 :** Bidder shall furnish the experience details as above of Projects which they consider suitable for their pre-qualification. OWNER / PMC reserve the right not to evaluate any other Project details.

**2 :** Bidder to note that BQC form shall be filled as per the Proformas as stated, along with 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.

### **LIST OF FORMS**

**Bidder to submit following FORMS duly filled in :**

FORM - 1	Bidder's concurrent commitment
FORM - 2	Bidder's past experience for the last 10 years
FORM - 3	Financial details
FORM – 4	Confirmation regarding Mandatory requirements
FORM – 5	Bidder's Organization details
FORM – 6	Litigation / Arbitration details
FORM – 7	Confirmation regarding Blacklisting from BPCL, Govt of India or any Public Sector undertaking/ Holiday list
FORM – 8	Confirmation regarding signing of NDA after prequalifying

DETAILS OF CONCURRENT COMMITMENTS

(Name of the project)

SR. NO.	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN- CHARGE	DESCRIP TION OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENCE MENT OF WORK	SCHEDULED COMPLETION PERIOD	% COMPLE TION AS ON DATE	REMAR KS

(SIGNATURE OF BIDDER )

**LSTK EXPERIENCES**

Bidder shall furnish their LSTK experience details with reference to the work, which pre-qualify them in line with Experience Criteria mentioned under clause 3.0 of 'Invitation for Pre-qualification'

(MARK FOR APPLICABILITY IN BOX ☐ )

EPCC Package :

S. No.	Description	PROJECT – 1, 2 etc.
1.	Name of Project, Location	
2.	Description of work	
3.	Single LSTK Contract value (without service tax)  a) Awarded b) Final executed c) Exchange rate considered for contract	
4.	Capacity of the plant	
5.	Name of Owner, Postal Address, Phone / fax no. / Email	
6.	Name of Consultant/ Postal Address, Phone / fax no. / Email	
7	Project Status  <ul style="list-style-type: none"> <li>• Date of Award</li> <li>• Effective Date of Contract</li> <li>• Starting date</li> <li>• Scheduled Mechanical completion date</li> <li>• Actual Mechanical completion date</li> <li>• Actual Commissioning date</li> <li>• Actual PGTR date</li> <li>• Delays in months, if any</li> <li>• Reasons for delay, if any</li> <li>• Scheduled Project completion date (handover)</li> <li>• Actual Project completion date (handover)</li> <li>• Delay in months (if any)</li> <li>• Reasons for delay (If any)</li> </ul>	



8	<p>Scope of work executed by Bidder's organization</p> <p>(In case work has been executed on Consortium basis, only scope of work of Bidder's organization be mentioned)</p>	<ul style="list-style-type: none"> <li>• Residual process design</li> <li>• Detailed Engineering</li> <li>• Project Management</li> <li>• Procurement services</li> <li>• Procurement including supply</li> <li>• Construction</li> <li>• Construction Supervision</li> <li>• QA/QC</li> <li>• Pre-commissioning &amp; Commissioning/Commissioning Assistance</li> <li>• Supervision of Commissioning</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9.	Total man-hour statistics for the Project	<p>Contractor      Sub contractor</p> <ul style="list-style-type: none"> <li>• Residual Process design</li> <li>• Detailed Engineering</li> <li>• Project Management</li> <li>• Procurement Services</li> <li>• Procurement including supply</li> <li>• QA/QC</li> <li>• Pre-commissioning &amp; commissioning</li> <li>• Supervision of commissioning</li> </ul>	Total
10	Completion status	<ul style="list-style-type: none"> <li>• Specify Date of</li> <li>- Mechanical completion</li> <li>- Commissioning</li> <li>- Performance Guarantee runs</li> <li>- Handing over plant to Owner</li> <li>- Whether completion certificate enclosed</li> </ul> <p>YES <input type="checkbox"/>      No <input type="checkbox"/></p>	
11.1	Copy of work order/ Contract Agreement enclosed	<p>YES <input type="checkbox"/>      No <input type="checkbox"/></p>	
11.2	A certificate that the Plant is put into commercial operation	<p>YES <input type="checkbox"/>      No <input type="checkbox"/></p>	
12	Health and Safety records	<ul style="list-style-type: none"> <li>• Total number of lost time accidents</li> <li>• Total number of facilities (if any)</li> </ul>	

