

# **INDIAN STRATEGIC PETROLEUM RESERVES LIMITED**

(A wholly-owned subsidiary of OIDB),

Ministry of Petroleum & Natural Gas

ISPRL Padur, PO Padur,

Via Kaup-574106

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**TENDER NO: ISPRL/PDR/HS/NS76/LN/26-27/01**

**BIDDING DOCUMENT FOR PROCUREMENT OF LIQUID  
NITROGEN (99.9% PURITY) FOR ISPRL PADUR  
THROUGH PUBLIC/OPEN E-TENDER.**

# **INDEX**

**NAME OF WORK: Supply of Liquid Nitrogen (99.9% purity) at ISPRL Padur**

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# NOTICE INVITING TENDER

Tender No	ISPRL/PDR/HS/NS76/LN/26-27/01 dated 04.06.2026
Brief Description of the requirement	SUPPLY OF LIQUID NITROGEN (99.9% PURITY) at Padur Site
Bid Type	<b>Two Bid</b>
Mode	<b>Online through <a href="http://www.isprl.ewizard.in">www.isprl.ewizard.in</a></b>
Pre-Bid Conference	<b>12.06.2026, 11.00 hrs (IST). The bidders may attend the meeting in person at HO/ Padur Site of ISPRL and through on-line mode. All bidders are requested to send their queries in advance in xl format and share their e-mail address so that link can be shared with interested bidders.</b>
Tender Document Submission date	<b>24.06.2026 @ 15.00 Hrs. (IST)</b>
Date / Time of Technical Bid Opening	<b>24.06.2026 @ 15.30 Hrs. (IST)</b>
Offer Validity	180 days from Tender Document Submission date
Contract Period	3 years and extendable to a further period of 2 year under mutual consent as per the same Terms & Conditions on satisfactory performance of the Contractor  Each consignment supply will be complete within 15 days from the date of intimation from ISPRL either through email/telephone.
EMD	₹ 2,35,000 (BG is also acceptable)
SD Cum PBG	<b>2% of total Contract value</b> (BG is also acceptable and shall be submitted within 15 days of order and BG shall have validity till completion of Defect Liability Period plus three months for claim period)
Price Reduction Clause	½% subject to a maximum of 5 % of value of the total Contract value for every week or part thereof the delay beyond the Contract supply date. PRS shall be applicable for each requirement raised.
DD shall be drawn in favour of "ISPRL Noida,"	
For Queries contact	Navendu/ <a href="mailto:procleader-ho@isprlindia.com">procleader-ho@isprlindia.com</a> /+91-0120-2594639/+91-9449972571
Bidders are informed to check tender link on ISPRL website <a href="https://www.isprlindia.com/tenders.asp">https://www.isprlindia.com/tenders.asp</a> replies to queries raised during pre-bid meeting, any clarifications, corrigendum, addendum etc.	
Address to submit the EMD etc	<b>Chief Manager (Materials)</b>  <b>Indian Strategic Petroleum Reserves Limited</b> <b>OIDB Bhawan, 3rd Floor, Plot No. 2, Sector – 73</b> <b>Noida – 201301, Uttar Pradesh, India</b> <b>Email: <a href="mailto:procleader-ho@isprlindia.com">procleader-ho@isprlindia.com</a></b> Tel: +91-120-2594639  Mob: + 91-9449972571  (Please mention tender number on the envelop)

## 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).

## 2.0 BRIEF SCOPE OF WORK

ISPRL intends to engage suitable agency for supply of Liquid nitrogen (99.9% purity) at Indian Strategic Petroleum Reserves limited facility at Padur. The scope of work is mentioned detailed in this bidding document.

## 3.0 PREQUALIFICATION CRITERIA- TECHNICAL

- 3.1 The Bidder should have experience of successful completion of supply of liquid nitrogen to various industries during the last 7 years ending last day of the month previous to the one in which applications are invited, which experience should be anyone of the following:

*The bidder should have executed three similar work order annually for Rs.39.79 lakhs within the last Seven years (Work order issued on or after April 1, 2018).*

OR

*The bidder should have executed one similar work order annually for Rs.79.58 lakhs within the last seven years (Work order issued on or after April 1, 2018).*

OR

*The bidder should have executed one similar work order annually for Rs.79.58 lakhs within the last seven years (Work order issued on or after April 1, 2018).*

**(\*Similar work\*** means previous experience in Supply of Liquid Nitrogen).

- 3.2 Bidder should submit Copy of Completion Certificate indicating value of work completed against above purchase/work orders.
- 3.3 Bidder should be an authorized supplier/dealer/manufacturer for carrying out the supply of Liquid Nitrogen. The personnel handling filling, transportation, and delivery of Liquid Nitrogen shall be suitably trained and qualified in handling cryogenic liquids and compressed gases as per applicable safety standards and statutory regulations. Valid supporting documents/certificates, such as authorization letters, PESO license (if applicable), safety training records, and statutory approvals, shall be submitted as proof along with the bid.

