



INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE AND PADUR**

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002

**BIDDING DOCUMENT FOR
HORIZONTAL CENTRIFUGAL PUMP (SPECIAL
PURPOSE PROCESS)**

**PROCUREMENT UNDER INTERNATIONAL
COMPETITIVE BIDDING**

VOLUME –I: COMMERCIAL SECTION

VOLUME –II: TECHNICAL SECTION

Prepared & Issued by:

**इंजीनियर्स
इंडिया लिमिटेड**  **ENGINEERS
INDIA LIMITED**
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

Regd. Office : Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi - 110066

Regd. Office: Engineers India Bhawan, 1 Bhikaiji Cama Place, New Delhi - 110 066, India.
 TEL: NO. : 00 91 11 26102121: FAX NO. : 00 91 11 26194722 / 26191714

REQUEST FOR QUOTATION (RFQ)

RFQ No: MS/6979-004-PA-MR-5010/1002

Date: 02.08.2011

	Client: ISPRL Project: Crude Oil Strategic Storage Project at Mangalore & Padur MR No.: 6979-004-PA-MR-5010 Rev. A Item: Pump -Centrifugal. Horizontal (Special Purpose Process) Due Date: Upto 1200 Hrs. (IST) on 02.09.2011 Pre-Bid Meeting: 1100 Hrs. (IST) on 16.08.2011 at EIL, NEW DELHI
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BID DOCUMENT FEE: Shall be furnished in physical form as per IFB

BID SECURITY: Shall be furnished as per Clause 14 of Instructions to Bidders

UNPRICED BID OPENING: PUBLIC OPENING AT 1400 hrs. (IST) on 02.09.2011 at EIL, 16, Bhikaiji Cama Place, RK Puram, New Delhi- 110066

PRICED BID OPENING: PUBLIC OPENING: DATE, TIME AND VENUE SHALL BE INTIMATED LATER.

Gentlemen,

1. Bids are requested on behalf of our client M/s. ISPRL, for the captioned item in total compliance to technical specifications, scope and terms & conditions of enquiry documents/attachments. Your offer must be complete in all respect and must contain confirmation/compliance to all points of enclosed Bidding Documents without any deviations i.e. ZERO DEVIATION OFFER, failing which your offer will be liable for rejection.
2. Part I TO Part V of Bid should be submitted in separate envelopes duly super scribed as explained in IFB in physical form in sealed envelopes pasted with corresponding cut-out slips enclosed.
3. Bids complete in all respects should be submitted on or before the **BID-SUBMISSION DATE & TIME**.
4. Also bidder shall ensure that the envelopes used are strong enough to withstand the weight and enroute handling by Postal Departments, Courier Service etc.
5. Bids complete in all respects should reach our office (Engineers India Limited, EI Bhawan, New Delhi as per the address mentioned on cut-out slip) , on or before the **BID-DUE DATE & TIME**. Fax/E-Mail bids will not be accepted.
6. Bidders shall ensure that all pages of their price bids have been signed and contain prices without any overwriting or hand corrections using correction fluid, otherwise their bid shall be liable for rejection.
7. Purchaser reserves the right to allow purchase preference to Central Public Sector Undertakings/Enterprises and / or Domestic Price Preference, as admissible under prevailing policy of Government of India.
8. The bids must be furnished on a single point "Sole Bidder" responsibility basis. Order will be placed on sole bidder who will have full responsibility for all contractual purpose.
9. We reserve the right to make any changes in the terms and conditions of purchase and to reject any or all the bids.
10. *** Please specify Bid Document No. in all correspondence**
11. Please confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned or delisted by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. If this declaration is not furnished your bid shall be treated as **non-responsive and liable for rejection**.

We reserve the right to make any changes in the terms and conditions of purchase and to reject any or all the bids.

*** Please specify Bid Document No. in all correspondence**
THIS IS NOT AN ORDER

Very truly yours,
For & on behalf of Client

(MUKESH SINHA)
AGM (C & P)
Engineers India Limited

Enclosure:

1. Bid Document No.MS/ 6979-004-PA-MR-5010 /1002 comprising of following:
 - 1.1 Volume - I : Commercial
 - 1.2 Volume - II: Technical - MR No. 6979-004-PA-MR-5010 REV.A
2. Cut Out Slips.

DO NOT OPEN - THIS IS A QUOTATION

Client : **ISPRL**
Project : **Crude Oil Strategic Storage Project at Mangalore & Padur**
RFQ No. : **MS/6979-004-PA-MR-5010/1002**
Item : **PUMP CENT.HORIZONTAL (SPECIAL PURPOSE PROCESS)**
Due Date& Time : **Upto 1200 Hrs. (IST) on 02.09.2011**

From : **To :**

	The Assistant General Manager (C&P) Engineers India Limited, El Annexe, 2nd Floor, 1, Bhikaiji Cama Place, R.K. Puram New Delhi – 110066, India
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(To be pasted on the physical envelope containing Unpriced BID) (PART I)

DO NOT OPEN - THIS IS A QUOTATION

Client : **ISPRL**
Project : **Crude Oil Strategic Storage Project at Mangalore & Padur**
RFQ No. : **MS/6979-004-PA-MR-5010/1002**
Item : **PUMP CENT.HORIZONTAL (SPECIAL PURPOSE PROCESS)**
Due Date& Time : **Upto 1200 Hrs. (IST) on 02.09.2011**

From : **To :**

	The Assistant General Manager (C&P) Engineers India Limited, El Annexe, 2nd Floor, 1, Bhikaiji Cama Place, R.K. Puram New Delhi – 110066, India
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(To be pasted on the physical envelope containing Priced BID) (Part II)

(TO BE DELIVERED AT OUR DAK RECEIPT SECTION SITUATED AT GROUND FLOOR OF ANNEXE BUILDING)

DO NOT OPEN - THIS IS A QUOTATION

Client : *ISPRL*

Project : *Crude Oil Strategic Storage Project at Mangalore & Padur*

RFQ No. : *MS/6979-004-PA-MR-5010/1002*

Item : *PUMP CENT.HORIZONTAL (SPECIAL PURPOSE PROCESS)*

Due Date& Time : *Upto 1400 Hrs. (IST) on 02.09.2011*

From : **To :**

	<i>The Assistant General Manager (C&P) Engineers India Limited, El Annexe, 2nd Floor, 1, Bhikaiji Cama Place, R.K. Puram New Delhi – 110066, India</i>
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(To be pasted on the physical envelope containing Original BID SECURITY) (PART III)

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DO NOT OPEN - THIS IS A QUOTATION

Client : *ISPRL*

Project : *Crude Oil Strategic Storage Project at Mangalore & Padur*

RFQ No. : *MS/6979-004-PA-MR-5010/1002*

Item : *PUMP CENT.HORIZONTAL (SPECIAL PURPOSE PROCESS)*

Due Date& Time : *Upto 1400 Hrs. (IST) on 02.09.2011*

From: **To:**

	<i>The Assistant General Manager (C&P) Engineers India Limited, El Annexe, 2nd Floor, 1, Bhikaiji Cama Place, R.K. Puram New Delhi – 110066, India</i>
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(To be pasted on the physical envelope containing Original Demand Draft for BID Document Fee) (Part IV)

(TO BE DELIVERED AT OUR DAK RECEIPT SECTION SITUATED AT GROUND FLOOR OF ANNEXE BUILDING)

DO NOT OPEN - THIS IS A QUOTATION

Client : *ISPRL*

Project : *Crude Oil Strategic Storage Project at Mangalore & Padur*

RFQ No. : *MS/6979-004-PA-MR-5010/1002*

Item : *PUMP CENT.HORIZONTAL (SPECIAL PURPOSE PROCESS)*

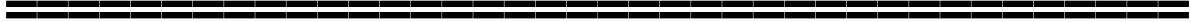
Due Date& Time : *Upto 1400 Hrs. (IST) on 02.09.2011*

From :

To :

	<p><i>The Assistant General Manager (C&P) Engineers India Limited El Annexe, 2nd Floor, 1, Bhikaiji Cama Place, R.K. Puram New Delhi – 110066, India</i></p>
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(To be pasted on the physical envelope containing Power of Attorney & Integrity Pact) (Part V)
(TO BE DELIVERED AT OUR DAK RECEIPT SECTION SITUATED AT GROUND FLOOR OF ANNEXE BUILDING)





**INDIAN STRATEGIC PRTROLEUM RESERVES LIMITED
GLOBAL NOTICE OF INVITATION FOR BIDS (IFB)**

(BIDDING DOCUMENT NO. MS/6979-004-PA-MR-5010/1002)

Engineers India Limited, on behalf of ISPRL, invites **bids** from eligible bidders as per details given below:

Description	IFB and Bidding Document on Website	Date of Pre Bid Meeting	Due Date & time for submission of Bid
PUMP-CENTRIFUGAL. HORIZONTAL (SPECIAL PURPOSE PROCESS)	From: 02.08.2011	At 1100 hours (IST) on 16.08.2011 at EIL, New Delhi	Up to 1200 hrs (IST) on 02.09.2011
Cost of Bidding Document : For Indian Bidder: INR 5,000/- For Foreign Bidder: US \$ 110 or INR 5,000/-			

For detailed IFB along with qualification criteria and bidding document, visit EIL's website <http://www.engineersindia.com> or ISPRL's website <http://www.isprlindia.com> and Government website <https://tenders.gov.in> .
Contact Person: AGM (C&P), Engineers India Limited, New Delhi; Fax: 00-91-11-26191714, 26167664.
Telephone: 00-91-11-26762071 / 26762070 E-mail: r.choudhary@eil.co.in;
mukesh.sinha@eil.co.in;

**ASST. GENERAL MANAGER (C&P)
ENGINEERS INDIA LIMITED – NEW DELHI**

ISPRL

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE & PADUR**

**BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-
5010/1002**

**BIDDING DOCUMENT FOR HORIZONTAL
CENTRIFUGAL PUMP (SPECIAL PURPOSE
PROCESS)**

**PROCUREMENT UNDER INTERNATIONAL
COMPETITIVE BIDDING**

**COMMERCIAL
VOL.: I**

Prepared & Issued

**इंजीनियर्स
इंडिया लिमिटेड**  **ENGINEERS
INDIA LIMITED**
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

by:
Regd. Office : Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi - 110066

**CRUDE OIL STRATEGIC STORAGE PROJECT
AT MANGALORE & PADUR**

SECTION I

INVITATION FOR BID (IFB)



**INVITATION FOR BIDS (IFB) UNDER INTERNATIONAL COMPETITIVE BIDDING
BASIS
FOR HORIZONTAL CENTRIFUGAL PUMP (SPECIAL PURPOSE PROCESS)
FOR STRATEGIC STORAGE OF CRUDE OIL PROJECT OF M/S ISPRL AT
PADUR,
KARNATAKA, INDIA
(BID DOCUMENT NO.: MS / 6979-004-PA-MR-5010/1002)**

M/s Indian Strategic Petroleum Reserves Limited (ISPRL), Padur, Karnataka invites bids on International Competitive Bidding basis for Horizontal Centrifugal Pump (Special Purpose Process) for Strategic Storage of Crude Oil Project under single stage two envelope system from competent suppliers meeting the Bidder's Qualification Criteria as detailed herein.

1.0 Brief Project Details

M/s ISPRL, a Special Purpose Vehicle of Ministry of Petroleum & Natural Gas has appointed EIL as PMC for executing the work of Underground Rock Cavern at Mangalore. Crude Oil Booster Pumps are being installed at Mangalore Top Side to evacuate crude from Cavern to Mangalore Refinery/SPM/Padur through a pipeline which is going to be executed on EPCC basis through a contractor. Subject booster pumps are being procured separately & will be

issued as free issue material to the pipeline contractor for installation, erection & commissioning.

2.0 Salient Features Of Bid Document

2.1.1	Type of Enquiry	On International Competitive Bidding basis.
2.1.2	Bid Document No.	MS / 6979-004-PA-MR-5010/1002 (To be referred in all future correspondence)
2.1.3	Earnest Money Deposit / Bid Security	Indian Bidders : Rs.16.25 Lakhs Foreign Bidders: USD 36 Thousand
2.1.4	Delivery from Fax of Acceptance	<u>Indian bidders</u> Within 13 months on FOB Port of shipment basis from date of Fax of Acceptance. Date of Bill of Lading shall be the date of delivery <u>Foreign bidders</u> Within 14 months on FOT dispatch point basis from date of Fax of Acceptance. Date of LR/ GR shall be the date of delivery.
2.1.5	Bidding Document on Website / Sale of Bidding Document	From 02.08.2011 to 02.09.2011 at 1200 hrs(IST)
2.1.6	a) Pre-Bid Meeting (Time & Date)	at 1100 hrs.(IST) on 16.08.2011

	b) Venue	Engineers India Limited 1, Bhikaiji Cama Place R.K. Puram, New Delhi- 110066
2.1.7	Last date and time for submission of bids	upto 1200 hrs.(IST) on 02.09.2011
2.1.8	Date and time of opening of Un-priced Bids at EIL office.	At 1400 hrs.(IST) on 02.09.2011
2.1.9	Bid Document Fee (non refundable)	Rs. 5,000/- for Indian Bidders US\$ 110 for Foreign Bidders. The offer sent without Payment of requisite Bid Document Fee will be ignored straightway. (Indian representative of Foreign Bidder are permitted to Purchase bidding document in Indian Rupees, subject to furnishing the bidding document fee in US dollar along with the bid.(on receipt of the bidding document fee in US Dollar, the bidding document fee already paid in Indian Rupees shall be refunded)
2.1.10	Contact Person	Mrs. Rekha Choudhary, Sr. Manager(C&P) Mr. Mukesh Sinha, AGM (C&P)/ Tel. No. 00911126762071, 2070 Fax No.: 00 91 11 26191714 / 26167664 E-mail:r.choudhary@eil.co.in /mukesh.sinha@eil.co.in

Note: If any of the dates identified above happen to be a declared holiday in EIL/ISPR New Delhi, the next working day shall be considered.

3.0 SCOPE OF WORK:

Bidder's scope of supply shall include design, engineering, manufacture, procurement of material and bought out components, assembly at shop, inspection, testing, packaging, delivery, supervision of erection and commissioning of pumps complete with electric motor driver, unit control panel, necessary instrumentation, Auxiliary packages, controls, Mandatory spares, Commissioning spares, Special tools and tackles & documentation for **3 nos. Motor Driven Centrifugal Pumps (2 working + 1 standby)** which are to be installed at top side of Mangalore Cavern for pumping crude oil to Mangalore Refinery, SPM/PADUR Cavern via Intermediate Valve Station.

Broad Operating Parameters of Crude Oil booster pumps are as indicated below:

Sr. No.	Operating Parameters	Booster Pump
1.	Liquid handled	Crude oil
2.	Rated Flow Rate (M ³ /hr)	2240*1.1
3.	Suction Pressure (kg/cm ² g)	2.2-6.0
4.	Discharge Pressure (kg/cm ² g)	17.5-21.3
5.	Differential Pressure (kg/cm ²)	15.3
5.	Differential Head (m)	183
6.	Specific Gr.	0.845-0.893
7.	Pumping Temperature (°C)	25-30
8.	NPSHA (m)	20

4.0 BIDDER / EQUIPMENT QUALIFICATION CRITERIA:

4.1 Bidder Qualification Criteria:

- (i) The Bidder shall be the manufacturer of the offered centrifugal pump conforming to API standard 610.
- (ii) Bidder shall be the single responsibility vendor for the complete pump package.

- (iii) The bidder shall have, in the last fifteen years, designed, engineered, manufactured, packaged, tested and supplied at least TWO pump packages identical or validly similar to the offered packages, in terms of Construction (Axially or Radially Split), Size of Pumps (Flow, Head & Power) and Type of Lubrication & Sealing System and Type of Drive from the proposed shop. These packages shall have been commissioned and as a minimum ONE of these packages shall have successfully completed 8000 hours of trouble free operation at site as on the bid due date.

