

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

(A wholly-owned subsidiary of OIDB),

Ministry of Petroleum & Natural Gas

Mangalore Special Economic Zone, Chandrahas Nagar,

Kalavar Post, Mangalore-574142

Ph No: 0824- 2881810/9035066101

E-mail: sm.manglore@isprlindia.com



TENDER NO: ISPRL/MNG/ITBP/2020-21/001

**BIDDING DOCUMENT FOR PROVIDING ACCOMODATION
FACILITY FOR 148 ITBP PERSONNEL THROUGH
PUBLIC/OPEN TENDER FOR ISPRL MANGALORE**

INDEX**Nature of Work:**

PROVIDING ACCOMODATION FACILITY FOR
148 ITBP PERSONNEL FOR INDIAN
STRATEGIC PETROLEUM RESERVES
LIMITED (ISPRL) MANGALORE,
KARNATAKA-574142.

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**NOTICE INVITING TENDER FOR PROVIDING ACCOMODATION
FACILITY FOR 148 ITBP PERSONNEL FOR INDIAN STRATEGIC
PETROLEUM RESERVES LIMITED (ISPRL) MANGALORE,
KARNATAKA-574142.**

S.No	Description	Details /Dates /Time
1	Tender type	Open
2	Bid type	Two bid system(Technical & Price Bid)
3	Offer Validity	180 days from bid closing date
4	EMD	Rs. 50,000
5	Website for Tender	https://www.isprlindia.com
6	Tender document start date	22 nd March, 2021
7	Pre bid meeting date	1 st April, 2021
8	Last date and time of submission of bid documents	15 th April @ 3.00 PM
9	Date and time of Opening of bid (Technical Bid)	16 th April @ 11.00 AM
10	Bid Opening Place	ISPRL ,Mangalore
11	Contact Person	Avinash S, Head Site, ISPRL
12	Contact Number	0824-2881810 /9035066101

1.0 ISPRL DETAILS

Indian Strategic Petroleum Reserves Limited (ISPRL) is a Special Purpose Vehicle created by Government of India for building and operating the Strategic Petroleum Reserves of India. ISPRL is a wholly owned subsidiary of Oil Industry Development Board (OIDB), under Ministry of Petroleum and Natural Gas. Under Phase – I of the Strategic Petroleum Reserves, ISPRL has constructed unlined Underground Rock Caverns along with associated facilities for storage of 5.33 MMT of crude oil at three locations viz. Visakhapatnam (1.33 MMT), Mangalore (1.50 MMT) and Padur (2.50 MMT).

ISPRL intends to float tender for providing accommodation facility for 148 ITBP personnel for ISPRL Mangalore, Mangalore Special Economic Zone, Chandrahas Nagar, P.O Kalavar, Mangalore.

2.0 BRIEF SCOPE OF WORK

ISPRL intends to float tender for hiring accommodation facility for about 148 security personnel of ITBP at Mangalore city. For detailed scope of work, the bidder may refer to scope of work/services. All Bids will be evaluated based on rate per Sq. Ft for area of 13000 Sq. Ft $\pm 10\%$ (Carpet Area basis) irrespective of the total carpet area of the built up property.

Note: If the Bidding property has an area more than 14300 sq. Ft (additional 10% of 13000 sq.ft) bidder shall load the access area quote on the area of 14300 sq.ft only. But if the bidding property is less than the 14300 sq.ft and more than 11700sq.ft (this range is considered from +/- 10% of 13000 sq.ft) than the bidder shall quote for the actual area that will be provided. However any bidder who quotes for an area less than 11700sq.ft will be technically rejected.

INSTRUCTIONS TO BIDDERS

1.0 Submission of Bids:

Bidders shall submit the offer in two parts, i.e. Technical Bid and Price Bid in separate sealed covers through post or by depositing in the drop box placed at security gate of ISPRL office at Mangalore (Manual Tender).

Bidders shall download the bidding documents through ISPRL website
<https://www.isprlindia.com>.

The entire set of tender document downloaded from the Website <https://www.isprlindia.com> shall be submitted back **duly signed with seal on each page** indicating the acceptance of the enquiry documents in total by the Bidder. The overall bid will be evaluated based on the lowest amount quoted for the SOR.

Submission of Bids:

Offers should be submitted in two parts.

Part -1 Technical Bid

Envelop -1(to be super –Scribed as Technical bid- Part -1)

The technical Bid will contain all the Bid qualification Criteria documents/ technical Documents (except price bid). Bidders are required to serially number all the pages being appended by them as part of submission of the technical bid. Such numbering shall include covering letter, Index page with heading, corresponding page numbers and Certificates, etc. applicable to this tender.

Part -2 Price Bid

Envelop -2 (To be super-scribed as Price Bid) Part -2

- Will contain the Quoted Price (SOR Sheets)

All envelopes (Part 1 and Part 2) shall be properly sealed and put it in a separate sealed Envelope so that complete bid is submitted in one envelop super-scribing the name of the tender and the bidder name.

1. The technical bid will be opened first. The price bid of those bidders who are disqualified in technical bid will be rejected and their price bid will not be opened.
2. The closed bid may be addressed and submitted to Head Site – ISPRL as per the details given below.