- 3.4 Certificate of Liquid Nitrogen purity conforming to 99.9% by volume to be furnished along with each consignment
- 3.5 The bidder should not be under a black-list/ holiday list of any state/central government department or undertaking (including PSUs). Bidder shall give a declaration in their respective letter head stating that they are not under any black list.
- 3.6 The bidder should agree to comply with all technical specifications and the detailed scope of work as outlined in the tender. Additionally, the bidder is required to submit the full set of the tender, duly signed and sealed on each page, indicating acceptance of the bid.
- 3.7 The copies of following documents shall be attached with technical bid:
  - a. Firm Registration Details
  - b. GSTIN details
  - c. PAN Card details
  - d. Bank Account details

#### **4.0 PRE-QUALIFICATION CRITERIA- FINANCIAL**

The average Annual Financial Turnover during the last 3 years, ending 31st March, 2025 should not be less than INR.29.84 Lakhs. In case the financial turnover of year ending 31st March 2025 is not available, then Turnover during the last 3 years, ending 31st March, 2024 can be provided by the bidder.

#### **5.0 BID EVALUATION CRITERIA (BEC):**

- 5.1 The bidder should accept in Toto the Technical specification and Scope of work given in the Tender with no deviations as per clauses of the tender document.
- 5.2 Techno commercially acceptable bids will be evaluated on overall L-1 basis i.e. lowest landed cost to ISPRL.
- 5.3 In case of a tie in overall L-1 then the bidder with higher financial turnover will be considered as lowest ranking tenderer.

#### **6.0 REJECTION CRITERIA:**

The bids are liable for rejection in following cases:

- 6.1 Bids are received after the due date and time of bid submission.
- 6.2 EMD is not found in Technical bid of the offer. However, PSU/ firms registered with NSIC/ MSE (Micro Small Enterprises), vendors registered with DIC (District Industries Centers) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) provided. They are registered for the Items 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.
- 6.3 If the bidder does not comply with the PQC, BEC.

- 6.4 The Technical bid contains Prices or offer is submitted in single bid i.e. Price Bid and Technical Bid submitted together as a single bid.
- 6.5 Bids with deviations to the tendered technical specifications/ scope of work and details of supply.
- 6.6 Bids found to have been submitted with falsified/incorrect information.
- 6.7 Consortium / joint bids shall not be accepted.
- 6.8 Bidders should quote firm prices in Indian Rupees only. Bids submitted in any other currency than INR shall be rejected.
- 6.9 The bidder should not be under Holiday Listing / Blacklisting period by any Government Body / PSU during the tender period. **An undertaking to this effect to be submitted by the vendor.**

## **7.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

- 7.1 Bids must be accompanied with an amount of **Rs. 2,35,000** /- (Rupees Two Lakh Thirty-Five 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.
- 7.2 The EMD/ Bid Security shall be paid to Indian Strategic Petroleum Reserves Limited, Noida, online through e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.
- 7.3 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.

## **8.0 TIME PERIOD**

The time period for SUPPLY OF LIQUID NITROGEN (99.9% PURITY) FOR ISPRL, Padur shall be 36 Months from date of issue of letter of acceptance. In case the quantity is not consumed within 36 months then the period of supply of Liquid Nitrogen can be extended by 24 months on the same terms and conditions, subject to satisfactory performance and mutual consent between ISPRL and the agency.

## **9.0 SUBMISSION OF BID & VALIDITY**

- 9.1 Bids are required to be submitted only through e-Procurement Portal at <https://ispri.ewizard.in> on or before the Bid submission date and time. Bidders are required to enroll on the e-Procurement portal (URL:

<https://isprl.ewizard.in> ). It may also be noted that the price details are required to be filled & submitted only on the Schedule of Price format downloaded from above e-Tendering website.

- 9.2 Bidders in their own interest are requested to enroll on e-Procurement portal and upload/submit their bid well in time. In the event of failure in bidder's connectivity with the Portal during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.
- 9.3 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.
- 9.4 Bidders to refer e-Tendering Methodology to Instructions to Bidders (ITB) in the Bidding Document. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from e-Wizard Helpdesk, whose contact information is provided in the e-Tendering Methodology.

## **10.0 GENERAL**

- 10.1 The complete Bidding Document is available on e-Procurement Portal (website: <https://isprl.ewizard.in> ). Corrigenda/Addenda/ Amendment, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the content of the bidding document has not been altered or modified.
- 10.2 Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the Bidding Documents to meet BQC.
- 10.3 Bids not received by the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 10.4 ISPRL shall not be responsible for any expense incurred by bidders in connection with the preparation & uploading of their bids, site visit and other expenses incurred during bidding process.

