Public Private Partnership

Request for Proposal

for

Development and Operations of 4.0 MMT capacity, Commercial cum Strategic petroleum reserves including dedicated SPM and associated on-shore and off-shore pipelines on DBFOT (Design, Build, Finance, Operate and Transfer) basis under PPP (Public, Private Partnership) mode

At

Chandikhol, Odisha, India

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL)
(A wholly-owned subsidiary of OIDB)

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Date: 2026.10.31 11:07:45 IST

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Request for Proposal (RFP)

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Disclaimer

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including Applicant(s) or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that the Authority is bound to select the Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Glossary

ACI	As defined in Clause 2.2.4
AIF	As defined in Clause 2.2.2
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bid	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.1.9
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.9
Bidding Process	As defined in Clause 1.2.1
Commercial Cum Strategic Petroleum Reserve	As defined in Clause 1.1.4
Concession	As defined in Clause 1.1.7
Concession Agreement	As defined in Clause 1.1.6
Concessionaire	As defined in Clause 1.1.6
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Construction Experience	As defined in Clause 2.2.3
Damages	As defined in Clause 2.2.1(c)
DBFOT	As defined in Clause 1.1.4
Estimated Project Cost	As set out in Clause 1.1.8
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.2
Financial Bid	As defined in Clause 1.2.1
Government	Government of India
Grant	As defined in Clause 1.2.6 (a)
Highest Bidder	As defined in Clause 1.2.6 (b)
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
MMT	Million Metric Tonne
Net Worth	As defined in Clause 2.2.4
O&M Experience	As defined in Clause 2.2.3
Official Website	As defined in Cause 1.2.10
Premium	As defined in Clause 1.2.6 (a)
Project	As defined in Clause 1.1.4
Pre-qualification	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.4.2
Subject Person	As defined in Clause 2.2.1(c)(i)
SPM	As defined in Clause 1.1.4

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SPV	As defined in Clause 2.2.6
Technical Bid	As defined in Clause 1.2.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

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Invitation for Proposals

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1. INTRODUCTION

1.1 Background

1.1.1 Indian Strategic Petroleum Reserves Limited (hereinafter referred to as the "**Authority**") is a special purpose vehicle created by Government of India for building and operating the commercial cum strategic petroleum reserves in India. The Authority is a wholly owned subsidiary of Oil Industry Development Board (OIDB), under Ministry of Petroleum and Natural Gas (MoP&NG) Government of India.

1.1.2 Under Phase – I, the Authority built commercial cum strategic petroleum reserves in underground unlined rock caverns along with associated facilities for storage of 5.33 MMT of crude oil at three locations viz. Visakhapatnam (1.33 MMT), Mangalore (1.5 MMT) and Padur (2.5 MMT).

1.1.3 Under Phase-II, the Authority intends to build commercial cum strategic petroleum reserves in underground unlined rock caverns along with associated above ground facilities including dedicated SPM and associated pipelines (offshore and onshore) for storage of 6.5 MMT of crude oil at Chandikhol, Odisha (4.0 MMT) and Padur-II, Karnataka (2.5. MMT).

1.1.4 The Authority has decided to undertake development of Phase II commercial cum strategic petroleum reserves program on Design, Build, Finance, Operate and Transfer ("**DBFOT**") basis on PPP mode at Chandikhol, Odisha **("Commercial Cum Strategic Petroleum Reserves**").

Brief particulars of the Project are as follows:

Name of the Project	**Scope of Project**	**Estimated Project Cost (In Rs. cr.)**
Development and Operations of 4.0 MMT capacity, Commercial cum Strategic petroleum reserves including dedicated SPM and associated on-shore and off-shore pipelines at Chandikhol, Odisha on DBFOT (Design, Build, Finance, Operate and Transfer) basis under PPP (Public, Private Partnership) mode	DBFOT (Design, Build, Finance, Operate and Transfer) of Commercial Cum Strategic Petroleum Reserves (Unlined underground caverns along with associated above ground facilities), dedicated SPM, Onshore and offshore pipeline connectivity at Chandikhol, Odisha	INR 8,571 cr.

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The Authority intends to award the Project through an open international competitive bidding process in accordance with the procedure set out herein.

The scope of the Selected Bidder shall include the following:

- DBFOT (Design, Build, Finance, Operate and Transfer) of Commercial Cum Strategic Petroleum Reserves (unlined underground caverns along with associated above ground facilities), dedicated SPM, onshore and offshore pipeline connectivity at Chandikhol, Odisha. The detailed scope of work specifically provided under Appendix-VIII, (collectively, the "Project").

1.1.5 Deleted

1.1.6 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (the "**Concessionaire**") shall be responsible for designing, financing, development, management, and operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.7 The detailed terms and conditions for grant of the concession are set forth in the Concession Agreement, including *inter alia* the scope of the Concessionaire's services and obligations (the "**Concession**"). Detailed scope has been provided in Appendix-VIII.

1.1.8 **The Estimated Project Cost of** Commercial Cum Strategic Petroleum Reserves and SPM is INR 8,571 crores (Indian Rupees Eight Thousand Five Hundred and Seventy One Crores)**.** The assessment of actual costs, however, will have to be made by the Bidders.

1.1.9 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.1.10 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms

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thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first part (the "**Technical Bid**") of the process involves pre-qualification (the "**Pre-qualification**") of interested parties/ consortia who submit a Bid in accordance with the provisions of this RFP (the "**Bidders**"**,** which expression shall, unless repugnant to the context, include the Members of the Consortium). The second part of the process involves the financial proposals (the "**Financial Bid**") of the Bidders pre-qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the "**Bid**"). The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

Government of India has issued guidelines (see Appendix-VII) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.2 At the Pre-qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids.

1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Feasibility Report prepared by the Authority / consultants of the Authority containing the broad parameters of the Project (Commercial Cum Strategic Petroleum Reserves) (the "**Feasibility Report**") is also enclosed. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 44,00,00,000 (Indian Rupees Forty-Four Crore) (the "**Bid Security**"), refundable no later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to

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the Authority in the format provided at Appendix-IV or through online transfer in our designated bank account (please refer to clause 2.25.8 for bank account details) In case a bank guarantee is provided, its validity period shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.

1.2.6 (a) Bids are invited for the financial grant required by a Bidder for implementing the Project (the "**Grant**"). A Bidder may, instead of seeking a Grant, offer to pay a premium to the Authority in the form of Concession Fee in terms of the Concession Agreement (the "**Premium**"). The concession period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the Grant / Premium shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.7, the Project will be awarded to the Highest Bidder. Maximum quantum of Grant to be quoted for the Project shall be capped to INR 5,142 crores (Indian Rupees Five Thousand One Hundred and Forty-Two Crores Only)

(b) In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest Premium, and where no Bidder is offering a Premium, it shall mean the Bidder seeking the lowest Grant. Subject to the provisions of Clause 1.2.7, the Project will be awarded to the Highest Bidder.

(c) In case a Bidder seeks a Grant, it shall specify the amount thereof in its Bid. For the avoidance of doubt, it is clarified that a Bidder who seeks Grant cannot offer any Premium. The Grant shall be disbursed in accordance with the provisions of Article 26 of the draft Concession Agreement.