Name: Indian Strategic Petroleum Reserves Ltd. (SEZ)

Mangalore Special Economic Zone Chandrahas Nagar,

Kalavar P.O, Via Bajpe, Mangaluru Tq- 574142

Tel: 09035066101/ 08050066102/ 0824 -2881810

Email: sm.manglore@isprlindia.com

GSTIN: 29AABCI3148M1Z9

3. Bidders should seek clarification about all the technical doubts and other points related to the tender during Pre-Bid meeting OR before submission of the bidding documents through mail.
5. Bidders may attend Pre Bid Meeting at own expense and interest. Queries if any, relating to the Tender/Bid, to be sent by mail to sm.manglore@isprlindia.com, 2 days prior to Pre Bid Meeting.
6. Date and Time of Price bid opening will be informed separately to the technically qualified bidders.
7. All the Rates given in the SOR must be expressed both in words and in figures and in case of difference between the two, the rates given in words would be final and considered correct. In case of any differences between unit rates and totalized rates quoted by the bidder, then the unit rates shall prevail.
8. Any corrigendum / amendment to the tender will be uploaded on ISPRL website <https://www.isprlindia.com> and will not be published through press advertisement. Prospective bidders should visit the above ISPRL website site from time to time to make note of corrigendum / amendment if any. ISPRL will not be responsible for non-receipt of communications in this regard.
9. In case any of the documents/details submitted are found to be false/fake/incorrect, ISPRL reserves right to reject such bids /Cancellation of Purchase Order/ including placing such vendor(s) / Bidder (s)on Holiday Listing.
11. All legal dispute shall be Subject to New Delhi Jurisdiction only.
12. Further, bidder shall not Alter or modify content of the bidding document.
13. If the price bid (SOR Sheet) is attached along with Technical documents, bid shall be rejected.

2.0 BID QUALIFICATION CRITERIA (Technical Bid)

A. The minimum space required (+/- 10 %) on carpet area basis

Total Carpet/ usable area required: Bidder's offered property should have minimum carpet area of 13000 sq. ft. (+/- 10 %) in the living area & an additional space of 2100 Sq. Ft that will comprise of a spacious Kitchen, Dining, recreation & arms ammunition areas to cater 40 persons at a time within or in immediate proximity to the offered area. Space for Kitchen should be large enough to take care of the cooking requirements for 148 ITBP personnel.

The bidder has to provide the details of total carpet area of the building with certification by any chartered engineer /Govt. Registered Valuer/ architectural firm.

Bids for properties otherwise meeting all other qualifying criteria but lacking separate kitchen, Dining and Recreation areas may be considered only if a letter of undertaking is provided by the Bidder- Proprietor, with the Bid, stating that such Kitchen, Dining, and Recreation Facilities will be constructed within 45 days of award of Letter of Intent (LOI) or within such extended period as specified by ISPRL.

B. The Building needs to be a standalone building.

C. The maximum distance road at which the property must be situated.

The offered premises should be within a road distance of 25 K.M from the ISPRL, Mangalore site. (The documents to be submitted is the Address proof of the property i.e. Telephone Bill, MESCOM Bill, etc.).

D. The property should not be more than 30 years old i.e. constructed not earlier than 1991. (A notarized Building Completion certificate to be submitted).

E. The accommodation offered for rent must be free from litigation including dispute with regard to ownership, pending taxes, electrical bills, and dues. (Copy of affidavit from owner or the POA holder to be enclosed.)

F. The copies of following documents shall be self-attested and attached with technical bid

- a. GSTIN Details
- b. PAN Card Details
- c. Bank Details

G. Bids must be accompanied with an amount of Rs. 50,000 (Rupees Fifty Thousand only) towards the Earnest Money Deposit/ Bid Security. Micro or Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of EMD subject to submission of valid certificate of MSE.

H. Occupancy certificate / Building Completion certificate issued by Mangalore City Corporation/ Panchayat or any other Govt. Department.

I. Sale / Conveyance Deed/ Lease Deed / Deed of Declaration as proof of ownership.

J. Power of Attorney holder should submit a copy of Registered Power of Attorney (POA) in case of Joint owners.

K. All supporting documents furnished by the bidder in support of meeting the technical criteria of BQC shall be duly notarized by Notary public.

L. For supporting documents and printed literature submitted in any other language other than English, an equivalent English translation shall also be notarized and submitted.

M. Each of the page of the bid document submitted been signed and sealed by the Authorized Signatory of the Bidder.

3.0 PRICE BID CRITERIA

- a. The price bid of those bidders who are qualified in technical bid will be opened.
- b. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.
- c. All the Rates given in the Tender must be expressed both in words and in figures and in case of difference between the two, the rates given in words would be final and considered correct. In case of any differences between unit rates and totalized rates quoted by the bidder, then the unit rates shall prevail.
- d. All the rates columns in the SOR sheet to be filled compulsorily.
- e. Any over writing or use of white ink in the SOR sheet shall be prohibited.
- f. Prices quoted by the successful bidder in SOR for rental charges in the beginning of each year, shall remain firm, fixed and valid until completion of the respective year.