- 10.5 ISPRL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance etc.
- 10.6 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.
- 10.7 Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Resources required", "Bidders Manual Kit" etc. are available on home page of <https://isprl.ewizard.in> facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.
- 10.8 Request for extension in due date of submission of bids due to non-registration or delayed registration in e-procurement portal shall not be entertained.
- 10.9 Bidders may view the Bid opening through e-Procurement Portal i.e. <https://isprl.ewizard.in> .
- 10.10 Consortium/Joint bids/ multiple bids / alternative bids shall not be accepted
- 10.11 ISPRL reserves the right to reject any or all the Bids and to annul the Bidding process at its discretion without assigning any reason whatsoever at any time prior to award of contract, without thereby incurring any liability towards the Bidder.
- 10.12 For detailed specifications, terms & conditions and other details, refer Bidding Document.
- 10.13 Contact person:  
Head Site  
Indian Strategic Petroleum Reserves Ltd,  
PO Padur, Via Kaup-574106  
E-mail: [headsitesite-padur@isprlindia.com](mailto:headsitesite-padur@isprlindia.com)/[padur@isprlindia.com](mailto:padur@isprlindia.com)

# INSTRUCTIONS TO BIDDERS

## 1.0 INTRODUCTION

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to engage suitable agency for supply of liquid nitrogen (99.9% purity) to Indian Strategic Petroleum Reserves facility at Padur. The scope of work is detailed in the Scope of Work mentioned in this bidding document.

## 2.0 COST OF BIDDING

All direct and in direct costs associated with the preparation and submission of bid (including clarification meetings and site visit) 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.

## 3.0 SITE VISIT

- I. Bidder is advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
- II. The Bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect here of and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.
- III. Bidder may contact Head Site ISPRL Padur for the purpose of necessary site visit and forward their request in advance to [headsitesitepadur@isprlindia.com](mailto:headsitesitepadur@isprlindia.com)

## 4.0 CLARIFICATION IN BIDDING DOCUMENT

- I. 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.
- II. Bidding documents once issued are non-transferable in any other name.

## **5.0 AMENDMENT OF BIDDING DOCUMENT**

- I. At any time prior to the deadline for submission of bids as well as up to priced bid opening, the OWNER 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 e-Procurement website <https://ispri.ewizard.in>.
- 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

## **6.0 CONFIDENTIALITY OF BIDDING DOCUMENT**

- I. 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.
- II. The Bidding Document is and shall remain the exclusive property of ISPRL without any Bidders right to Bidder to use them for any purpose except for the purpose of Bidding.

## **7.0 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, 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.

## **8.0 COMPLIANCE TO BID REQUIREMENT**

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

## **9.0 PREPARATION/SUBMISSION OF e-BIDS**

- 9.1 The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.
- 9.2 Electronic Bids (e-bid) in two parts i.e. PART-I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions

enclosed with the Bidding Document.

- 9.3 **PART-1:** Techno-commercial/ Un-priced Bid: Techno-commercial/ Unpriced Bid will contain the following documents:
- i. MSE certificate (if applicable)
  - ii. Power of Attorney in favor of Bid Signatory
  - iii. Separate booklet consisting document against Bidder Qualification Criteria (Technical & Financial)

**(Note: The above shall be loaded in “PREQUAL/TECHNICAL” folder in e-tendering portal)**

- 9.4 In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Un-priced Bid.

- 9.5 **PART – 2** (Priced Bid) shall consist of the following:

9.5.1 Priced Bid shall consist of Schedule of Prices/ Schedule of Rates with prices filled in e-tendering portal, without making any changes in the format/names of the file/worksheet.

9.5.2 Deviations to terms and conditions, presumptions, overwriting etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

**(Note: Part-2 shall be uploaded in “FINANCE” folder in e-tendering portal)**

## **10.0 BID PRICES**

- I. 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.
- II. The prices shall be based on conditions specified in General Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications and other contents of Bidding Document.
- III. Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any account.
- IV. Alternative bids will not be considered.

## **11.0 BID VALIDITY**

- I. 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.
- II. Such Bidder also may be put on Holiday/Negative List. 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.