4.2 Equipment Qualification Criteria (EQC):

Centrifugal pumps shall meet the requirements of equipment qualification Criteria as specified below:

4.2.1 Equipment Qualification Criteria for Centrifugal Pumps

- (i) Offered pump model shall conform to API 610 8th Edn. and other applicable specifications forming part of the Material Requisition.
- (ii) Pump model offered shall be from the existing pump model series in the regular manufacturing range of the vendor. The mechanical as well as the hydraulic performance (including NPSHR) for the complete range of operation of the offered model shall have been established in the shop test.
- (iii) The proposed centrifugal pump model shall meet the following minimum service & manufacturing experience requirements specified below:

Past Two references (i.e. Two units) of the offered pump model as designed, manufactured, tested and supplied from the proposed manufacturing plant in the last fifteen years shall be identical or validly similar to the present case in terms of Power Rating, Hydraulic Performance (including NPSHR), Inlet flow, Differential Head, Operating Pressure & Temperature, Pumping Liquid, Speed, Number & Type of Impellers, Mechanical Design, Materials, Bearing span, etc. These units shall have been commissioned and at least ONE of these units shall have successfully completed 8000 hours of trouble free operation at site as on the bid due date.

4.2.2 PROVEN TRACK RECORD (PTR)

Bidder shall complete the Experience Record Performa enclosed with the bid document to amply prove that bidder and the offered Centrifugal Pumps meet the Bidder Qualification Criteria (BQC) and Equipment Qualification Criteria (EQC) respectively for technical acceptance. In addition, manufacturer's catalogue and general reference list for Centrifugal Pump shall also be furnished along with the proposal.

4.3 QUALIFICATION CRITERIA (FINANCIAL)

4.3.1 Turnover

The Minimum Annual turnover of Bidder as per audited financial results in atleast one of the three preceding financial years up to the due date for submission of bids shall be as under:

Foreign Bidders: USD 2.55 Million

Indian Bidders: 11.45 Crores

- 4.1.3 The Net worth of the bidder as per latest audited financial results shall be positive.

4.4 Documentation

Bidder shall furnish documentary evidence along with the bid, to establish the above qualification criteria, such as purchase order/work order, inspection release note/ completion certificates of relevant previous supplies. Financial Statements including audited Profit and Loss Account, Balance Sheets etc. for the three preceding financial years upto the due date of submission of Bids.

In case of foreign Bidder all supporting documents, pertaining to qualification criteria submitted as evidence shall be certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder's country. However, for member countries of Hague convention 1961, supporting documents pertaining to pre-qualification criteria certified by 'Apostle' of bidder's country shall also be acceptable.

ISPRL/ EIL reserve the right to use in-house data for qualification of bidders.

- 5.0 Evaluation for bids shall be carried out as specified in the Document.
- 6.0 Bidder submitting their bid shall not be under liquidation, court receivership or similar proceeding.
- 7.0 Non-transferable Document can be purchased by the bidder from Cashier, Engineers India Limited, EI Annexe, UG Floor, 1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066 (India) on any working day (Monday to Friday except Holidays) between **1400 Hrs. to 1600 Hrs. from 02.08.2011 to 02.09.2011** on payment of non-refundable Document cost through a crossed demand draft drawn in favour of "Indian Strategic Petroleum Reserves Limited" payable at New Delhi. Agencies are required to collect the Document personally or through their authorized representatives. Request for sending the Document by post, courier or any other mode shall not be entertained. Authorized representatives of foreign agencies can also purchase the Document on payment in Indian Rupees or in Foreign currency (US\$) on behalf of their principals. Document can be down loaded also from the web site of ISPRL (<http://www.isprlindia.com>) or EIL (<http://www.engineersindia.com>). Small scale units registered with NSIC and Central Govt. Public Sector Undertaking will be issued Document free of cost. Agencies who have downloaded the Document from the ISPRL/EIL web site are required to pay the Document cost by Demand Draft/Banker's cheque alongwith the Bid (Bid without the cost of Document shall not be entertained).
- 8.0 Bids duly filled with all information and supporting documents shall be submitted in the office of the undersigned as per date & time given under clause 2.1 above. Bidders should ensure submission of complete information/ documentation in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information.
- 9.0 ISPRL/EIL reserves the right to carry out capability assessment of the Bidder including referral to in-house information.
- 10.0 Bids shall be opened at the scheduled time given under sub clause 2.1, above in the presence of attending representative of bidders in EIL office at New Delhi.
- 11.0 Bids not received by the due date and time shall be rejected.
- 12.0 Issuance of Document and/or submission of Bids shall not be presumed as pre-qualification or entitle the agencies to participate in the main bidding process.
- 13.0 ISPRL/EIL will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or delivery of Bids participating in discussions etc. including costs and expenses related with visits to the site.
- 14.0 ISPRL/ EIL shall allow purchase preference to Indian Central Government Public Sector Undertaking/ Enterprises as admissible under the existing policies of Government of India.
- 15.0 Telex/ Tele-fax/ Telegraphic/E-mail bids shall not be accepted. ISPRL/EIL takes no responsibility for delay, loss or non-receipt of bid sent by post/Courier.
- 16.0 Bids submitted by consortium shall not be acceptable.

- 17.0** ISPRL/EIL reserves the right to reject any or all Bids at their sole discretion without assigning any reason whatsoever.
- 18.0** Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- 19.0** Contact Details are as follows:
Telefax No. : 91-11-26191714/26167664
Telephone No. : 91-11-26762071/ 26762070
E-Mail : r.choudhary@eil.co.in

ASST. GENERAL MANAGER (C & P)
ENGINEERS INDIA LTD., NEW DELHI

**CRUDE OIL STRATEGIC STORAGE
PROJECT AT MANGALORE & PADUR
SECTION II
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INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

- 1.1. The Employer/Purchaser/Owner/ISPRL as defined in the General Conditions of Purchase, hereinafter "the Employer" wishes to receive bids as described in the Bidding Documents.
- 1.2. SCOPE OF BID: The scope of work shall be as defined in the bidding document.
- 1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in special conditions of contract.
- 1.4. Throughout this bidding documents, the term "bid" and "tender" and their derivatives ("bidder/ tenderer", "Bid/tendered/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 Documents Establishing Bidder's Qualification
 - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting qualification criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the contract if his bid is accepted.
 - 2.1.4 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the OWNER'S/CONSULTANT'S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
- 2.2 The invitation of bid is open to any bidder.
- 2.3 A bidder shall not be affiliated with a firm or entity:
 - (i.) that has provided consulting services related to the work to the EMPLOYER during the preparatory stages of the works or of the project of which the works form a part, or
 - (ii.) that has been hired by the Employer as engineer/consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or fraudulent practices as defined in ITB clause no. 44.
- 2.5 The bidder is not put on holiday/ blacklisted by ISPRL or Project Management Consultant (PMC) of ISPRL or black listed by any Government Department/ Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
- 2.6 A job executed by a bidder for its own plant/projects can not be considered as experience for the purpose of meeting requirement of BEC of the tender.

However, jobs executed for Subsidiary/ Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

3. ONE BID PER BIDDER

- 3.1. A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

- 3.2. Alternative bids are not acceptable. Bidder can quote for various options as described in the MR subject to the conditions laid down in IFB.
- 3.3. Bid submitted by Consortium is not allowed.

4. COST OF BIDDING

- 4.1. The bidder shall bear all costs associated with the preparation and submission of the bid, and EMPLOYER (ISPRL) / CONSULTANT (EIL), will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the site or / locations of warehouse and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.
- 5.2. The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1. The Bid Documents hosted on ISPRL and EIL Websites are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

Volume I : Commercial

Volume II : Technical-Material Requisition (MR).

- 6.2. The bidder is expected to examine IFB, bidding guidelines, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BIDDING DOCUMENTS

- 7.1. A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail/fax/post at Consultant's mailing address indicated in the Bid Document (Engineers India Ltd., Engineers India Bhawan, 1 Bhikaiji Cama Place, New Delhi - 110066, India. Fax No. 0091 11 26167664 / 26191714) as specified under 'Salient Features of Bid Document' of IFB.

All question/ queries should be referred to Consultant at least 04 (four) days before scheduled date of pre-bid meeting.

8. AMENDMENT OF BIDDING DOCUMENT

- 8.1. At any time prior to the deadline for submission of bids, the Employer/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2. Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on the ISPRL websites <http://www.isprlindia.com>, EIL website <http://www.indianprocessplants.com> and Govt.'s Web site <https://tenders.gov.in> . All the prospective bidders who have downloaded the bid document shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.
- 8.3. The Employer/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1. The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Employer/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 9.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BID

- 10.1. The bid prepared by the bidder shall comprise the following:
- 10.2. **Envelope- I: Superscribing Techno-Commercial Un-price Bid (PART-I), in physical form**
 - 10.2.1 Part - I: Techno-commercial/Un-priced Bid and shall contain the following duly signed on each page.
 - a. Covering letter.
 - b. Bidder's General Details/information as per format F-1.
 - c. Power of Attorney in original physical form in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
 - d. Bid Form as per format F-2.
 - e. Documents as required in F-3.
 - f. Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item along with other details like rate of taxes and duties etc. considered.
 - g. Bid security/EMD in accordance with Clause 14 of "ITB" shall be furnished in Original in physical form either in the form of Banker's Cheque/Bank Draft payable to ISPRL at NOIDA or Bank Guarantee as per format F-4.

- h. Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- i. Confirmation of no deviation as per Format F-6.
- j. Certificate as per Format F-7 for confirming the Government of India is not party of Agreement.
- k. Details of similar work done during past seven years as per Form F-8.
- l. Concurrent commitments as per form F-9 and shall give manufacturing and execution plan for the pumps being offered by the bidder considering the concurrent commitments.
- m. All necessary documents to establish the qualification as per IFB.
- n. Certificate of Non-Involvement of Agent as per Format F-11, if no Agent / Consultant / retainer / Associate is involved.
- o. Proforma for details of Indian Agents as per Format F-12 if Agent/Consultant/Retainer/ Associate is involved.
- p. Deleted
- q. Deleted
- r. Check list duly filled in as per Format F-13
- s. Deleted
- t. Any other information/ details required as per Bidding Documents.

Note: All pages of the bid are to be signed and sealed by authorised person of the bidder.

10.3. Envelope-II: Superscribing "Price Bid - Not to be Opened with Techno-Commercial Unpriced Bid"- (PART-II), in physical form.

10.3.1. Part – II : Price Bid

10.3.1.1. Part - II shall contain original Schedule of Prices duly filled in, signed and stamped on each page.

10.4. Envelope III; Superscribing "Bid Security"- PART-III, in physical form.

10.4.1. Part-III: Bid Security in original physical form.

10.4.1.1. Part-III shall contain one original and five copies of Bid security in separate sealed envelopes.

10.5. Envelope IV; Superscribing "Bidding Document Fee"- PART-IV, in physical form.

10.5.1 Part-IV : Bidding Document Fee.

10.5.1.1 Part-IV shall contain original Bidding Document Fee as explained in the IFB.

10.6. Envelope V: Superscribing "Power of Attorney & Integrity Pact" Part-V, in Physical Form

10.6.1 Part-V shall contain Power of Attorney & Integrity Pact as explained in cl. 10.2.1 (c)

11 BID PRICES

11.1. The bidder shall quote Bid Prices on the appropriate format for "Price Schedule" enclosed as part of Bidding Document.

11.2. Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will not be subject to any variation, except statutory

variation pursuant to relevant provisions in clause 11.6.10 & 11.6.11 of ITB. Statutory variation on a/c of Customs Duty Will be allowed only on non cenvatable portion.

- 11.3. Within the contractual delivery period, if any new taxes and or duties come into force from the Central / State Government Authority, the same will be reimbursed against documentary evidence to Bidder.
- 11.4. The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCP, SCP or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 11.5. Merit rate of Customs Duty shall be considered for imports made for this Project The Bidder is required to import raw materials and components etc., Accordingly Bidder shall ascertain the applicable rate of customs duty and shall be solely responsible towards applicability and correctness of such rates. The evaluation and ordering shall be carried out based on the rates of customs duty considered by the bidder. However, in case of wrong classification, no variation including statutory variation of Customs Duty will be payable extra. The bidder(s) must indicate quantity, CIF value & rate of custom duty considered in the Price Schedule.
- 11.5.1.
 - a) The Employer will not issue any concessional form for CST/ LST/VAT.
 - b) Bidders are required to provide CENVATABLE invoices with respect to Excise Duty, VAT and Service Tax, which shall be raised as per the details provided in detailed Order/ Letter of Acceptance.

11.6 Indian Bidders shall provide the following details:

- 11.6.1 Unit and total price on FOT dispatch point basis including packing, forwarding (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection testing) but excluding applicable taxes and duties on finished goods.
- 11.6.2 Unit & Total Freight charges for inland transportation excluding Octroi / Entry tax (if applicable) Octroi / Entry Tax, if applicable, shall be reimbursed at actual by ISPRL on documentary evidence.
- 11.6.3 Excise Duty and CST/Sales Tax/VAT (rates and amount) without concessional form for CST/VAT which will be payable on the finished goods, if this contract is awarded. The statutory variation in Excise duty and Sales tax / VAT and Service Tax, if applicable, on finished goods, within the contractual delivery period shall be to Employer's account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account. Any decrease in the rate of taxes & duties shall be passed on to the Employer.
- 11.6.4 Per Diem rate for Supervision during Erection, Testing and Commissioning, as applicable. The prices to be furnished in Price schedule Format as per Terms and Conditions specified in the format in addition to requirements of MR.
- 11.6.5 Indian Bidders to note that the materials if ordered against this Bidding Document are required to be dispatched on door delivery basis through a reliable bank approved Road Transport company unless the transport company is named by Owner.

- 11.7 **Foreign Bidders shall indicate the following as per Price Schedule:**
- 11.7.1 Bidders shall submit their unit & total prices on FOB - International Port of Shipment, CFR - Mangalore Port basis as detailed out in the Price Schedule.
- 11.7.2 The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the Employer's right to contract on different terms.
- 11.7.3 Employer reserves the right to place the order on any of the above specified price basis. In case of award, initially the purchase order (PO) shall be placed on FOB basis and ISPRL reserves the right to convert the same to CFR basis within 45 days from placement of order. Therefore, the CFR prices should be valid for additional 45 days from the date of PO.
- 11.7.4 Prices quoted shall be inclusive of all applicable taxes and duties, packing & forwarding, stowing, etc. applicable upto FOB - International Port of shipment.
- 11.8 Road permit(s), if applicable in any State, shall be provided by ISPRL
- 12 BID CURRENCY:**
- 12.1 Indian bidders may submit bid in Indian Rupees and will receive payment only in Indian Rupees.
- 12.2 Foreign bidders may submit bid in the home currency of bidder's country or in US\$/EURO.
- 12.3 A foreign bidder expecting to incur a portion of his expenditure in the performance of Contract in Indian Rupees. In such a case, the bid shall be expressed currencies with the respective amounts in each currency together making up the total price shall separately indicate the position of supply and / or work to be performed in India and shall quote for the same in Indian Rupees separately.
- 12.4 Currency once quoted will not be allowed to be changed. Employer shall not be compensating for any exchange rate fluctuation.
- 13 PERIOD OF VALIDITY OF BIDS**
- 13.1 The bid shall remain valid for acceptance for Three (4) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e- mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.
- 14 BID SECURITY**
- 14.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.
- 14.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.
- 14.3 The bid security in US Dollars for foreign bidders and in INR for Indian bidders shall be in the form of Demand Draft / Banker's Cheque in favour of ISPRL, payable at Noida or in the form of an irrevocable Bank Guarantee in favour of ISPRL as per format enclosed at F-4 (issued by any Indian Scheduled bank or a branch of an International

Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank in case of Indian bidders and from any reputed **international** bank or Indian Scheduled Bank in case of Foreign bidders).

ISPRL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and **a declaration to** this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13 of ITB.

- 14.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be rejected by ISPRL as non-responsive.
- 14.5 Unsuccessful bidders' bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by ISPRL pursuant to clause 13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 37 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 42 of ITB.

The bid security may be forfeited:

- 14.7.1 If a bidder withdraws its bid during the period of Bid validity.
 - 14.7.2 If a bidder, on his own, modifies its bid during the period of Bid validity.
 - 14.7.3 In case of a successful bidder, if the bidder fails:
 - i) to accept the award in accordance with clause 37 of ITB. OR
 - ii) to accept the arithmetic corrections pursuant to clause 31 of ITB. OR
 - iii) to furnish the performance guarantee in accordance with Clause 42 of ITB .
- 14.8 Bid security should be in favour of ISPRL, Noida and addressed to ISPRL. Bid security must indicate the bidding document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the form provided at Attachment I of Section-II. No Bidder shall be exempted from submission of Bid Security, on any ground, whatsoever. Bids received without bid security shall not be opened.