4.0 BID EVALUATIONB CRITERIA – (Technical and Price)

- a. From the bids received, only the bids with the requisite Earnest Money Deposit (EMD) as per Bid qualification criteria shall be considered for further evaluation (for Cover two Opening i.e. Price Bid). Incase if the bidder is registered under MSME/ NSIC etc as specified in BQC he has to submit necessary certificate.
- b. Bids will be evaluated on overall L1 basis, i.e lowest landed cost to ISPRL.
- c. The L1 bidder shall be decided based on the lowest total financial implications quoted for 3 years (including Escalation). In case of a tie in overall L-1, then the bidder with lowest road distance will be considered as the lowest ranking tenderer.
- d. Bidder must meet the qualification requirements as specified in Bid qualification Criteria.
- e. No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.
- f. Any uncalled for lump-sum/percentage or adhoc reduction/increase in prices, offered by the Bidders after opening of the prices, shall not be considered.
- g. The bidder shall furnish along with his bid, documentary evidence to substantiate his claim for meeting the qualification requirement as specified below. This documentation shall include but not be limited to the following details pertaining to projects completed by bidder for qualification:
 - Notarized total carpet area of the building should be certified by any chartered engineer /Govt. Registered Valuer/Architectural Firm.
 - Address proof of the property
 - Occupancy certificate/ Building Completion Certificate issued by Mangalore City Corporation/ Panchayat or any other Govt Department.
 - Sale / Conveyance Deed/ Lease Deed/ Deed of Declaration as proof of ownership.
 - Power of Attorney holder should submit a copy of Registered POA.
 - ISPRL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
 - All supporting documents furnished by the bidder in support of meeting the technical criteria of BQC shall be duly notarized by Notary public.
 - For supporting documents and printed literature submitted in any other language other than English, an equivalent English translation shall also be notarized and submitted.
 - Submission of authentic documents is the prime responsibility of the bidder.

- Wherever ISPRL has concern or apprehension regarding the authenticity /correctness of any document, ISPRL reserves the right of obtaining the documents, cross verifying from the document issuing authority.
- In the event of bidder's failure to meet the above, ISPRL reserves the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- The bidder should accept in all the Tender clauses given in the Tender document with no deviations.

5.0 REJECTION CRITERIA –

Bids with the following deficiencies will be summarily rejected.

- a. If Earnest Money Deposit (EMD) in original, is not found along with the technical Documents in Cover-1 then the Bids shall be rejected. However, PSU/ firms registered with NSIC/ MSE (Micro Small Enterprises) vendors registered with DIC (District Industries Centres) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME), provided they are registered for the services they intend to quote and they submit evidence irrespective of the monetary value limit mentioned in their registration certificate are exempted from submission of EMD.
- b. Bids received after the due date and after time of bid submission the Bids shall be rejected.
- c. If the bidder does not comply with the Bid Qualification Criteria.
- d. Bids with deviations to the tendered scope of work are rejected.
- e. If the price bid (SOR Sheet) is attached along with Technical documents bid shall be rejected.
- f. Bids found to have been submitted with falsified/incorrect information.
- g. Bidders should quote prices in Indian Rupees only. Bids submitted in any other currency than INR shall be rejected.
- h. Bidder to quote for all items enlisted in the SOR, otherwise bid shall be rejected.
- i. Deviation on Bidders Qualification / Evaluation Criteria is not acceptable and such Bids having any deviation are liable for rejection.

- j. In case any of the documents/details submitted are found to be false/fake/incorrect, ISPRL reserves right to reject such bids /Cancellation of Work Order.
- k. If the bidder does not furnish documentary evidence to substantiate his claim for meeting the requirement as specified in the Bid Qualification Criteria i.e.
- Notarized total carpet area of the building should be certified by any chartered engineer /Govt. Registered Valuer/Architectural Firm.
 - Address proof of the property.
 - Enclose copy of affidavit from owner or the POA holder to state the accommodation offered for lease is free from litigation.
 - Occupancy certificate/ Building Completion Certificate by Mangalore City Corporation/ Panchayat or any other Govt Department.
 - Sale / Conveyance Deed/ Lease Deed/ Deed of Declaration as proof of ownership.
 - Power of Attorney holder should submit a copy of Registered POA.
 - For supporting documents and printed literature submitted in any other language other than English, an equivalent English translation shall also be notarized and submitted.

GENERAL CONDITIONS OF CONTRACT:

1. Bidder/Agency will comply with all the Rules and regulations and Laws etc. of the Central and State government or any other competent authority applicable to the physical execution of this job
2. ISPRL reserves the rights to cancel the contract without any priory information and without assigning any reasons.

3. PRELIMINARY:

It is the clear understanding between Indian Strategic Petroleum Reserves Limited and the bidder that in case the bid of bidder is accepted by Indian Strategic Petroleum Reserves Limited and intimation to that effect is so issued, this document shall form part of the Contract between the parties and terms and conditions hereunder would govern both the parties' interest.

4. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:

- I. Bids must be accompanied with an amount of Rs. 50,000 (Rupees Fifty Thousand only) towards the Earnest Money Deposit/ Bid Security. Bids not accompanied with the requisite Earnest Money Deposit/ Bid Security shall be considered as non-responsive and such bids shall be summarily rejected.
- II. The bidder shall submit an EMD of Rs.50, 000/- value shall be enclosed with the technical bid by way of Demand Draft/Bank guarantee valid for 180 days from the date of bid closing, in favour of M/s Indian Strategic Petroleum Reserves Limited, Noida.
- III. There will be no waiver of EMD for Public Sector Undertakings of Central/ State Government Undertakings or any other bidder. However, Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of EMD subject to submission of valid certificate of MSE.
 - ISPRL shall not pay any interest on EMD/Bid Security furnished.

- EMD/ Bid securities of unsuccessful bidders will be returned within 45 days. However, in case ISPRL decides to cancel/ annul the Enquiry / Tender document at any stage during the bidding process but before the award of work, EMD of the bidders shall be returned at the earliest from the date of such decision.

IV. In case of Successful Bidder the EMD / Bid security, shall be released after the completion of the contract period. EMD will be forfeited in case of:

- a) Failure of the bidder to honor their offer.
- b) Withdrawn their offer before expiry of validity period.
- c) Inability to perform satisfactorily after receipt of order in case of successful tenders.