(d) In case a Bidder offers a Premium, it shall specify the amount thereof payable annually commencing from the day falling after 365 (three hundred and sixty five) days of occurrence of the Commercial Operations Date, and which shall be increased for each subsequent year by an additional [5% (five per cent)] of the Premium for the previous Accounting Year, subject to a maximum of [50% (fifty per cent))] of the Gross Revenue in the respective year, in accordance with the provisions of [Article 26] of the draft Concession Agreement.

1.2.7 Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none

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of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.8 The Concessionaire shall, in consideration of its investment and services, be entitled during the Operations Period to utilize the entire storage space of Commercial Cum Storage Petroleum Reserves for any commercial purpose including but not limited to trading, leasing, storage facility etc. in accordance with Article 21 of the draft Concession Agreement.

1.2.9 All queries by prospective Bidders must be sent only via email to the following email address only: deputy-ceo@isprlindia.com

All communications pertaining to the RFP shall clearly bear the following identification/ title:

RFP Notice No. *****
"RFP for Development and Operation of 4.0 MMT capacity, Commercial cum Strategic petroleum reserves including dedicated SPM and associated on-shore and off-shore pipelines on DBFOT (Design, Build, Finance, Operate and Transfer) basis under PPP (Public, Private Partnership) mode" At Chandikhol, Odisha, India
Dy. CEO, ISPRL
OIDB Bhawan, 3rd Floor, Plot No.2,
Sector-73, Noida-201301 India
Tel No:+91-120- 2594647
E-mail:deputy-ceo@isprlindia.com

1.2.10 The Official Website is:

http://www.isprlindia.com
Bidders are advised to visit this website regularly to keep them updated, for any changes/ modifications related to this RFP. E-Tendering methodology for online Bid submission is attached as Appendix-XIII

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	Date
1.	RFP Floating Date	31.10.2026
2.	Last date for receiving queries	25.11.2026
3.	Pre-Bid Conference - 1	01.12.2026

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4.	Authority response to queries latest by	15.12.2026
5.	Pre-Bid Conference – 2	if required
7.	Bid Due Date	26.02.2027 (15:00 hrs. IST)
8.	Opening of Technical Bids	26.02.2027
9.	Announcement of qualified Bidders	26.03.2027
10.	Opening of Financial Bid	02.04.2027
11.	Letter of Award (LOA)	04.05.2027
12.	Validity of Bids	180 days of Bid Due Date
13.	Signing of Concession Agreement	Within 45 days of award of LOA

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: *****

Time: 1100 hrs

Venue: *****

1.5 STATUS OF LAND AT CHANDIKHOL:

The acquisition process for about 400 acres of land at Chandikhol is in advance stage. _____.

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2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 The Feasibility Report of the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.

2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.4 The Technical Bid and Financial Bid should be furnished in the format at Appendix–I and Appendix-VI respectively along with all enclosures, duly signed in digital form by the Bidder's authorised signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The bid amount shall consist of a Grant or a Premium, as the case may be, to be quoted by the Bidder. Grant shall be payable by the Authority to the Concessionaire and the Premium shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this RFP and the provisions of the Concession Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.5 The Bidder shall deposit a Bid Security of INR 44,00,00,000 (Indian Rupees Forty Four Crore) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–IV.

2.1.6 The validity period of the Bank Guarantee shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the

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Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorising the signatory of the Bid to commit the Bidder.

2.1.8 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–III.

2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.10 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified[$]. In the event of disqualification, the Authority shall be entitled to

[$] The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies.

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forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 20%(twenty percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/

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parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(vii) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All bidders shall disclose details requested in Appendix-XI in this regard.

(d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for Qualification, a Bidder shall fulfil the following condition of eligibility:

Financial Capacity: The Bidder shall have a minimum Net Worth (the "**Financial Capacity**") of INR 21,50 ,00,00,000 (Indian Rupees Two Thousand One Hundred Fifty Crores) at the close of the preceding financial year. In case the Applicant is an AIF or Foreign Investment Fund, it should have a minimum ACI at the close of the preceding financial year[$] of Rs. INR 21,50,00,00,000 (Indian Rupees Two Thousand One Hundred Fifty Crores).

In case of a Consortium the combined Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above condition of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

[$]Bidder to note that the financial year shall be construed to mean twelve-month period that the Bidder / Member uses for financial reporting as required under the applicable law in the country in which the Bidder is incorporated.

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For the purpose of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "AIF" shall have the meaning as ascribed to the term 'alternative investment fund' under Regulation 2(1)(b) of the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 (as amended); and

ii. "Foreign Investment Fund" shall mean any pooled investment vehicle or investment fund which is registered or recognized with a securities market/banking regulator of a 'foreign jurisdiction'; and

"foreign jurisdiction" means a country, other than India, whose securities market regulator is a signatory to International Organization of Securities Commission's Multilateral Memorandum of Understanding (IOSCO's MMOU) (Appendix A signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India, and which is not identified in the public statement of Financial Action Task Force as a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply or a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies.

2.2.3 **Construction Experience**: Applicant shall submit an undertaking as per Appendix-I and Appendix-IX that in case it becomes the selected Bidder, it shall, forthwith and in any case not later than the Appointed Date under the Concession Agreement, demonstrate and fulfill the construction experience as detailed hereunder (the **"Construction Experience"**), either through itself/Associates or by way of entering into an agreement, with prior consent of the Authority, with an entity fulfilling the said Construction Experience relating to performance of its obligations for a period up till the date of commercial operation of the Project , failing which the Concession Agreement shall be liable to termination:

For demonstrating Construction Experience, selected Bidder or the entity contracted to by the selected Bidder shall, over the past 10 (ten) financial years immediately preceding the Bid Due Date, have paid for, or received payments for, construction / development of Eligible Project(s) such that the amount is:

- 80% of Estimated Project Cost from One Eligible Project, or
- 60% of Estimated Project Cost each from Two Eligible Projects, or
- 40% of Estimated Project Cost each from Three Eligible Projects, or
- 30% of Estimated Project Cost each from Four Eligible Projects

For the purpose of Construction Experience, the projects that will qualify as **"Eligible Projects"** are as follows:

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1) Oil & Gas projects: For the purpose of this RFP, oil & gas sector would be deemed to include oil or gas storage facilities (including underground cavern storage experience), oil or gas processing plants, LNG terminals and floating storage terminals.
2) Harmonized list of infrastructure projects: As specified in Appendix - X

During the execution of the Project, if the entity contracted to by the Selected Bidder fails to perform, it may be replaced with a suitable other entity fulfilling the above Construction Experience criteria, with the prior approval of the Authority.

O&M Experience:
In the event that the Applicant does not have the requisite O&M experience, it shall either enter into an agreement with an entity having the experience relating to the performance of O&M obligations or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination. Applicant shall submit an undertaking for O & M experience as per APPENDIX – IXA.

2.2.4 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following [$]:

Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4. For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

An AIF may also qualify on the basis of minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) subject to the maximum permissible investment limit for an AIF as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time), as applicable ("ACI").

