



**NAYARA ENERGY LIMITED**  
(Formerly known as Essar Oil Limited)

**TENDER DOCUMENT**

**FOR**

**SUPPLY & COMMISSIONING OF  
DIGITAL TYRE INFLATOR AND AIR COMPRESSOR**

**AT**

**NAYARA ENERGY LIMITED  
RETAIL OUTLETS ON PAN INDIA BASIS**

Nayara Energy Limited, 5<sup>th</sup> Floor , Jet Airways Godrej BKC ,  
Plot No C – 68 ,G Block , Bandra Kurla Complex ,  
Bandra East , Mumbai – 400051 ,  
Maharashtra , India

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**DEFINITIONS,  
ABBREVIATIONS  
&  
INTERPRETATIONS**

## DEFINITIONS

1. **'Applicable Law'** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State of Maharashtra and/or Rajasthan, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
2. **'Nayara Energy Limited' formerly known as Essar oil limited is referred hereunder & here after as "Company" and/or "NAYARA ENERGY LIMITED"**.
3. **'Approved'** shall mean approved in writing including subsequent written confirmation of previous verbal Approval and 'Approval' means approved in writing including as aforesaid.
4. **'Asset'** shall mean asset includes all Tanks, DU's along with all accessories etc., available in Retails Outlet / Site.
5. **'Bid / Bid Document'** shall mean the bid submitted by the Bidder/Vendor/Bidder/Vendor in response to the Tender Documents issued by the NAYARA ENERGY LIMITED (Nayara Energy Limited)
6. **'Bid Deadline'** shall mean the last date & time for submission of bid as specified in this tender.
7. **'Bidder/Vendor'** shall mean any firm, Company or party who quotes against this enquiry.
8. **'Contract'** shall mean the PO between NAYARA ENERGY LIMITED and the Bidder/Vendor for the execution of the works including therein all documents such as the invitation to tender, instructions to Bidder/Vendors, Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed variations, if any etc.
9. **'Change Order'** means an order given in writing by NAYARA ENERGY LIMITED to effect additions, variations, or deletion from Original order. The vendor shall abide by such change orders by the company as deemed fit in the interest of the work.
10. **'Construction Equipment'** means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, commissioning, checking, inspecting, operation or maintenance of the work.
11. **'Vendor'** means the person or the persons, firm or Company whose tender has been accepted by the NAYARA ENERGY LIMITED and includes the vendor's legal heirs, representative, successor(s) and permitted assignees

12. **'CODO'** shall mean Company owned and Dealer operated Retail Outlet.
13. **'DODO'** shall mean Dealer owned and Dealer operated Retail Outlet.
14. DTI & AC shall means Digital tyre inflator and air compressor.
15. **'DAYS'** means a day of 24 hours from mid night irrespective of the number of hours worked in that day.
16. **'Delivery Date'** shall mean the date by which all the required automation materials shall be delivered to Retail Outlet.
17. **'Drawings'** shall include maps, plans and tracings or prints thereof with any modifications approved in writing by NAYARA ENERGY LIMITED and such other drawings as may, from time to time, be furnished or approved in writing by the NAYARA ENERGY LIMITED. The latest version of drawings to be only referred by the vendor.
18. **'Eligibility Criteria'** shall mean the eligible criteria as set forth in this tender, for techno-commercial as well as financial bid.
19. **'Nayara Energy Limited'** shall mean the person nominated by the NAYARA ENERGY LIMITED from time to time and shall include those who are expressly authorized by the NAYARA ENERGY LIMITED to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract. Nayara Energy limited is also referred as "company" here after at various places in the bid document.
20. **'Force Majeure'** means an event or circumstance including its effect which is beyond the reasonable control of the either party as set forth in this tender.
21. **'Franchisee'** Franchisees of NAYARA ENERGY LIMITED that operate various ROs which are owned/taken on lease by NAYARA ENERGY LIMITED with whom NAYARA ENERGY LIMITED has entered into a franchisee agreement.
22. **'Facilities'** means the Plant and Equipment's of the company, Franchisee on which retail automation for NAYARA ENERGY LIMITED Retail Outlet pan India shall be supplied, installed , commissioned etc.
23. **'Final Acceptance Certificate'** in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by NAYARA ENERGY LIMITED / by appointed Third Party.