V. No interest is payable on EMD/ Bid Security. Offers without EMD/Bid Security or submitted in the form of cheque will not be considered and the tender will be summarily rejected under following circumstances.

- a. The Name in BG & the name of the firm used for bidding are different
- b. EMD is not of the prescribed value.

5. TIME PERIOD

The lease shall be made for a period of 3 years for providing accommodation, Recreation and Dining facility for 148 ITBP personnel posted at ISPRL Mangalore, Mangalore Special Economic Zone, Chandrahas Nagar, P.O Kalavar, Mangalore.

In the extension Time period the future increase will be on mutually agreed escalation terms, however the rate of increase shall not be more than the average of the 2nd and 3rd year of the incremental rates.

6. COST OF BIDDING

All direct and in direct costs associated with the preparation and submission of bid (including clarification meetings) shall be to Bidder's account and ISPRL will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

7. CLARIFICATIONS IN BIDDING DOCUMENT

- a)** Although all the details presented in this Bidding Document have been compiled with reasonable care, however, the Bidder is expected to examine the Bidding Document, including all instructions in the Bidding Document and ensure that the information provided is clearly understood.
- b)** Bidding documents once issued are non-transferable in any other name.
- c)** Bidders should seek clarification about all the technical doubts and other points related to the tender during Pre-Bid meeting OR through mail before submission of the bidding documents.

8. AMENDMENT OF BIDDING DOCUMENT

- i.** At any time prior to the deadline for submission of bids as well as up to priced bid opening, ISPRL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding Documents.
- ii.** Any addendum issued shall be part of the Bidding Documents and shall be uploaded on website <https://www.isprlindia.com>.
- iii.** Bidders shall examine the Bidding Documents thoroughly and inform ISPRL of any apparent conflict, discrepancy or error, so that the ISPRL may issue appropriate clarification(s) or amendment(s), if required.
- iv.** The Bidder and any of his personnel or agents will grant permission to ISPRL representative to enter the proposed property and land for the purpose of such inspection.
- v.** Bidder may contact DGM (Tech) or Head Site, ISPRL Mangalore for the purpose of necessary site information or forward their queries to sm.manglore@isprlindia.com

9. CONFIDENTIALITY OF BIDDING DOCUMENT

- a)** Bidders shall treat the bidding documents and contents there in as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to ISPRL.
- b)** The Bidding Document is and shall remain the exclusive property of ISPRL without any right to Bidder to use them for any purpose except for the purpose of Bidding.

10. LANGUAGE OF BID

The Bid and all correspondence concerning the Bid shall be in English Language. For supporting documents and printed literature submitted in any other language other than English, an equivalent English translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English translation shall govern.

11. COMPLIANCE TO BID REQUIREMENT

ISPRL expects Bidder's compliance to the requirement of Bidding Document without any deviation and to submit substantially responsive bid.

12. BID PRICES

- a)** Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity which could be reasonably implied/ inferred from the contents of the Bidding Document then the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- b)** The prices shall be based on conditions specified in General Conditions of Contract, Scope of Work, Bid Qualification Criteria, Bid Evaluation Criteria and other contents of Bidding Document.
- c)** Prices quoted by the successful bidder for rental charges in the bid, shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any Account.
- d)** Alternative bids will not be considered.

Bidder to quote rate in SOR considering all the calculations based on below table. (This is only Sample format No Price to be quoted in the below table).

Sl. No	Description	Area (Sq. Ft) (11700 - 14300)	Rate (Per Sq. Ft per Month)	Rent Per Month (Rs.)	Annual Rent (Rs.)
		A	B	AxB = C	(Cx12)
1	Financial implication for 1 st year Monthly rental charges = (Sq.Ft -A) x (Rate per Sq.Ft.- B)= C (Including Monthly maintenance charges) Total fixed monthly charges i.e.(AxB)= C	A	B	AXB = C	Cx12=D
Escalation					
Description			Escalation Percentage on annual rent	Annual Rental (Rs.)	
2	Financial Implication for 2 nd year (considering escalation % on Annual Rent (D) = D + % escalation charges = E		%	D+(D x %)=E	
3	Financial Implication for 3 rd year (considering escalation % on annual rent (E) = E + % escalation charges = F		%	E+(E x %)= F	
4	Total (1+2+3) (including escalation , Excluding Tax)			G = (D+E+F)	
5	IGST@18% ON G			18 %	
	TOTAL FINANCIAL IMPLICATION FOR 3 YEARS (INCLUDING TAX) (4+5)			G +18%	

(This is only Sample format. No Price to be quoted in the above table).

13. BID VALIDITY

- a) Bid shall remain valid for a minimum period of 180 days from due date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or vary the Bid given or any term thereof without written consent of ISPRL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of ISPRL, the EMD of the bidder shall be forfeited and the bid shall be rejected.
- b) ISPRL may seek extension of the validity period of bid. If the Bidder agrees to the extension request, the validity shall be suitably extended. Bidders may refuse the request of extension of bid validity without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.
- c) PRE BID MEETING will be conducted on 1st April, 2021 @ 3.00 PM at ISPRL office, Chandrabhas Nagar, Mangalore -574142 to clarify queries of Tenderer regarding Bid document / Bid.

13. MULTIPLE/ ALTERNATIVE BID

A bidder shall on no account submit more than one bid. Only bidders who have acquired Bidding Documents from ISPRL website are eligible to submit bids. Bids submitted by any other person will be liable to be rejected.