[$]In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

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A Foreign Investment Fund may also qualify on the basis of minimum investible funds (i.e., immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) subject to the limits of investment in a single investee entity as prescribed by the securities market regulator or the banking regulator of the relevant jurisdiction of Foreign Investment Fund ("ACI"). In case of an AIF or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the Bid Due Date.

2.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "**SPV**"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming a SPV, comply with the following additional requirements:

(a) Number of members in a consortium shall not exceed 6 (six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;

(b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;

(c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, in the format at Appendix-III, signed by all the other Members of the Consortium;

(d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their financial other obligations;

(e) an individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;

(f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

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(g) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "**Jt. Bidding Agreement**"), for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

(i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

(ii) clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) commit the minimum equity stake to be held by each member;

(iv) commit that each of the members, whose Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

(v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and

(vi) and include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Appointed Date is achieved in accordance with the Concession Agreement; and

(h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

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2.2.8 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9 In computing the Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2 and 2.2.4, the Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Members, a person who controls, is controlled by, or is under the common control with such Bidder or Consortium Members, as the case may be (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.10 The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

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(c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below;

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein; and

2.2.11 While qualification is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Bid, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or

(b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive, and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12 In case the Bid Due Date falls within 6 (six) months of financial year closing date and Annual Report including Audited Financial Statements of immediate preceding financial year is not available, Bidder has the option to submit the Annual Report including Audited Financial Statements of the 5 (five) previous years immediately prior to the last financial year. In case the Bid Due Date falls within 6 (six) - 9 (nine) months of financial year closing date and Annual Report including Audited Financial Statements of immediate preceding financial year is not available, Bidder has the option to submit the Annual Report including Audited Financial Statements of the 5 (five) previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Annual Report including Audited Financial Statements. In case

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the Bid Due Date falls beyond 9 (nine) months of the financial year closing date, it is compulsory for the Bidder to submit the Annual Report including Audited Financial Statements of the immediate 5 (five) preceding financial years.

2.2.13 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

2.2.14 This RFP is not transferable.

2.2.15 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it will be qualified on the basis of Financial Capacity of those of its Consortium Members who shall until the 2nd (second) anniversary of the date of commercial operations of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

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2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in the control of a Consortium Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with this RFP, the Bidder shall be deemed to have the knowledge of the same, and shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to the Appointed Date under the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall, at the discretion of the Authority, be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall, at its sole discretion, be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Number of Bids and costs thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;
(b) received all relevant information requested from the Authority;

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(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

(f) acknowledged that it does not have a Conflict of Interest; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected.

2.7.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

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(i) invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. The Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.7.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.8 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bid

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Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Criteria for Evaluation
Section 4. Fraud & Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

I. Letter comprising the Technical Bid
II. Power of Attorney for signing of Bid
III. Power of Attorney for Lead Member of Consortium
IV. Bank Guarantee for Bid Security
V. Joint Bidding Agreement for Consortium
VI. Letter comprising the Financial Bid
VII. Guidelines of the Department of Disinvestment
VIII. Scope of Work
IX. Undertaking for Construction Experience
IXA. Undertaking for O&M Experience
X. Harmonized list of Infrastructure sub-sectors
XI. Provision for procurement from a bidder which shares a land border with India
XII. Integrity Pact
XIII. E-Tendering Methodology

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority only by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The Authority will post all the queries and its responses on the official Website without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its

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employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.10.2 Any Addendum thus issued hereunder shall be hosted on the website of the Indian Strategic Petroleum Reserves Limited.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.2 The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the authorised signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Application. The Bid shall contain page numbers.

2.13 Submission of Bids

2.13.1 The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the e-procurement platform of the Authority at the Official Website**,** duly signed in digital form by the authorised signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids

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in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.

2.13.2 The Bid is to be submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.

2.13.3 The documents comprising the Bid referred to in Clause 2.13.1 shall include:

(i) Technical Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
(ii) Bid Security in the format at Appendix-IV;
(iii) Power of Attorney for signing the Bid as per the format at Appendix-II;
(iv) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
(v) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-V;
(vi) Undertaking for construction and O & M experience in the format at Appendix-IX and IXA respectively ;
(vii) Provision for procurement from a bidder which shares a land border with India at Appendix-XI;
(viii) Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
(ix) Bidder's duly audited balance sheet and profit and loss account for the preceding five years;
(x) Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (iii) hereinabove; and
(xi) Financial Bid in the prescribed format (Appendix-VI).
(xii). Integrity Pact in the prescribed format (Appendix-XII)

2.13.4 The following documents shall be separately submitted in original to the person specified in the Clause 2.13.5 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

(a) Power of attorney as required under Clause 2.13.3 (iii) and Clause 2.13.3 (iv);
(b) Joint Biding Agreement as required under Clause 2.13.3 (v);
(c) Demand draft towards the cost of the RFP process as required under clause 1.2.1; and

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(d) Bank Guarantee / Demand Draft / Online RTGS/NEFT towards the Bid Security as required under Clause 2.25.

(e) Integrity Pact as required under Clause 6.5 in the prescribed format as per Appendix-XII

The envelope specified in this Clause 2.13.4 shall clearly bear the following identification:
"Enclosures of the Bid for Development and Operation of Commercial Cum Strategic Petroleum Reserves At Chandikhol, Odisha Project"

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.5 The envelope specified in Clause 2.13.4 shall be addressed to:

ATTN. OF:	Mr. Subodh Kumar Bajpai
DESIGNATION:	Dy. CEO
ADDRESS:	OIDB Bhawan, 3rd Floor, Plot No.2, Sector-73, Noida-201301 India
TELEPHONE NO:	+91-120- 2594647
E-MAIL ADDRESS:	deputy-ceo@isprlindia.com

2.13.6 Bids submitted by special messenger, fax, telex, telegram, e-mail , or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

2.14 Bid Due Date

2.14.1 The Bid specified in Clause 2.13.1 should be submitted before 14.00 hours IST on the Bid Due Date, on the Official Website as per the format and in the manner and form as detailed in this RFP.

2.14.2 For the purpose of submission of the Bid on the Official Website, registration of the Bidder with Official Website is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the Official Website. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).

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2.14.3 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.14.4 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Contents of the Bid

2.15.1 The Technical Bid shall be furnished in the format at Appendix–I along with all the information and documents (complete in all respects) as requested in this RFP.

2.15.2 The Financial Bid shall be furnished in the format at Appendix–VI and shall consist of a Grant or Premium, as the case may be, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Grant or Premium, as the case may be, required by it or offered by it, as the case may be, to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.15.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.16 Modifications/ substitution/ withdrawal of Bids

2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that the modification, substitution or withdrawal is received by the Authority prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

2.16.2 Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

2.17.1 The Authority shall open the Technical Bids at 1500 hours IST on the Bid Due Date, at the place specified in Clause 2.13.5 and in the presence of the Bidders who choose to attend.

