




 <p>हिन्दुस्तान पेट्रोलियम HP</p>	 <p>Bharat Petroleum energising lives</p>	<p>TENDER FOR OUTSOURCING OF HYDROGEN BID NO. MEC.43.51.23KU/001</p>	 <p>मेकॉन 1999 ISO 9001 Company</p> <p><b>MECON LIMITED</b></p>
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## **PART - III**

# **BID SECURITY (EMD), TENDER FEE & BIDDER ELIGIBILITY CRITERIA INCLUDING SUBMISSION OF SUPPORTING DOCUMENTS**

		<b>TENDER FOR OUTSOURCING OF HYDROGEN BID NO. MEC.43.51.23KU/001</b>	 <b>MECON LIMITED</b>
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**F-8A**

**FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT**  
**(FOR INDIAN CONTRACTOR)**  
**GUARANTEE BOND**  
(Name of issuing Bank)

To,




.....  
.....  
.....

**Subject:** Security Deposit for .....(name of work) ..... to be set up by  
.....  
Maximum liability ..... (currency & amount) ..... Expiry  
Date .....

Bank Guarantee No.....

Dear Sir,




1. In consideration of the HPCL, .....(hereinafter called the BUYER ) having agreed to exempt \_\_\_\_\_ (hereinafter called the said Contractor(s)) from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the said Agreement) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, production of a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we \_\_\_\_\_ (indicate Name of the Bank) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ (Contractor(s)) do hereby undertake to pay to the BUYER an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the BUYER by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreements.
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BUYER by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ .
3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / supplier(s) shall have no claim against us for making such payment.

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4. We, \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the BUYER \_\_\_\_\_ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the BUYER shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the BUYER against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BUYER or any indulgences by the BUYER to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) / supplier(s).
7. We, \_\_\_\_\_ (the name of the Bank) further undertake to extend the validity of this guarantee beyond the period prescribed in clause 4 or as extended from time to time, for such further period as may be required by the BUYER in writing before the expiry of this guarantee and upon such extension(s), all terms and conditions of this guarantee shall remain in full force till the expiry of the extended period(s).
8. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BUYER in writing.

Dated the .....day of..... 200.....

For \_\_\_\_\_ Bank Ltd  
(indicate the name of Bank).  
Signature  
Seal

		<b>TENDER FOR OUTSOURCING OF HYDROGEN BID NO. MEC.43.51.23KU/001</b>	 <b>MECON LIMITED</b>
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**F-8B**  
**FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT**  
**(FOR FOREIGN CONTRACTOR)**

(Name of issuing Bank)

To,

.....  
.....  
.....




**Subject:** Security Deposit for .....(name of work) ..... to be set up by  
.....  
Maximum liability ..... (currency & amount) ..... Expiry  
Date .....  
Bank Guarantee No.....

Dear Sir,

Whereas you have entered into a contract (Ref. No. ....) dated ..... with M/s  
..... (name of BIDDER/supplier) for .....(name of work).....(hereinafter  
called the contract) and whereas M/s..... (name of BIDDER ) hereinafter called the  
BIDDER has undertaken to produce a bank guarantee under the Contract to secure its  
obligations to you for the performance of the Contract.




We ..... (name of bank) do hereby expressly, irrevocably and unreservedly undertake to  
pay to you on your written demand and without demur an amount not exceeding .....  
(currency and amount).

2. We ..... (name of bank) do hereby undertake to pay the amounts due and payable under  
this Guarantee without any protest or demur, merely on a demand from you stating that the  
amount claimed is due by reason of breach by the said BIDDER of any of the terms or  
conditions contained in the said Contract or by reason of the Contractor's failure to perform  
the Contract. Any such demand made on us shall be conclusive as regards the amount due and  
payable by us under this guarantee. However, our liability under this guarantee shall be  
restricted to an amount not exceeding .....
3. Notwithstanding anything to the contrary we agree that your decision as to whether the  
BIDDER has committed any such default or defaults and the amount or amounts to which you  
are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to  
establish your claim or claims under this Guarantee but shall pay the same forthwith without  
any objection or excuse.
4. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes  
raised by the BIDDER(s) / Supplier (s) in any suit or proceeding pending before any court or  
Tribunal or arbitration relating thereto, our liability under these presents being absolute and  
unequivocal.

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The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.