15) OPENING OF PRICE BID

- a. If a bidder has not complied with Bid Security / Earnest Money Deposit requirement, such bidder's offer (Part-I) shall not be processed for further opening and such bids shall be rejected outrightly.
- b. Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by ISPRL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.
- c. The offered premises shall be evaluated on the basis of the facility offered/quoted. A team of ISPRL official shall visit the offered premises for evaluation prior to price bid opening. The decision of ISPRL in all such cases

shall be final. No reason(s) and/or explanation, whatsoever, shall be given to unqualified bidders. ISPRL reserves the right to reject any or all the offers without assigning any reason and the decision to such effect shall be final and binding.

16) UNSOLICITED POST TENDER MODIFICATION

Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical /commercial clarifications and details sought on any deviations, exceptions or conditions mentioned in the bid unless any amendment to Bidding Document is issued by Owner.

17) CONTACTING ISPRL

Bidders are allowed to contact ISPRL regarding bid from the date of Bid floated till bid closing date mentioned in the Tender. Bidders are advised not to contact ISPRL on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence ISPRL in any of the decision in respect of Bid evaluations or award of Contract will result in the rejection of Bid. Except for queries on bid and prices.

18) ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID

ISPRL reserves the right to accept or reject any Bid or the Tender and to annul the Bidding process and reject all Bids at any time prior to award of contract, without there by incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for ISPRL action.

19) NOTIFICATION OF AWARD

The Bidder, whose bid is accepted by ISPRL, shall be issued Letter of Award (LOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA.

20) RETENDER

Please note that if Tender has been retendered, then it is mandatory for the bidder to submit their offer again.

21) TERMINATION OF CONTRACT –

ISPRL may terminate the contract at any stage for reasons recorded in the letter of termination.

- i. ISPRL may terminate the Contract for any or all of the following reasons that the Contractor / Bidder/ Service provider:
 - a) Has abandoned the work/Contract.
 - b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
 - c) Bids for properties otherwise meeting all other qualifying criteria but lacking separate Kitchen, Dining and Recreation areas without being accompanied with where such Kitchen, Dining and Recreation facilities are not constructed within 45 days of award of Letter of Intent (LOI) or such other extended period that ISPRL may have specified.
 - d) Has become untraceable.
 - e) Has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of ISPRL.
 - f) Has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best Judgment of ISPRL.
 - g) He has been declared insolvent/ bankrupt.
 - h) Reputation, Name or Dignity of ISPRL.
- ii. ISPRL on termination of such contract shall have the right to appropriate the EMD, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- iii. When the contract is terminated by ISPRL for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

22) ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated below

Contact person:

DGM (Technical)

Indian Strategic Petroleum Reserves Ltd

MSEZ, P.O Kalavar, Chandrahas Nagar,

Mangalore-574142,

Phone no. 0824-2881808/1810

9035066101/8050066102

Email: sm.manglore@isprlindia.com

23) INTERPRETATION OF CONTRACT DOCUMENTS:

All documents forming part of the Contract are to be taken as mutually explanatory. If there is any discrepancy, inconsistency, error or omission in the contract, the same shall be brought to the notice of ISPRL before submitting the Bid otherwise the decision of DGM (Technical)/ Head Site shall be the final and the contractor shall abide by the decision.

24) SECURITY DEPOSIT:

A Security Deposit of 2 months advance rent shall be paid as SD (security deposit) to the successful bidder while paying the 1st month rent after possession. The Bidder shall return the SD to ISPRL within 02 working days after the completion of the Lease or contract period.

25) DUTIES AND RESPONSIBILITIES OF Bidder

25.1 Liability by Bidder

On receiving information of any breach, non-fulfilment and/or non-observance by the CONTRACTOR and/or his sub-contractors and other agencies engaged by him in connection with the Works or any of the provisions or requirements of any of the Labour Laws, rules and regulations and/or as to the inaccuracy of any of the returns or statements furnished by the CONTRACTOR and/or his sub-contractors and/or any records or accounts maintained by any of them with respect to which the OWNER as the principal employer or otherwise can have a liability, the OWNER shall be entitled to deduct from the Bills and any amounts due or

becoming due to the CONTRACTOR, under this or other contract(s) with the CONTRACTOR, any sum(s) required or estimated to be required, in its judgment which shall be final and binding on the CONTRACTOR, for making good or compensating for the liability or possible liability of the OWNER by reason of the said breach, non-fulfilment or no observance and/or inaccuracy aforesaid.

25.2 NOTICES TO LOCAL BODIES AND STATUTORY APPROVALS

The bidder shall comply with all notices required by government authority, instruction, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works.

26) STATUTORY LEVIES:

- a) Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.
- b) The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- c) The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.

27) SUBMISSION OF TENDER

- i. The bidder shall be deemed to have fully satisfied on the correctness and sufficiency of information provided in this bid document for prices quoted in the schedule of rates.
- ii. Bidders may load the rental value for the Kitchen, Dining, Recreational and other common areas put together which shall not exceed another 2100 sq. ft. (carpet area) or the actual size whichever is less within the quoted rate as no separate lease rental shall be computed either for purpose of bid-evaluation or for lease payment subsequently for these areas.

- iii. The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area.
- iv. The Tender submitted by a bidder if found to be incomplete in any or all manner is liable to be rejected. The decision of ISPRL in this regard is final and binding.