## **12.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

- I. ISPRL shall not pay any interest on Bid Security furnished
- II. EMD/ Bid securities of unsuccessful bidders will be returned within 45 days upon placement of order/ issue of Sale Letter. However, in case ISPRL decides to cancel / annul the Enquiry / bidding 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.
- III. 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, Bidder shall upload the relevant valid certificate in Un-priced bid and duly authenticated as per requirements of NIB in Original in sealed envelope must be submitted

## **13.0 MULTIPLE / ALTERNATIVE BID**

A bidder shall on no account submit more than one bid either directly or indirectly. Only bidders who have acquired Bidding Documents (including documents downloaded from ISPRL's/ e-procurement website) from ISPRL e-procurement website are eligible to submit bids. Bids submitted by any other person will be liable to be rejected

## **14.0 FORMAT AND SIGNING OF BID**

The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorized to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details

of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder

#### **15.0 DATE, TIME & PLACE OF SUBMISSION**

- I. Bidders shall submit their bids electronically in the e-tendering portal, within the date and time.
- II. Bid Security in accordance with NIB & ITB, in original, must be received by ISPRL at the address no later than the date and submission of bids.
- III. ISPRL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB, in which case all rights and obligations of ISPRL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **16.0 MODIFICATION AND WITHDRAWAL OF BID**

- I. The bidder may modify, resubmit or withdraw its e-bid after bid submission, but, before the due date and time of submission of the bid following the electronic bid submission procedures.
- II. 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.

#### **17.0 OPENING OF BID**

- I. ISPRL shall verify the availability of requisite BID SECURITY uploaded online, prior to opening of Part-I of e-Bid. Techno-commercial e-Bid of those bidders shall be considered for opening, who have already submitted the requisite Bid Security, in accordance with ITB/NIB, prior to due date and time for submission of Bids.
- II. ISPRL shall open Part-I of bids received in the e-tendering portal. The order of part wise opening of bids shall be as follows.
- III. On scheduled date and time of UNPRICED BID OPENING
  - a) Bid Security & other documents submitted in e-tender shall be opened first and verified that whether Bid Security has been furnished as per bid requirement.
  - b) Upon meeting the requirement of Bid Security as per NIB & ITB, opening of documents of Part-I, submitted in electronic form shall be processed on

the e-Procurement module of the e-tendering portal.

- c) If a bidder has not complied with Bid Security requirement as per a) above, such bidder's offer (Part-I) shall not be processed for further opening and such bids shall be rejected out rightly.
- d) 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.

## **18.0 EVALUATION OF PRICE BIDS**

- I. Bidder must meet the qualification requirements as specified in NIB.
- II. ISPRL reserves the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed/ in progress for evaluation purpose.
- III. The rates quoted by the Bidder shall be checked for arithmetic correction, if any.
- IV. Conditional discount, if offered, shall not be considered for evaluation.
- V. 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. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.

## **19.0 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 stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner.

## **20.0 CONTACTING ISPRL**

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.

## **21.0 ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID**

ISPRL reserves the right to accept or reject any Bid 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.

## **22.0 NOTIFICATION OF AWARD**

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

## **23.0 CONTRACT AGREEMENT**

The Contract document shall consist of the following:

- I. Original Bidding Document including any amendments issued.
- II. Detailed Letter of Acceptance.

# **E-TENDERING METHODOLOGY**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the e-

Procurement Portal (URL: <https://ispri.ewizard.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.

More detailed information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://ispri.ewizard.in>

## **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement Portal (URL: <https://ispri.ewizard.in>) by clicking on the link “**Register**” on the e-Procurement Portal by paying online Registration charges.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n-Code / e-Mudhra etc.), with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the e-Procurement Portal.
2. Once the bidders have selected the tenders they are interested in, the same can be moved to the respective ‘My Tenders’ folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded in their Bidding Document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **RETENDER**

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

### **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to e-Procurement Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. PRELIMINARY**

- 1.1 This is a Contract for execution of supply of Liquid Nitrogen as defined in tender

document at the specified location.

- 1.2 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.3 It is the clear understanding between Indian Strategic Petroleum Reserves Limited and the tenderer that in case the bid of tenderer is accepted by Indian Strategic Petroleum Reserves Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties' interest.
- 1.4 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site- in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Items shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.5 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts 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 arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.
- 1.6 It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a job and/or provide facilities for the performance of the job, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.
- 1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence
  1. Contract Agreement
  2. Detailed Letter of Acceptance along with its enclosures
  3. Letter of Award / Fax of Acceptance
  4. Job Specifications (specific to particular job only)
  5. Drawings if any
  6. Special Conditions of Contract
  7. Technical Specifications
  8. Instructions to Bidders
  9. General Conditions of Contract
  10. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures

## **2. DEFINITIONS**

- a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:
- b. The CORPORATION means INDIAN STRATEGIC PETROLEUM RESERVES LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees.
- c. "Goods / Materials": Goods and/or Materials shall mean any of the articles, materials, machinery, equipment's, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. "Vendor / Seller / Supplier": Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.
- e. "Contractual Delivery Date": Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Dispatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- f. "Inspectors": Inspectors deputed by Corporation.
- g. 'Total Order Value' means:-
  - i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
  - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.
- h. 'Total Order Value' shall be considered for the purpose of calculation of:
  1. Price reduction on account of delay
  2. Performance bank Guarantee Amount
  3. Payment of advance, if any to be made.
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

## **3. REFERENCE FOR DOCUMENTATION**

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

**4. CONFIRMATION OF ORDER**

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

**5. COMPLETE AGREEMENT**

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Corporation and the Vendor.

