

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



TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26

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

INDEX

**SUPPLY OF LIQUID NITROGEN (99.9% PURITY) THROUGH PUBLIC/OPEN E-TENDER
FOR ISPRL MANGALORE**

MSEZ, P.O Kalavar, Chandrahas Nagar, Mangalore-574142, FAX. NO.: 0824-2881810

Sl. No.	Description	Page No.
1	Cover Page	1-1
2	Index	2-2
3	Notice Inviting Tender	3-4
4	Instructions to Bidders (ITB)	5-10
5	Pre-qualification criteria/ Bid-evaluation criteria/ Rejection criteria	11-13
6	E Tendering Methodology (Annexure-1)	14-16
7	General Conditions of Contract (GCC)	17-34
8	Technical Specification/Scope of Work & details of supply	35-35
9	Payment Terms, GST Terms & Schedule of Rates (SOR)	36-37
10	Bank Guarantee (Annexure-2)	38-40

NOTICE INVITING TENDER

SUPPLY OF LIQUID NITROGEN (99.9% PURITY) THROUGH PUBLIC/OPEN E-TENDER
FOR ISPRL MANGALORE

MSEZ, P.O Kalavar, Chandrahas Nagar, Mangalore-574142, FAX. NO.: 0824-2881810

Tender No	ISPRL/HO/MNG/NS-1021/2025-26 DATE: 13.03.2026
Brief Description of the requirement	SUPPLY OF LIQUID NITROGEN (99.9% PURITY)
Bid Type	Two Bid
Mode	Online through www.isprl.ewizard.in
Pre-Bid Conference	19.03.2026, 11.00 hrs (IST). The bidders may attend the meeting in person at HO/ Mangalore 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.
Tender Document Submission date	07.04.2026 @ 15.00 Hrs. (IST)
Date / Time of Technical Bid Opening	07.04.2026 @ 15.30 Hrs. (IST)
Offer Validity	120 days from Tender Document Submission date
Contract Period	The contract shall be valid for a period of two (2) years from the date of issue of the LOA. However, supply for each lot shall be as per the delivery instructions issued by ISPRL. The vendor shall quote the delivery period required for supply of each lot, and accordingly PRS shall be applicable for the lot-wise supplies.
EMD	₹ 4,03,200 (BG is also acceptable)
SD Cum PBG	1% of total Contract value (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/ procleader-ho@isprlindia.com /+91-0120-2594639/+91-9449972571
Bidders are informed to check tender link on ISPRL website https://www.isprlindia.com/tenders.asp replies to queries raised during pre-bid meeting, any clarifications, corrigendum, addendum etc.	
Address to submit the EMD etc	Chief Manager (Materials) Indian Strategic Petroleum Reserves Limited OIDB Bhawan, 3rd Floor, Plot No. 2, Sector – 73 Noida – 201301, Uttar Pradesh, India Email: procleader-ho@isprlindia.com Tel: +91-120-2594639 Mob: + 91-9449972571 (Please mention tender number on the envelop)

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 Mangalore (2.50 MMT).

ISPRL intend to engage suitable agency for procurement of liquid nitrogen (99.9% purity) requirement through E Tender as per the enclosed Terms and Conditions at ISPRL Mangalore Special Economic Zone, Chandrahas Nagar, Kalavar Post, Mangalore.

BRIEF SCOPE OF WORK:

Supply of 1,800 MT (18,00,000 Kg) LIQUID NITROGEN (99.9% purity) for ISPRL Mangalore, through Public/Open Tender.

INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

ISPRL intends to engage suitable manpower service provider for works related to office and plant housekeeping. For detailed scope of work, the bidder may refer to scope of work/Services.

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 Mangalore for the purpose of necessary site visit and forward their request in advance to headsitesite-mgl@isprlindia.com.

4.0 All bidders are required to read these conditions carefully and submit one set duly signed by them as token of having read, understood and accepted the conditions, along with information called for by ISPRL.

5.0 The Bidding document shall be read in conjunction with any amendment(s) issued.

6.0 Bidders should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer.

7.0 No assumption, stipulation, deviations from terms and conditions or presumptions, etc. shall be made by the Bidder while submitting the offer in the Price Part of the Tender. The liability of obtaining all necessary clarity with respect to the tender, its technical aspects and pricing shall be on the Bidder. ISPRL shall be under no obligation whatsoever to entertain any tender bid which is based on any assumption, stipulation, deviations from terms and conditions or presumptions, etc. and would have the option to reject such bid.