15 PRE-BID MEETING

- 15.1 The bidder (s) or his designated representative, who have downloaded the bidding document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at EIL, New Delhi.
- 15.2 The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.
- 15.3 The bidder is requested, as far as possible, to submit any queries by courier or by fax to reach Consultant's office not later than 4 days before the meeting. It may not be practical at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.
- 15.4 The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the questions) to all the purchasers of the bidding document. Any modifications of the bidding document listed in clause 6.1 of ITB that may become

necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to 8 of ITB and not through the minutes of the pre-bid meeting

15.5 Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

16 FORMAT AND SIGNING OF BID

16.1 The bidder shall submit bid as per Clause 1.0 of IFB in Physical form.

16.2 The bid shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.

16.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

17 ZERO DEVIATION:

17.1 Bidder to note that this is a ZERO Deviation Bidding Document. Employer/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.

17.2 Notwithstanding the above, bids with deviation(s) to the following bid conditions shall be summarily rejected without any post bid reference to the bidder:

17.2.1 Firm prices

17.2.2 Bid Security

17.2.3 Scope of supply & work

17.2.4 Price schedule

17.2.5 Delivery / Completion Schedule.

17.2.6 Period of validity of bid

17.2.7 Price Reduction Schedule (PRS).

17.2.8 Performance Bank Guarantee (PBG) / Security Deposit / Proforma of PBG

17.2.9 Guarantee Period

17.2.10 Defects Liability Period / Guarantee Period

17.2.11 Arbitration / Resolution of dispute

17.2.12 Force Majeure.

17.2.13 Applicable laws

17.2.14 Cancellation & Termination clause

17.2.15 Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18 E-PAYMENTS

18.1 ISPRL has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should have an account with Corporation Bank so that the payment through e-banking be made to the bidder, in case work is awarded to him. The bidder should give their account number and other details in above banks to facilitate payment through E-banking. In case contractors

and vendors do not have their account in this bank, payments to such contractors and vendors can be made through NEFT/RTGS/Bankers cheque or Demand Draft.

19 AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES

19.1 ISPRL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/ Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.

19.2 In the event bidder is having Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to ISPRL. Such remuneration/commission will be paid by ISPRL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of ISPRL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.(to be furnished in Form-F-12)
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.
- (iv) Permanent income tax account number of foreign supplier.
- (v) All services to be rendered by the Agent/ Consultant/ Representative / Retainer/Associate.

Note: Bids which do not comply with the above stipulations are liable to be ignored.

19.3 Overseas bidder should send bids directly. Bids sent through Agent/ Consultant /Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/ Consultant/

Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to ISPRL in advanced for scrutiny and acceptance or otherwise.

SUBMISSION OF BIDS

20 MARKING OF BIDS

20.1 Bid shall be submitted in the following manner in separate envelopes duly super scribed as below:

Part-I - Techno-commercial / un-priced bid

Part-II – Priced Bids

Part-III - Original Bid security in physical form.

Part-IV - Bidding Documents Fee as explained in IFB.

Part-V- Power of Attorney

Techno Commercial Un-priced Bid: (Part I) Original Bid of Techno-commercial Un-priced Bid shall be superscribed "Techno-Commercial Un-Priced Bid for Strategic Storage of Crude Oil Project "Original" and "5 copies".

20.2 Price Bid: (Part II) Original Price Bid shall be superscribed "Price Bid for Strategic Storage of Crude Oil Project "Original" + 1 Copy."Not to Open along with Techno - Commercial Un-Priced Bid".

20.3 Bid Security: (Part III) in physical form : Original of bid security and five copies of the same shall be sealed in envelope clearly super scribing "Bid Security for Strategic Storage of Crude Oil Project "Original" and "(5) five Copies" .

20.4 Bid Document Fee (Part-IV) in physical form: Original of Bidding Document Fee as explained in IFB shall be sealed in an envelope clearly super-scribing "Bidding Document Fee" for Strategic Storage of Crude Oil Project.

20.5.1 Deleted

20.5.2 Power of Attorney (Part V) in Physical Form:

Original copy of Power of Attorney

20.5 All envelopes containing Techno-Commercial un-priced Bids, Price Bids and Bid security shall have bidding Document Number and shall be addressed to address mentioned below.

20.6 Bids must be received EIL through courier in physical form must be received by EIL at the following address:

The Asst. General Manager (C&P)

Engineers India Limited

EI Annexe, 2nd Floor

Bhikaiji Cama Place

New Delhi – 110066, India

20.8 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

20.9 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

21 DEADLINE FOR SUBMISSION OF BID

- 21.1 The Physical documents as specified against. S. No. 2.of RFQ covering letter and S. No. 20 of ITB must be received by the EIL at the address as specified in clause 20.7, not later than the time and period as given in the clause of 2.1.6 of IFB.
- 21.2 The Employer/Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail/fax or any written communication to all prospective bidders who have downloaded the bidding document extend the deadline for the submission of bids in which case all rights and obligations of the Employer/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

22 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 22.1 Bids received after the deadline for submission of bid prescribed by the Consultant pursuant to clause 21 of ITB, Late bids, shall not be considered for opening and evaluation.
- 22.2 Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bidding document will not be considered for opening / evaluation / award and will be returned to such bidders.

23 MODIFICATION AND WITHDRAWAL OF BIDS

- 23.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission only.
- 23.2 Deleted**
- 23.3 No bid shall be modified by the bidder, on his own, after the deadline for submission of bid. Modification of a bid in such a manner shall result in the forfeiture of bidder's bid security, pursuant to clause 14.7 of ITB.
- 23.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's bid security, pursuant to clause 14.7 of ITB.

BID OPENING AND EVALUATION

24 BID OPENING

- 24.1 Un-Priced Techno - Commercial bid opening:
- 24.2 The Employer/Consultant will open, in the presence of bidders' designated representatives, Envelopes Part-IV, Part-V first and later Part-III and after establishing the bidders' fulfillment as per Part-IV, Part-V and Part III only, the unpriced bid Part-I will be opened, at date & time as stipulated in IFB. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 Deleted.**
- 24.4 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

25 PROCESS TO BE CONFIDENTIAL

- 25.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Employer/Consultant in any manner in respect of bid evaluation

or award will result in the rejection of that bid.

26 CONTACTING THE EMPLOYER/CONSULTANT

26.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Employer for any matter relating to the bid it should do so in writing.

26.2 Any effort by a bidder to influence the Employer/Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.

27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

27.1 Techno-Commercial Bid Evaluation.

27.2 The Employer/Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.3 Prior to the detailed evaluation, the Employer/Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.

27.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

27.5 The Employer/Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer/Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

27.6 The Employer/Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer/Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

(a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/specifications defined in the bidding document, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the Employer/Consultant deems necessary or prudent to be taken into consideration.

27.7 Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

28 DELETED

29 DELETED

30 PRICE BID OPENING

30.1 The Employer/Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

30.2 The Employer/Consultant will open price bids of all bidders notified to attend price

bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

- 30.3 The bidder's name, prices, and such other details as the Employer/Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

31 ARITHMETIC CORRECTIONS

- 31.1 The bids will be checked for any arithmetic errors as follows.
- 31.2 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 31.3 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.
- 31.4 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

32 CONVERSION TO SINGLE CURRENCY

- 32.1 To facilitate evaluation and comparison, the Employer/Consultant will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bills Selling exchange rate published by the State Bank of India one day prior to the price bid opening date.

33.0 EVALUATION METHODOLOGY & COMPARISON OF BIDS:

- 33.1 The OWNER/CONSULTANT will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause-27 of ITB.

33.2 Evaluation and Comparison of Bid:

The lowest evaluated bid shall be considered for award of order on the basis of lumpsum landed cost at site including Supply and Services. The evaluated price shall be calculated based on the prices quoted by the bidder as per the break-up of prices required in the price schedule to arrive at the total Lump-sum price of the scope of supply and work defined in the bidding document considering the following:

33.2.1 Indian Bidder:

- Bids shall be evaluated on the basis of landed cost at site considering Third Party inspection, wherever applicable, transportation, all duties, taxes and duties including Excise Duty, Service Tax, Cenvatable Education Cess, CST / VAT.
- Cost of mandatory spares identified in the Material Requisition, Commissioning Spares and special tools & tackles will be considered for evaluation of bids, but costs of Spares for two years operation shall not be considered for evaluation.
- Per diem Rate for Supervision of Erection, Testing and Commissioning inline with MR requirement for evaluation.
- Technical loading, if any, shall be considered for evaluation of bids.

33.2.2 Foreign Bidder:

- Bids shall be evaluated on the basis of landed cost at site considering the FOB prices including third party inspection charges, wherever applicable, firm sea freight and inland transportation within India quoted by the bidder.

- Cost of mandatory spares identified in the Material Requisition, Commissioning Spares and special tools & tackles will be considered for evaluation of bids, but costs of Spares for two years operation shall not be considered for evaluation.
- Plus marine insurance @ 1% of FOB price.
- As on the Bid due date, the Prevailing Merit rate of Customs duty (CD + CVD & Ed. Cess + Ed. Cess + SAD) on (CIF Value + Landing charges @ 1% of CIF value).
- Per diem Rate for Supervision of Erection, Testing and Commissioning inline with MR requirement for evaluation.
- Technical loading, if any, shall be considered for evaluation of bids.
- Comparison of bids shall be carried out on equivalent Indian Rupees basis considering Bills Selling rates of Foreign Exchange as available from State Bank of India one day prior to the date of priced opening.

Note: In case of Foreign bidder offering supply / services sourced within India, these shall be added for evaluation on case to case basis as applicable, to arrive at landed cost at site including Taxes, Duties and Transportation to Project site for such items.

34. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER:

34.1 The unit prices quoted in the price bid shall be considered for evaluation and no Cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.

35. **DELETED.**

36. DEEMED EXPORT BENEFIT

36.1 Deemed export benefits are not applicable and Indian Bidder should furnish prices without considering these benefits.

AWARD OF CONTRACT

37. AWARD OF WORK.

37.1 The Employer/ Consultant will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on least cost basis to Employer and is determined to be qualified to satisfactorily perform the Contract.

38. QUANTITY VARIATION:

38.1 The Employer/Consultant reserves the right to vary the quantity as stipulated in the Material Requisition.

38.2 In addition to above the Employer/ Consultant also reserve the right to delete the requirement of any one or more items of MR without assigning any reason.

39. EMPLOYER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

39.1 The Employer/Consultant 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 the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Employer /Consultant's action.

40. **NOTIFICATION OF AWARD**

40.1 Prior to the expiration of period of bid validity ISPRL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.

40.2 The Progressive Delivery / Completion period shall commence from the date of notification of award / Fax of Acceptance (FOA).

40.3 The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 4 of ITB.

41. **Deleted**

42. **PERFORMANCE GUARANTEE**

42.1 Pursuant to clause no. 26 of GCP (Indigenous) & clause no. 27 of GCP (Import) bidder will provide Performance Guarantee of appropriate value within 15 days of receipt of FOA from the Employer. The Performance Guarantee shall be in the form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank in case of Indian bidders as well as Foreign Bidders).

ISPRL shall not be liable to pay any bank charges, commission or interest on the same.

However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a **declaration to** this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

42.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to clause no. 24 of GCP (Indigenous) & clause no. 25 of GCP (Import).

42.3 SSI units registered with NSIC under its single point registration scheme will be exempted from submission of Contract Performance Guarantee to the monetary limit for which the unit is registered.

43. **REPEAT ORDER**

43.1 Repeat order on same Terms & Conditions shall be valid upto 6 months from date of issue of Fax of Acceptance.

44. **CORRUPT AND FRAUDULENT PRACTICES**

44.1 The Employer requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and

ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- 44.2 The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- 44.3 The Employer will declare a firm ineligible for a period pursuant to clause no. 24 of GCP (Indigenous) & clause no. 25 of GCP (Import).
- 44.3 The bidder(s) are required to execute the "**Integrity Pact**" attached in the Bidding Document as Attachment-IV. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

45. **WAIVER OR TRANSFER OF THE AGREEMENT**

- 45.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Employer.

46. **ORDER OF PRECEDENCE**

The Articles contained in this Section shall supplement the Special Conditions of Purchase, General Conditions of Purchase (Indigenous) & (Import). Where any portion of Special Conditions of Purchase, General Conditions of Purchase (Indigenous) & (Import) is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract, General Conditions of Purchase (Indigenous) & (Import) only to the extent that such repugnancies or variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Purchase, General Conditions of Purchase (Indigenous) & (Import).

47. **EMPLOYMENT VISA FOR FOREIGN NATIONALS**

All foreign nationals coming to India for execution of Projects/Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- i) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc., in India or contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.,
- ii) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy / High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

48. **SUBMISSION OF FALSE/ FORGED DOCUMENTS**

- A) Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of

evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture, of Earnest Money Deposit.

- B) In case, the formation/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, ISPRL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contract without any prejudice to other rights available to ISPRL under the contract such as forfeiture of CPBG/Security/Deposit, withholding of payment etc.
- C) In case this issue of submission of false document comes to the notice after executing of work, ISPRL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- D) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of ISPRL debaring them from future business with ISPRL.

49. PAN No. For Foreign Bidders: Bidders whose receipts are subject to tax deduction at source shall furnish PAN no. If Bidder does not furnish PAN no. , the Owner will deduct tax at source at higher of the following rates:

- a) Withholding tax as applicable under the Income Tax Act;
- b) At the rate of 20%

CRUDE OIL STRATEGIC STORAGE PROJECT

AT MANGALORE & PADUR

ATTACHMENT I

FORM AND FORMATS

1-13 Type of Material Supplies:

1-14 Banker's Name :

1-15 Branch :

1-16 Branch Code :

1-17 Bank account number:

ONLY FOR INDIAN BIDDERS

1-18 Excise Registration number:

1-19 Excise Range :

1-20 Excise Division:

1-21 Excise Collectorate:

1-22 Local ST No. :

1-23 CST No. :

1-24 PAN No. :

1-25 Whether SSI Registrant Or not

1-26 Service Tax Registration No.

(SIGNATURE OF BIDDER WITH SEAL)

Annexure 1 to Form F-1 : MANDATE FORM

1. Bidder Name :
2. Bidder Code: :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
 - a. Name of the Bank :
 - b. Name of the Branch and Address of the Branch :
 - c. Branch Code :
 - d. 9 – Digit MICR code Number of the Bank & Branch
(As appearing in the MICR Cheque issued by the bank)
(Please do not give multicity cheque book code Number):
 - e. Type of account (Saving Bank, Current or Cash Credit) :
 - f. Account Number :
 - g. RGTS/ IFSC Code (11 digit) :
 - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/ we declare that the particulars given above are correct and complete and I/ we accord our consent for receiving all our payments through Electronic Mechanism.

Place :

Date :

(Signature and designation of the Authorised person(s) of Bidder)
Official seal of the Vendor

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

Signature of the Authorised Official of the Bank
Bank's Stamp

F-2

BID FORM

To
Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sir,

After examining/reviewing the Bidding Documents for supply of pump, including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job as per Scope of MR for the item in conformity with, the said Bidding Documents, including Addenda Nos. .

We confirm that this bid is valid for a period of Four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may receive.

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME: ADDRESS:

F-3

LIST OF ENCLOSURES

Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sir,

A. We are enclosing the following documents in Physical form as part of the bid:

1. Covering Letter
- 2 Bid Documents Fee
3. Bid Security
4. Power of Attorney of the signatory to the Bidding Document in physical form.
5. Unpriced Part of Techno- commercial offer

B. We are enclosing the following documents on line as part of the bid:

1. Documentary evidence required for meeting the stipulated capabilities criteria as per bidding document.
2. Organisation chart of the bidder and the structure assigned for execution of the work under this bid.
3. Methodology of execution of work
4. Execution schedule with interlinking of various activities in form of bar chart meeting the progressive delivery / completion schedule.
5. Copy of Bidding Documents along with addendum/corrigendum no. .. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents.
6. QA/QC Manuals for pump

(SEAL AND SIGNATURE OF BIDDER)

F-3A

Annual Turnover Each Bidder

must fill in this form

Annual Turnover data for the last 3 years:

Year	Currency	Amount
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER

F-3B

FINANCIAL SITUATION

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year
	Amount (Currency)
1. Current assets	
2. Current Liabilities (including secured and un-secured short term loans & working capital loans)	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

1. Attached are copies of the audited balance sheets in physical form including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - 1.1 All such documents reflect the financial situation of the bidder
 - 1.2 Historic financial statements must be audited by a certified chartered accountant.
 - 1.3 Historic financial statements must be complete, including all notes to the financial statements.
 - 1.4 Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER

F-4
**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/
BID SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref

Bank Guarantee No

Date

To

Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sir(s),

In accordance with Invitation for e-Bid under your reference No _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the said
e-bidding for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is
required to be submitted by the Bidder as a condition precedent for participation in the said e-
bidding which amount is liable to be forfeited on the happening of any contingencies mentioned in
the Bidding Document.