**6. DISPATCH INSTRUCTIONS**

- a. The goods shall be consigned in the name of consignee viz., Head Site, Indian Strategic Petroleum Reserves Ltd, Padur, PO Padur via Kaup- 574 106, Udupi Dist, Karnataka, by the most economical and expeditious mode of transport to the destination as applicable for respective mode of dispatch.
- b. ISPRL's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.
- c. ISPRL reserves the right to advise any change in dispatching point / destination and / or mode of transport, as may be required. Any extra expenditure on this account supported by documentary evidence will be reimbursed by the ISPRL.

**7. PACKING AND MARKING**

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words '**HANDLE WITH CARE**', '**THIS SIDE UP**' and '**FRAGILE**'.
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.

- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.
- f. Each package shall be marked in bold letters on the external three surface of the packages follows:
  - i. From: Address of Supplier / Sub-supplier.
  - ii. For: Indian Strategic Petroleum Reserves Limited. \_\_\_\_\_  
(location)
  - iii. Item:
  - iv. Package No.: \_\_\_\_\_ of total packages
  - v. Dimensions: \_\_\_\_\_ (Dimensions of each package)
  - vi. Weight: \_\_\_\_\_ (Weight of each package)
  - vii. Special Instruction for storage, if any.
  - viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
  - ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
    - 1. Mandatory Spares.
    - 2. Commissioning Spares.

## **8. RESPECT FOR DELIVERY DATES**

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery.

## **9. PRICE REDUCTION FOR DELAYED DELIVERY**

In case of delayed delivery, prices will be reduced @0.5% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% of the total basic order value.

### **NOTE :**

- a. Price Reduction shall be applicable only on the basic cost and on full Complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.

- b. Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

## **10. FORCE MAJEURE**

- Circumstances leading to force majeure
  - a) act of terrorism;
  - b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
  - c) ionising 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;
  - d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
  - e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but 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 supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

## **11. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT**

- a. In case the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Owner for such disposal shall be to the account of the Vendor. The freight paid by the Owner, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Corporation before the rejected materials are removed by the Vendor.
- b. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Owner. The time taken for replacement in such event will not be added to the contractual delivery period.

## **12. PRICE**

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

### **13. TERMS OF PAYMENT**

- a. The following payment terms shall be applicable:
- Payment for the supply of liquid nitrogen shall be made within 30 working days from the date of successful unloading of each consignment at the ISPRL Padur site, subject to receipt and verification of the original tax invoice by the Head of Site.
  - The vendor shall raise the tax invoice based on the quantity confirmed through third-party weighment. The invoice shall be supported with the Certificate of Analysis (COA), e-way bill, delivery challan, and third-party weighment documents.
  - In addition, each consignment supply will be complete within 15 days from the date of intimation from ISPRL either through email/telephone.
  - The payments shall be made within 30 days after receipt of original invoice with required documents like PAN, GST No., Cancelled Cheque and account details for making payment. No part payment shall be made.
  - All payment will be released electronically either through NEFT or RTGS. TDS and other statutory levies & duties applicable will be deducted on bill amount as per the govt. of India rules issued from time to time.
  - In addition to GST numbers, in compliance with Sec 139A(5)(C) of the Income Tax Act, Vendor raising an invoice of INR 2,00,000 or more should display the 10- digit PAN numbers (of both Vendor as well as customer ).
- b. ISPRL has taken the initiative to expedite the payment to vendors through e-payment. Hence, confirm that you have filled the ISPRL Vendor mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill / Invoice: -
- i. Delivery Challan / Lorry Receipt
  - ii. Manufacturer's Test Certificate
  - iii. Inspection/Clearance report
  - iv. Manufacturer's Guarantee Certificate
  - v. Any other document specified in the Purchase Order.
- d. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- e. PBG shall be valid till expiry of guarantee period. All other Bank Guarantees shall be valid till contractual completion period, unless otherwise specified. All

bank guarantees shall have a claim period of 1(one) month after expiry date of bank guarantee.

#### **14. CHANGES**

The Corporation has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalized within 10 days from the date when change is ordered.