8.0 Bidders shall submit all valid documents including supporting documents with reference to PQC/ Technical data sheets/ technical and commercial documents / validation(s) / authorization(s) by competent authorities' etc. in the first instant itself. ISPRL reserves the right to complete the evaluation based on the details furnished during the initial bid submission without seeking any additional information or correspondence.

9.0 Submission of Bids:

Bidder shall submit the offer in two parts through e-Tender website <https://isprl.ewizard.in>.

Price Bid will be accepted only through online mode.

In case offer received through manual mode without online submission through e-

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

Tendering site will not be accepted at any circumstances.

Part -1 Technical Bid

Bidders are required to serially number all the pages being appended by them as part of submission to the Technical bid. Such numbering shall include, covering letter, Technical specifications, items list being offered, Drawings, Specification, Certificates, Catalogues, Compliance or Deviation statements, etc. as applicable to this Tender and create an Index Page with headings and corresponding page numbers. In addition to this, all pages of the Tender Documents issued by ISPRL shall be digitally signed on all pages and to be submitted in e tender portal.

Part -2 Price Bid

Contain only Price Bid of the offer.

- 10.0** Date and Time of Price bid opening shall be advised separately to the technically qualified bidders.
- 11.0** In case of EMD, the parties are requested to send EMD of prescribed value by E-payment in the name of M/s Indian Strategic Petroleum Reserves Limited, Noida. ISPRL will not be responsible for any loss / non-receipt of tender/ EMD etc. Date format should be "DD.MM.YYYY" (Date/Month/Year) format. EMD shall be paid electronically, proof of the same shall be provided.
- 12.0** Bidders may attend Pre Bid Meeting /Technical Bid/ Price Bid Opening at own expense and interest. Queries if any, to be sent 2 days prior to pre bid meeting.
- 13.0** Bidder/Agency has to ensure that their manpower should have proper PPE's while executing the work. PPE's will be in the scope of bidder.
- 14.0** Before execution of the job Bidder/agency has to understand ISPRL safety guidelines and has to follow them. It is mandatory that every labor must follow site rules and regulations
- 15.0** No transport arrangement will be given by the client for bringing the bidders manpower, machineries and their supply materials to the site. The vehicle arrangement will be completely in the scope of bidder. However, ISPRL will arrange the MSEZ gate pass for their vehicle and manpower.
- 16.0** 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.
- 17.0** Any corrigendum / amendment to the tender will be uploaded on ISPRL website <https://ispri.ewizard.in/> and will not be published through press advertisement. Prospective bidders should visit the above ISPRL website/ e-Procurement 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.
- 18.0** Deviation on Pre-Qualification Criteria (as applicable) and Bidders' Evaluation Criteria is not acceptable and such Bids having any deviation are liable for rejection.
- 19.0** Suppliers shall send GST Invoices/ Debit Notes/ Commercial Invoices for the associated delivery costs including Freight along with the main invoice for material supply, failing which ISPRL shall not be responsible for payment of such dues subsequently.
- 20.0** In case any of the documents/details submitted are found to be false/fake/incorrect, ISPRL reserves right to reject such bids /forfeiture of EMD/Security Deposit/Cancellation of Work Order/ including placing such vendor(s) / Bidder (s) on Holiday Listing.
- 21.0** ISPRL has discontinued publication of Tender Advertisements through newspapers or any other print media. The complete Tender/Bidding document is available for view/download on ISPRL website <https://ispri.ewizard.in/>. Further replies to pre-bid queries, all updates, Corrigenda, Addenda, Amendments, Extension in last date of submission of bid, Clarifications etc.,(if any) to the Tender/Bidding document will

be hosted on above indicated websites. Bidders should regularly visit above indicated website to keep themselves updated.

22.0 CLARIFICATIONS 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.
 - A Pre-Bid Meeting will be conducted at ISPRL Mangalore office to clarify queries of bidder regarding the bid/ online uploading of bid, if any. Bidders can forward their request for participation in Pre-bid meeting at e-mail: procleader-ho@isprlindia.com, for dates refer Notice inviting bid.

23.0 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://isprl.ewizard.in>.
- III. Bidders shall examine the Bidding Documents thoroughly and inform ISPRL of any apparent conflict, discrepancy or error, so that ISPRL may issue appropriate clarification(s) or amendment(s), if required

24.0 CONFIDENTIALITY OF BIDDING DOCUMENT

1. Bidder 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.
2. 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.

25.0 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.