We, _____ the _____ Bank
at _____

having our Head Office _____
(Local Address) guarantee and undertake to pay immediately on demand without any recourse
to the bidder by ISPRL, the amount _____
without any reservation, protest, demur and recourse. Any such demand made by ISPRL, shall
be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
This guarantee shall be irrevocable and shall remain valid upto _____ [this date should
be 6 months after the date finally set out for closing of e-bidding]. If any further extension of this
guarantee is required, the same shall be extended to such required period on receiving
instructions from M _____ / _____ s
whose behalf this guarantee is issued. In witness whereof the Bank, through its authorised officer,
has set its hand and stamp on this _____ day of 200 _____ at _____.
WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. ___
Date:

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to Consultant.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence under intimation to Consultant.

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002
PROJECT : Crude Oil Strategic Storage Project at Mangalore & Padur

F-5
LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES

No. _____ Date: _____
Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sir,

We hereby authorize following representative(s) to attend pre-bid meeting, un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation _____ Signature _____
Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno -commercial un-priced and price bid opening.

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002
PROJECT : Crude Oil Strategic Storage Project at Mangalore & Padur

F-6

NO DEVIATION COFIRMATION

Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002
PROJECT : Crude Oil Strategic Storage Project at Mangalore & Padur

F-7 CERTIFICATE

Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents Fax of Acceptance is issued to us for supply of Pumps for one or more Warehouses the following certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorised to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Seal and Signature of Bidder

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002
 PROJECT : Crude Oil Strategic Storage Project at Mangalore & Padur

F-8

DETAILS OF SIMILAR WORK DONE DURING PAST TEN/SEVEN(ASPER BQC) YEARS

Sr. No	Description of the work	Location of the work	Full Postal Address and phone nos. of Client & Name of Officer-in-Charge	Value of Contract	Date of Commencement of Work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed. The Work completed earlier than seven years need not be indicated here The list of work, not of similar nature need not be indicated here Failing to comply aforementioned instructions may lead to rejection of bid.

SEAL AND SIGNATURE OF BIDDER

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002
PROJECT : Crude Oil Strategic Storage Project at Mangalore & Padur

F-9

PRESENT COMMITMENTS OF THE BIDDER

Sr. No.	Full Postal Address and phone nos. of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Comp. Period	% Age Comp. as on Date	Expected Date of Completion	Remarks
	-DELTETED-						

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER

F-10
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:

Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sirs,

M/s _____ have been
awarded the work of _____
for ISPRL, Noida.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of _____ (as full
Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract
Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full
responsibility to indemnify ISPRL., in case of default.

The said _____ has approached us and at their
request and in consideration of the premises we having our office at
_____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____
hereby undertake and agree with you that if default shall be made by
M/s _____ in performing any of the terms and conditions of
the tender or in payment of any money payable to ISPRL , we shall on demand pay without
any recourse to the contractor to you in such manner as you may direct the said amount
of _____ only or such portion thereof not exceeding the
said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights
conferred on you under the contract with the said
_____ and to enforce or to forbear from endorsing any
powers or rights or by reason of time being given to the said _____
which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of _____ (_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto_____. If any further extension of this guarantee is required, the same shall be extended to such required period on r e c e i v i n g i n s t r u c t i o n f r o m M / s . on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

Bank

By its Constituted Attorney

Signature of a person duly
authorised to sign on behalf of the
Bank.

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002
PROJECT : Crude Oil Strategic Storage Project at Mangalore & Padur

**F-11: CERTIFICATE OF NON-INVOLVEMENT OF
AGENT**

Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhavan
Plot No.2, Sector 73
Noida, Uttar Pradesh.
India

Dear Sir,

This is to certify that we have not engaged involve any Agent /Consultant/Retainer/Associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate is to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.

F-12: PROFORMA FOR DETAILS OF INDIAN AGENT

Indian Strategic Petroleum Reserves Ltd.,
 OIDB Bhavan
 Plot No.2, Sector 73
 Noida, Uttar Pradesh.
 India.

Dear Sir,

Following are the details of Indian agent/ consultant/representative

S. No.	Description	Bidder's response
1.	Name & address of agent / consultant / representative in India.	
2.	The precise relationship between the bidder and their agent/consultant/representative in India.	
3.	The mutual interest which the bidder and Agent / Consultant / Representative in India have in the Business of each other.	
4.	Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee.	
5.	Permanent Income Tax Account number of Agent / Consultant / Representative in India	
6.	Permanent Income Tax account of bidder in his country and also in India, if applicable	
7.	All services to be rendered by the Agent / Consultant / Representative	

SEAL AND SIGNATURE OF BIDDER

Note: Aforementioned information's need to be supported with necessary documents.

**F-13 :
CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (V) against following points:

S. NO.	DESCRIPTION	STATUS
1.0	Signing and stamping each sheet of offer, original e-bid document including drawings, addendum (if any)	
2.0	Confirm that the following details have been submitted in the Un-priced part of e-bid <ul style="list-style-type: none"> a) Covering Letter, Letter of Submission b) Letter of Authority (Form F-5) in physical form c) Signed and stamped original copy of bidding document along with drawings and addendum (if any) d) Power of Attorney in the name of person signing the bid, in Physical form. e) Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart f) Bidder's declaration that they are not under any liquidation court receivership or similar proceedings. g) Bidder's declaration that they have not been banned or delisted by any Government or Quasi Government agencies of PSUs. h) Bidder shall furnish the concurrent commitment and manufacturing & execution plan for the pumps being offered by the bidder, considering the concurrent commitments. 	
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)	
4.0	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, signed and stamped on each page separately	

S. NO.	DESCRIPTION	STATUS
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	
6.0	Confirm that any correction in documents submitted in Physical form alongwith Un-priced part of e-bid has been initialled and stamped by the authorized person.	
7.0	Deleted.	
8.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	
9.0	Confirm that all necessary document required for capability & capacity assessment have been furnished including the applicable Formats attached with the bidding document in this regards.	
10.0	Confirm that annual reports for last three financial years & duly filled in Form 3A & 3B are enclosed in the offer for financial assessment.	
11.0	Confirm that all the documents as specified under IFB required for meeting the BEC are enclosed in the bid separately.	
12.0	Details of Built-in CIF value, details of Import duty included in the prices are furnished under the format attached for the same.	
13.0	In case of Consortium bid for Option 3 following documents have been furnished : <ul style="list-style-type: none"> a) Power of Attorney in Physical form signed by legally authorised signatories of all the member videncingauthorisation to one of the members as nominated leader in the consortium as per Clause 3.3.2 of Instructions to Bidders. b) Consortium Agreement / MOU in physical form entered into by all members as per Clause 3.3.7 of Instructions to Bidders. 	

(Seal and Signature of Bidder)

Enterprise's Information with respect to the Micro, Small and Medium Enterprises Development Act, 2006

(APPLICABLE FOR INDIAN BIDDERS ONLY)

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

- a) **manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as**

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) **providing or rendering services**

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) *In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded*

- (I) Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

**"We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2006."
(Please strike off whichever status is not applicable)**

Please note that if Bidder do not provide the above confirmation in Bidding Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.

- (II) Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have **filed** a memorandum with the specified authority, then

Bidder to confirm the following:

“We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes/No).”

If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bidding Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

(SIGNATURE & STAMP OF THE BIDDER)

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE AND PADUR**

SECTION - III A

**GENERAL CONDITIONS OF PURCHASE
(INDIGENOUS)**

&

**GENERAL CONDITIONS OF PURCHASE
(IMPORTS)**

GENERAL CONDITIONS OF PURCHASE (Indigenous)

1. The following expressions used in the Purchase Order shall have the meaning indicated against each of these.
 - 1.1. The "Owner" means Indian Strategic Petroleum Reserves Limited (ISPRL), company incorporated in India having its registered office at Indian Strategic Petroleum Reserves Ltd.,OIDB Bhawan, 3rd Floor, Plot No. -2, Sec-73, Noida(U.P) and shall include its successors and assignees.
 - 1.2. "Goods Equipment/ Materials": Goods/Equipment/ Materials shall mean any of the articles, materials machinery equipments, supplies, drawings, data and other property and all services, including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required by the owner as per the Purchase Order.
 - 1.3. 'Vendor': Vendor shall mean the person, firm, company or Corporation or the successor thereof to whom the Purchase Order is issued.
 - 1.4. 'Inspector': Inspectors deputed by Owners.
 - 1.5. 'Project' : Strategic Storage of Crude Oil Project of ISPRL
2. Reference for Documentation:
Purchase Order No. must appear on correspondence, drawings, invoices, shipping notes, and packing and on any documents or papers connected with the order.
3. Confirmation of Purchase Order :
The Vendor shall acknowledge the receipt of the Purchase Order within 10 ten days following the mailing of the order and shall thereby confirm his acceptance of the purchase order in its entirety without exceptions.
4. Sales Conditions :
With Vendor's acceptance of provision of the Purchase Order he waives and considers as cancelled any of his general sales conditions.
5. Entire Contract :
The terms and conditions of the purchase order with specifications drawings and other attachments annexed thereto, constitute the entire contract between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorised representative of the owner and the Vendor.

Irreconcilable Conflicts

In the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (a) and/or the Agreed Variations to the Tender documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely

- (i) Agreed Variations to the Tender documents.
 - (ii) Purchase order
 - (iii) Addendum/Addenda (a) to the Tender document.
 - (iv) Special Conditions of Purchase
 - (v) General Terms & Conditions of Purchase
 - (vi) Other contract documents.
6. Inspection Checking Testing :
 - 6.1. The equipments/ materials or workmanship covered by the Purchase Order are subject to inspection and testing by Inspectors at any time prior to shipment and/ or despatch. Such

inspectors shall have the right to carry out the inspection and testing at any stage which will include the raw materials, at manufacturer's shop and at Fabricator's shop and at the time of actual despatch before and after completion of packing.

- 6.2. All tests, mechanical and others and particularly those required by relevant codes will be performed at the Vendor's expenses and in accordance with the Inspector's 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 Lloyds Register of Shipping or any other Agency, as may be required.
- 6.3. The salaries and fees of Inspectors and their travelling, loading and boarding expenses will not be borne by the Vendor unless inspections become infructuous due to any omission or commission on the part of the Vendor. Before shipping or despatch, the equipments/ materials will have to be checked and stamped by Inspectors who are authorised also to forbid the use and despatch of equipments/ materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.
- 6.4. The Vendor will have to :
 - Inform Owner/ Owner's Inspector at least eight days in advance the exact place, date of time of rendering the equipments/ materials for required inspection;
 - Provide free access to Inspectors during normal working hours to Vendor's or his/ its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- 6.5. It shall be the responsibility of the Vendor to ensure that only such materials as have been duly inspected and approved by the nominee of the Owner are shipped/despatched and to furnish a certificate as under :

"Certified that the materials have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate in this behalf is enclosed".
- 6.6. Even if the inspections and tests are fully carried out, Vendor is not absolved to any degree from his responsibilities to ensure that all equipments and materials supplied comply strictly with requirements as per purchase order during manufacturer, at the time of delivery, and after its erection or startup and guarantee period as stipulated in Clause – 28.0 hereof.
- 6.7. The Vendor's responsibility will not be lessened to any degree due to any comments made by Owner/ Owner's representatives and inspectors on the Vendor's drawings or specifications or by Inspectors witnessing any chemical or physical tests. In any case, the equipments must be in strict accordance with the purchase order and or its attachments failing which the owner shall have the right to reject the good and hold the Vendor liable for non-performance of contract.
- 6.8. The materials shall be manufactured at the place named in the quotation or at such place or places as may be approved by the Owner.
7. Expediting :

Owner/Owner's representatives, wherever assigned to expedite both manufacture and shipment of equipment/ materials covered by the Purchase Order, shall have free access to Vendor's shop and or sub-supplier's shop at any time and they shall be provided with all the necessary assistance and information to help them perform their job. Vendor shall furnish all documents such as but not limited to schedule/PERT network testing and delivery programme and any other information as may be called for.
8. Weights and Measurements :

The shipping/despatch documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Owner's Purchase Order
9. Economic Transportation
The equipments/ materials are to be consigned by the most economical and expeditious mode of transport to the consignee and/or Indian Port as specified in the Purchase Order.

10. Oil & Lubricants :
The first filling of oils and lubricants for every equipment shall be included in the price. The Vendor shall also recommend the quality and quantity of oils and lubricant required for one year's continuous operations.
11. Spare Parts :
The Vendor must furnish itemised and price list of spare parts required for two year's operation of equipments. The Vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as in interchangeability chart.
12. Packing & Marking—:
- 12.1. All equipments/ materials shall be suitably packed at his own cost in weatherproof/waterproof packing for sea/river/rail/road transport or appropriate transport within India. The packing shall be strong and efficient enough to ensure safe preservance up to the final point of destination. All containers in which the materials are supplied (including packing cases, boxes etc.) by the supplier shall be considered as non-returnable and their cost as having been included in the contract prices unless specifically mentioned in the contract otherwise. Equipments / materials shall be protected by suitable coats of paint and all bright parts protected from rust by application of rust preventive as may be necessary. All machinery surfaces shall be suitably protected.
- 12.2. All fragile and the exposed parts will be packed with care and the packages shall bear the words, "WITH CARE, GLASS FRAGILE, DON'T ROLL THIS END UP, THIS END DOWN", in English.
- 12.3. Packaged equipment / material showing damages resulting from improper packing material / packing procedure or having concealed damages or shortages at the time of opening of packages shall be to the supplier's account.
- 12.4. Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and suitably tagged with identification of main equipment items denomination and reference no. of respective assembly drawings.
- 12.5. All nozzles, holes and openings as also all delicate surfaces, shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks.
- 12.6. All manufactured surface shall be painted with rust preventing paint.
- 12.7. All threaded fittings shall be greased and provided with plastic cap.
- 12.8. All small pieces shall be packed in case.
- 12.9. The vendor shall be held liable for all damages or breakage to the goods due to defective or insufficient packing as well as for corrosion due to insufficient greasing/ protection.
- 12.10. On three sides of the packages, the following marks shall appear clearly visible in indelible paint and on Vendor's care and expenses.

Strategic Storage of Crude Oil Project

From	:	
For	:	
Order No.	:	
Rev. No.	:	
Item	:	
Equipment Nomenclature	:	
Net Weight	:	
Gross Weight	:	
Case No.	:	of Total Cases :
Dimensions	:	

- 12.10.1. For every order and every consignment, packages must be marked with serial progressive numbering. All cases will bear warning signs on the outside denoting the centre of gravity and sling marks. Specific marking for sling should be provided for all heavy lifts weighing 5 tonnes and above. Top Heavy containers will be earmarked as either Top Heavy or Heavy Ends. All packages that require special handling and transport should have their centres of gravity and points at which they may be gripped clearly indicated and marked, "ATTENTION SPECIAL LOAD HANDLE WITH CARE" IN ENGLISH LANGUAGE. When packaging material is clean and light colour coloured, a dark black stencil paint shall be acceptable. However where packaging materials is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before

- applying the specific markings. A distinct colour splash in say red-black around each package/ crate/ bundle shall be given for identification.
- 12.10.2. In case of large equipments like vessels, heat exchangers etc. documents contained in the envelopes shall be fastened inside a shell connection with an identifying arrow sign 'DOCUMENT' applied with indelible paint.
13. Shipment / Consignment:
- 13.1.1. The vender shall make dispatch only after inspection, testing and release order / material acceptance certificate issued by owner unless otherwise specially advised in writing. In the event of vendor having been advised to hold the materials/equipments for any reason whatsoever the vendor shall hold the material in his/its warehouse for at least 30 days without any compensation or without any prejudice to any reduction in price already accrued on account of delays.
- 13.1.2. Vendor shall exercise due care and ensure that consignment (s) are booked under appropriate railway classifications failing which any additional freight incurred by Owner shall be to Vendor's account. Goods shall be consigned in the name of consignee to be informed by Owner in due course of time or along with Purchase Order. Goods shall be dispatched by most economical and expeditious mode of transport to the destination.
- 13.1.3. Owner reserves right to advise any change in dispatching / destination / mode of transport as may be required. Any extra expenditure on this account will be reimbursed by Owner on submission of satisfactory documentary evidence / as finalised within 10 days from the date when change is ordered.
- 13.1.4. Vendor will be responsible to bear all expenses which may arise due to
- 13.1.5. Improper / insufficient / defective documentation while dispatching materials / advising Owner according to the terms of the Contract. Similarly, Vendor shall be responsible for the delay and / or demurrage in clearance of the consignment due to delay in transmittal of the proper / needful documents.