#### **15. CANCELLATION / RISK PURCHASE CLAUSE:**

- a. The Corporation reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:
  - i. The vendor fails to comply with the terms of this purchase order.
  - ii. The vendor fails to deliver the goods on time and / or replace the rejected goods promptly.
  - iii. The Vendor becomes bankrupt or goes into liquidation.
  - iv. The vendor makes a general assignment for the benefit of creditors.
  - v. A receiver is appointed for any of the property owned by the vendor.
- b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Owner for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.

#### **16. PERFORMANCE GUARANTEE**

- a. The supplies made against this order shall be fully guaranteed against any Manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with dispatch documents. You will furnish performance Bank Guarantee in favor of ISPRL issued by a bank for 5% value of the material supplied and valid during the above guarantee period.
- b. Composite PBG valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- All items (other than CVR items) : 5% of PO value
- For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower.

Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 5% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period.

**17. NON-WAIVER**

Failure of the Corporation to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Corporation to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by the Corporation act as waiver of the terms hereof.

**18. NON-ASSIGNMENT**

The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Corporation.

**19. TECHNICAL INFORMATION**

- a. Specifications & details shall be the property of the Corporation and shall be returned by the Vendor on demand. The Vendor shall not make use of specifications for any purpose at any time save and except for the purpose of the Corporation.
- b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Corporation shall at all times remain the absolute Property of the Corporation.

**20. DISPUTE RESOLUTION**

**A. Discussions and Resolution**

- i) The parties shall attempt to resolve all dispute and difference arising out of or relating to this contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or Differences shall be referred to the Executive Director/SBU Head of ISPRL of the concerned department and the Director/ Owner / authorized Senior Official of the contractor/supplier for an amicable

solution.

- ii) If any dispute or difference remains unsettled within sixty (60) days from the Date on which either Party has served a written notice on the other Party Making claims and for discussions, then the provisions of Part B (i.e. Conciliation) of this Clause shall apply.

## **B. CONCILIATION**

- i) All disputes and differences covered under the Conciliation Rules, 2019 Arising out of or relating to this contract including its performance or Interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of ISPRIL, as amended from time to time.
- ii) The Conciliation Rules, 2019 of ISPRIL and any modification thereof shall be Binding upon the Parties.
- iii) The language of the conciliation shall be English;
- iv) The governing law of this contract shall be of India.
- v) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be free to take appropriate legal remedies for adjudication of their disputes.
- vi) The Courts having jurisdiction over the place where the contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.

## **21. JURISDICTION**

The Vendor hereby agrees that the Courts situated in location given in tender header” shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.

### **CLAUSE**

- a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.
- b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/ information:
  - i. Name of the Bidder
  - ii. Address of the Bidder
  - iii. Validity of the Registration
  - iv. Items for which the Bidder is registered

v. Monetary Limit and acknowledged copy of Entrepreneurs Memorandum Part II

- c. Also, vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.
- d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.
- e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

The courts situated in Delhi alone shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.

**1.0 Preference to MSEs** (Refer Gazette notification of the Government of India, the Ministry of Micro, Small and Medium Enterprises number S.O.2119 (E), dated 26<sup>th</sup> June, 2020 on criteria for classifying the enterprises as micro, small and medium Enterprises & Udyam registration for revised guideline.)

- a. In case the bidder is a 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 and Small Enterprises, the bidder shall be entitled for following:
  - i. Issue of Tender Documents to MSEs free of cost.
  - ii. Exemption to MSEs from payment of EMD.
  - iii. Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 25% portion shall be shared amongst them. Further, out of above 25%, of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs and 3% will be earmarked for procurement from MSEs owned by women.

This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or women entrepreneurs.

- a. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- b. MSE bidder shall submit the following:

- i. Documentary evidence that the bidder is a 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.
  - ii. If the MSE is owned by SC/ST Entrepreneurs or MSEs owned by women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
  - iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor 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.
- c. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 along with amendments notified vide Government of India Gazette from time to time.

**23. VALIDITY OF OFFER:**

Offer shall be valid for 180 days from the due date / extended due date of the tender enquiry.

**24. INTEGRITY PACT:**

All tenders shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders is r 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

**25. ORDER OF PRECEDENCE**

In case of any discrepancy between the conditions stated in the GPC (which is an integral part of the Order) and those specifically mentioned in the Purchase Order, the later shall prevail over the former.

**SPECIAL SAFETY PRECAUTIONS TAKEN BY CONTRACTORS WORKING IN AN OPERATING ISPRL.**

1. SMOKING / USING MOBILE PHONES INSIDE ISPRL STRICTLY PROHIBITED. Contractor shall ensure that all workmen employed do not smoke & do not use mobile phones inside the ISPRL premises. Workmen shall not strike any arc or light naked flame without valid permit. They shall not permit to bring in any flammable materials or matches, mobile phones while entering the ISPRL premises.