26.0 COMPLIANCE TO BID REQUIREMENT

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

27.0 PREPARATION/SUBMISSION OF e-BIDS

- I. 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.
- II. 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
- III. PART-1: Techno-commercial/ Un-priced Bid: Techno-commercial/Un-priced Bid will contain the following documents
 - MSE certificate (if applicable)
 - Pre- Qualification Criteria (Technical , Financial & Other criteria)

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

- IV. 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.
- V. **PART – 2** (Priced Bid) shall consist of the following:
 - 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.
 - 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)

28.0 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.

29.0 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.

30.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:

- I. Bids must be accompanied with an amount 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 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.
- 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.

- IV. EMD/ Bid securities of unsuccessful bidders will be returned within 45 days upon placement of order. 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.
- V. For Successful bidders the EMD /Bid security shall be returned once the Security deposit is submitted/or completion of DLP/Warranty period.

31.0 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

32.0 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.

33.0 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, time 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.

34.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 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.

35.0 OPENING OF PRICE 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,
 - 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

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

- 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.
- 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.
- 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

36.0 EVALUATION OF PRICE BIDS

- I. Bidder must meet the qualification requirements as specified in PQC.
- 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.

37.0 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.

38.0 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.

39.0 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.

40.0 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.

41.0 CONTRACT AGREEMENT

The Contract document shall consist of the following:

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

PRE-QUALIFICATION CRITERIA (PQC)

1. Bidder must quote for all the services mentioned in the SOR as per price bid and this is to be confirmed in the SOR format provided below.

Sl. No.	Description	Qty.	UOM	Write QUOTED or NOT QUOTED against the items below
1	Liquid Nitrogen of 99.9% purity	18,00,000	Kgs	

2. PREQUALIFICATION CRITERIA (PQC) - TECHNICAL:

The bidder should have experience of providing similar work during the last 7 years. As a proof of the experience, as a minimum

*Similar work shall means Successful supply of Liquid Nitrogen to Government / Semi-Govt. / PSUs/Institutions /Reputed organization/ Autonomous Bodies.

Sl. No	For Non MSE		For MSE	
	Description	Amount	Description	Amount
1	One similar completed P.O, costing not less than	80,64,000/-	One similar completed P.O, costing not less than	68,54,400/-
2	Two similar completed P.O, each costing not less than	50,40,000/-	Two similar completed P.O, each costing not less than	42,84,000/-
3	Three similar completed P.O, each costing not less than	40,32,000/-	Three similar completed P.O, each costing not less than	34,27,200/-

3. PREQUALIFICATION CRITERIA- FINANCIAL:

I. The average Annual Financial Turnover during the last three years, ending 31st March of the relevant financial year, should not be less than **₹ 60, 48,000/- (Rupees Sixty Lakh Forty-Eight Thousand only)**. This should cover either the periods FY: 2021-22, FY: 2022-23, and FY: 2023-24, or FY: 2022-23, FY: 2023-24, and FY: 2024-25.

II. Note: MSE: Qualified Micro and Small-Scale Enterprises (MSEs) will be given relaxation up to 15% on financial turnover i.e. (Rs. 60,48,000 -15%) **₹ 51, 40, 800/- (Rupees Fifty One Lakh Forty Thousand Eight Hundred only)** is acceptable.

4. Documentation in support of meeting Bidder's Qualification Criteria:

- Bidder shall submit all necessary documentary evidence such as copies of purchase order(s)/ contract agreement(s) clearly indicating scope of work and value of the contract, etc. for the preceding three financial years, in the first instance itself in support of their fulfilling Bidder's Qualification Criteria. 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 PQC shall be duly notarized by Notary public.

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

- With regards to financial documents, the bidder is required to submit financial statement of three years which are duly certified by the statutory auditor.
- In case audited annual financial statements including balance sheets and profit and loss account for the immediately preceding financial year is not available for bid closing date, the Bidder has an option to submit the same for the three previous years immediately prior to the last financial year.
- 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.
- The bidder shall furnish along with his bid, documentary evidence to substantiate his claim for meeting the qualification requirement as specified at Para 3.0 & 4.0 above. This documentation shall include but not be limited to the following details pertaining to projects completed by bidder for qualification:
 - a) Type of contract
 - b) Contract Agreement/ relevant pages of contract
 - c) Completion certificates
 - d) Letter from Clients
- 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.

5) Other Criteria:

- i) Bidder should be a manufacturer or supplier or authorized dealer/agency of the manufacturer for Liquid Nitrogen.
- ii) Valid authorization certificate given by the manufacturer shall be submitted by authorized dealer or agency.
- iii) Certificate of Liquid Nitrogen purity conforming to 99.9% by volume to be furnished along with each consignment.
- iv) The bidder should not be under Holiday Listing/Blacklisting period by any Govt. Body/PSU during the tender period. Bidder shall give a declaration in their respective letter head stating that they are not under any holiday list/black list.
- v) Positive net worth: Net worth of the bidder as per the immediate preceding year's Audited Financial Statements shall be positive.