2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

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2.17.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.17.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:

(a) it is received as per the specified format;
(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.3;
(c) it is signed and marked as stipulated in Clauses 2.12 and 2.13;
(d) it is accompanied by the Bid Security as specified in Clause 2.1.5;
(e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
(f) it contains all the information and documents (complete in all respects) as requested in this RFP;

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(g) it contains information in formats same as those specified in this RFP;
(h) it contains certificates from its statutory auditors[$] in the formats specified at Appendix-I of the RFP;
(i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
(j) it does not contain any condition or qualification;
(k) the original documents as stipulated under Clause 2.13.4 have been submitted by the Bidder; and
(l) it is not non-responsive in terms hereof.

2.19.2 A Financial Bid not conforming with the format specified at Appendix-VI shall not be considered as responsive to the requirements of the RFP.

2.19.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.20 Clarifications

2.20.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. PRE-QUALIFICATION AND BIDDING

2.21 Submission of Bid

The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

2.22 Pre-Qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for opening of their Financial Bids. All communications relating to Pre-qualification shall be uploaded on Official Website.

[$] In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

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The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.24 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

F. BID SECURITY

2.25 Bid Security

2.25.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least INR 1,000,00,00,000 crore (Indian Rupees One Thousand Crore), in favour of the Authority in the format at Appendix–IV (the "**Bank Guarantee**") and having a validity period of not less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.25.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at New Delhi (the "**Demand Draft**") OR through online transfer i.e. NEFT / RTGS. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.25.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.25.4 Save and except as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding

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process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.25.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.25.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.25.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if:

(a) a Bidder submits a non-responsive Bid;
(b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
(c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
(d) the Selected Bidder fails within the specified time limit -
    (i) to sign and return the duplicate copy of LOA; or
    (ii) to sign the Concession Agreement; or
    (iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.
(e) the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.25.8 **Bank Details of ISPRL for Online Transfer through NEFT / RTGS:**

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Account Name	**Indian Strategic Petroleum Reserves Limited**
Bank Name	**Union Bank of India**
Bank Address	**M-41, Connaught Circus Branch, New Delhi**
Account No.	**510101006023583**
Type of Account	**Current Account**
IFSC Code	**UBIN0901415**

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3. CRITERIA FOR EVALUATION

3.1 Evaluation of Bids

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by the Financial Capacity.

3.2 Financial information for purposes of evaluation

3.2.1 The Bid must be accompanied by the - Annual Reports including Audited Financial Statements of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made. This clause to be read in conjunction with Clause 2.2.12.

3.2.2 The Bidder must establish the minimum Net Worth/ACI specified in Clause 2.2.2, and provide details as per format at Annex-II of Appendix-I.

3.3 Pre-Qualification of Bidders

3.3.1 The credentials of eligible Bidders shall be measured in terms of their Financial Capacity.

3.4 Selection of Bidder

3.4.1 Subject to the provisions of Clause 2.7.1, the Bidders qualified in the Technical Bid shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the Bidders qualified in the Technical Bid on the scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend.

3.4.2 The Bidder whose Bid is adjudged as responsive in terms of Clause 2.19 and who quotes the highest Premium offered to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.4.3 In the event that two or more Bidders quote the same amount of Premium or Grant, as the case may be (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

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3.4.4 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the second and third highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said second Highest Bidder shall be the Selected Bidder.

3.4.5 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.4.4, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.4.6 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.4.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

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3.6 Bid Parameter

The Bid shall comprise a Grant or a Premium, as the case may be, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the highest Premium, and in case no Bidder offers a Premium, then the Bidder requiring the lowest Grant shall ordinarily be the Selected Bidder. The Grant/Premium comprising the Bid shall be offered in accordance with the provisions of Clause 1.2.6.

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4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidderor the Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. . In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidderor Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether

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during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

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5. PRE-BID CONFERENCE

5.1 A Pre-Bid Conference of the potential Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion, without assigning any reason and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Extend, withdraw, suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

(d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Concession Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

(a) Concession Agreement;

(b) the RFP.

i.e. the Concession Agreementat (a) above shall prevail over the RFP at (b) above.

6.5 ISPRL has implemented Integrity Pact in line with Government guidelines. The Integrity Pact document is enclosed as appendix XII. The said document is required to be duly signed in digital form on all the pages by the signatory of the bidder, who is authorized to signs the bid documents and, shall be submitted by the Bidder along with the techno-commercial bid documents. The Bidder's failure to submit

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Date: 2026.10.31 11:07:45 IST

the duly signed Integrity Pact shall result in the bid not being considered for further evaluation.

ISPRL has appointed following Independent External Monitors (IEMs).

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

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

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

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

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

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Appendices

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APPENDIX-I

Letter Comprising the Technical Bid

(Refer Clause 2.13.3)

Dated:

To,

……..
……..
……..

Sub: Bid for the .....Project

Dear Sir,

With reference to your RFP document dated....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the financing, development, augmentation, operation and management of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;

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(b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(e) I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

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12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.[£]

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 3/9/2016-DD-II dated 28th September, 2017 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VII thereof. I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 3/9/2016-DD-II dated 28th September, 2017, a copy of which forms part of the RFP at Appendix-VII thereof.

15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.

16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

17. I/ We acknowledge and agree that in the event of a change in control of a Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to commencement of the Appointed Date under the Concession Agreement , it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause
2.3.2 of the RFP without the Authority being liable to us in any manner whatsoever.

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule …….hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

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18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

21. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed in digital form, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix-II and Appendix-III respectively of the RFP, are also enclosed.

22. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.

23. I/ We hereby confirm that we shall comply with the Construction Experience and O&M requirements specified in Clause 2.2.3

24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

25. I/ We certify that in terms of the RFP, my/our Net Worth/ACI is Rs. …….. (Rupees .....).

26. I/ We offer a Bid Security of Rs.....(Rupees …… only) to the Authority in accordance with the RFP Document.

27. The Bid Security in the form of a {Demand Draft/ Bank Guarantee} has been submitted.

28. The documents accompanying the Bid, required to be submitted in original as specified in Clause 2.13.4 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid for Development and Operation of Commercial Cum Strategic Petroleum Reserves and the SPM at Chandikhol, Odisha Project” and the

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documents specified in Clause 2.13.3 have been uploaded/ are being uploaded on the Official Website.

29. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

30. The {Premium / Grant} has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

31. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

32. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the Appointed Date in accordance with the Concession Agreement.}[$]

33. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

34. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)
Place: Name and seal of the Bidder/ Lead Member

[$] This Paragraph shall be omitted if the Bidder is not a Consortium.

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ANNEX-I

Particulars of the Bidder

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:

5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.
   (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	**Name of Member**	**Role[$]**	**Percentage of equity in the Consortium[$$]**
1.			
2.			
3.			
4.			

[$]The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (d) and Annex-II.

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[$$]The percentage of equity should be in accordance with Clause 2.2.6 (a), (f) and (g).

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

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ANNEX-II

Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2 and 2.2.4 and 3.2 of the RFP*)

Name of single entity Bidder/ Consortium:

(In INR Crore[$])

Bidder type[$$]	**Member Code[£]**	**Net Worth/ACI[££]**
(1)	(2)	**Year 1** (3)
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

Name & address of Bidder's Bankers:

[$]For conversion of US Dollars to Indian Rupees, the rate of conversion shall be Indian Rupees 89 (Eighty Nine)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the RFP date and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

[$$]A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

[£] Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Financial

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Capacity relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.