28) PAYMENT OF CLAIMS AND DAMAGES

The Bidder shall provide electrical, sanitary and other fittings and fixtures and maintain the same in good, working and useable condition at all times and replace such items as may be broken or mal-functioning, at its own cost. This includes any damages caused due to or arising out of flux of time or natural and reasonable wear and tear. The Institute on its part shall take reasonable care and extend due cooperation in maintaining the property in good condition and shall return the same to the Bidder at the end of the lease, subject to reasonable/normal wear and tear due to flux of time and usage. In case of any delay in maintenance or restoration of services the institute will get it done at risk and cost of the lessor and adjust the same against the payment due.

29) CONTRACTOR TO INDEMNIFY ISPRL

The Contractor shall indemnify every officer & employee of ISPRL against all actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against ISPRL for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract.

30) FORCE MAJEURE CLAUSE

- A. Circumstances leading to force majeure;
 - i. act of terrorism;
 - ii. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
 - iii. Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

epidemics, pandemic, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity.

- iv. Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or statewide level in any country where Works are performed, and which affect an essential portion of the Works excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in hand over of the property or commercial hardship shall not constitute a Force Majeure event.

31) PRE BID MEETING

The Pre Bid Meeting will be conducted on 1st April, 2021 @ 3.00 PM at ISPRL office, Chandrahas Nagar, Mangalore -574142 to clarify queries of Tenderer regarding Bid document / Bid. Bidders may attend Pre Bid Meeting at own expense and interest. Queries if any, relating to the Tender/Bid, to be sent by mail to sm.manglore@isprlindia.com, 2 days prior to Pre Bid Meeting.

32) ARBITRATION

- i. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- ii. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Indian Strategic Petroleum Reserves Limited (referred to as ISPRL or ISPRL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer

of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties.

The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of ISPRL, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

- iii. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- iv. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- v. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- vi. The work under the Contract shall, however, continue during the Arbitration. No payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- vii. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- viii. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties.

- ix. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- x. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Mangalore) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Noida) and conducted in English language.
- xi. The CEO& MD of Indian Strategic Petroleum Reserves Limited is the appointing Authority.

Scope of Work/Services:

1.0 DETAILED SCOPE OF SERVICE:

Scope of Bidder-

- 1) The building should be made in ready to use condition within 45 days from the date of communication of bid acceptance letter/ LOI, with electricity, water, sewage, firefighting equipment and adequate toilet facilities, lighting, fan, electrical sockets, The particulars of amenities provided/proposed to be provided inside the property/building complex should be clearly indicated in the Technical Bid.
- 2) If property requires repair/renovation/retrofitting and painting the successful bidder will have to undertake on his own before handing over the leased property.
- 3) Bidder has to replace at his own expense any damages caused due to flux of time or natural or reasonable wear and tear.
- 4) The following shall be in the scope of bidder:
 - Installation of Aqua guard/ Eureka Forbes/ any similar type of water Purifier with sufficient capacity of drinking water to all ITBP Personnel..
 - Tap water for washing, bathing and cooking, must be available round the clock 24x7.
 - Replacement of any non-functional light/ bulbs.
 - Arranging of trash removal or Waste Disposal as per Mangalore City Corporation norms / Concerned Panchayat.
 - Maintenance of Water supply system
 - Maintenance and running of motors and water pumps installed at the premises.
 - Maintenance of Lifts, if any, provided in the building.
- 5) All the maintenance of the proposed building shall be carried out by Male staff only.
- 6) The Bidder shall provide electrical, sanitary and other fittings and fixtures and maintain the same in good, working and useable condition at all times and replace such items as may be broken or mal-functioning, at its own cost. This includes any damages caused due to or arising out of flux of time or natural and reasonable wear and tear. ISPRL on its part shall take reasonable care and extend due cooperation in maintaining the property in good condition and shall return the same to the Bidder at the end of the lease, subject to reasonable/normal wear and tear due to flux of time and usage.
- 7) In case of any delay in maintenance or restoration of services ISPRL, will get it done at risk and cost of the lessor and adjust the same against the payment due.

- 8) Periodic tank/Sump cleaning comes under the bidder's scope.
- 9) All liabilities of taxes, have to be met by the bidder/owner of property.
- 10) In case of co-owners/joint owners, the bid documents i.e. technical bid and Price Bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he should invariably submit an Authorization/ Power of Attorney to do so from the remaining owners.
- 11) All expenses towards registration of lease deed, stamp duty & all other legal documentation charges shall have to be borne by the successful bidder.
- 12) Bidder shall quote only for the space on Carpet Area basis and not to include the cost of any extra furniture's, Cupboard, Cot which are not sought by ISPRL.
- 13) Successful Bidder shall appoint a representative to coordinate with ISPRL after issuing work order.
- 14) The scope of work documents / technical specifications(Bid Qualification Criteria/ Bid Evaluation Criteria) shall be read in conjunction with General Terms and Conditions of Contract and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts or volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding the same shall be referred to decision of the Head-Technical and his decision shall be final.
 - Minimum of 37 Flats of 2 Bed room configuration with sufficient Bathroom /Toilets OR
 - Minimum of 25 Flats of 3-Bed Room Configuration with sufficient Bathroom / Toilets OR
 - Any Hotel / Hospital/ Hostel Property with Adequate room capacity to accommodate 148 personnel including space for a wardrobe for each occupant OR
 - Minimum 04 large barrack-type halls (to accommodate 38 - 40 beds + wardrobe/ almirah in each hall) and having one Bath/Toilet per 08 occupants.
- 15) Total Carpet/ usable area required: Bidder's offered property should have minimum carpet area of 13000 sq. ft. (+/- 10 %) in the living area & an additional space of 2100 Sq. Ft that will comprise of a spacious Kitchen, Dining, recreation & arms ammunition areas to cater 40 persons at a time within or in immediate proximity to the offered area. Space for Kitchen should be large enough to take care of the cooking requirements for 148 ITBP personnel.