BID-EVALUATION CRITERIA (BEC)

- a) Subject to technical and commercial acceptance, the bid will be evaluated.
- b) Subject to technical and commercial acceptance, the bid will be evaluated on the overall landed cost (Net of Set Off) which includes basic price, cost of transportation etc. and shall be considered for award to the lowest bidder.
- c) The bidder shall comply with Technical specification and Scope of work given in the Tender with no deviations as per clauses of the tender document.
- d) From all the bids received, only the bids which have qualified as per the bid qualification criteria and techno-commercially accepted shall be considered for further evaluation.
- e) ISPRL reserve the right to split the order quantity between L1/L2 bidders on 60:40 basis at L1 rates. If L2 bidder does not agree to match L1 rate, then L3 & so on bidders will be asked to match L1 rate. If no one agrees to match L1 rate then up to 100% quantity will be awarded to L1 bidder.

REJECTION CRITERIA

- a) Bids are received after the due date and time of bid submission
- b) EMD, in original, 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 Centres) 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.
- c) If the bidder does not comply with the PQC, BEC.
- d) Bids with deviations to the tendered scope of work.
- e) 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.
- f) Bids found to have been submitted with falsified/incorrect information.
- g) Consortium / joint bids shall not be accepted.
- h) Bidders should quote firm prices in Indian Rupees only. Bids submitted in any other currency than INR shall be rejected.
- i) If Bidder is in the Holiday/ Blacklist of any CPSU/ State PSU/ Central or State Government Undertaking. Bidder shall give a self-declaration to this effect.

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://isprl.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://isprl.euniwizard.com>

REGISTRATION

- a) Bidders are required to enroll on the e-Procurement Portal (URL: <https://isprl.ewizard.in/>) by clicking on the link "**Register**" on the e-Procurement Portal by paying online Registration charge Rs. 2360/- (including GST) per year.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) 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.
- e) 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

- a) There is 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 several 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.
- b) 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.
- c) 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

- a) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- b) 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.
- c) 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.

- d) 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

- a) Bidder should log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder must select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in 7 calendar days of the date of Un-priced bid opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- e) 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.
- f) 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.
- g) 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.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) 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.
- j) The bid summary must 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 TERMS & CONDITIONS OF CONTRACT FOR SUPPLY

1. PRELIMINARY

1.1 This is a Contract for execution of job as defined in tender document at the specified location

1.2 The tenderer for the abovementioned supply is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

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 (Refer Annexure 22 Govt. Guideline Sr. No. 12)

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
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 301, World Trade Centre, Babar Road, New Delhi-110001 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. SALES CONDITIONS

With Vendors acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

6. 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.

7. INSPECTION-CHECKING-TESTING

a. The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or dispatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer s shop, at fabrication s shop and at the time of actual dispatch before and after completion of packing.

b. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor s expenses and in accordance with Inspectors instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other reputed inspection agencies as may be nominated by the Corporation.

c. Before shipping or dispatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and dispatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

d. The vendor shall inform the Corporation at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.

e. The vendor shall provide free access to inspectors during normal working hours at Vendors or his/its sub-Vendors works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.

f. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipment's and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.

g. The Vendors responsibility will not be lessened to any degree due to any comments made by the Corporation and Inspectors on the Vendors drawings or by Inspectors witnessing any chemical or physical tests.

h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Corporation shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

8. OFFICIAL INSTITUTIONAL TESTING

a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.

b. The Vendor is required to send to such Institutions as may be designated by the Corporation at least three sets of construction drawings for each equipment and calculations. All manufactures' tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institutions Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Corporation and Institutions Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

9. WEIGHTS AND MEASUREMENTS

a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final.

b. Vendor's shipping documents and invoices must contain the following data:

- i. Unit net weight
- ii. Unit gross weight (packing included)
- iii. Dimensions of packing.

10. DESPATCH INSTRUCTIONS

a. Unless otherwise specifically advised in writing, goods shall not be dispatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.

b. In case dispatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Corporation due to Vendor's booking the material under a wrong classification shall be to Vendor's account.

c. The goods shall be consigned in the name of consignee as applicable.

d. Corporations 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.

e. Corporation 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 Corporation.