5. This guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the contract period of the said contract and submitted a copy of your letter for release of this guarantee provided always that unless extended this guarantee shall remain in force till ..... Should it be necessary to extend this Guarantee beyond the said date, we undertake to extend forthwith the period of this guarantee on your request till such time as may be mutually agreed by you and the BIDDER.
6. You will have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said BIDDER from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said BIDDER or for any forbearance, act or omission on your part or any indulgence shown by you to the said BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. All compensations and payments that may be received by you from the BIDDER or any person, firm or BIDDER whomsoever for or on account of the BIDDER in any way in respect of the Contract shall be regarded as payments in gross and you will be entitled to proceed against the assets of the BIDDER, should the BIDDER should be wound up or dissolved or declared insolvent in respect of the whole of the BIDDER's indebtedness to you without any right on our part to stand in your place in respect of or to claim the benefit of such compensation or payment of any security that may be held by you until you shall have received the full amount of your claims against the BIDDER.
8. This guarantee shall not in any way be affected by you taking or varying or giving up any securities from the BIDDER or any other person, firm or BUYER on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the BIDDER.
9. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to you by us (whether jointly with other or along) and now existing uncancelled and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be discharged by any change in the constitution of the BIDDER or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated BIDDER or concern.
12. We shall not revoke this guarantee during its being in force except with your previous consent in writing.

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13. Notwithstanding anything contained hereinbefore our liability under this guarantee is restricted upto a sum ..... and shall expire on ..... unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
14. We have power to issue this guarantee under the provisions of the State Bank of India Act General Regulations made thereunder and the undersigned has full power to sign this guarantee under the delegations of powers and notification made under general regulation 76, of the resolution of the executive committee of the Central Board of the Bank in the Central Government Gazette.

Yours faithfully,




Dated ..... day of .....200.  
for .....  
(indicate the name of Bank)  
Seal

Note:

While issuing the Bank Guarantee for Security Deposit, the issuing Bank must furnish following details

- Name & address of the Bank
- Contact person
- Tel no
- Fax no
- E-mail address

The Bidder while getting the Bank Guarantee issued by the Banker must take care of the above details.

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## **BIDDER ELIGIBILITY CRITERIA**

The Bidder shall have to meet the following qualifying criteria to become eligible for being considered against this Invitation to Bid.

### **A Bidders Company**




- A.1 Bidder shall be a Company engaged in the business of industrial gases to industrial consumers. The Company shall either be majority owned subsidiary of a parent company or is a part of the Global group having experience of owning and operating Hydrogen Generation Plants utilizing multiple feedstock including Naphtha or Natural Gas or in combination of both. All necessary documents including **“ARTICLES OF ASSOCIATION”** are to be submitted by Bidders.

**OR**

In case of Joint Venture, foreign company having experience of owning and operating Hydrogen Generation Plants as stated above shall have majority ownership and management control in the Joint venture. Indian partner in the joint venture shall also be engaged in the core business of owning and operating Industrial Gas Plants on BOO concept. All necessary documents including Annual Financial Report, Certificate of successful operation from clients are to be submitted by Bidders.

### **B Technical**

- B.1 The Bidder or its Parent Company (by itself or through its subsidiaries) should have executed and operated on Built, Own and Operate (BOO) basis during last seven (7) years at least two (2) projects for supply of Hydrogen gas having unit capacity not less than 40,000 Nm<sup>3</sup>/h or one unit of 74,000 Nm<sup>3</sup>/h using Natural Gas, Naphtha or Multiple feedstock for which documentary evidence is to be submitted and at least two projects should be for supply of Hydrogen.
- B.2 In case the references provided are in the form of Joint Venture, the major share holding partner bidder shall have had the responsibility of supplying, operating and maintaining the Hydrogen plant within the joint venture. Necessary supporting documents are to be submitted by the Bidder.
- B.3 The bidder shall have the tie up (at least consent letter from land owner indicating sufficient details of the land without cost of land and same to be notarised) with land owner for the proposed plant adjacent to HPCL/BPCL Mahul refinery and also for acquisition of ROU for routing the pipeline. Necessary supporting documents are to be submitted by the Bidder. Without documentary evidence of acquiring the land for HGU Unit, bid will be summarily rejected.

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B.4 Long term commitment for tie up with the Gas Supplier is to be established by the bidder by submission of necessary supporting documents. Bidder to indicate their method of Gas pricing. The gas price used for calculation should be narrow price band & not open ended.

**C Financial**

**C.1 Turnover**

Annual turnover as per audited financial results for last three years ( i.e. financial year 2007-08, 2006-07 & 2005-06 and in case of foreign bidders it will be calendar years 2007, 2006 & 2005) shall be **82 Million US \$**. Or equivalent to INR 350 Crores (considering 1 US \$ = INR 40) for which necessary documents including audited financial reports for the last three years are to be submitted.

Documentary evidence shall be provided by the Parent/ Holding Company for its commitment to support the Company submitting the bid.

**C.2 Net Worth**

Bidder's net worth as per latest audited financial year statement submitted shall be **positive** i.e. for the financial year 2007-08.

**C.3 Return on Equity**

Return on Equity must be Positive as per latest audited financial year statement submitted i.e. for the financial year 2006-07 for which documentary evidence is to be furnished.

**C.4 Financial Resources**

The Bidder must possess adequate Financial resources of the magnitude of Rs.500 crores yearly or 130 million US \$ for smooth execution of the project. (Documentary evidence of funding to be submitted)




**NOTE:**

1.0 The Subsidiary of Parent Company is defined as a company where the Parent Company has a financial stake as defined in the Indian Company's Act 1956.