Transfer of Title and Risk of Loss

The transfer of property and risk in indigenous materials shall be deemed to take place as follows:

- (a) **For delivery FOR or FOT despatch point: On handing over the materials to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to ISPRL.**
- (b) **For despatch FOR destination station: On removal of the materials by ISPRL from the railway authorities at the destination station.**
- (c) **Equipment sent freight/carriage paid to the project site: On receipt of materials by ISPRL at the project site.**

14. Shipping Documents:

- 14.1. Vendor shall send documents listed below as applicable in indicated number of sets, unless otherwise indicated in purchase order, so that they are received at least three days before receipt of material.

1.	Invoice.	-	3 copies
2.	Packing list	-	3 copies
3.	Manufacturers Guarantee Certificate	-	3 copies
4.	Drawing/ Catalogue	-	3 copies
5.	Vendor's Certificate of inspection	-	3 copies
6.	Despatch clearance	-	3 copies
7.	Any additional documents required to be furnished for receiving payment under the contract.		

- If as per the terms of L.SC or otherwise, the complete original set of documents are required to be sent to owner through bank, the distribution indicated will confine to copies of documents mentioned above.
- 14.2. The consignment unless notified separately, shall indicate follows:
Consignee : ISPRL
- 14.3. The invoices and packing list must show uniformly the marks and numbers, contents case wise, consignee's name and place of destination. The invoice must show along with other details, the unit rate and net total price. Packing list must show apart from other particulars actual contents in each case, net and gross weight and dimensions and the total number of packages. The documents should be duly signed by the Vendor's authorised representative.
- 14.4. All documents shall be in Hindi/ English language.
- 14.5. Transit Insurance :
Transit Insurance shall be arranged by the Owner. The Vendor shall within 24 (Twenty four) hours of consignment convey by fax / e-mail to the insurer under intimation to the owner the despatch particular which should include all details but not limited to:
- 1) Cover Policy Number as mentioned in PO, 2) Particulars 3) invoice no. & date 4) P.O. ref. 5) Transporter's consignment note no. and date of transportation 6) total value of the consignment.
15. Respect for Time of Delivery:
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 authorisation in writing from the Owner. Equipments/ Materials 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. By time of delivery is meant the date of L/R or Actual receipt whichever is applicable.
16. Delayed Delivery:
- 16.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 16.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform ISPRL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep ISPRL informed of all subsequent developments.
- 16.3. If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, ISPRL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/ISPRL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means.
- 16.4. Without prejudice to its rights under Clause 17.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, ISPRL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any. Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.
17. Force Majeure :
- i) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by him under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts. The decision of the owner will be final and binding on vendor

- ii) The term "force majeure" as employed herein shall mean acts of god, war, revolt, fire, flood, national strikes which have duration of seven calendar days, strike at Vendor's works for more than 10 consecutive days and acts and regulations of respective government.
 - iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, then the vendor must advise owner by registered letter giving full particulars and duly certified by local chamber of commerce or statutory authorities, the beginning and end of such causes of delay immediately but not in any case later than 15 days from beginning and end of each cause
 - iv) Time for performance of the relative obligation suspended by force majeure shall stand extended by the period during which such cause lasts.
 - v) If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.
 - vi) In the event of Force Majeure, each party shall bear any costs incurred by it resulting there from. The party affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.
18. **Rejection, Removal of Rejected Goods and Replacement:**
 In case the testing and inspection at any stage reveal that the equipment, materials and/ or workmanship do not comply with specifications and requirement and in case of rejection of equipment/ materials under Clause 6.0 hereof, the same shall be removed by the Vendor at his/ its own expenses and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose of such rejected goods in such manner as the Owner may think appropriate in the event the Vendor fails to remove the rejected goods within the period as aforesaid. Nothing shall constitute the owner as a trustee or bailee for or in respect of those rejected material. All expenses incurred by the Owner, for such disposal shall be to the account of the Vendor. The Vendor will have to proceed immediately with the replacement of the equipment or part of the equipment and delivery at site (at port in case of foreign vendor) without claiming any extra payment (including custom duty, Port charges etc) and without prejudice to owner's right as per clause 17.0 if so required by the Owner. The time taken for replacement in such event will not be added to the contractual time of delivery.
19. **Price:**
 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. The price shall be comprehensive, inclusive of but not limited to cost of raw materials and processes, manufacturing, inspection, test, rejections, storage, handling, adequate water proof packing and forwarding and all other charges up to effecting delivery at FOR destination.
- Prices herein specified, unless otherwise expressly stated in the total price schedule which shall be deemed to include all Central / State and other Municipal or legal taxes, duties, levies etc including but not limited to Service tax, entry tax, Octroi, etc. which either of the parties hereto may be statutorily liable to pay. Variation of sales tax /excise duty rate if expressly mentioned will be paid extra/refundable if enforceable during contractual delivery period / approved extended contractual completion date. New promulgated tax, duty applicable during contractual delivery period / approved extended contractual completion date on the finished product will be paid extra. However, the benefit of any reduction must be passed on to ISPRL.
20. **Terms of Payment:**
 Payment against **VARIABLE** invoice shall normally be made within 30 days of receipt and acceptance of materials at site. However, owner may consider payment of 90 percent against despatch documents through Owner's Bankers and balance 10% within 30 days of receipt and acceptance of materials at site, provided the value of purchase order exceeds Rs. 100000/-. The final settlement of Vendor's invoice is liable to be withheld in the event the Vendor's has not complied with submission of drawings data and such documentation as called for purchase order and/or as required otherwise.

All bank charges of Owner's Banker will only be borne by the Owner.

21. **Part order/Repeat order:**
Vendor hereby agrees to accept part order at Owner's options without any limitation what so ever and also accept repeat order(s) during a period of six months from the date of original purchase order on same unit price, terms & conditions".
22. **Recovery of Sums Due:**
Whenever there is any claim against the vendor for payment of sums of money arising out of or under the execution of Purchase Order, ISPRL may, without prejudice to any other mode or source of recovery available, recover the same from any sums then due or which at any time thereafter may become due to the vendor under this or any other contract with ISPRL and/or by recourse to any bank guarantee available to ISPRL for this purpose, and should these sum (s) be not sufficient to cover the recoverable amount, the Vendor shall pay ISPRL on demand, the balance.
23. **Modifications:**
The Owner shall have the right to make changes or modifications in quantities ordered, the technical documents/ specifications comprised in the Purchase Order. The Vendor shall comply with such a written request for changes, and shall furnish in writing to the Owner, as estimate of cost for the changes and modifications and effect at the time of delivery. On receipt of Owner's written authorisation, the Vendor shall promptly proceed with the change/ modification. An equitable adjustment under this provision must be finalised within 10 days from the date when change is ordered.
24. **Cancellation:**
 - 24.1. The Owner reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the Vendor if :
 - i) The Vendor fails to comply with terms of 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; and/ or a receiver is appointed for any of the property owned by the Vendor. .
 - v) Change in constitution of vendor
 - vi) In the opinion of the owner the cessation of contract becomes necessary owing to any cause whatsoever.
 - 24.2. Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Purchase Order and materials connected with it.
 - 24.3. The Owner in that event will be entitled to procure the equipment/ materials or services thus involved in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor reserving to itself the right to forfeit the security deposit / PBG, placed by the Vendor against the contract.
 - 24.4. The provision of this clause shall not prejudice the right of the owner from invoking the provisions of clause "Delayed delivery" as aforesaid.
 - 24.5. Notwithstanding anything to the contrary herein contained, ISPRL will be at liberty to take independent administrative action to place the Vendor under 'holiday list' for delay or non-performance of its contractual obligations or any of them.
25. **Warranty of Title**
The vendor warrants that the Material(s) sold and supplied by it to ISPRL pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep ISPRL indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by ISPRL as a consequence thereof and/or to defend any such claim, demand, action or proceeding.

The vendor shall be understood to have represented to ISPRL that the use by ISPRL of the Material(s) supplied by the vendor will not infringe any third party patent rights or pending patent applications or other intellectual property rights. Accordingly, the vendor will hold harmless or indemnify ISPRL against all or other sums that may be assessed or become payable under any decree or judgment of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.

26. Guarantee:

26.1. The Vendor shall guarantee that any and all materials used in execution of the Purchase Order shall be new, are of best material, workmanship of highest caliber and are manufactured in strict compliance with characteristics, requirements and specifications and that the same shall be free from any defects. The Vendor will guarantee that all materials and equipments shall be repaired or replaced, on priority basis as the case may be at its own risk and expense in case the same have been found to be defective in respect of material, workmanship of smooth and rated operation within a period of 12 months after the same have been commissioned, or 18 months from the date of shipment, whichever is earlier. As an alternative to repair or replacement of defective item(s) the purchaser has an option to ask for reimbursement of the total landed cost of the item(s) including interest incurred upto delivery at site and storages thereof.

26.2. The guarantee period for the part that may be altered, repaired or replaced shall be 12 months from the date on which the same is commissioned.

26.3. Checking and approval of the Vendor's drawings by the Owner or his Inspectors or acceptance by the Owner or its Inspectors of any equipments and materials or its replacement will not relieve the Vendor of its responsibility of supplying the equipments/ materials strictly according to the specification and according to the guarantee by the Vendor.

26.4. The Vendor shall furnish a Contract Performance Bank Guarantee along with invoice for claiming last 10% payment in the enclosed format for the amount equivalent 10% (ten percent) of the order value (FOT dispatch point price excluding ED, CST & VAT) of the equipments/ materials and it shall guarantee the faithful performance of the order in accordance with the Terms and Conditions specified in the documents and specifications. The Bank Guarantee shall remain in force for the entire period covered by the guarantee PLUS THREE MONTHS. It will be the responsibility of the Vendor to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Owner either in full or in part in terms of the contract shall be made good by the Vendor within one week of the occurrence thereof.

26.5. The performance Guarantee will be returned to the Bidder without any interest at the end of the guarantee period subject to fulfillment of all contractual obligations by the Bidder.

27.0 Non – Waiver:

Failure of the Owner/ Owner's representatives to insist upon any of the terms of conditions incorporated in the Purchase Order or failure of delay to exercise any rights or remedies therein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment for any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner or Owner's representatives 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 Owner/ Owner's representatives act as waiver of the terms hereof.

28.0 No Assignment:

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

29.0 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 Tender Document and/ or the Purchase Order and as called for in Clause, 7.0, '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.

The Material Safety Data Sheets in case of catalysts and chemicals and other items wherever applicable shall also be submitted within 30 days after receipt of the Purchase Order.

30.0 Technical Information:

Drawings, specifications and details shall be the property of the Owner and shall be returned by the Vendor on demand. The Vendor shall not make use of drawings and specifications for any purpose at any time except for the purpose of the Owner. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body corporate authority and shall made all endeavours to ensure that the technical information is kept CONFIDENTIAL. The Technical information imparted and supplied to the Vendor by the Owner shall at all times remain the absolute property of the Owner.

31.0 Services of Vendor's Personnel:

Upon three week's advance notice, the Vendor shall depute the necessary personnel to site for supervision or erection and start-up of the equipment and train a few of the Owner's personnel for the operation and maintenance of the equipment, if required by the Owner. The terms and conditions for the service of the Vendor's personnel shall be mutually settled.

32.0 Vendors liability:

The Vendor's workmen or employees shall under no circumstances be deemed to be in Owner's employment and the Vendor shall hold himself responsible for any claims which they or their heirs, dependents or personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out of the work covered by this Purchase Order, whether arising on Owner's premises or elsewhere and agrees to Indemnify the Owner against any such claim or claims if made against the Owner and all cost (as between attorney and client) of proceedings, suits or action which the Owner may incur or 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 vehicle visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees.

33.0 Arbitration:

In the event of any dispute or difference arising out of a Notified Claim of the VENDOR and any dispute arising out of an amount claimed by the OWNER against the VENDOR, be referred to the arbitration by a sole Arbitrator to be selected by the vendor out of panel of 3 persons nominated by - Owner. If vendor fails to select within 30 days of the panel on names furnished by Owner then sole arbitrator shall be selected by the owner out of that panel. The provisions of the Arbitration & Conciliation Act, 1996 and all statutory re-enactments and modification thereof and the rules made thereunder shall apply to all such arbitration proceedings. or any statutory modifications or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitration- It is specifically agreed that the OWNER may prefer its Claim(s) against the VENDOR as counter claim(s). The VENDOR shall not, however, be entitled to raise as a set-off, defense or counter-claim any claim which is not a Notified Claim included in the VENDOR'S Final Bill. The Venue of the arbitration will be New Delhi (India) Arbitrator shall give his award separately in respect of each claim and counter claim and shall not be entitled to review any decision opinion or determination (however expressed) which is stated to be final and /or binding on vendor in terms of contract documents.

34.0 Govt. of India Liability

It is expressly understood and agreed by and between the tenderers and Indian Strategic Petroleum Reserves Limited is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Indian Strategic Petroleum Reserves Limited is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principal of contract Law. The tenderers expressly agree, acknowledge and understand that Indian Strategic Petroleum Reserves Limited is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, tenderers hereby expressly waive, release and forego any and all action or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to the Govt. of India as to any manner, claim, clause of action or thing whatsoever arising of or under this agreement.

35.0 Legal Interpretation:

The contract shall be governed by the Laws of India for the time being in force. The contract shall be deemed to have been made at a place, irrespective of place of delivery, from where the order has been issued.

36.0 Headings:

The headings of the conditions hereof shall not affect construction thereof.

GENERAL CONDITIONS OF PURCHASE (IMPORTED)

1. The following expressions used in the Purchase Order shall have the meaning indicated against each of these.
 - 1.1. The “**Owner**” means Indian Strategic Petroleum Reserves Limited (ISPRL) a company incorporated in India having its registered Office at Indian Strategic Petroleum Reserves Ltd.,OIDB Bhawan, 3rd Floor, Plot No. -2, Sec-73, Noida(U.P), and shall include its successors and assignees.
 - 1.2. “**Goods/Equipments/ Materials**” : Goods /Equipments/ Materials shall mean any of the articles, materials machinery equipments, supplies, drawings, data and other property and all services, including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required by the owner as per the Purchase Order.
 - 1.3. ‘**Vendor**’: Vendor shall mean the person, firm, company or Corporation or the successor thereof, to whom the Purchase Order is issued.
 - 1.4. ‘**Inspector**’: Inspectors deputed by Owners.
 - 1.5. ‘**Project**’: **Strategic Storage of crude oil Project** of Indian Strategic Petroleum Reserves Limited (ISPRL)
- 2.0 **Reference for Documentation:**
Purchase Order No. must appear on correspondence, drawings, invoices, shipping notes, packing and on any documents or papers connected with the order.
- 3.0 **Confirmation of Purchase Order:**
The Vendor shall acknowledge the receipt of the Purchase Order within 10 (ten) days following the mailing of the order and shall thereby confirm his acceptance of the purchase order in its entirety without exceptions.
- 4.0 **Sales Conditions:**
With Vendor's acceptance of provision of the Purchase Order he waives and considers as cancelled any of his general sales conditions.
- 5.0 **Entire Contract:**
The terms and conditions of the purchase order with specifications drawings and other attachments annexed thereto constitute the entire contract between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorised representative of the Owner and the Vendor.

Irreconcilable Conflicts

In the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (a) and/or the Agreed Variations to the tender documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely

- (vii) Agreed Variations to the Tender documents.
- (viii) Purchase order
- (ix) Addendum/Addenda (a) to the Tender document.
- (x) Special Conditions of Purchase
- (xi) General Terms & Conditions of Purchase
- (xii) Other contract documents.