11. OILS & LUBRICANTS

The first filling of oils and lubricants, if any, required for every equipment shall be included in the price and appropriate products manufactured by the Corporation (ISPRL) shall be used. The Vendor

shall also recommend the quality / quantity of oils and lubricants required for one-year continuous operation.

12. SPARE PARTS

a. The Vendor must furnish itemized price list of spare parts indicating quantity, unit rate & total rate required for two years operation of the main equipment and prime movers also, if mentioned in the tender.

b. The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart.

13. 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 package as follows:

i. From: Address of Supplier / Sub-supplier.

ii. For: Indian Strategic Petroleum Reserves Ltd. _____ (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.

14. SHIPMENT AND SHIPMENT NOTICES

a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

- b. Within 24 hours of shipment, Vendor shall inform dispatch particulars to Corporation by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, and default on the part of the Vendor will be to Vendor's account.

15. CONTROL REGULATIONS

The supply, dispatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Corporation disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by this order.

16. TRANSIT RISK

Transit Risk insurance shall be covered by the Corporation. The Vendor shall advise the dispatch particulars to Corporation immediately after shipment.

17. 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 Corporation. 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.

18. PRICE REDUCTION FOR DELAYED DELIVERY

In case of delayed delivery, prices will be reduced @1/2% of the total basic order value for every week of delay or 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.

19. 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) 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;

- 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, of materials (other than due to a nationwide transporter's strike) or commercial hardship shall not constitute a Force Majeure event.

- **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- **Right to either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

20. 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 Corporation. The Corporation 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

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

within the period as aforesaid, all expenses incurred by the Corporation for such disposal shall be to the account of the Vendor. The freight paid by the Corporation, 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 Corporation. The time taken for replacement in such event will not be added to the contractual delivery period.

21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE CORPORATION

a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:

- i. Exworks: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
- ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Corporation.
- iii. FOT/FOR destination station: On taking delivery from the transporters/railways at the destination station.
- iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
- v. Equipment erected by the Vendor: On temporary acceptance at job site.
- vi. Equipment commissioned by the Vendor: On taking over by the Corporation for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

22. 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.

b. Price shall be exclusive of GST (CGST, SGST, and IGST as applicable), Customs Duty and applicable Cess, which are leviable by law on sale of finished goods to Corporation. The nature and extent of such levies shall be shown separately.

c. Anti-Profiteering Clause GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

23. TAXES & DUTIES:

a. GST (CGST, SGST, and IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer against documentary evidence to be furnished by the supplier. Corporation shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently prior to opening of priced bids). Taxes/duties and/or levies not indicated by supplier in bid, but payable, shall be to supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST,

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

IGST as applicable) Customs Duty and applicable Cess indicated with reference to limits mentioned in the offer/bid or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to contractual delivery date, the Corporation shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.

b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, and levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.

c. The vendor shall comply with all the provisions of the GST Act/Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns with the due dates etc. to enable ISPRL to take Input Tax Credit. In case of imports, vendors shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable ISPRL to take Input Tax Credit. In case, ISPRL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

e. Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

24. CUSTOMS DUTY (CD) VARIATION

a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Corporation shall reimburse the increase in taxes and duties at actuals against satisfactory supporting documents.

b. All downward variations in the rates of all such duties shall be to Corporation's account and same shall be calculated on actual CIF value of imported materials subject to the limit mentioned. Supplier shall submit all relevant documents to Corporation for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).

c. Custom Duty variation shall be paid by Corporation up to the limit of maximum CIF value of imported components as indicated in the offer.

d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

25. FOREIGN EXCHANGE (FE) VARIATION

a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.

b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.

d. For reimbursement of foreign exchange variation, documentary evidence like bank certificates of remittance showing the date of payment and rate of foreign currency to Indian rupees to be furnished along with a copy of bills of entry duty attested by Customs department. All downward variations in conversion rate will be to Corporation's account.

e. Variation will be paid only if imports are made within the period as specified in offer for import. For imports made beyond that period, foreign currency variation will be paid based on the conversion rates prevailing on the last date of period of agreed to for imports. The last date for imports agreed will be the import landing date in India envisaged by Bill of Entry.

f. Bidder shall indicate the maximum CIF component along with currency of import. In case supplier imports less than the CIF value indicated in the bid, Duty. FE variation etc. shall be reimbursed only for the actual import carried out.

g. Foreign exchange variation, if any, downward or upward, will be paid only if imports are made within the agreed completion period.

h. For the purpose of Foreign Exchange variation reimbursement, State Bank of India (SBI) selling rate applicable on the bill of entry date or SBI selling rate on Bank remittance date or actual remittance rate, whichever is lower shall be considered. The following clause also to be considered.

i. The BOE date may fall within Contractual Completion Date or beyond, it has already been stipulated as above conditions that no reimbursement for FE / CD variation will be paid if the actual import is beyond Contractual completion date. In such a case, the variation reimbursement will be restricted to the difference between the rate quoted in the tender and the lower of the following:

- i. The actual remittance rate.
- ii. SBI Bill selling rate on the date of CDD.