[ff]The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

Instructions:

1. The single entity Bidder or Lead Member of the Consortium, as the case may be, shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the single entity Bidder or Lead Member of the Consortium and its Associates where the Bidder is relying on its Associate's financials;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within time stipulated in Clause 2.2.12, Bidder to refer to Clause 2.2.12.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 of the RFP document.
6. In case of ACI, the Applicant shall provide certificate (specifying methodology adopted) issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the Application Due Date.
7. In the event that credit is being taken for the Financial Capacity of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

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Certificate from the Statutory Auditor/ Company Secretary regarding Associate[$]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of …… (*name of the Applicant/ Consortium Member/ Associate*) is held, directly or indirectly[£], by ..... (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{*Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein.*}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory). Date:

[$] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law or by contract or otherwise, this certificate may be suitably modified and copies of the relevant law/documents may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

8. It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant capacity in computation of Net Worth.

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ANNEX-III

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

……..
……..
……..

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert member's name) will act as the Lead Member of our consortium.[$]

We have agreed that …….. (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

[$] Please strike out whichever is not applicable.

Stamp & Sign of Bidder

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Date: 2026.10.31 11:07:45 IST

APPENDIX-II

Power of Attorney for signing of Bid[$]

(Refer Clause 2.2.5)

Know all men by these presents, We ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the …… Project proposed or being developed by the …..... (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

Stamp & Sign of Bidder

Digitally signed by AJIT KUMAR CHOUDHARY
Date: 2026.10.31 11:07:45 IST

[$] To be submitted in original.

……
(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure*.
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Stamp & Sign of Bidder

Digitally signed by AJIT KUMAR CHOUDHARY
Date: 2026.10.31 11:07:45 IST

APPENDIX-III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the …….. ("the **Authority**") has invited applications from interested parties for the ..... Project (the "Project").

Whereas, ……., ……..,..... and …..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……..having our registered office at …….., M/s. ……..having our registered office at …….., M/s. ……..having our registered office at …….., and …….. having our registered office at …….., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at …..... , being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

Stamp & Sign of Bidder

Digitally signed by AJIT KUMAR CHOUDHARY
Date: 2026.10.31 11:07:45 IST

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …….. DAY OF …….2...…

For ……..
(Signature)
……..
(Name & Title)

For ……..
(Signature)

……..
(Name & Title)

For ……..
(Signature)

……..
(Name & Title)
Witnesses:

1.

2.

……

(Executants)

(To be executed by all the Members of the Consortium)

Stamp & Sign of Bidder

Digitally signed by AJIT KUMAR CHOUDHARY
Date: 2026.10.31 11:07:45 IST

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure*.
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Stamp & Sign of Bidder

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Date: 2026.10.31 11:07:45 IST

APPENDIX–IV

Bank Guarantee for Bid Security

(Refer Clauses 2.1.5 and 2.25.1)

B.G. No. Dated:

1. In consideration of you, ……..……, having its office at …..... , (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……(a company registered under the Companies Act, 1956/2013) and having its registered office at …… (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the …….. Project on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated …..... issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ……. (Indian Rupees .....only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be

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restricted to an amount not exceeding Rs. …… (Indian Rupees ….....only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be

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enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR …… crore (Indian Rupees..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by.....Bank

By the hand of Mr./Ms …….., its …….. and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

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APPENDIX-V

Joint Bidding Agreement

(Refer Clause 2.13.3)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. …… Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at ..... (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. ..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. {…… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at..... (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {…… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at..... (hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}[$]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

(A) Indian Strategic Petroleum Reserves Limited (ISPRL) (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**") by its Request for Proposal No. …… dated …… (the "**RFP**") for selection of Bidder for DBFOT (Design, Build, Finance, Operate And Transfer) Of Commercial Cum Strategic Petroleum Reserves at Chandikhol, Odisha (the "**Project**").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and

[¥] A Bidder who is registered abroad may substitute the words, viz "a company registered under the Companies Act, 1956/2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

[$] The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

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(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Financial Member of the Consortium; and}

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Financial Member/ Other Member of the Consortium.}

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the Appointed Date under and in accordance with the Concession Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member.

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6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows::

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose Net Worth have been reckoned for the purposes of qualification in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the

charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien,

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charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Appointed Date under the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
SIGNED, SEALED AND DELIVERED THIRD PART	SIGNED, SEALED AND DELIVERED FOURTH PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

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In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

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APPENDIX-VI

Letter comprising the Financial Bid

(Refer Clause 2.1.4)

(On Bidder's letter head)

(Date and Reference)

To,
.....
.....
.....
Dear Sir,
Subject: Financial Bid for .....Project

I/We,.....(Bidder's name) herewith submit the following Financial Bid for undertaking the Project in accordance with the Bidding Documents and the Concession Agreement:

I/We require a Grant of Rs…… (Indian Rupees.....).

OR

I/We offer a Premium of Rs…….. (Indian Rupees.....).

I/We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the authorised signatory)

[Note: The Financial Bidis to be submitted strictly as per this format on the Official Website only.]

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APPENDIX-VII

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 3/9/2016-DD-II-B
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
Dated 28th September, 2017.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment / adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. 'Grave Offence' is defined to be of such a nature that it outrages the moral sense of the community The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government. 'Grave Offence' would include the below noted cases:

   a. Only those orders of SEBI are to be treated as coming under the category of 'Grave Offences', which directly relate to 'Fraud' as defined in the SEBI Act and / or regulations.
   b. Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.
   c. Any conviction by Court of Law.
   d. In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government / conviction by a Court of Law for an offence committed by the bidding party or its Associate Company as defined in

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Companies Act, 2013 would result in disqualification. The decision in regard to the relationship interse between the concerns, would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order, based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a bidder, a Show Cause Notice as to why it should not be disqualified, would be issued to it and it would be given an opportunity to explain its position.

(g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above on the eligibility criteria prescribed in EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/Managers, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

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APPENDIX-VIII

Scope of Work

(Refer Clause 1.1.4)

1. Scope of Work

1.1. The scope of the Concessionaire will include the following on DBFOT basis:

- Construction, operation and maintenance of 4.0 MMT capacity of Commercial Cum Strategic Petroleum Reserves at Chandikhol; and
- Construction, Operation and Maintenance of SPM, onshore and offshore pipeline connectivity to the Commercial Cum Strategic Petroleum Reserve;

The Chandikhol crude oil storage facilities are envisaged to be designed with a "D" shaped cross section and the total capacity of proposed rock caverns facility is 4.0 MMT in Eight units, with four units having net capacity of 0.3 MMT and four units having net capacity of 0.7 MMT. The cost of increase in the number of caverns and associated facilities will not be considered as change of scope and no additional grant will be payable for the same. The Concessionaire shall transfer the Project at the end of the Concession Period.