6.0 Inspection Checking Testing:

6.1. The equipments/ materials or workmanship covered by the Purchase Order are subject to inspection and testing by Inspectors at any time prior to shipment and/ or despatch. Such inspectors shall have the right to carry out the inspection and testing at any stage which will include the raw materials, at manufacturer's shop and at Fabricator's shop and at the time of actual despatch before and after completion of packing.

6.2. All tests, mechanical and others and particularly those required by relevant codes will be performed at the Vendor's expenses and in accordance with the Inspector's 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 Lloyds Register of Shipping or any other Agency, as may be required.

6.3. The salaries and fees of Inspectors and their travelling, loading and boarding expenses will not be borne by the Vendor unless inspections become in fructuous due to any omission or commission on the part of the Vendor. Before shipping or despatch, the equipments/ materials will have to be checked and stamped by Inspectors who are authorised also to forbid the use and despatch of equipments/ materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

6.4 The Vendor will have to :

- Inform Owner/ Owner's Inspector at least eight days in advance the exact place, date of time of rendering the equipments/ materials for required inspection;
- Provide free access to Inspectors during normal working hours to Vendor's or his/ its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.

6.5 It shall be the responsibility of the Vendor to ensure that only such materials as have been duly inspected and approved by the nominee of the Owner are shipped and to furnish a certificate as under:

"Certified that the materials have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate in this behalf is enclosed".

6.6 Even if the inspections and tests are fully carried out, Vendor is not absolved to any degree from his responsibilities to ensure that all equipments and materials supplied comply strictly with requirements as per purchase order during manufacturer, at the time of delivery, and after its erection or start-up and guarantee period as stipulated in Clause 26.0 hereof.

6.7 The Vendor's responsibility will not be lessened to any degree due to any comments made by Owner/ Owner's representatives and inspectors on the Vendor's drawings or specifications or by Inspectors witnessing any chemical or physical tests. In any case, the equipments must be in strict accordance with the purchase order and / or its attachments failing which the Owner shall have the right to reject the good and hold the Vendor liable for non-performance of contract.

6.8 The materials shall be manufactured at the place named in the quotation or at such place or places as may be approved by the Owner.

7.0 Expediting:

Owner/ Owner's representatives, wherever assigned to expedite both manufacture and shipment of equipment/ materials covered by the Purchase Order, shall have free access to Vendor's shop and or sub-supplier's shop at any time and they shall be provided with all the necessary assistance and information to help them perform their job. Vendor shall furnish all document such

as but not limited to schedule/PERT chart testing and delivery programme and any other information as may be called for.

8.0 **Weights and Measurements:**

The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Owner's Purchase Order.

9.0 The equipments/ materials are to be consigned by the most economical and expeditious mode of transport to the consignee and Indian Port as specified in the Purchase Order.

10.0 **Oil & Lubricants :**

The first filling of oils and lubricants for every equipment shall be included in the price. The Vendor shall also recommend the quality and quantity of oils and lubricant required for one year's continuous operations.

11.0 **Spare Parts :**

The Vendor must furnish itemised and price list of spare parts required for two year's operation of equipments. The Vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as interchangeability chart.

12.0 **Packing & Marking :**

12.1 Equipment/ materials shall be suitably packed in weatherproof seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice up to the final point of destination. In case of wooden packing material, the same must conform to requirements under Plant Quarantine (Regulation of Import into India) order.

12.2 Equipments/ materials shall be protected by suitable coats of paint and all bright parts protected from rust by application of rust preventive as may be necessary. All machinery surface shall be suitably protected.

12.3 All fragile and the exposed parts will be packed with care and the packages shall bear the words, "WITH CARE, GLASS FRAGILE, DON'T ROLL THIS END UP, THIS END DOWN", in English.

12.4 All equipments/ materials shall be marked with strips bearing progressive numbers. In case of bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each side.

12.5 All nozzles, holes and openings as also all delicate surfaces, shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks.

12.6 All manufactured surface shall be painted with rust preventing paint.

12.7 All threaded fittings shall be greased and provided with plastic cap.

12.8 All small pieces shall be packed in case.

12.9 The vendor shall be held liable for all damages or breakage to the goods due to defective or insufficient packing as well as for corrosion due to insufficient greasing/ protection.

12.10 On three sides of the packages, the following marks shall appear clearly visible in indelible paint and on Vendor's care and expenses.

(a) Strategic Storage of crude oil Project

From :
For :
Order No. :
Rev. No. :
Item :

Equipment Nomenclature :
 Net Weight :
 Gross Weight :
 Case No. : of Total Cases :
 Dimensions :

12.11 For every order and every shipment, packages must be marked with serial progressive numbering. All cases will bear warning signs on the outside denoting the centre of gravity and sling marks. Specific marking for sling should be provided for all heavy lifts weighing 5 tonnes and above. Top Heavy containers will be earmarked as either Top Heavy or Heavy Ends. All packages that requires special handling and transport should have their centres of gravity and points at which they may be gripped clearly indicated and marked, "ATTENTION SPECIAL LOAD HANDLE WITH CARE" IN ENGLISH LANGUAGE. When packaging material is clean and light colour, a dark black stencil paint shall be acceptable. However where packaging materials is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings. A distinct colour splash in say red-black around each package/ crate/ bundle shall be given for identification.

12.12 In case of large equipments like vessels, heat exchangers etc. documents contained in the envelopes shall be fastened inside a shell connection with an identifying arrow sign 'DOCUMENT' applied with indelible paint.

13.0 **Shipment / Consignment:**

13.1 The vendor shall make shipment only after prior approval of owner otherwise specially advised in writing. All shipments of equipments/ materials shall be made in the Indian Flag Vessel/ Vessels belonging to Conference lines having Indian participation. The Vendor shall arrange with Vessel's Owners or Forwarding Agents for proper stowage of the entire cargo intended for the Project in a specific manner so as to facilitate the handling and off loading at the port of destination and to avoid any over carriage at the port of discharge. All shipments shall be under deck, unless carriage on deck is unavoidable.

13.2 In case of FOB contract –

(A) Ocean shipping arrangement shall be made by :

Asstt. Shipping Officer
 Transchart, Ministry of Shipping
 Room No. 539, Parivahan Bhavan
 1, Parliament Street
 New Delhi 110001
 Tel 011 23719480, Fax : 011 23718614, e-mail : asol@hub.nic.in

Through their authorised forwarding agents as mentioned in P.O. terms & condition.

Vendor shall furnish to the authorised agents the full details of consignments such as outside dimensions, weights/ both gross and net, No. of packages, technical descriptions and drawings, name of Vendor, port of loading etc. Six weeks notice shall be given by Vendor to enable the concerned agency to arrange shipping space.

13.3 Export Licence, if any, required from the Government Authorities of the country of origin shall be obtained by the Vendor.

13.4 'The Vendor shall inform owner sufficiently in advance about shipment of equipment with full particulars. As soon as any shipment is made, the Vendor shall send advance information by way of FAX/ cable message to Owner, giving order reference, particulars of the shipments, Vessel's name, port of shipment, bill of lading No. and date, number of package, gross weight, total FOB value with confirmation copies by post.

Transfer of Title and Risk of Loss

The transfer of property and risks in imported materials shall be deemed to take place as follows:

- (a) For FOB/FCA/CFR deliveries: On handing over the materials to the carrier and issue of clean Bill of Lading/Air Way Bill (except for freight to pay) and its transmission to ISPRL.

14.0 **Shipping Documents:**

14.1 Vendor shall obtain the shipping documents listed below as applicable in indicated number of sets, including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail to owner, as per distribution indicated in purchase order, so that they are received at least three weeks before the vessel's arrival.

1.	Clean bill of lading.	-	5 copies
2.	Invoice.	-	5 copies
3.	Packing list	-	5 copies
4.	Country of origin certificate	-	5 copies
5.	Manufacturers Guarantee Certificate	-	5 copies
6.	Drawing/ Catalogue	-	5 copies
7.	Vendor's Certificate of inspection	-	5 copies
8.	Despatch clearance	-	5 copies
9.	Any other document required for custom clearance		
10.	Any additional documents required to be furnished for receiving payment under the contract.		

If the terms of letter of credit or otherwise, the complete original set of documents are required to be sent to owner through bank, the distribution indicated will confine to copies of documents.

14.2 The Bill of Lading shall indicate as follows :

In case of FOB contract

Consignee :: Indian Strategic Petroleum Reserves Limited

(To be informed by ISPRL)

14.3 All columns in the body of the Bill of Lading, namely, Marks and Numbers, Material description, weight, particulars etc., should be filled in accurately and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight payable shown at the bottom.

14.4 The Vendor shall ensure that in effecting shipments clean bill of lading are obtained and the carrier's responsibility is fully retained on the Carrier so that the Owner's interests are fully assured and are in no way jeopardized.

The invoices and packing list must show uniformly the marks and numbers, contents casewise, country of origin, consignee's name and port of destination, as in the case of Bill of Lading. The invoice shall show the unit rate and net total FOB price. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weight and dimensions and the total number of packages. The documents should be duly signed by the Vendor's authorised representative.

14.6 All documents shall be in English language.

14.7 Vendor shall be fully responsible for the delay and/ or demurrage in clearance of the consignment at the port of discharge due to delay in transmittal of the shipping documents. Any demurrage on account of either non-receipt of shipping documents in time or their being defective will be to the account of Vendor.

15.0 Transit Insurance :
Transit Insurance shall be arranged by the Owner. The Vendor shall within 24 (Twenty four) hours of shipment convey by Fax / Email to the insurer under intimation to the owner the despatch particular as follows:

1) Policy Number, 2) Particulars of Cargo, 3) Vessel's Name, 4) Port of Shipment/ Port of Discharge, 5) Bill of lading number and date, 6) Total FOB/ CFR Value

i) CONSIGNMENT LANDING AT MANGLORE PORT:

Insurance will be arranged arranged by:

(ISPRL to inform the details of Insurance company)

16.0 **Respect for Time of Delivery:**

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 authorisation in writing from the Owner. Equipments/ Materials 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. By time of delivery is meant the date on the Bill of Lading in Port of despatch.

17.0 **Delayed Delivery:**

The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

17.2 If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform ISPRL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep ISPRL informed of all subsequent developments.

17.3 If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, ISPRL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5%

(one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/ISPRL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means.

17.4 Without prejudice to its rights under Clause 17.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, ISPRL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any.

Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.

18.0 **Force Majeure:**

- i) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by him under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts. The decision of the owner will be final and binding on vendor
- ii) The term “force majeure” as employed herein shall mean acts of god, war, revolt, fire, flood, national strikes which have a duration of seven calendar days, strike at vendor’s works for more than 10 consecutive days and acts and regulations of respective government.
- iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, then the vendor must advise owner by registered letter giving full particulars and duly certified by local chamber of commerce or statutory authorities, the beginning and end of such causes of delay immediately but not in any case later than 7 days from beginning and end of each cause.–
- iv) Time for performance of the relative obligation suspended by force majeure shall stand extended by the period during which such cause lasts
- v) If deliveries are suspended by force-majeure conditions lasting for more than three months, the purchaser shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.
- vi) In the event of Force Meajure, each party shall bear any costs incurred by it resulting therefrom. The party affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

19.0 Rejection Removal of Rejected Goods and Replacement:

In case the testing and inspection at any stage reveal that the equipment, materials and/ or workmanship do not comply with specifications and requirement and in case of rejection of equipments/ materials under Clause 6.0 hereof, the same shall be removed by the Vendor at his/ its own expenses and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose of such rejected goods in such manner as the Owner may think appropriate in the event the Vendor fails to remove the rejected goods within the period as aforesaid. Nothing shall constitute the owner as a trustee or bailee for or in respect of those rejected material. All expenses incurred by the Owner, for such disposal shall be to the account of the Vendor. The Vendor will have to proceed immediately with the replacement of the equipment or part of the equipment and arrange to deliver at site(at port in case of foreign vendor) without claiming any extra payment (including custom duty, Port charges etc) if so required by the Owner. The time taken for replacement in such event will not be added to the contractual time of delivery.

20.0 Price :

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. The price shall be comprehensive, inclusive of but not limited to cost of raw materials and processes, manufacturing, inspection, test, rejections, storage, handling, adequate seaworthy packing and forwarding and all other charges up to effecting delivery at FOB despatch port in case of FOB contract and additionally ocean freight and port charges in case of C&F contract.

21.0 Terms of Payment:

Payment will be made by the Owner in accordance with the terms of payment indicated in the Purchase Order.

Payment shall be made by direct remittance or through irrevocable L/C at sight. However confirmation of L/C if desired by the bidder can be done, but the expenses shall be to bidders account.

L/C shall be established by an Indian scheduled Bank on its branches in the bidder's country. Needful details eg: Banker name address, account no etc shall be provided by bidder.

All bank charges and stamp duties payable outside India in connection with payments to be made under the purchase order shall be borne by the Vendor. All bank charges and stamp duties payable in India shall be borne by the owner.

22.0 Part order/ Repeat order

Vendor hereby agrees to accept part order at Owner's options without any limitation what so ever, and also accept repeat order(s) during a period of six months from the date of original purchase order on same unit price, terms & conditions".

23.0 Recovery of Sums Due:

Whenever there is any claim against the vendor for payment of sums of money arising out of or under the execution of Purchase Order, ISPRL may, without prejudice to any other mode or source of recovery available, recover the same from any sums then due or which at any time thereafter may become due to the vendor under this or any other contract with ISPRL and/or by recourse to any bank guarantee available to ISPRL for this purpose, and should these sum (s) be not sufficient to cover the recoverable amount, the Vendor shall pay ISPRL on demand, the balance.

24.0 Modifications:

The Owner shall have the right to make changes or modifications in quantities ordered, in the technical documents/ specifications comprised in the Purchase Order. The Vendor shall comply with such a written request for changes, and shall furnish in writing to the Owner, as estimate of cost for the changes and modifications and effect at the time of delivery. On receipt of Owner's written authorisation, the Vendor shall promptly proceed with the change/ modification. An equitable adjustment under this provision must be finalised within 10 days from the date when change is ordered.

25.0 Cancellation:

25.1) The Owner reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the Vendor if:

- i) The Vendor fails to comply with terms of 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; and/ or A receiver is appointed for any of the property owned by the Vendor.
- v) Change in constitution of vendor
- vi) In the opinion of the owner the cessation of contract becomes necessary owing to any cause whatsoever.

25.2 Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Purchase Order and materials connected with it.

25.3 The Owner in that event will be entitled to procure the equipment/ materials or services thus involved in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor reserving to itself the right to forfeit the security deposit/ PBG , placed by the Vendor against the contract.

25.4 The provision of this clause shall not prejudice the right of the owner from invoking the provisions of clause "Delayed delivery" as aforesaid

25.5 Notwithstanding anything to the contrary herein contained, ISPRL will be at liberty to take independent administrative action to place the Vendor under 'holiday list' for delay or non-performance of its contractual obligations or any of them.

26.0 Warranty of Title:

The vendor warrants that the Material(s) sold and supplied by it to ISPRL pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep ISPRL indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by ISPRL as a consequence thereof and/or to defend any such claim, demand, action or proceeding.

The vendor shall be understood to have represented to ISPRL that the use by ISPRL of the Material(s) supplied by the vendor will not infringe any third party patent rights or pending patent

applications or other intellectual property rights. Accordingly, the vendor will hold harmless or indemnify ISPRL against all or other sums that may be assessed or become payable under any decree or judgement of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.

27.0 Guarantee:

27.1 The Vendor shall guarantee that any and all materials used in execution of the Purchase Order shall be new, are of best material, workmanship of highest caliber and are manufactured in strict compliance with characteristics, requirements and specifications and that the same shall be free from any defects. The Vendor will guarantee that all materials and equipments shall be repaired or replaced, as the case may be, on priority basis, at its own risk and expense in case the same have been found to be defective in respect of material, workmanship of smooth and rated operation within a period of 12 months after the same have been commissioned, or 18 months from the date of shipment, whichever is earlier. As an alternative to repair or replacement of defective item(s) the purchaser has an option to ask for reimbursement of the total landed cost of the item(s) including interest incurred upto delivery at site and storages thereof.