13	Sourcing of permanent materials	Countries such as ----- -----	
14	Volume of work such as	<ul style="list-style-type: none"> <li>• RCC in Cu. Mtr.</li> <li>• Structural Steel in MT</li> <li>• Total Piping inch. Mtr</li> <li>• Total No. of Equipment</li> <li>• Total equipment Weight</li> <li>• Details of Critical Equipment such as columns, vessels, Pumps, Compressors etc.</li> <li>• Weight of largest single piece of equipment</li> <li>• Capacity of Crane deployed for the erection</li> </ul>	
15	Constraints	Details of constraints faced in the execution of the work	
16	Type of Project	Whether this work is for: <ul style="list-style-type: none"> <li>• Grass Root Refinery</li> <li>• Existing Refinery</li> <li>• Petrochemical Plant</li> <li>• Gas Processing Plant, on shore/ off-shore</li> <li>• Fertilizer – oil/ gas</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
17	Basis of work	<ul style="list-style-type: none"> <li>• Individual</li> <li>• Consortium</li> </ul>	
18	Details of LSTK work experience in India		

**FINANCIAL DETAILS****A. AUDITED ANNUAL TURNOVER REPORTS FOR LAST 3 YEARS**

	Gross Turnover INRORUS\$ OR (US\$) equivalent	Gross Profit INRORUS \$ OR (US\$) equivalent	Net Profit after tax, interest & Depreciation INR OR US \$ OR(US\$) equivalent	Exchange rate considered (if any currency other than US\$)
i.) 2018-2017 ii.) 2017-2016 iii.) 2016-2015  i)31.12.2017 ii)31.12.2016 iii)31.12.2015				

**B. DETAILS OF BANKERS :**

MAIN BANKERS    NAME  
                         ADDRESS  
                         PHONE / FAX

**C.    ENCLOSE AUDITED REPORT OF PROFIT & LOSS STATEMENT FOR THE PRECEDING THREE ACCOUNTING YEARS**

2018-2017  
2017-2016  
2016-2015  
OR  
31.12.2017  
31.12.2016  
31.12.2015

**D. PROJECTED ANNUAL TURNOVER – INR OR US\$ OR US\$ EQUIVALENT****D.1    CURRENT ACCOUNT YEAR**

- COMPANY INR OR US\$ OR US\$ EQUIVALENT PARENT COMPANY INR OR US\$ OR US\$ EQUIVALENT

**D.1    NEXT ACCOUNT YEAR**

COMPANY INR OR US\$ OR US\$ EQUIVALENT PARENT COMPANY INR OR US\$ OR US\$ EQUIVALENT

E. CREDIT FACILITIES AVAILABLE WITH COMPANY -----  
(Banker's letter may be enclosed)

G. THE BIDDER SHALL ATTACH FRESH SOLVENCY CERTIFICATE ISSUED BY HIS  
MAIN BANKER

SUBMITTED	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

H. ENCLOSE LETTER FROM YOUR BANKER/SELF THAT THE AGENCY IS NOT  
UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS.

**CONFIRMATION REGARDING MANDATORY REQUIREMENTS**

Bidder shall confirm their compliance with the Mandatory Requirements as mentioned under the following clauses of this PQ Booklet

- Clause No.7.1.1 of ITB : YES - ☐
- Clause No. 7.1.2 of ITB : YES - ☐
- Clause No. 7.4.1 of ITB : YES - ☐
- Clause No. 7.4.2 (iii) of ITB : YES - ☐
- Clause No. 7.6 of ITB : YES - ☐
- Clause No. 7.7 of ITB : YES - ☐

### **BIDDER'S ORGANIZATION DETAILS**

In this Exhibit Bidder shall detail out Company's Organization details, detailing out specifically.