The Concessionaire will undertake following as part of the development of the Project:

1.1.1. Design and Build

i. Access tunnels (from the surface with access portal to allow the heavy equipment for excavation of the rock caverns/ water curtain tunnels and execution of underground civil and installation works);

ii. Inlet and outlet shaft works and piping works (incl. vertical piping);

iii. Water curtain tunnels, water curtain pressurization system;

iv. Underground storage cavern excavation and other associated works through adoption of drill & blast method, excavation geological mapping, rock support system for cavern stability, geotechnical monitoring, pre- and post-grouting, storage containment system including water curtain boreholes, concrete plugs etc.;

v. Underground mechanical works like in cavern pipe manifolds, casings, submersible pumps, and associated instrumentations etc.;

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vi. Concrete works such as plugs in the access tunnels, separation walls in connection tunnels between caverns, mass filling in shafts concreting of base of caverns / water curtain tunnels / Access tunnel as applicable.

vii. Lighting, ventilation and dewatering system;

viii. Rock debris removal, transport and safe disposal;

ix. Above ground facilities including surface installations like connectivity to the existing facilities and additional new pipelines, metering skids, booster pumps, cavern shaft tops, effluent treatment plant, firefighting systems, station, PLC and DCS control system, SCADA monitoring system, Tank Farm Management System, storm water reservoir, diesel oil tanks, LPG mounted storage and pumping, boiler and PSA skids for nitrogen for cavern inertisation Control room and administrative block , security cabin , internal roads/pavements Control room and Office furniture .etc. (All civil, mechanical, electrical and instrumentation works / systems required to complete the project in all respects)

x. SPM, onshore and offshore pipeline connectivity to the Commercial Cum Strategic Petroleum Reserves.

xi. The Concessionaire shall prepare the design of SPM, on shore and offshore pipelines and procure necessary permissions / Right of User in Land (ROU/ROW) for construction and operation of SPM. Onshore and offshore pipelines.

xii. Concessionaire shall also finalize the route of on-shore and off shore cross country pipeline for connectivity between SPM and underground reserves.

xiii. Concessionaire shall take all necessary NOC (No Objection Certificate) / permissions for setting up the entire project except for the ones which are in scope of Authority.

xiv. Calibration of Underground caverns and associated pipelines (Off shore and on shore pipelines)

xv. The concessionaire shall also obtain suitable power connection from State electricity board for temporary and permanent power as required.

xvi. Concessionaire shall also arrange to commission the project by pumping crude from SPM to the U.G. Caverns

xvii. Concessionaire shall finance the entire project and its operations including maintenance from design to operations and to transfer stage. Authority ‘s funding shall be limited to grant sought by the bidder. Concessionaire shall also fund cost of crude and its transportation to and from for receiving and

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dispatching as applicable. Concessionaire shall also arrange to pay license fees required for obtaining NOC's / licenses, and renewals over the concession period. Any updating / replacement of equipment's getting obsolete shall be done by Concessionaire at his own cost.

xviii. Concessionaire may arrange insurance policies for assets and crude to protect against any untoward incidents / third party liability etc. Authority shall in no way be responsible for such claims.

The Authority through its agencies shall review the basic design and detailed design of critical areas of the underground and aboveground facilities.

1.1.2. Crude Oil Filling and Storage Inventory Management

i. In case, the Authority drawdown on the crude oil from the Commercial Cum Strategic Petroleum Reserves, the Authority shall pay to the Concessionaire an amount equivalent to the quantity of crude oil withdrawn as per the prevailing crude oil prices. The events of drawdown on the crude oil are provided below:

a) In the event of any oil shortage or anticipated oil shortage in India as notified to the Authority by the Ministry of Petroleum and Natural Gas, Government of India (known as an "Oil Shortage Event"[1]), the Authority shall notify Concessionaire of the occurrence of the Oil Shortage Event.

b) During such Oil Shortage Event, the Authority shall have the right to drawdown any available, stored crude oil as specified by the Authority in its notification to Concessionaire of such Oil Shortage Event which, in any event, shall not exceed the total Commercial Cum Strategic Petroleum Reserves capacity.

Prevailing crude price shall be as the [FOB price of crude oil identified in storage and as published by Platts Crude Oil Marketwire] on the day immediately preceding such drawdown and the exchange rate for such payment shall be calculated in accordance with the rates prescribed by the Reserve Bank of India on the day immediately preceding such drawdown. In case the Platts Crude Oil Marketwire index ceases to exist, any other similar index will be used on mutual agreement between Authority and the Concessionaire.

[1] 'Oil Shortage Event' shall mean an event determined by the Authority to be a national energy supply shortage which:
(a) is, or is likely to cause a significant reduction in supply of oil in India;
(b) may cause major adverse impact on national safety or the national economy;
(c) results, or is likely to result, from (i) an interruption in the supply of imported petroleum products, (ii) an interruption in the supply of domestic petroleum products, or (iii) on account of sabotage, or (iv) on account of an act of God;
(d) may cause a significant price increase of oil which has the ability to cause a major adverse impact on the national economy; or
(e) an event that is determined to be an 'Oil Shortage Event' through a notification issued by the Authority or any other Government Authority.

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1.2. The Concessionaire shall be provided the site free from all encumbrances and occupations by the Authority on lease basis.

1.3. The Authority shall obtain all applicable permits and clearances as provided below and transfer to the Concessionaire within a specified period as per the terms of Concession Agreement as a condition precedent to the Appointed Date under the Concession Agreement:

- Environmental clearance
- Approval under the Applicable Laws to enable crude transportation (including coastal movements) by foreign vessels from Commercial Cum Strategic Petroleum Reserves
- Mandate National Oil Marketing Companies to include the Commercial Cum Strategic Petroleum Reserves location as a part of crude offtake point

The Authority shall facilitate the Concessionaire in obtaining the following clearances:

- Blasting Permission from PESO for excavation
- Approval from department of Mines and Geology for excavation
- Approval from State Pollution Control Board
- Forest Clearance
- Approvals relating to the use of the waterfront to access the single point mooring
- Coastal regulation zone ("CRZ") approval
- ROW and ROU for the cross country pipelines
- Any other permit/NOC/Clearance required for completing the obligations of the Concessionaire

At the end of concessionaire period, all the assets shall be transferred to Authority in safe working condition as evaluated by third party.

1.4. The Concessionaire is entitled to use the debris and the land above the cavern which is available post surface installations for commercial activities in line with the applicable laws and regulations. Any taxes leviable on sale of rock debris shall be borne by the concessionaire.

1.5. The Concessionaire is entitled to utilize the entire crude oil storage space of Commercial Cum Strategic Petroleum Reserves for any commercial purposes including but not limited to trading, leasing, storage facility etc. in accordance with applicable laws and regulations with first right of refusal to Government at the time of Oil Shortage Events at prevailing crude price.

1.6. The Concessionaire shall inform the Authority within 24 (twenty four) hours from the end of each quarter, the Available Space in the Commercial Cum Strategic

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Petroleum Reserves and inform the Authority if the Available Space has been booked to be filled under any existing contracts or orders with a third party, when the Available Space will be filled up under such existing third party contracts (**Availability Report**).