26. TERMS OF PAYMENT

a. The following payment terms shall be applicable:

- i. 75% of the bill amount duly recommended by user on receipt of materials / docs. At ISPRL shall be paid within 7 days of receipt of bill.
- ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.

b. ISPRL has taken the initiative to expedite the payment to vendors through e-payment.

Hence confirm that you have filled the ISPRL bank 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:-

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

- i. Delivery Challan / Lorry Receipt.
- ii. Manufacturer's Test Certificate
- iii. Inspection/Clearance report
- iv. Manufacturer's Guarantee Certificate
- v. Performance Bank Guarantee for 10% Basic Order Value
- vi. Any other document specified in the Purchase Order.

d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.

e. ISPRL will furnish their approved format for bank guarantee/ indemnity bond for all the advance payments directly to vendor along with FOA/ PO, wherever applicable.

f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.

g. All bank guarantees shall be non-revocable and from Scheduled / Nationalised Banks other than cooperative banks in India and as per ISPRL's proforma.

h. 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.

27. RECOVERY OF SUMS DUE

Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the Corporation and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to the Corporation on demand the balance remaining due.

28. 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 finalised within 10 days from the date when change is ordered.

29. 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

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.

c. Therefore, in case of Termination of the contract, Corporation shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, Corporation shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.

d. The provision of this clause shall not prejudice the right of the Corporation from invoking the provisions of clause Delayed Deliver as a fore said.

30. PATENTS AND ROYALTIES

On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Corporation from any legal action or claims regarding compensation for breach of any patent rights.

31. 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 despatch documents. You will furnish performance Bank Guarantee in favour of ISPRL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period.

b. Composite PBG valid up to 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) : 10% of PO value

-For CVR items: Rs 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 10% from each bill); Such composite PBG shall be valid up to a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

32. 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.

33. NON ASSIGNMENT

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

34. PART ORDER/ SPLIT ORDER / REPEAT ORDER

Vendor hereby agrees to accept part orders, split order at Corporation's option without any limitation whatsoever and also accept repeat order up to 100% of each item during a period of 12 months after placement of purchase order at the same unit prices, terms and conditions.

35. VENDOR S DRAWINGS AND DATA REQUIREMENT

The Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and / or in Vendor drawings and data form attached to the Purchase Order as called for in clause 8, viz, Expediting above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order execution.

36. TECHNICAL INFORMATION

a. Drawings, 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 drawing and 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 endeavours 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.

37. SERVICES OF VENDOR S PERSONNEL

Unless otherwise specified in the PO, services of vendor's personnel shall be made within two weeks advance notice and the Vendor shall depute the necessary personnel to site for supervision of erection and start-up of the equipment and train a few of the Corporation's personnel for the operation and maintenance of the equipment if required, by the Corporation. The terms and conditions for the services of the Vendor shall be mutually settled.

38. VENDOR S LIABILITY

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

The Vendors workmen or employees shall under no circumstances be deemed to be in Corporation's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out the work covered by this Purchase Order, whether arising on Corporation premises or elsewhere and agrees to indemnify the Corporation against any such claim or claims if made against the Corporation and all cost (as between attorney and client) of proceedings, suits or action which the Corporation may incur/sustain in respect of the same. The Vendor shall also procure and keep in force at his own cost comprehensive Automobile Liability insurance for adequate coverage in respect of all his vehicles visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees. Extent of Liability shall be read in conjunction with clause no. 28 above.

a. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22 Govt. Guideline Sr. No. 13)

39. CORPORATION S MATERIAL

- a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value there of strictly in the manner and as per proforma of bank Guarantee approved by the Corporation.
- b. wherever possible the material shall be consigned to Vendor's siding. In the event the Vendor does not have any siding, materials shall be consigned to the Public siding / goods depot to be specifically confirmed by Vendor Loading / Unloading and any handling from the siding / destination shall be arranged by the Vendor at his responsibility and cost.
- c. The Vendor shall give a firm and binding list of Corporation issue materials and the desired schedule of its delivery to Shop floor strictly in accordance with the sequence of fabrication vis-à-vis the contract delivery period.
- d. Unused material or scrap from material supplied by the Corporation to the Vendor shall be returned by the Vendor to the Corporation or if the Corporation so directs, the Vendor may dispose of the same by sale or otherwise on such terms and conditions as the Corporation may stipulate and the Vendor shall pay to the Corporation the sale proceeds of the material so disposed by sale deducting there from expenses incurred by the Vendor on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Corporation and the Vendor.