2.0 Tenders from consortium shall not be accepted.

**3.0 DELETED.**



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4.0 Bidder shall fill up Formats A, B and C attached herewith and submit documentary evidence such as audited balance sheet, profit and loss statement in **English Language only** for last three financial years in support of the above. In case Audited data for 2007-08 is not available at the time of bid submission, provisional data may be submitted. Other necessary supporting documents as indicated elsewhere in Bidders Eligibility Criteria are also to be furnished.




5.0 The Bidder shall submit details of the projects indicated for consideration of technical eligibility including agreement copies, supporting certificates.

Bidders fulfilling the above Eligibility Criteria should also submit other details and documents required as per this tender document to evaluate the bids for technical and commercial acceptability.

6.0 **REJECTION CRITERIA**

6.1 BUYER reserves the right to accept any bid or reject any or all bids without assigning any reason thereof.

7.0 Bidder submitting their bid shall not be under liquidation, court receivership or similar proceedings.

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**FORMAT-A**

**ANNUAL TURNOVER**

Applicant's Legal Name :  
JV Partner's Legal Name :

Date :  
Tender No.:

Page ..... of .....

**Each bidder must fill in this form (Single Entity)**

Annual Turnover data for the last 3 audited financial years.

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 2007-08:				
Year 2006-07:				
Year 2005-06:				

Each member of a Joint Venture

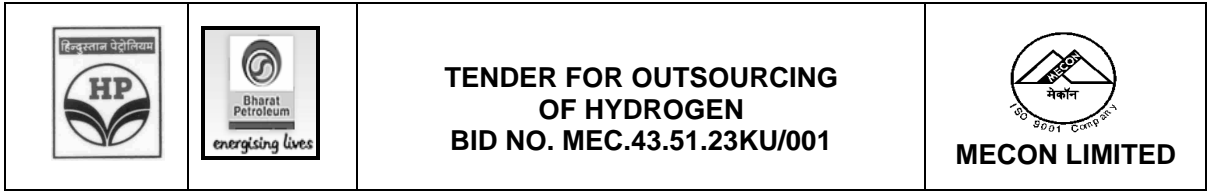
*Annual Turnover data for the last 3 audited financial years*

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
<i>Leader of Joint Venture</i>				
Year 2007-08:				
Year 2006-07:				
Year 2005-06:				
<b>Partner A</b>				
Year 2007-08:				
Year 2006-07:				
Year 2005-06:				
<b>Partner B</b>				
Year 2007-08:				
Year 2006-07:				
Year 2005-06:				
<b>Total</b>				

1. The information supplied should be the – Annual Turnover of the applicant and partner of Joint Venture
2. A brief note should be appended describing details as per audited results.
3. Indicate Financial year if it is different from April to March.

Signature of Bidder

(\*) To filled by BUYER / Consultant



**FORMAT-B**

**FINANCIAL SITUATION**

Applicant's Legal Name:  
JV Partner's Legal Name:

Date:  
Tender No.:

Page ..... of .....

**Each bidder or member of a Joint Venture must fill in this form**




**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

Sl. No.	Description	Year		
		Amount	Exchange Rate (*)	Amount (INR) (*)
1.	Net Worth = (Reserves + Capitals – Accumulated losses )			
2.	Profits before taxes (PBT)			
3.	Return on Equity (2/1) x 100			

- All such documents reflect the financial situation of the bidder or partner to Joint Venture
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Signature of Bidder

(\*) Applicable for foreign bidders to filled by BUYER / CONSULTANT

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**FORMAT-C**

**CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY BIDDERS**

Sl. No.	Documents Required	Submitted (Yes/ No)	Reference in Offer ( Refer Page no.)
1.	Nature of Business of Bidder's Company		
2.	In case of JV, core business of JV partner		
3.	Details of Parent Company, Holding Company and the Group to which Bidder Company belongs		
4.	Shareholding pattern of bidder company		
5.	Details of 2 (two) projects executed on BOO basis for supply of Hydrogen gas during last 7 (seven) years.		
6.	Details of the Plants which are in regular operation for last one year with certificate from User.		
7.	Process technology proposed for the project and details of Bidders access to or in possession of (either as a proprietary technology holder or in close association with any such holder) proven state-of-the-art technology		
8.	Details of financing arrangement and documentary evidence in support of finances available for the project.		
9.	Arrangement for land required for the project supported by MOU/ Agreement for long term, lease / sale agreement of land.		
10.	Necessary supporting documents to establish long term commitment for tie up with the Gas Supplier		

Copy of detailed work order/Agreement and copy of documentary evidence indicating project has been undertaken on BOO/BOOT/BOOM basis and is operating successfully including the minimum period of operation shall be substantiated / authenticated along with Experience.

Submission of documentary evidence from a customer for whom Supplier undertook a successful project on a BOO basis is a mandatory requirement, which establishes that the work under reference has been completed and the customer is satisfied with supply of hydrogen from this plant.