2. Contractor shall ensure that valid permits are available for doing the work. Contractor shall not start or continue any type of work without the valid permit.
3. The contractor shall strictly adhere to all conditions and safety precautions mentioned in the work permits. ISPRL reserves the right to cancel any work permits issued, without assigning any reason.
4. The contractor shall ensure that their men do not tamper with the facilities in operation. They shall not operate any Valves/ Switches etc. unless specifically directed to do so by Engineer-in-charge.
5. All contract men shall wear Safety Helmets, Safety Shoes, Goggles, Coveralls /Safety Jackets, face shield, cryogenic hand gloves. They shall not permit to enter operation unit area without wearing SAFETY HELMET & SAFETY SHOES.
6. The contractor shall depute a responsible, experienced & competent person should be always available in Work area to inspect, oversee job & to coordinate.
7. Contractor shall instruct his workers to stop all jobs immediately in case of fire alarm. Further they must leave the work site and proceed towards the designated areas.
8. The contractor shall ensure all workforce should be healthy without any contagious disease.
9. Contractor shall instruct his workers to stop all jobs immediately in case release of liquid/gas/toxic/hazardous chemicals etc., and inform the concerned ISPRL personnel available at site.
10. The contractor shall ensure that his workmen do not move around freely inside ISPRL premises other than the assigned place of work & also do not sleep anywhere inside ISPRL premises.
11. Consumption of intoxicating preparation or attending duty under the influence of such products is Strictly Prohibited.
12. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the ISPRL any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from ISPRL premises and provide alternate personnel.
13. ISPRL may suspend work at any time or terminate the contract for a pattern of frequent failure to adhere to Safety Laws, Regulations & Onsite-Safety Procedures.

**TECHNICAL SPECIFICATION/SCOPE OF WORK & DETAILS OF WORK:**

**Scope of work:**

**1.0 TECHNICAL SPECIFICATION:**

Supply of Liquid Nitrogen of 99.9% purity details:

Sl.no	Description	Qty
1	Liquid Nitrogen of 99.9% purity	8,65,000 kg

Details of Storage Vessel at ISPRL Padur:

- a. No. of Tanks = 5 (each 50-ton capacity/63KL capacity)
- b. Total capacity = 5 X 50 = 250 ton  
= 5 X 63 = 315 KL
- c. Operating pressure = 7.0 Kg/Cm<sup>2</sup>  
Design pressure = 11.05 kg/Cm<sup>2</sup>  
safety = 10 kg/Cm<sup>2</sup>

**SUPPLIER'S SCOPE OF WORK: -**

- 1. Delivery to be done at ISPRL, Padur Site.
- 2. For Supply, decanting of Liquid Nitrogen, in ISPRL, Padur Site, ISPRL Shall not provide any additional charges towards conveyance, transportation or any other charges during decantation. This cost shall be deemed to be included in the cost of the vendor to quote accordingly.
- 3. The vendor shall cover any risks involved during transit/transportation of the goods.
- 4. Along with each delivery of LIN bidder/supplier has to provide the purity certificate of Nitrogen.
- 5. Certified/Standard hoses to be used for unloading the liquid nitrogen at site. The suitable hose required for unloading the liquid nitrogen should be in the scope of supplier.

## **2.0 TERMS OF PAYMENT**

- Payment for the supply of liquid nitrogen shall be made within 30 working days from the date of successful unloading of each consignment at the ISPRL Padur site, subject to receipt and verification of the original tax invoice by the Head of Site. The vendor shall raise the tax invoice based on the quantity confirmed through third-party weighment.
- The invoice shall be supported with the Certificate of Analysis (COA), e-way bill, delivery challan, and third-party weighment documents. The payment shall be released by the ISPRL Head Office, Noida, after due verification and after deducting applicable statutory deductions such as TDS and other taxes as per prevailing rules.
- In addition, each consignment supply will be complete within 15 days from the date of intimation from ISPRL either through email/telephone.

## **3.0 PRICE**

Bidder to note that the Prices should be inclusive of charges towards conveyance, transportation or any other charges service period. Over and above the lump sum price quoted by the bidder, no other charges shall be payable.

## **4.0 OTHER CONDITIONS**

1. Bidder cannot claim for any price escalation towards the production of LIN such as price hike in diesel, electricity charges, maintenance cost of their plant etc.
2. Payment against the supply of Nitrogen shall be released against the actual quantity verified at third party weigh bridges jointly by ISPRL representatives & Suppliers representatives.
3. In case awarded supply, quantity is partially consumed, then the bidder is not liable to claim any amount for the balanced quantity of LIN. The payment shall be released on the actual quantity of Nitrogen received by ISPRL subject to a maximum ceiling of quantity i.e. 8,65,000 kg..
4. Suppliers shall send GST Invoices/ Debit Notes/ Commercial Invoices for the associated delivery costs including Freight and TPI if any along with the main invoice for material supply, failing which ISPRL shall not be responsible for payment of such dues subsequently.
5. Supplier has to ensure that their manpower should have proper PPE's while decanting of nitrogen at site. PPE's will be in the scope of supplier.
6. Before execution of the job supplier has to understand ISPRL safety guidelines and has to follow them. All the work shall be undertaken after issuing suitable work

permits from the safety Department of ISPRL. It is mandatory that every labour must follow site rules and regulations.