16) If the bidding property has an area of more than 14,300 Sq. Ft (additional 10% of 13000Sq. Ft), bidder shall quote for the maximum area of 14300 Sq. Ft only. But if the bidding property is less than 14300Sq. Ft & more than 11700 Sq. Ft (This range is considered from +/- 10% of 13000 Sq. Ft) then the bidder shall quote for the actual area that will be provided. However any bidder who quotes for an area less than 11700 Sq. Ft will be technically rejected.

17) The bidder has to provide the details of total carpet area of the building with certification by any chartered engineer or Govt. Registered Valuer or Architectural Firm.

18) Bids for properties otherwise meeting all other qualifying criteria but lacking separate Kitchen, Dining and Recreation areas may be considered only if a letter of undertaking is provided by the Bidder-Proprietor, with the Bid, stating that such Kitchen Dining and Recreation facilities will be constructed within 45 days of award of Letter of Intent (LOI) or within any such extended days as specified by ISPRL Site Head.

19) The Property should have amenities like fan, Lightings and fixtures, and sufficient no. of Toilets & Bathrooms with at least one toilet/bathroom for every 8 occupants. (At least 19 bathrooms/toilet for 148 ITBP personnel)

20) The offered premises should be within a road distance of 25 K.M from the ISPRL, Mangalore site.

2.0 GENERAL TERMS AND CONDITIONS ON SERVICES:

- a) The Property should have amenities like fan, Lightings and fixtures, and sufficient no. of Toilets & Bathrooms with at least one toilet/bathroom for every 8 occupants.
- b) The offered premises should be within a road distance of 25 K.M from the ISPRL, Mangalore site.
- c) The bidding property should be a standalone property or separately demarcable.
- d) Separate dedicated Parking should be provided to the proposed property, in case any other residential or commercial building is situated within the premises of proposed property.
- e) The building should have easy approach from the main road and have a reasonable parking space.
- f) The bidder shall submit only 1 proposal for the same property. In case more than one proposal is received from the bidder all such proposals shall be disqualified.
- g) In case of co-owners/joint owners, the bid documents i.e. technical bid and Price bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he should invariably submit an Authorization/ Power of Attorney to do so from the remaining owners.

- h) The electricity and water supply lines/ connection shall be provided by the owner at his own cost and expenses. However ISPRL shall pay the bidder all the running charges with respect to electric power, light and water charges of the said premises during the lease period on the basis of the actual consumption and submission of Bills. A separate meter shall be installed by the proprietor for measuring the consumption of water and electricity by ITBP personnel and reimbursement of water & electricity bills shall be done based on the submission of bill of this separate meter solely used for accommodation of ITBP personnel.
- i) Bidder to install Aqua guard/ Eureka Forbes/ any similar type of water Purifier with sufficient capacity of drinking water to all ITBP Personnel.
- j) If property requires repair/renovation/retrofitting and painting the successful bidder will have to undertake on his own before handing over the leased property.
- k) The offered premises shall be evaluated on the basis of the facility offered/quoted. A team of ISPRL official shall visit the offered premises for evaluation prior to price bid opening. The decision of ISPRL in all such cases shall be final. No reason(s) and/or explanation, whatsoever, shall be given to unqualified bidders. ISPRL, reserves the right to reject any or all the offers without assigning any reason and the decision to such effect shall be final and binding.
- l) Successful Bidder shall appoint a representative to coordinate with ISPRL after issuing work order.
- m) In case of any complaint of non-fulfillment of any obligation under the contract, ISPRL reserves the right to withhold payments due to the contractor out of such amounts payable, if any, or likely to fall due to the company to make such payments as it may consider necessary for smooth and unhindered working.

PAYMENT TO THE CONTRACTOR:

- I. The contractor shall submit monthly invoice latest by 3rd /7th day of succeeding month to the ISPRL Mangalore. The payment shall be made through RTGS / NEFT Transfer within 30 days from the date of receipt of the bill. Applicable taxes as per relevant laws shall be deducted at source from the invoice before Releasing payment.
- II. Income tax at the prevailing rate as applicable from time to time shall be deducted from contractor's bills as per income tax act and quoted rates shall be deemed to Include the same.
- III. The payment payable to the contractor shall be on the basis of Schedule of Rates, quoted by the contractor besides this the contractor shall not be entitled to receive any other payments other than those reimbursements stipulated in the contract.
- IV. The electricity and water supply lines/ connection shall be provided by the owner at his own cost and expenses. However ISPRL shall pay the bidder all the running charges with respect to electric power, light and water charges of the said premises during the lease period on the basis of the actual consumption and submission of Bills. A separate meter shall be installed by the proprietor for measuring the consumption of water and electricity by ITBP personnel and reimbursement of water & electricity bills shall be done based on the submission of bill of this separate meter solely used for accommodation of ITBP personnel.
- V. The documents are to be certified/signed by authorized person of the Contractor. On receipt of the bill along with the above mentioned required documents complete in all respects, payment shall be cleared within 30 days by ISPRL. If it is found that the contractor has not discharged the statutory obligations, ISPRL shall be at liberty to deduct such sums/dues from the bills and pay to the respective authorities. No advance payment in any case would be made to the contractor by ISPRL.

- VI. The payment(s) to be made to the contractor are subject to deduction of tax(s), Cess, etc. levied by Government as per the rules from time to time.