- 1) Whether the Company is
  - a) Public / Pvt. Limited Company
  - b) Partnership
  - c) Sole Proprietor
- 2) Whether any change in Company's Ownership has occurred, during last 10 years, if yes, then when:
  - a) No change
  - b) Changed up to 2 times during last 10 years
  - c) Changed more than 3 times during last 10 years

**LITIGATION / ARBITRATION DETAILS**

In this Exhibit Bidder shall furnish details of litigation /arbitration cases of the Bidder during the last 5 years.

**CONFIRMATION REGARDING BLACKLISTING FROM BPCL, GOVT OF INDIA OR ANY  
PUBLIC SECTOR UNDERTAKING / HOLIDAY LIST**

In this Exhibit Bidder shall confirm that bidder is not Blacklisted or included in the Holiday list of BPCL, Govt. of India or any Public sector undertaking.



**CONFIRMATION REGARDING SIGNING OF NDA AFTER GETTING PREQUALIFIED**

In this Exhibit Bidder shall confirm that bidder sign the NDA (Non- Disclosure Agreement) after getting prequalified and the bidder has no objection / issue in this regards.

FORMAT OF DECLARATION  
(NOTARIAL ATTESTED)

To,  
Bharat Petroleum Corporation Ltd.

Sub: Tender No. : \_\_\_\_\_ for \_\_\_\_\_

Dear Sir,

1. The Pre-Qualification 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 Bharat Petroleum 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 3.2.2.1 of the NIT for the LSTK- Package of 2G Ethanol Bio refinery at Bargarh, Odisha, India of Bharat Petroleum Corporation Ltd, shall assume direct responsibility 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 BPCL 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

## **CHECK LIST FOR PQ BID SUBMISSION**

## **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 Pre-Qualification 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. UNDER SECTION-1**

#### **A.1 Letter of submission**

Submitted ☐ Page No. -----

#### **A.2 Check List**

This check list duly filled in and stamped

Submitted ☐ Page No. -----

#### **A.3 Power of Attorney in favor of Signatory of PQ Bid**

Submitted ☐ Page No. -----

#### **A.4 Memorandum of Understanding in Case of Consortium bids**

Submitted ☐ Page No. -----

#### **A.5 Basis of Bidding**

i)	Single Bidder	<input type="checkbox"/>
ii)	Consortium Bidding	<input type="checkbox"/>
iii)	Foreign Bidder through Indian Affiliates	<input type="checkbox"/>

#### **A.6 Integrity Pact Duly signed and stamped**

Submitted ☐ Page No. -----

### **B. UNDER SECTION-2**

#### **B.1 Particular Experience Details as per BQC along with copy of work order / Award of work, copy of Proof of Completion And that the plant is in operation or PG test run has been conducted**

Submitted ☐ Page No. -----

B.2 Specify name of projects for which  
Experience details as per Sl. No. B.1  
has been submitted :

-----  
-----  
-----

B.9 Present commitments as per Form-1

Submitted ☐ Page No. -----

B.3 Past Experience details as per Form-2  
along with copy of work order / award of work,  
copy of Proof of Completion and that the plant  
is in operation or PG test run has been conducted

Submitted ☐ Page No. -----

B.4 Specify name of projects for which  
Experience details as per Sl. No. B.3  
has been submitted :

-----  
-----  
-----

B.5 Financial details as per Form-3

Submitted ☐ Page No. -----

B.5.1 Audited Balance sheet including  
Profit and Loss account for the  
Last three years

Submitted ☐

Submitted for the years

1. -----
2. -----
3. -----

B.5.2 Fresh solvency certificate  
Issued by the Banker

Submitted ☐ Page No. -----

B.5.3 Any other document

Submitted ☐ Page No. -----

Furnish details

B.6 Confirmation regarding Mandatory requirements as per Form-4

Submitted

☐

Page No. -----

C. UNDER SECTION-3

Company's Organization details as per  
Form-5

Submitted

☐

Page No. -----

D. UNDER SECTION-4

Details regarding litigation / arbitration  
Proceedings as per Form-6

Submitted

☐

Page No. -----

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

Submitted

☐

Page No. -----

**ACKNOWLEDGEMENT CUM  
CONSENT LETTER**



To

**Toyo Engineering India Pvt. Limited**  
**Toyo Technology Center, 71,**  
**Kanjur Village Road,**  
**Kanjurmarg (East),**  
**Mumbai 400 042, India**