7. All legal dispute shall be Subjected to Udupi Jurisdiction only.
8. No transport arrangement will be given by the client for bringing the Suppliers manpower, machineries and their supply materials to the site. The vehicle arrangement will be completely in the scope of supplier. However, ISPRL will arrange the gate pass for their vehicle and manpower in advance with prior notification through email before 24 hours of vehicle reaching at ISPRL Padur site.

**ISPRL Scope:**

- a. Issue of gate pass.
- b. Issue of work permits.

**Provide the following details in your invoice:**

Name: Indian Strategic Petroleum Reserves Ltd.

Strategic Storage of Crude Oil Project,

Padur, Via Kaup,

P.O. Padur - 574106

Tel:0820-2556817

E-mail: [padur@isprlindia.com](mailto:padur@isprlindia.com)

## **INTEGRITY PACT**

ISPRL has implemented Integrity Pact in line with Government guidelines. The Integrity Pact document is enclosed herewith. The said document is required to be signed in all the pages by the signatory of the bidder, who is authorized to sign the bid documents and, shall be submitted by the Bidder along with the techno-commercial bid documents. The Bidder's failure to submit the duly signed Integrity Pact shall result in the bid not being considered for further evaluation.

ISPRL has appointed following Independent External Monitors (IEMs).

1. **Shri Rajvir Singh, IA&AS (Retd)**

- Email: Rsgodara1963@gmail.com, Singhrajvir@cag.gov.in
- Mobile: +91 8700466366

2. **Shri Narla Venkata Raja Shekhar, IFoS (Retd)**

- Email: nvrajashekar@hotmail.com
- Mobile: +91 9836332132

Bidders may raise disputes/complaints, if any, with these IEM. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. In the event of any dispute between the management and the contractor, in case both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. The fees/expenses on dispute resolution shall be equally shared by both the parties.

## **INTEGRITY PACT**

### **Between**

Indian Strategic Petroleum Reserves Limited (ISPRL) hereinafter referred to as "The Principal",

### **And**

..... hereinafter referred to as "The Bidder/Contractor/Supplier"

### **Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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For the Principal

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For the Bidder/Contractor/ Supplier

- c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidders(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.

- e) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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For the Principal

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For the Bidder/Contractor/ Supplier

#### **Section 5 - Previous Transgression**

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors**

(1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors / Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the Vigilance Office.

### **Section 8 - Independent External Monitors**

- (1) The principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CEO & MD ISPRL.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

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For the Principal

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For the Bidder/Contractor/ Supplier

- (6) The Monitor will submit a written report to the CEO & MD ISPRL within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the

occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CEO & MD ISPRL a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and CEO & MD ISPRL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

### **Section 10 - Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in Writing. Side agreements have not been made.

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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For the Principal

Place .....  
(Signature/Name/Address)

Date .....  
(Signature/Name/Address)

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For the Bidder/Contractor/ Supplier

Witness 1 : .....

Witness 2 : .....

## **PROFORMA Schedule of Rates**

Name of the bidder:

S. No.	Description	UOM	Quantity (kg)	Unit Rate (In INR)	Amount (In INR)
1	Supply of Liquid Nitrogen (99.9% purity)	Kg	8,65,000		
Total					
GST 18%					
Total Including GST					

Bidder to note that the Prices are inclusive of charges towards conveyance, Packing, forwarding, transportation or any other charges service period. Over and above the lump sum price quoted by the bidder, no other charges shall be payable.

Gross Total in Figure: .....

Gross Total in Words: .....

(Only Sample for purpose of understanding SOR format – No price to be mentioned in this form, Prices to be Quoted by the bidders in Price bid format available in E-tendering portal)

## **FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

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 Work) to \_\_\_\_\_(Name and address of the Supplier) (hereinafter called "the Supplier" 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 Supplier 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 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 Supplier 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 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 Supplier and/or the powers or remedies exercisable by the Corporation against the Supplier and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said 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 Supplier or any other forbearance, act or omission on the part of the Supplier or of any indulgence by the Corporation to the Suppliers 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 Supplier 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 Supplier 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 unrealized.

- 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 Supplier and the Corporation, the Supplier and the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Supplier to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Supplier 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 Supplier 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 up to \_\_\_\_\_ 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: \_\_\_\_\_