27.2 The guarantee period for the part that may be altered, repaired or replaced shall be 12 months from the date on which the same is commissioned.\

27.3 Checking and approval of the Vendor's drawings by the Owner or his Inspectors or acceptance by the Owner or its Inspectors of any equipments and materials or its replacement will not relieve the Vendor of its responsibility of supplying the equipments/ materials strictly according to the specification and according to the guarantee by the Vendor.

27.4 The Vendor shall within 30 days of confirmation of Purchase Order furnish a Bank Guarantee as Security Deposit in the amount equivalent 10% (ten percent) of the FOB/ CFR The Vendor shall within 30 days of confirmation of Purchase Order furnish a Contract performance Bank Guarantee in the amount equivalent 10% (ten percent) of the FOB/ CFR value of the equipments/ materials to support the faith full performance of the order in accordance with the terms and conditions specified in the documents and specifications, in the form prescribed by the Owner (Annexure – B). The Bank Guarantee shall remain in force for the entire period covered by the guarantee PLUS THREE MONTHS. It will be the responsibility of the Vendor to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Owner either in full or in part in terms of the contract shall be made good by the Vendor within one week of the occurrence thereof.

27.4.1 The performance Guarantee will be returned to the Bidder without any interest at the end of the guarantee period subject to fulfillment of all contractual obligations by the Bidder.

28.0 Non – Waiver:

Failure of the Owner/ Owner's representatives to insist upon any of the terms of conditions incorporated in the Purchase Order or failure of delay to exercise any rights or remedies therein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment for any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner or Owner's representatives 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 Owner/ Owner's representatives act as waiver of the terms hereof.

29.0 No Assignment:

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

30.0 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 Tender Document and/ or the Purchase Order and as called for in Clause, 7.0, '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.

The Material Safety Data Sheets in case of catalysts and chemicals and other items wherever applicable shall also be submitted within 30 days after receipt of the Purchase Order.

31.0 Technical Information:

Drawings, specifications and details shall be the property of the Owner and shall be returned by the Vendor on demand. The Vendor shall not make use of drawings and specifications for any purpose at any time except for the purpose of the Owner. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body 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 Owner shall at all times remain the absolute property of the Owner.

32.0 Services of Vendor's Personnel:

Upon three week's advance notice, the Vendor shall depute the necessary personnel to India for supervision or erection and start-up of the equipment and train a few of the Owner's personnel for the operation and maintenance of the equipment, if required by the Owner. The terms and conditions for the service of the Vendor's personnel shall be mutually settled.

33.0 Arbitration:

In the event of any dispute or difference arising out of a Notified Claim of the VENDOR and any dispute arising out of an amount claimed by the OWNER against the VENDOR, be referred to the arbitration a Sole Arbitrator to be selected by the vendor out of the panel of 3 persons nominated by the OWNER. If vendor fails to select within 30 days of the panel on names furnished by OWNER, then sole arbitrator shall be selected by the owner out of that panel. The provisions of the Arbitration & Conciliation Act, 1996 and all statutory re-enactments and modification thereof and the rules made there under shall apply to all such arbitration proceedings. or any statutory modifications or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration It is specifically agreed that the OWNER may prefer its Claim(s) against the VENDOR as counter claim(s). The VENDOR shall not, however, be entitled to raise as a set-off, defense or counter-claim any claim which is not a Notified Claim included in the VENDOR'S Final Bill. The Venue of the arbitration will be New Delhi (India) Arbitrator shall give his award separately in respect of each claim and counter claim and shall not be entitled to review any decision opinion or determination (however expressed) which is stated to be final and /or binding on vendor in terms of contract documents.

34.0 **Legal Interpretation:**

The contract shall be governed by the Laws of India for the time being in force. To interpret all the commercial terms and abbreviations used in this Tender which have not been otherwise defined, the rules of INCOTERMS 2010 shall be applied.

35.0 **Government of India Liability Clause:**

It is expressly understood and agreed by and between the tenderers and Indian Strategic Petroleum Reserves Limited is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Indian Strategic Petroleum Reserves Limited is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principal of contract Law. The tenderer expressly agrees, acknowledge and understand that Indian Strategic Petroleum Reserves Limited is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, tenderers hereby expressly waive, release and forego any and all action or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

37.0 **Headings:**

The headings of the conditions hereof shall not affect construction thereof.

38.0 **Limitation of liability:**

The aggregate liability of the vendor to the owner (whether bases on contract or tort including negligence and strict or absolute liability) arising out of or under this contract shall not exceed purchase price of this contract provided that no such limit shall apply in respect of ;

- i) Any liability pursuant to vendor's indemnity obligations under the contract; or
- ii) Any loss resulting from fraud , intention or wilful misconduct or illegal or unlawful acts or omissions of vendor, its affiliates or any sub-vendor or any supplier or any of its or their respective officers, directors, employees, servants or agents; or
- iii) Any liability to rectify, repair, restore or replace any materials and / or works or deficiencies therein in terms of the Contract;
- iv) 4 Any liability under clause 17.0;

AND Provided always that such limitation shall exclude any amounts recovered under any policy(ies) of insurance taken out and/or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner.

SECTION - III B

SPECIAL CONDITIONS OF PURCHASE

(SCP)

1. DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section III "GCP"(indigenous) &(Import) following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III "GCP"(indigenous) &(Import) , the meaning ascribed to such term hereunder shall prevail:

1.1.1. Definitions

Bidding Documents shall mean documents issued to the bidder pursuant to documents listed in ITB.

Effective Date shall mean the date on which Contractor's obligations will commence and that will be date of Fax of Acceptance (FOA).

Warehouse / Dump yard / Dump site/ Storage Yard shall mean a place hired/owned by Contractor at Employer/Consultant specified location for handing over of pumps

1.2. Interpretations

1.2.1. Where any portion of the "GCP"(indigenous) &(Import) is repugnant to or at variance with any provisions of the SCP then, unless a different intention appears, the provisions of the SCP shall be deemed to govern the provisions of the "GCP"(indigenous) &(Import) and SCP provisions shall prevail to the extent of such repugnancy, or variations exist.

1.2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.3. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

1.2.4. All headings, subtitles and marginal notes to the clauses of the "GCP" (Indigenous) GCP(Import), SCP - or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

1.2.6. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser's obligations. In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as 'Purchaser/Consultant's' obligation to the extent the context so means/ requires.

2. SELLER'S SCOPE

2.1 Seller's scope shall include (a) manufacturing of items / goods / equipments as per Material Requisition, technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Consultant's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Consultant/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; and (h) Loading on truck/trailer for Indian Bidder / loading on ship at FOB Port of exit including stowing as applicable for foreign Bidder.

2.2 Transportation of material upto Project site for Indian bidders and shipment of material upto port of entry in India for Foreign bidders.

2.3 Site supervision for Erection & Commissioning as per requirements specified in the Bidding document, wherever applicable. Terms & Conditions shall be as per Annexure - II to SCC.

2.4 Training of owner's / consultant's person(s) at vendor's works / project site, wherever applicable, as per guidelines given in the material requisition. The prices for Training shall be included in the quoted prices until and unless specifically asked for extra prices in price schedule formats.

2.5 Any other specific requirement / activity though specifically not covered but is required as per scope of work, scope of supply, specifications, standards, drawings, GCP, SCP or any other part of Bidding Document.

3. PACKING, MARKING AND SHIPMENT

3.1. The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

3.2. Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Attachment II of this Bidding Document.

4. DELIVERY / COMPLETION SCHEDULE

4.1. **Delivery / Completion schedule shall be as specified in the RFQ.**

4.2 Failing to meet delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in Bidding Documents.

4.3 Price Reduction Schedule (PRS) shall be applicable as per clause 15 below.

4.4 Delivery period as detailed in Clause 4.1 of SCC, shall be the essence of Agreement and no variation shall be permitted.

4.5 In case of a foreign bidder take services or supplies, sourced within India, Indian sub-supplier's delivery / completion shall be within overall delivery of the Foreign supplier.

5. DISPATCH INSTRUCTIONS

5.1. Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

5.2. Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel, description and weight of material and shipping marks etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

6.1. It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Seller has any kind of interest in other sellers.

7. LIEN

7.1. Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. RECOVERY OF CUSTOMS DUTY, EXCISE DUTY AND SALES TAX

8.1. In case, the statutory variation entitles the Employer to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately on enforcement of such variation, under intimation to the Contractor.

9. REJECTION

9.1. Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party or EIL, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

9.2. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

11. LIMITATION OF LIABILITY

11.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11. INSURANCE

AS PER GCP (IND) & (IMP), AS APPLICABLE

13. GOVERNING LAW

13.1. Laws of India will govern the Agreement and Delhi courts will have exclusive jurisdiction on all matters related to Agreement.

14. DELETED

15. EMPLOYER'S RIGHTS AND REMEDIES

15.1. Without prejudice to EMPLOYER's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the EMPLOYER, CONTRACTOR is not in a position to makeup the delay to meet the intended purpose, the EMPLOYER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

16. GUARANTEE

As per GCP (Indigenous) & GCP (Imports), as applicable

17. PRICE REDUCTION SCHEDULE (PRS)

In partial modification of provisions of General Conditions of Purchase (Indigenous) and (Imports), in the event of delay beyond the contractual completion date for reasons not attributable to owner and not constituting conditions of force majeure, it will be at Owner's discretion, without prejudice to his other rights under the contract, to accept delayed completion, but at the prices reduced by ½ % (half percent) of total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of total contract price.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery period shall attract price reduction schedule @ ½ % of delayed order value maximum upto 5% of total order value.

Further, in case of delay in completion, the bidder shall calculate the applicable price reduction for delayed completion and raise their invoices net of contract price.

The value referred in PRS Clause is excluding taxes & duties.

18. TERMS AND MODE OF PAYMENT

18.1. The terms and mode of payment shall be as per Section III C.

19. REPEAT ORDER

Repeat order is valid upto 6 months from date issue of Fax of Acceptance.

20. ORIGIN OF GOODS

(In partial modification to GCP (Indigenous) & GCP(Imports)

20.1 A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

21. QUALITY ASSURANCE/QUALITY CONTROL

21.1 The Contractor shall prepare a detailed quality assurance plan for the execution of Contract for

various facilities, which will be mutually discussed and agreed to.

- 21.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 21.3 The Purchaser/Consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

22. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) The Project Manager
Engineers India Limited,
1, Bhikaiji Cama Place
New Delhi - 110066, India.
- b) ISPRL (Projects)
Mr. Vijay Ananda
Indian Strategic Petroleum Reserves Ltd.,
Chandrasahas Nagar, Permude,
P.O. – Mangalore-574509
(Karnataka)
- c) Mr. H.P.S Ahuja, DGM(Tech.)
Indian Strategic Petroleum Reserves Ltd.,
OIDB Bhawan, 3rd Floor, Plot No. -2,
Sec-73, Noida(U.P)

23. DISPUTE RESOLUTION

23.1 GENERAL

Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Agreement shall be settled in accordance with the provisions of this Article

23.2 INVITATION FOR CONCILIATION

23.2.1 In case of any dispute(s)/difference(s)/issue(s), as mentioned above, a Party shall notify the other Party(ies) in writing about such a dispute(s)/difference(s)/ issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

23.2.2 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate. If the acceptance is made orally, it is advisable that it be confirmed in writing. If the other Party(ies) reject(s) the invitation, there will be no conciliation proceedings.

23.2.3 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

23.3 CONCILIATION

23.3.1 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration as per the provisions of Arbitration clause as per bidding document. For the purpose of this Article, the option of `Conciliation' shall be deemed to have been exhausted, even in case of rejection of `Conciliation' by any of the Parties.

23.3.2 For dispute(s)/difference(s)/issue(s) pending before Arbitral or Judicial proceedings, pendency of such proceedings shall not constitute any bar on commencement of Conciliation proceedings and Invitation for Conciliation, even if the Conciliation proceedings under this Article are on the same subject matter(s)/issue(s) as the Arbitral or Judicial proceedings.

23.3.3 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

23.3.4 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency

of Conciliation proceedings.

The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

24 VALIDITY OF BID SECURITY:

In case a bidder so desires, due to difficulties in submitting a Bid Security with extension clause, waiver from the extension Clause, the bidder may furnish the Bid Security in the form of a Bank Guarantee, valid upto 8 months from the Bid Due Date.

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE AND PADUR**

SECTION - III C

PAYMENT TERMS AND MODE OF PAYMENT

PAYMENT TERMS AND MODE OF PAYMENT

PAYMENT TERMS (In Partial modification of provision of GCP (IMP) clause no. 21 and GCP clause No. ,the following payment terms shall be applicable.)	
INDIGENOUS SUPPLIERS	
1.1.1	Where the MR is only for supply of materials and calls for Vendor Data Requirement.
	<ul style="list-style-type: none"> a) 5% on approval of drawings, wherever required (identified in Purchase Requisition, in at least Code 2) and manufacturing schedule. b) 80% (85% in cases where drawing approval is not required) against despatch documents through Bank on pro-rata basis together with full taxes, duties and transportation charges. c) 5% on receipt of Final / as built Drawings / Documents / Data / Manual in requisite number of copies / sets/ CDs as per VDR specified in Purchase Requisition. d) 10% on receipt and acceptance of goods/ equipment at site against submission of Performance Bank Guarantee valid for 3 months beyond guarantee period. <p>Note : In case of pumps, the 80%/85% payment shall be split in three parts as under :</p> <ul style="list-style-type: none"> i) 10% being released against placement of sub-orders for Castings and motors, against submission of equivalent bank guarantee. ii) 15% being released against receipt and identification of castings, by EIL nominated inspectors, against submission of equivalent bank guarantee. iii) Balance payment out of 80%/85% against despatch documents as above.
1.1.2	Supervision of Erection, Testing & Commissioning
	Payment shall be 100% pro-rata against monthly progressive bills to be submitted by Seller duly certified by Engineer-in-Charge. Payment shall be made within 30 days of submission of bills.
FOREIGN SUPPLIERS	
1.2.1	Where the MR is only for supply of materials and calls for Vendor Data Requirement.
	<ul style="list-style-type: none"> a) 5% on approval of drawings, wherever required (identified in Purchase Requisition, in at least Code 2) and manufacturing schedule through wire transfer. b) 90% (95% in cases where drawing approval is not required) against shipping documents through irrevocable Letter of Credit. c) 5% on receipt of Final / as built Drawings / Documents / Data / Manual in requisite number of copies / sets/ CDs as per VDR specified in Purchase Requisition through wire transfer. <p>Note : In case of pumps, the 90%/95% payment shall be split in three parts as under :</p> <ul style="list-style-type: none"> i) 10% being released against placement of sub-orders for Castings and motors, against submission of equivalent bank guarantee. ii) 15% being released against receipt and identification of castings, by EIL nominated inspectors, against submission of equivalent bank guarantee. iii) Balance payment out of 90%/95% against shipping documents as above.
1.2.2	Supervision of Erection, Testing & Commissioning
	Payment shall be 100% pro-rata against monthly progressive bills to be submitted by Seller duly certified by Engineer-in-Charge. Payment shall be made within 30 days of submission of bills.
NOTES :	
	i. Payment to indigenous suppliers may be released either through Electronic Clearing System (ECS)/ Electronic Fund Transfer (EFT)/ Real Gross Time Settlement (RGTS) or