**Kind Attn. : Mr. Amit Desai – Project Manager**

**SUBJECT :** LSTK- Package for “2G EHTANOL BIO REFINERY” Project of  
M/s. BHARAT PETROLEUM CORPORATION LIMITED (BPCL)  
at Bargarh, Paradip, Odisha

**(PQ BOOKLET NO. : 6370-BBBR/ LSTK/PQB-002)**

Dear Sir,

We hereby acknowledge receipt of a complete set of PQ Booklet along with enclosures for preparing the PQ Bid by downloading from your website.

We undertake that the PQ Booklet shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A. We intend to submit the PQ Bid for the subject unit

And furnish following details with respect to our office:

POSTAL ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

TELEFAX NUMBER : \_\_\_\_\_

CONTACT PERSON : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

B. Contact person at New Delhi, if any :

POSTAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

TELEPHONE/MOBILE NUMBER :\_\_ \_\_\_\_\_

TELEFAX NUMBER : \_\_\_\_\_

CONTACT PERSON : \_\_\_\_\_

E- MAIL ADDRESS : \_\_\_\_\_

C. We are unable to submit PQ Bid for the reasons given below.

Reasons for non-submission of PQ Bid:

\_\_\_\_\_  
\_\_\_\_\_

AGENCY'S NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

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

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

NOTE: Bidders are requested to furnish the details mentioned at (A) and (B) or (C) above immediately within 05 (Five) days after receipt of PQ Booklet.

**(SIGNATURE AND STAMP OF BIDDER)**

**APPENDIX V to NIT**

**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..... alongwith the Bid  
Document submitted under covering letter no.... dated..... towards PQ Booklet 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..... alongwith the Bid Document for meeting the Bidder Qualification Criteria there under, vide covering letter no.... dated..... towards PQ Booklet 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 BPCL/TEIPL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I depose accordingly.

**DEPONENT**

**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...

## NON DISCLOSURE AGREEMENT

## ANNEXURE VII

## STANDARD NONDISCLOSURE FOR CONTRACTOR

{Following is an agreement PURCHASER will obtain from other contractors doing work with the GOODS for the UNIT who will be furnished PRAJ information by PURCHASER and/or PRAJ.}

Date: \_\_\_\_\_

M/s. Praj Industries Limited      M/s. Bharat Petroleum Corporation Limited

Address: 'Praj Tower', 274 & 275, Mumbai Refinery, Mahul,  
Bhumkar Chowk-Hinjewadi Road Chembur, Mumbai - 400074  
Hinjewadi, Pune-411057

(Hereinafter referred to as "PRAJ") ((Hereinafter referred to as "Purchaser)

M/s Toyo Engineering India Pvt. Ltd.  
Toyo Technology Center, 71, Kanjur Village Road,  
Kanjurmarg (East), Mumbai 400 042.

(Hereinafter referred to as “Project management services provider / Toyo)

Subject: Nondisclosure Agreement

Dear Sirs:

The Purchaser and/or Toyo and/or PRAJ is supplying to you directly or indirectly certain information which may include but is not limited to data, plans, specifications, flow charts, drawings process, operational and raw materials and utilities information and requirements; any and all information relating to PRAJ's proprietary technology (known as "enfinity") for the conversion of agricultural crop residues (lignocellulosic biomass) to cellulosic sugars, bioethanol and bio chemicals and intellectual property relating to any of the foregoing, hereinafter referred to as "PRAJ Technical Information", to be used by you in the preparation of a bid for supplying goods and/or services for the proposed installation of all the Process unit's for the Purchaser for its 2G ETHANOL BIO REFINERY PROJECT at Baulsingha village, Bhatli Tehsil, Bargarh district, Odisha, ("Purpose").