40. GUARANTEE FOR SPARE PARTS:

- a. The seller shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Procurement so that the latter may order his requirements of spares in one lot if so desires.
- b. The seller shall further guarantee that if he goes out of production of spare parts , then he will make available blue prints , drawings of spare parts and specification of materials at no extra cost to the Procurement , if and when required in connection with

the equipment to enable the procurer to fabricate or procure spare parts from other source.

d. The provision of this clause shall remain effective and binding upon the seller even after the completion or expiry of the order and till the plant / machinery / equipment / instrument supplied under the order is in use by the procurer.

41. ARBITRATION

a. 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.

b. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Indian Strategic Petroleum Reserves Ltd (referred to as Corporation 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 the Corporation, 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.

c. 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.

d. 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.

e. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

f. The work under the Contract shall, however, continue during the Arbitration proceedings and 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.

g. 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.

h. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be R 40,000/- per case for transportation contracts and Rs 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid R 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.

i. 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 thereunder, shall apply to the Arbitration proceedings under this Clause.

j. 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 for all purposes. The Arbitration shall be held at Delhi and conducted in English language.

k. The Appointing Authority is the Functional Director* of Indian Strategic Petroleum Reserves Limited.

l. Procurement Authorities may mention, if considered necessary, the proper designation such as Dy. CEO etc.

42. 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.

1.0 Preference to MSEs

- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centre's 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 LI 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.
- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- c. MSE bidder shall submit the following:
- i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centre's 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.
- d. 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.

43. VALIDITY OF OFFER:

Offer shall be valid for 120 Days from the due date / extended due date of the tender enquiry.

44. INTEGRITY PACT:

All tenders shall comply with the requirements of the Integrity Pact (IP). Failure to sign the Integrity Pact shall lead to outright rejection of bid. Format enclosed.

45. 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.

46. GENERAL:

- a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.
- b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites: (AO details for International Taxation are also available online).
 - i. <http://tin.tin.nsd.com/pan/index.html/>
 - ii. <http://incometaxindia.gov.in/>
 - iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>
 - iv. <http://www.utitsl.co.in/>
- c. PBG Format is attached with this GPC.
- d. The guidelines for Holiday Listing as available on ISPRL website shall be applicable to all tenders floated and all Purchase Orders/ Contracts placed by ISPRL.

47. SECURITY DEPOSIT:

The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (1%) of the total contract value in the form of account payee crossed demand draft drawn in favour of the Owner, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.

1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft or through e-payment upto 50,000/- and in the form of Demand draft I Bank guarantee or through e-payment beyond 50,000/-. Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank. Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- All items (other than CVR items): 10% of PO value
- For CVR items : 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 10% from each bill); Such composite PBG shall be 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).

TECHNICAL SPECIFICATION/SCOPE OF WORK & DETAILS OF SUPPLY:

Technical Specification:

Supply of Liquid Nitrogen of 99.9% purity details:

Sl. No.	Description	Qty
1	Liquid Nitrogen of 99.9% purity	18,00,000 kg

Details of Tank & Pressure:

a. No. of Tanks = 3 (each 50 ton capacity/63KL capacity)

b. Total capacity = $3 \times 50 = 150$ ton = $3 \times 63 = 189$ KL

c. Operating pressure = 6 Kg/Cm²

Design pressure = 10 kg/Cm²

safety = 9.0 kg/Cm²

DETAILED SCOPE OF WORK FOR BIDDER/SUPPLIER:

Supplier's Scope of Work:-

i. Delivery to be done at ISPRL, Mangalore Site within 72 hrs of request.

ii. Supply, decanting of Liquid Nitrogen, in ISPRL, Mangalore Site.

iii. ISPRL- will not provide any additional charges towards conveyance, transportation or any other charges during decantation. This shall be included in the cost of the vendor to quote accordingly.

iv. The vendor shall cover any risks involved during transit/transportation of the goods.

v. For each delivery of LIN bidder/supplier has to provide the purity certificate.

vi. If the Entire quantity is not utilised during the contract period, purchase order /contract may be extended for a period of one year, with mutual consent of both parties, on the same terms and conditions.