TERMS OF PAYMENT:-

- The payment will be made within 30 days after submission of invoice at ISPRL Mangalore. The payment shall be released by ISPRL head office at Noida on receipt of bill duly verified by Head Site. The payment will be made after deducting the statutory deductions like TDS etc.
- ISPRL being co-developer of MSEZ may be entitled to avail services with IGST @0% for accommodation of ITBP personnel outside MSEZ premise. However there is no clearance of the same as of now. Bidders will be intimated in advance regarding any changes in GST terms

SCHEDULE OF RATES**For Providing accommodation Facility for 148 ITBP Personnel Deployed at ISPRL Mangalore**

Sl. No	Description	Area (Sq. Ft) (11700-14300)	Rate (Per Sq. Ft per Month)	Rent Per Month (Rs.)	Annual Rent (Rs.)
		A	B	AxB = C	(Cx12)
1	Carpet Area Quote Shall include rate for 2100 sq.ft of additional area & all the civil & Electrical maintenance etc. Note: if the Bidding property has an area more than 14300 sq. Ft (additional 10% of 13000 sq.ft) bidder shall load the access area quote on the area of 14300 sq.ft only. But if the bidding property is less than the 14300 sq.ft and more than 11700sq.ft (this range is considered from +/- 10% of 13000 sq.ft) than the bidder shall quote for the actual area that will be provided. However any bidder who quotes for an area less than 11700sq.ft will be technically rejected.				

Escalation

	Description	Escalation Percentage on annual rent	Annual Rent (Rs.)
2	Escalation % is sought for 2 nd year on annual rent of 1 st year.		
3	Escalation % is sought for 3 rd year on annual rent of 2 nd year		
4	Sub Total for 3 Years(1+2+3)		
5	IGST at 18% on Sub Total		
	TOTAL FINANCIAL IMPLICATION FOR 3 YEARS (INCLUDING TAX) (4+5)		

Gross Total in Figure:**Gross Total in Words:**

SEAL & SIGNATURE OF BIDDER

**FORM OF BANK GUARANTEE
IN LIEU OF PERFORMANCE SECURITY**

BG NO: _____

DATED : _____

VALID UPTO : _____

To,

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

Dear Sirs,

In consideration of Indian Strategic Petroleum Reserves Limited (hereinafter called "the Corporation" which expression shall include its successors and assigns), having awarded certain work for and relative to _____ (Name of the Project/Work) to _____ (Name and address of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Corporation's Letter of Acceptance No. _____ dated _____ read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Corporation may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We _____ (Name of the Bank), a body registered/constituted under the _____ Act, having our Registered Office/Head Office at _____ (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto an aggregate limit of Rs _____ (Rupees _____ only)

AND the Bank doth hereby further agrees as follows :-

- i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to the midnight of _____ provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.

- ii) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Corporation to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.
- iii) The obligations of the Bank to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/ undertaking or security for any indebtedness of the Contractor to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- iv) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
- v) The liability of the Bank to the Corporation under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- vi) The Bank shall not revoke this undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the Contractor or the Bank or the Corporation shall not discharge the Bank's liability hereunder.
- vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.
- viii) Notwithstanding anything contained herein:
 - (a) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words) ;
 - (b) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and
 - (c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

(ix) The Bank doth hereby declare that Shri_____(Name of the person signing on behalf of the Bank) who is_____(his designation), is authorised to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this_____day of _____200_____.

Yours faithfully,

Signature : _____

Name & Designation : _____

Name of the Branch : _____

Dated : _____

CHECKLIST OF TECHNICAL DOCUMENTS

(To be duly filled in by the Bidder and submitted as a part of the technical bid)

All columns shall be duly filled in. "NIL" or "Not applicable" shall be marked, where there is nothing to report

Sl. No.	Documents to be submitted	Submitted	
		YES	NO
1.	<p>i) The bidder shall submit an EMD of Rs.50, 000/- value shall be enclosed with the technical bid by way of Demand Draft/Bank guarantee valid for 180 days from the date of bid closing, in favour of M/s Indian Strategic Petroleum Reserves Limited, Noida.</p> <p>ii) If they are registered with NSIC/ MSE (Micro Small Enterprises), any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) they submit evidence registration certificate are exemption from submission of EMD.</p>		
2.	Total carpet area of the building certificated by any chartered engineer /Govt. Registered Valuer/ architectural firm		
3.	Address proof of the property (i.e. Telephone Bill, MESCOM Bill, etc.).		

4	The following documents shall be self-attested a. Copy of Service Tax / GST Registration Details b. Copy of PAN Card Details c. Bank Details		
5	Occupancy certificate / Building Completion Certificate issued by Mangalore City Corporation/ Panchayat or any other Govt. Department.		
6.	Sale / Conveyance Deed/ Lease Deed / Deed of Declaration as proof of ownership.		
7.	Power of Attorney holder should submit a copy of Registered Power of Attorney (POA) in case of Joint owners.		
8.	Supporting documents and printed literature submitted in any other language other than English, an equivalent notarised English translation submitted.		
9	Each of the page of the bid document submitted been signed and sealed by the Authorized Signatory of the Bidder.		
10.	The accommodation offered for rent must be free from litigation including dispute with regard to ownership, pending taxes, electrical bills, and dues. (Copy of affidavit from owner or the POA holder to be enclosed.)		
11.	Whether the property should not be more than 30 years.		
12.	For supporting documents and printed literature submitted in any other language other than English, an equivalent English translation shall also be notarized and submitted.		