You acknowledge that PRAJ Technical Information (i) is the product of substantial ingenuity and inventiveness; (ii) is commercially valuable; (iii) has not been disclosed publicly; and (iv) is essential for PRAJ to develop and expand its business and to engage in transactions with customers, clients, and affiliates.

In consideration of your receiving PRAJ Technical Information you agree that you will hold PRAJ Technical Information in strict confidence and will be used by you only for the Purpose and that you will not disclose to others, including other divisions of the Contractor, your parent and/ or subsidiary and / or associate companies and/or

subsidiaries of parent company, duplicate or use in any other manner in part or full, PRAJ Technical Information supplied to you. If you are selected to furnish goods and/or services for the unit, you may use PRAJ Technical Information in so furnishing the goods and/or services. You further agree you shall not: (a) copy or reproduce Confidential Information in any form except for such copies that you may reasonably require for the Purpose; (b) reverse-engineer, decompile or disassemble PRAJ Technical Information; or (c) use PRAJ Technical Information to develop, prepare and/or file any application under any patents, trademarks, copyrights, technology or other trade secrets, using in whole or in part, the PRAJ Technical Information disclosed or delivered by Praj and/or by the Purchaser and/or by Toyo. It is explicitly understood by the Contractor that the Confidential information shall be only used by your Onshore Division

You may disclose PRAJ Technical Information to your directors, officers, Employees and vendors (the "Authorized Representatives") with a bona fide need to know such PRAJ Technical Information, but only to the extent necessary for the Purpose and who are bound to you for preserving the confidentiality and secrecy covenants on terms similar to the conditions mentioned in this Agreement. You shall be liable for the unauthorized disclosure of the Confidential Information by your Authorized Representatives. Upon request, you shall provide PRAJ with copies of non-disclosure agreements, with any of your Authorized Representatives as mentioned above. For the avoidance of doubt, the term Employees shall mean and include Employees as those that are hired by Contractor, it's parent, subsidiaries, associate company and subcontractors and subsidiaries of parent. The Contractor hereby agrees to indemnify, defend and keep indemnified PRAJ from and against any and all losses, costs, claims, expenses, damages incurred or suffered by PRAJ or demands, actions, claims that may arise due to breach by the Contractor or its Authorized Representatives (whether during the service or thereafter) of any of the terms and/or conditions of this Non-Disclosure Agreement.

The restrictions in the above paragraph shall not apply with respect to any portion of such information which you can, with clear documentary evidence, demonstrate: , (i) which at the time of disclosure thereof by us to you is, or thereafter becomes through no act or failure to act on your part, part of the public domain by publication or otherwise, or (ii) which corresponds in substance to that furnished to you by others as a matter of right without restriction on disclosure, and provided further that the occurrence of (i) or (ii) above shall not be construed as granting any rights, either express or implied, under PRAJ's patents which relate to PRAJ Technical Information furnished to you. Technical information disclosed under this agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in your possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in your possession, but only if the combination itself and its principle of operation are in the public domain or in your possession.

Upon PRAJ's request, you will promptly return to PRAJ, as the case may be, all PRAJ Technical Information all notes, abstracts and other documents derived from PRAJ Technical Information furnished to you hereunder:

The restrictions contained under this Agreement shall continue for a period of 20 years from the date of the actual disclosure.

You acknowledge and agree that in the event of any breach of the terms of this Agreement by you or Authorized Representative, PRAJ shall be irreparably and immediately harmed and shall not be adequately compensated by monetary damages. Therefore, in addition to any other remedy to which it may be entitled in law or equity, PRAJ shall be entitled to injunction(s) to prevent breach of the terms of this Agreement in any court of competent jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of India and courts in Pune, Maharashtra shall have exclusive jurisdiction.

Will you please indicate your agreement to the foregoing by signing by an authorized officer and returning duplicate originals hereof.

PRAJ

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agreed:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_