TERMS OF PAYMENT

The payment will be made within 30 days after receipt of each consignment as per the specifications at site. 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.

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.

TERMS & CONDITIONS FOR GST:

1. ISPRL, being an FTWZ co-Developer/Unit is presently eligible for various benefits by way of exemptions, drawbacks, and concessions from payment of tax and duties of Central and State levies on the supply of goods and services to FTWZ Developer/Unit under the GST regime wherein it is provided that:
2. supply of goods or services or both, to a FTWZ co-Developer/unit shall be treated as supply during inter-State trade or commerce (IGST Supply) as per Section 7 & 8 of IGST Act; and
3. Supply of goods or services or both to a FTWZ Developer/unit will be treated as "zero rated supply" under Section 16(1) of the IGST Act.
4. Provide the following details in your invoice:
Name: Indian Strategic Petroleum Reserves Ltd. (SEZ)
Strategic Storage of Crude Oil Project,
Mangalore SEZ,
Chandrasahas Nagar, P.O. Kalavar,
Via Bajpe, Mangalore – 574 142
Tel:0824-2881810|email:
sm.manglore@isprlindia.com|Website:www.isprlindia.com
GSTIN: 29AABCI3148M1Z9
5. Credit of input tax may be availed for making such zero-rated supply in terms of Section 16(2) of IGST Act. A registered person making zero rated supply shall be eligible to claim refund under the following options in terms of Section 16(3) of IGST Act,
 - (a) he may supply under bond or Letter of undertaking without payment of IGST, and claim refund of unutilized input tax credit; or
 - (b) he may supply on payment of IGST and claim refund of such tax paid
6. Bidder/ Supplier/Contractor shall have registration under IGST Act for supply of goods or services or both to ISPRL-FTWZ co-developer/Unit under GST Tax regime.
7. Bidders/Suppliers/Contractors shall comply with the provisions of GST Law including providing GST invoices with proper endorsement & stamping as may be prescribed, and shall file returns in a timely manner. Such other documentation for the supply, payment of taxes, as may be required by the GST Law or the rules made thereunder shall be followed by such Bidders/Suppliers/Contractors and enable ISPRL to comply with GST requirement in respect of any supply under this Tender/ Purchase/Work Order/Contracts.
8. Suppliers to quote only the Basic price / Basic Value of the Contract exclusive of GST, wherein supply is "Zero Rated" (ISPRL being FTWZ Developer/Unit). However, taxes if applicable on supplies, which are not a "Zero Rated Supply" or not exempted under GST tax regime, shall be borne by the Bidder/supplier/contractor.
9. In case bidder has quoted applicable taxes extra in their offer (including pre-GST contracts) and if such taxes are subsumed in GST and/or falling under "Zero Rated supply" (ISPRL being FTWZ Developer/Unit), then such taxes shall not be payable by ISPRL.
10. The invoice must be uploaded in the relevant month's GSTR-2A of the supplier.

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

11. Supplier can note that on intimation to ISPRL, he may opt to take input tax credit on his inputs and raise a tax invoice bearing applicable IGST on supplies made to ISPRL. Vendors who prefer this option shall declare in the invoice as follows:
"WE HAVE NOT CLAIMED REFUND OF TAX CHARGED IN THIS INVOICE. THE FTWZ IS ELIGIBLE TO TAKE CREDIT"

This option needs to be exercised only with written consent of ISPRL. ISPRL being FTWZ intends to receive only zero-rated invoice.

SCHEDULE OF RATES (SOR)

Sl. No.	Description	Qty. for 2 Years	UOM	Unit Price (INR)	Total Price (INR)
1	Liquid Nitrogen of 99.9% purity	18,00,000	Kg		
IGST @ 0%				0.00	
Total Amount (INR) with IGST@0%, inclusive of all charges for 2 Years					
Grand Total (in words):					

❖ Bidder to note that the Prices are inclusive of charges towards conveyance, local transportation, Lodging & Boarding, or any other charges during 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:

Annexure-2

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 up to an aggregate limit of Rs _____ (Rupees _____ only)

AND the Bank doth hereby further agrees as follows: -

- a) 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.
- b) 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

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

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

- c) 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.
- d) 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.
- e) 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
- f) 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
- g) 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.
- h) 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

TENDER NO: ISPRL/HO/MNG/NS-1021/2025-26/

before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended

- i) The Bank doth hereby declare that Shri _____ (Name of the person signing on behalf of the Bank) who is _____ (his designation), is authorized 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: _____