If the Availability Report does not specify any existing orders to fill up the Available Space, then the Authority may issue a notice to the Concessionaire within 4 (four) days of the receipt of the Availability Report, requiring the Concessionaire to provide such Available Space to the Authority starting from 60 (sixty) days from the date of such notice, [at the lowest rental being charged by it from a third party for similar duration] for allowing the Authority to store petroleum for such period as may be prescribed in the notice. The Authority will be treated as the Most Preferable Customer by the concessionaire. If the Authority exercises such right then the Concessionaire shall be bound to provide the Available Space as required in the notice to the Authority. The Concessionaire shall not enter into any contracts or arrangements with a third party for the use of such Available Space as taken over by the Authority till such time as provided in the notice. If the Authority does not issue the notice as required under this clause within the time period as specified then the Concessionaire shall be free to enter into new contracts with a third party for the Available Space.

For the purposes of this clause the terms shall have the following meaning:

"**Available Space**" shall mean the space in the Commercial Cum Storage Petroleum Reserves which is free and available to be used and which is not likely to be filled up or tied up for use for storing crude oil for the next 90 days.

In the event there is no Available Space and the Authority requires the stored crude oil for storage, then Authority may issue a notice to the Concessionaire stating the quantity of crude oil it requires within 4 (four) days of the Availability Report. If the Concessionaire agrees to sell such quantity of crude oil stored at the Commercial Cum Strategic Petroleum Reserves to the Authority or if the Parties mutually agree on any other quantity of crude oil to be sold, then the Authority may procure such quantity of crude oil at the prevailing market rate and store it at the Commercial Cum Strategic Petroleum Reserves and pay the lease rental at the lowest rental being charged by it from a third party for similar duration for the use of the space for storing such quantity of crude oil for such duration as may be notified by the Authority in the abovementioned notice. The Authority will be treated as the Most Preferable Customer by the Concessionaire.

"**Most Preferable Customer**" shall mean that the Concessionaire shall provide the space for lease in the Commercial Cum Strategic Petroleum Reserves to Authority on no less favorable terms, at the best price it gives to any third party, and shall prefer Authority over any other third party in providing such space.

Stamp & Sign of Bidder

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APPENDIX-IX

Undertaking for Construction Experience

(Refer Clause 2.2.3)

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

……..
……..
……..

Dear Sir,

We refer to the Request for Proposal dated _____ including any corrigendum / addendum issued there to (collectively referred to as the "RFP") issued by the Authority in connection with the captioned Project.

We, in response to the RFP, have submitted our Application for the Project and in terms of Clause 2.2.1, hereby agree, confirm and undertake to the Authority that in the event of our Bid being accepted by the Authority and the Project being awarded to us, we shall, forthwith and in any case not later than the Appointed Date under the Concession Agreement, demonstrate and fulfill the Construction Experience as outlined in Clause 2.2.3 of the RFP, for undertaking and performing the necessary mandatory works in connection with the Project in accordance with the terms of the Concession Agreement either:

(i) ourselves as the Applicant/Bidder/ through Associates, or
(ii) entering into a suitable legally binding agreement, with prior approval of the Authority, with an entity who fulfils the afore mentioned Construction Experience and is allowed to do business in India as per Applicable Laws

and such agreement(s) shall be in conformity with the provisions of the RFP and the Concession Agreement.
In the event we are unable to secure and furnish to the Authority on or before the Appointed Date, in the form and manner satisfactory to the Authority, suitable legally binding agreement as above for undertaking and performing the necessary obligations, the Authority shall be entitled in its sole and absolute discretion and without any reference to us, take such action against us as suitable, including terminating the Concession Agreement and appropriate the Performance Security/Bid Security, as it may deem fit. And we agree that any decision of the Authority in this regard shall be final and binding on us.

All capitalized terms used herein unless specifically defined shall have the meaning as ascribed under the RFP.
Thanking you,

Stamp & Sign of Bidder

Digitally signed by AJIT KUMAR CHOUDHARY
Date: 2026.10.31 11:07:45 IST

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

Stamp & Sign of Bidder

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APPENDIX-IXA

Undertaking for O&M Experience

(Refer Clause 2.2.3)

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

…….

……..

……..

Dear Sir,

We refer to the Request for Proposal dated _____ including any corrigendum / addendum issued there to (collectively referred to as the "RFP") issued by the Authority in connection with the captioned Project.

We, in response to the RFP, have submitted our Application for the Project and in terms of Clause 2.2.1, hereby agree, confirm and undertake to the Authority that in the event of our Bid being accepted by the Authority and the Project being awarded to us, we shall, forthwith and in any case not later than the Appointed Date under the Concession Agreement, demonstrate and fulfill the O&M as outlined in Clause 2.2.3 of the RFP, for undertaking and performing the necessary mandatory works in connection with the Project in accordance with the terms of the Concession Agreement either:

(i) ourselves as the Applicant/Bidder/ through Associates, or
(ii) entering into a suitable legally binding agreement, with prior approval of the Authority, with an entity who fulfils the aforementioned O&M Experience and is allowed to do business in India as per Applicable Laws.

and such agreement(s) shall be in conformity with the provisions of the RFP and the Concession Agreement.

In the event we are unable to secure and furnish to the Authority on or before the Appointed Date, in the form and manner satisfactory to the Authority, suitable legally binding agreement as above for undertaking and performing the necessary obligations, the Authority shall be entitled in its sole and absolute discretion and without any reference to us, take such action against us as suitable, including terminating the Concession Agreement and appropriate the Performance Security/Bid Security, as it may deem fit. And we agree that any decision of the Authority in this regard shall be final and binding on us.

Stamp & Sign of Bidder

Digitally signed by AJIT KUMAR CHOUDHARY
Date: 2026.10.31 11:07:45 IST

All capitalized terms used herein unless specifically defined shall have the meaning as ascribed under the RFP.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

Stamp & Sign of Bidder

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APPENDIX-X

Harmonized list of Infrastructure sub-sectors

S. No.	Category	Infrastructure sub-sectors
1.	Transport and Logistics	• Roads and bridges • Ports[1] • Shipyards[2] • Inland Waterways • Airport • Railway track including electrical & signalling system, tunnels, viaducts, bridges • Railway rolling stock along with workshop and associated maintenance facilities • Railway terminal infrastructure including stations and adjoining commercial infrastructure • Urban Public Transport (except rolling stock in case of urban road transport) • Logistics Infrastructure[3] • Bulk Material Transportation Pipelines[4]
2.	Energy	• Electricity Generation • Electricity Transmission • Electricity Distribution • Oil/Gas/Liquefied Natural Gas (LNG) storage facility[5] • Energy Storage Systems (ESS)[6]
3.	Water Sanitation	• Solid Waste Management • Water treatment plants • Sewage collection, treatment and disposal system • Irrigation (dams, channels, embankments, etc.) • Storm Water Drainage System
4.	Communication	• Telecommunication (fixed network)[7] • Telecommunication towers • Telecommunication & Telecom Services • Data Centres[8]

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5.	Social and Commercial Infrastructure	• Education Institutions (capital stock) • Sports Infrastructure[9] • Hospitals (capital stock)[10] • Tourism infrastructure viz. (i) three-star or higher category classified hotels located outside cities with population of more than 1 million, (ii) ropeways and cable cars • Common infrastructure for Industrial Parks and other parks with industrial activity such as food parks, textile parks, Special Economic Zones, tourism facilities and agriculture markets • Post-harvest storage infrastructure for agriculture and horticultural produce including cold storage • Terminal markets • Soil-testing laboratories • Cold Chain[11] • Affordable Housing[12]
		• Affordable Rental Housing Complex[13] • Exhibition-cum-Convention Centre[2]

[1] Includes Capital Dredging

[2] "Shipyard" is defined as a floating or land-based facility with the essential features of waterfront, turning basin, berthing and docking facility, slipways and/or ship lifts, and which is self sufficient for carrying on shipbuilding/repair/breaking activities.