	<p>through internet. In view of this, necessary details, such as name of bank, bank account no. etc., duly attested by bidder's bank must be submitted along with the offer.</p> <p>ii. Irrevocable Letter of Credit for payment to foreign suppliers shall be established in favour of the bidder in a bank in his country, for an appropriate amount, within 45 days of receipt of acceptance copy of PO along with PBG (wherever applicable). The Supplier shall furnish the unconditional acceptance of Purchase Order and Performance Bank Guarantee within 30 days of PO.</p>
	<p>iii. All payments (other than through L/C) shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.</p> <p>iv. All bank charges of respective bankers shall be to respective account.</p> <p>v. Seller shall submit Billing Schedule within three weeks after placement of PO for EIL's approval.</p> <p>vi. Sellers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by Project Manager.</p> <p>vii. Other than the payment terms given above, no other advance payments shall generally be payable. Any payment before despatch of material shall be considered as advance payment. If any Seller insists on advance payments, such advance payment (other than the ones given in payment terms in this ITB) shall be interest bearing @13% per annum (simple interest) on reducing balance, upto delivery period and shall be released only against equivalent Bank Guarantee. All bank guarantees against advance payments shall be valid up to contractual delivery date plus three months. Interest shall be adjusted while releasing the payment against despatch documents.</p> <p>viii. Similarly, advance payment for mobilization of site shall be interest bearing @13% per annum (simple interest).</p>
	TRANSPORTATION
2.1	<p style="text-align: center;">INDIGENOUS SUPPLIERS</p> <p>Indigenous suppliers are required to dispatch the goods on door delivery basis through any of the bank approved Transporters. Any deviation shall be subject to prior approval of Project Manager.</p>
2.2	<p style="text-align: center;">FOREIGN SUPPLIERS</p> <p>In case order is placed on FOB International port of exit basis, ocean transportation from FOB Port of Exit to the designated Indian Port (Mangalore) shall be arranged through EIL nominated freight forwarder. Bidder shall arrange handing over the material to nominated freight forwarder at the designated Port of Exit.</p> <p>The bidder will be required to furnish firm cargo details containing weight, dimensions, no. of packages, no. & type of containers required & Port of shipment. In case the actual cargo dispatched exceeds the cargo details furnished, the extra freight incurred by ISPRL will be to Supplier's account.</p> <p>The marine freight quoted should be kept valid for a period of four months beyond the date of issue of PO. EIL reserves the option to ask the bidder to arrange shipment at the quoted freight rates.</p>
	CURRENCY OF QUOTE
	<p style="text-align: center;">FOREIGN SUPPLIERS</p> <p>Foreign suppliers are required to submit prices only in a freely convertible currency. In case a foreign supplier is sourcing part of equipment/ services from India, prices of such equipment/ services shall be quoted in Indian Rupees only.</p> <p style="text-align: center;">INDIAN SUPPLIERS</p> <p>Indian suppliers are required to submit price in Indian Rupees.</p>

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE AND PADUR**

SECTION - III D

PRICE SCHEDULE FOR INDIAN BIDDERS

RFQ No. MS/6979-004-PA-MR-5010/1002

Item: PUMP-CENTRIFUGAL. HORIZONTAL (SPECIAL PURPOSE PROCESS) (CAT – II)

Name of Bidder: _____

Sr. No.	Tag No.	Item Description	Qty.	Amount in INR	
1	<u>SUPPLY OF ITEMS AS PER S NO. 01.00 OF MR</u>			Unit Price FOT Dispatch Point	Total Price FOT Dispatch Point
1.1	004-PA-CF-001A/B/C	CRUDE BOOSTER PUMP AS PER S NO. 01.01 OF MR	3 No.		
2	<u>SUPPLY OF MANDATORY SPARES AS PER S NO. 04.00 OF MR</u>			Total Price	
2.1	004-PA-CF-001A/B/C	MANDATORY SPARES AS PER S.NO. 04.01 OF MR.	LOT		
3	<u>TRANSPORTATION OF ITEMS</u>			<u>Transportation charges from vendor's works up to Project site (Excluding Cenvatable Service tax)</u>	
3.1	004-PA-CF-001A/B/C	CRUDE BOOSTER PUMP AS PER S NO. 01.01 OF MR & MANDATORY SPARES AS PER S.NO. 04.01 OF MR.	LOT.		
4	SUPERVISION OF ERECTION, TESTING AND COMMISSIONING AS PER MR.			RATES TO BE FURNISHED AS PER FORMAT-C	
5	SUPPLY OF TWO YEAR OPERATION AND MAINTENANCE SPARES AS PER MR.			PRICE TO BE FURNISHED AS PER FORMAT-D1	

Instructions / Confirmations

1. **All the items of MR shall be treated as single group for the evaluation and award.**
2. **Road freight quoted in this price schedule shall govern.**
3. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the bidder. In which case such corrections shall be rewritten and initiated by the person or persons signing the bid.
4. Quoted prices shall be strictly in accordance with the terms and conditions as specified in Bidding document. Bidder shall indicate Cenvatable + Ed. Cess, Cenvatable Sevice Tax, VAT payable in the state and Central Sales Tax in the Format-A1.
5. The quoted total prices of main equipments are inclusive of commissioning spares, mandatory spares, special tools and tackles etc., documentation, inspection and testing requirements, as specified in the Material Requisition.

Signature of Vendor

Name / Seal of Vendor:

FORMAT-A

6. Bidder shall furnish list of the following (prices of which are included in the quoted prices of the equipment) indicating item description, Qty.:
 - I. Mandatory Spares
 - II. Commissioning Spares
 - III. Special tools & tackles
7. Prices are quoted strictly as per the Price Schedule Format made available herein without altering any of the contents of the "Price Schedule Format".
8. The FOT Dispatch Point Price are inclusive of cost of imported raw materials/components and Imports Duty thereon, in case import of raw material/components is envisaged.
9. In the event of any import of raw materials/components, quoted prices are inclusive of inspection / certification charges and related expenses on such imported items/material by an international Third Party Inspection Agency by CEIL/Lloyds/BV/DNV/TUV/ABS/Moody.
10. ISPRL/EIL however reserves the right to conduct inspection of raw materials/components in addition to the aforesaid third party inspection for which there shall be no extra charges payable, as personal/incidental expenses, fee, boarding/lodging of ISPRL/EIL Inspectors shall be borne by the ISPRL/EIL.
11. Inspection/Certification of all the goods of Indian origin, shall be done by Owner for which no extra charges shall be payable. All personal/incidental expenses including boarding, lodging, tickets, travel expenses, fees etc. of the inspectors shall be borne by the ISPRL/EIL.
12. Firm CIF values of imported components and raw materials, if any, are mentioned against each quoted item. Description of goods and quantities to be imported against each item for the purpose of Essentiality Certificate, are to be furnished as per Annexure III to Agreed Terms & Conditions.
13. All the pages of the priced bid shall be signed by the authorized signatory. In case all the pages of priced bids are not signed, the bid shall be liable for rejection.
14. Bidder shall indicate "Q" (for quoted) / "NQ" (for Not Quoted) and 'NA' (for Not applicable) against respective item in all un-priced copies of the Price Schedule.

Signature of Vendor

Name / Seal of Vendor :

DETAILS OF TAXES & DUTIES PAYABLE EXTRA ON QUOTED PRICES

RFQ No. MS/6979-004-PA-MR-5010/1002

Item: PUMP-CENTRIFUGAL. HORIZONTAL (SPECIAL PURPOSE PROCESS) (CAT – II)

Name of Bidder: _____

S. No.	Description	Ceiling amount on which taxes / duties shall apply (Rs.)	Rate in %	Amount in INR	
				Cenvatable	Non Cenvatable
				Amount (Rs.)	Amount (Rs.)
1.	Excise Duty including education cess				
2.	Central Sales Tax Against Form-C			XXXXXXXXXXXX (Not Applicable)	
3.	VAT (Without any concession form)				
4.	Cenvatable Service Tax applicable on Supervision charges				XXXXXXXXXXXX (Not Applicable)
5.	Cenvatable Service Tax applicable on Freight charges				XXXXXXXXXXXX (Not Applicable)

Note:

- 1) **Taxes & Duties furnished in this format shall govern.**
- 2) Excise duty + Ed. Cess, VAT and Cenvatable Service Tax are excluded from the quoted price, as per the terms and condition defined in the Special Instructions To Bidder.
- 3) Non Cenvatable Service tax, if any, are included in quoted prices.
- 4) Any errors of interpretation of applicability of taxes / duties by the Bidder shall be to Bidder's account.
- 5) All new taxes / duties / cess / levies notified after the last date of submission of bid (final bid due date) but within contractual delivery / completion period, shall be to Owner's account.
- 6) The bidder shall furnish details of any special dispensation regarding concessional / exempted Taxes / Duties.

Signature of Vendor

Name / Seal of Vendor

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE AND PADUR**

SECTION - III E

PRICE SCHEDULE FOR FOREIGN BIDDERS

(APPLICABLE FOR FOREIGN BIDDERS)

RFQ No. MS/6979-004-PA-MR-5010/1002

Item: PUMP-CENTRIFUGAL. HORIZONTAL (SPECIAL PURPOSE PROCESS) (CAT – II)

Name of Bidder: _____

Sr. No.	Tag No.	Item Description	Qty.		
1	<u>SUPPLY OF ITEMS AS PER S NO. 01.00 OF MR</u>			FOB SEA PORT OF EXIT Price	
				Unit Price () Currency	Total Price () Currency
1.1	004-PA-CF-001A/B/C	CRUDE BOOSTER PUMP AS PER S NO. 01.01 OF MR .	3 No.		
2	<u>SUPPLY OF MANDATORY SPARES AS PER S NO. 04.00 OF MR</u>			Total Price	
2.1	004-PA-CF-001A/B/C	MANDATORY SPARES AS PER S.NO. 04.01 OF MR.	LOT		
3	<u>MARINE TRANSPORTATION OF ITEMS</u>			<u>Ocean freight up to Mangalore port of entry in India</u>	
3.1	110-CC-420	CRUDE BOOSTER PUMP & MANDATORY SPARES CRUDE BOOSTER PUMP AS PER S NO. 01.01 OF MR & MANDATORY SPARES AS PER S.NO. 04.01 OF MR.	LOT		
4	SUPERVISION OF ERECTION, TESTING AND COMMISSIONING AS PER MR.			RATES TO BE FURNISHED AS PER FORMAT-C	
5	SUPPLY OF TWO YEAR OPERATION AND MAINTENANCE SPARES AS PER MR.			PRICE TO BE FURNISHED AS PER FORMAT-D2	

Instructions / Confirmations

1. All the items of MR shall be treated as single group for the evaluation and award.
2. Ocean freight quoted in this price schedule shall govern.
3. In case of a foreign bidder sources supplies / services in India, if permitted as per Material Requisition, they shall fill the Format-A & Format-A1 duly indicating that quoted for components/ services sourced within India on top of the Format. The same shall be considered as part of their equipment price.
4. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the bidder. In which case such corrections shall be rewritten and initiated by the person or persons signing the bid.
5. Quoted prices shall be strictly in accordance with the terms and conditions as specified in Bidding Document.

Signature of Vendor

Name / Seal of Vendor:

FORMAT-B

6. The quoted total prices of main equipments are inclusive of commissioning spares, mandatory spares, special tools and tackles etc., documentation, inspection and testing requirements, as specified in the Material Requisition.
7. Bidder shall furnish list of the following (prices of which are included in the quoted prices of the equipment) indicating item description, Qty.:
 - I. Mandatory Spares
 - II. Commissioning Spares
 - III. Special tools & tackles
8. Prices are quoted strictly as per the Price Schedule Format made available herein without altering any of the contents of the "Price Schedule Format".
9. Quoted Prices are inclusive of Third Party Inspection/Certification by an international Third Party Inspection Agency by CEIL/Lloyds/BV/DNV/TUV/ABS/Moody.
10. EIL/Purchaser however reserves the right to conduct stage-wise & final inspection of raw materials/components/equipment in addition to the aforesaid Third Party Inspection, for which there shall be no extra charges, as personal/incidental expenses, fee, boarding/lodging of EIL/Purchaser's Inspectors shall be borne by the Purchaser.
11. All the pages of the priced bid shall be signed by the authorized signatory. In case all the pages of priced bids are not signed, the bid shall be liable for rejection.
- 12. Bidder shall indicate "Q" (for quoted) / "NQ" (for Not Quoted) and 'NA' (for Not applicable) against respective item in all un-priced copies of the Price Schedule.**

Signature of Vendor

Name / Seal of Vendor:

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE AND PADUR**

SECTION - IV A

**Terms & Conditions for Supervision of Erection,
Testing and commissioning**

TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING

RFQ No. MS/6979-004-PA-MR-5010/1002

Item: PUMP-CENTRIFUGAL. HORIZONTAL (SPECIAL PURPOSE PROCESS) (CAT – II)

- 1) a. Bidder shall quote only one per-diem rate applicable for days as specified in the bidding document, irrespective of deployment of supervisors of different discipline.
- 1) b. In case bidder intends to deploy both Indian (Resident) and Foreign (Expatriate) supervisors, the bidder shall quote separate per-diem rate, one each for Indian (Resident) supervisor and Foreign (Expatriate) supervisor. Also, the bidder shall specify the no. of man days required per package/train, separately for Indian (Resident) & Foreign supervisors.
- 1) c. Supervision charges for total man days as specified in bidding document will be taken for evaluation. However, the same shall be payable extra at actuals based on no. of consumed man days duly certified by site-in-charge.
- 1) d. Per-diem rate for Indian (Resident) Supervisor shall be quoted in Indian Rupees or in US\$ / Euro and for Foreign Supervisor it shall be quoted in Home Currency/US\$/EURO, subject to maximum of two currencies in pursuant to clause no. 12 of ITB.
- 1) e. Bidder shall quote per diem charges which shall include lodging, boarding, medical, all insurances including Bidder's personnel and third party insurance, income/corporate tax (as may be applicable) and all other incidental charges but excluding service tax and to and fro Air/Rail fare. The Service Tax shall be borne by ISPRL and Local Travel shall be provided by ISPRL.
- 2) a. **For Foreign (Expatriate) Supervisors :** To & fro air fare by economy class through most economical route preferably by Air India and by AC 2 Tier by Train/ by Air (Economy Class) within India upto ISPRL site, will be reimbursed at actuals.
- 2) b. **For Indian (Resident) Supervisors:** To and fro Train fare by AC 2 tier/ by Air (Economy Class) for travel to ISPRL Site will be reimbursed at actuals.
- 3) Per diem charges shall be payable from the day bidder's person reaches site upto the day he leaves the site. No payment will be made for travel days/period.
- 4) Bidder will be responsible for all liabilities towards corporate tax, personal income tax etc. (except Service Tax for their personnel deputed for the supervision job). Tax(s) as per Government policy, shall be deducted at source by Purchaser while making payments against each invoice.
- 5) Working hours prevailing at site, normally 8 hours/day - Monday through Saturday and holidays as applicable to Purchaser's site personnel shall apply.
- 6) Vendor's supervisory personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.
- 7) A notice period of 15 days will be given for mobilization of supervisory personnel for supervision of erection, testing & commissioning.
- 8) (i) Service rendered on Holiday shall be payable at the quoted per diem rate.
(ii) Overtime Charges shall be payable on pro-rata basis.

- 9) Per-diem rate/rates quoted by the bidder shall be valid for the period of ONE YEAR after the DATE OF ACTUAL DELIVERY.
- 10) Per Diem rates for Supervision shall be filled in “Annexure-I to Format-C” attached herewith:

Annexure-I to Format-C

RATES FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING

RFQ No. MS/6979-004-PA-MR-5010/1002

Item: PUMP-CENTRIFUGAL. HORIZONTAL (SPECIAL PURPOSE PROCESS) (CAT – II)

S. No.	Description	Unit	For Indian (Resident) Supervisor	Unit	For Foreign (Expatriate) Supervisor
1.0	Number of supervisory personnel required per item / package	Nos.		Nos.	
2.0	Per diem charges (per person) for 8 hours work on normal working days. (Please specify currency)	Currency _____		Currency _____	
3.0	Estimated time (number of days) for deployment of supervisor.	Nos.		Nos.	

Note: In case a bidder quotes more than one rate of supervision charges for discipline wise for Foreign & Indian supervisors, the maximum rate quoted shall be considered for evaluation for the days specified in the bidding document. However, payments shall be made based on actual man days consumed for respective discipline for Indian & Foreign supervisors.

Signature of Vendor

Name / Seal of Vendor :

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CRUDE OIL STRATEGIC STORAGE PROJECT AT MANGALORE AND PADUR

ATTACHMENT – II

1. SPECIAL PACKAGING REQUIREMENT

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002
PROJECT : Crude Oil Strategic Storage Project at Mangalore & Padur

ATTACHMENT-II

SPECIAL PACKAGING REQUIREMENTS

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.



INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

**CRUDE OIL STRATEGIC STORAGE PROJECT AT
MANGALORE AND PADUR**

BIDDING DOCUMENT NO.: MS/6979-004-PA-MR-5010/1002

**BIDDING DOCUMENT FOR
HORIZONTAL CENTRIFUGAL PUMPS**

**PROCUREMENT UNDER INTERNATIONAL
COMPETITIVE BIDDING**

**TECHNICAL
VOL.: II**

Prepared & Issued by:



Regd. Office : Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi - 110066

**PLEASE REFER DOCUMENT NAMED
"MATERIAL REQUISITION NO.
6979-004-PA-MR-5010 REV. A"
ATTACHED IN COLLABORATION FOLDER**