[3] "Logistics Infrastructure" means and includes Multimodal Logistics Park comprising Inland Container Depot (ICD) with minimum investment of Rs 50 crore and minimum area of 10 acre, Cold Chain Facility with minimum investment of Rs 15 crore and minimum area of 20,000 sft, and/or Warehousing Facility with investment of minimum Rs 25 crore and minimum area of 1 lakh sq ft. [4] Includes Oil, Gas, Slurry, Water supply and Iron Ore Pipelines [5] Includes strategic storage of crude oil.

[6] Includes dense charging infrastructure and grid scale Energy Storage Systems (ESS) with a minimum qualifying capacity of 200 MW-Hr, provided that ESS is not being established on merchant basis.

[7] Includes optic fibre/wire/cable networks which provide broadband / Internet.

[2] "Exhibition-cum-Convention Centre" is defined as Exhibition and Convention Centre Projects with minimum built-up floor area* of 100,000 square metres of exclusively exhibition space or convention space or both combined.

* Built up floor area includes primary facilities such as exhibition centres, convention halls, auditoriums, plenary halls, business centres, meeting halls etc.

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[8] Data Centre housed in a dedicated/centralized building for storage and processing of digital data applications with a minimum capacity of 5 MW of IT load.

[9] Includes the provision of Sports Stadia and Infrastructure for Academies for Training/Research in Sports and Sports-related activities.

[10] Includes Medical Colleges, Para Medical Training Institutes and Diagnostics Centres.

[11] Includes cold room facility for farm level pre-cooling, for preservation or storage of agriculture and allied produce, marine products and meat.

[12] "Affordable Housing" is defined as a housing project using at least 50% of the Floor Area Ratio (FAR)/Floor Space Index (FSI) for dwelling units with carpet area[@] of not more than 60 square meters. [13] "Affordable Rental Housing Complex" means a project to be used for rental purpose only for urban migrant/poor (EWS/LIG categories) for a minimum period of 25 years with basic civic infrastructure facilities such as water, sanitation, sewerage/ septage, road, electricity along with necessary social/commercial infrastructure and the initial rent fixed by Local Authority/ Entities based on local survey of surrounding area wherein the project is situated.

Project means a listed project having at least 40 Dwelling Units of double room or single room or equivalent Dormitory Units or a mix of all three in any ratio but not more than one third of total built up area under double bedrooms units.
Dwelling Units (DUs) means a unit comprising of double bed room with living area, kitchen, toilet and bathroom of up to 60 square meters carpet area[@] or single bed room with living area, kitchen, toilet and bathroom of up to 30 square meters carpet area[@].

Dormitory Units means a set of 3 Dormitory Bed with common kitchen, toilet and bathroom in 30 square meters carpet area[@] meaning 10 square meters carpet area[@] per Dormitory Bed.

[@] "Carpet Area" shall have the same meaning as assigned to it in clause (k) of section 2 of the Real Estate (Regulation and Development) Act, 2016.

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APPENDIX-XI

PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

(Refer Clause 2.2.1)

1. Order (Public Procurement No. 1) dated 23 July 2020, Order (Public Procurement No. 2) dated 23 July 2020 and Order (Public Procurement No. 3) dated 24 July 2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23 July 2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"**Bidder from a country which shares a land border with India" for the purpose of this:

(i) An entity incorporated, established or registered in such a country; or

(ii) A subsidiary of an entity incorporated, established or registered in such a country; or

(iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(iv) An entity whose beneficial owner is situated in such a country; or

(v) An Indian (or other) agent of such an entity; or

(vi) A natural person who is a citizen of such a country; or

(vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

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(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

- "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"**Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as **Appendix-XIA.** If such certificate given by a bidder whose bid is accepted is found to be false, the Bid shall be rejected and shall be liable for other actions like placement on Suspension / Banning or encashment of Bid Security. However, if this is found after order placement, this would be a ground for immediate termination and further legal actions in accordance with Law / Provisions of Bidding Document including suspension / Banning and encashment of Bid Security.

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8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the Bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. The Successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Appendix-XIB**.

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Appendix – XIA

UNDERTAKING ON LETTERHEAD

To,

M/s ISPRL

_____

SUB:
TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____***(Name of Bidder)*** is:

(i)	Not from such a country	[ ]
(ii)	If from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)	[ ]

(Bidder is to tick appropriate option (☑ or ☒) above).

We hereby certify that bidder M/s_____***(Name of Bidder)*** fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Stamp & Sign of Bidder

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Appendix – XIB

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING

To,

M/s ISPRL

_____

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_***(Name of Bidder)*** is:

(i) not from such a country [ ]

(ii) if from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) [ ]

(Bidder is to tick appropriate option (☑ or ☒) above).

We further certify that bidder **M/s _____(Name of Bidder)** will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder **M/s_____(Name of Bidder)** fulfills all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

Stamp & Sign of Bidder

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Date: 2026.10.31 11:07:45 IST

APPENDIX – XII
INTEGRITY PACT

INTEGRITY PACT
Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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For the Principal For the Bidder/Contractor/Supplier

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Section 2 - Commitments of the Bidder / Contractor/Supplier

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

a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidders(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.

e) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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For the Principal For the Bidder/Contractor/ Supplier

Stamp & Sign of Bidder

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(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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For the Principal For the Bidder/Contractor/ Supplier

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

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

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

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

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

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

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CEO & MD ISPRL.

(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentially.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

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For the Principal For the Bidder/Contractor/ Supplier

Stamp & Sign of Bidder

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(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the CEO & MD ISPRL within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section 9 - Pact Duration

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

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

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For the Principal For the Bidder/Contractor/ Supplier

Stamp & Sign of Bidder

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Section 10 - Other provisions

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

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

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

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

For the Principal	For the Bidder/Contractor/ Supplier
Place ……	Witness 1 : ……. (Signature/Name/Address)
Date …….	Witness 2 : ……. (Signature/Name/Address)

Stamp & Sign of Bidder

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APPENDIX – XIII

E-Tendering Methodology for Online Bid submission

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under https://isprl.ewizard.in

These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on https://isprl.ewizard.in the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on may be obtained at:

https://isprl.ewizard.in

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal with clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on portal https://isprl.ewizard.in
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprochelpdesk.101@gmail.com for activation of your account.

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SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender processing fee of Rs.7,500 + 18 % GST (NON REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay fee, tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by ISPRL.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

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4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings

For any clarification in using https://isprl.ewizard.in

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact (as given below) for any query related to e-tendering)

Mr. Abhishek Kumar:-9355030617, Helpdesk No.011-49606060

Mail id: - eprochelpdesk.19@gmail.com

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