24. **'Government / Authority'** means Government of India , union territories and government of various states or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Supplier/Bidder/Vendor/, the Project, or the performance of all or any of the services, obligations or covenants of Supplier/Bidder/Vendor/r under or pursuant to this Contract or any portion thereof.
25. **'Net Worth'** shall mean as per Companies Act. 2013 and amendment, if any.
26. **'Party/Parties'** shall mean NAYARA ENERGY LIMITED, Bidder/Vendor & Vendor.
27. **'PCODO'** shall mean Partially Company owned and Dealer operated Retail Outlet
28. **'Parent company'** shall mean a company, which holds more than 50%equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing Project.
29. **'Project Manager'** shall mean the Project Manager of NAYARA ENERGY LIMITED, or any person so appointed, nominated or designated.
30. **'Retail Outlet (RO)'** shall mean Retail Outlet site where NAYARA ENERGY LIMITED carries on the Petroleum business through its franchisees wherein the automation related materials supply, installed , commissioned shall be delivered by the Bidder/Vendor .
31. **'Specifications'** shall mean all directions, various technical specification, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the NAYARA ENERGY LIMITED or the NAYARA ENERGY LIMITED during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.
32. **'Sub-Vendor/ Sub- Vendor'** means any person or firm or Company (other than the vendor) to whom any part of the work has been entrusted by the vendor with the prior written consent of the NAYARA ENERGY LIMITED /NAYARA ENERGY LIMITED /Site-in- Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company. The sub vendor shall be appointed by the vendor in consultation & prior permission with NAYARA ENERGY LIMITED
33. **'Third Party'** shall mean a person, or firm including their successors who are responsible for quality inspection as per engineering Specifications of all the required automation materials and who may issue Final Acceptance certificate to the Vendor.

34. **'PMC'** means a person or firm/company including their successors who are responsible for the coordination among various verticals within the company and with the vendors, supplier, third parties, franchisees and other stake holders and developing work philosophy, planning, MIS, formats, SOPs ,QAQC surveillance, etc. for the seamless execution with no time and money over run. However it is company's prerogative to include or exclude some or other responsibilities with the PMC.
35. **'Week'** means a period of any consecutive seven days.
36. **'Works'** shall mean and include all works to be executed in accordance with the Contract or part thereof as the case may which not only includes Facilities and Services but shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the NAYARA ENERGY LIMITED / engineer-in- charge.
37. **'O&M'** shall mean Operation and Maintenance.
38. **'Temporary works'** shall mean all temporary work / arrangement of every kind required for the start-up, execution, completion or maintenance of the works as per the site prevailing conditions / environment and / or situation.
39. **'Service Area'** shall mean as a Zone, State or Division of the actual location / site identified as deemed fit to the Company for the purpose of distribution of works.
40. **'Working Day'** mean any day which is not declared to be holiday or rest day by the NAYARA ENERGY LIMITED

## **INTERPRETATIONS**

### **DISCLAMIER**

1. Though adequate care has been taken while preparing the Tender/ bid documents, the Bidder/Vendors shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to NAYARA ENERGY LIMITED immediately. If no intimation is received from any Bidder/Vendor within five (5) days from the date of notification of TENDER DOCUMENT/Issue of the TENDER DOCUMENT, it shall be considered that the TENDER DOCUMENT is complete in all respects as received by the Bidder/Vendor, and there are no concerns on any point, which needs clarification by the Bidder/Vendor.
2. Nayara Energy Ltd (NAYARA ENERGY LIMITED) reserves the right to cancel, modify, amend or supplement at its sole discretion this Tender document including all formats and Annexure at any moment of time. No queries will be entertained in this respect.

**SUPPLY OF DTI & AC FOR NAYARA ENERGY LIMITED RETAIL OUTLETS**

3. While this bid/ tender has been prepared in good faith, neither NAYARA ENERGY LIMITED nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.
4. Issuance of tender documents to any bidder/Vendor does not qualify the bidder/Vendor to claim the award of the work or any obligations on the NAYARA ENERGY LIMITED. The award of the work will be done based on the NAYARA ENERGY LIMITED acceptance criteria and NAYARA ENERGY LIMITED will have all rights to accept or reject any such obligations, whatsoever.
5. The bidder / vendor shall keep all proceedings of this bid/ tender absolutely confidential. At no point of time the bidder shall share / disclose/ discuss / intimate /publish the details of bids to any of company's competitors, other bidders etc. The standard clause of confidentiality would be applicable (Refer clause: 19 "Confidentiality" of Terms & conditions of contract).
6. To safeguard company's interests to its complete extent, the bidders / vendors shall not cartelize, and join hands with each other to gain the unscrupulous gains.



# BID DETAILS

**BID INFORMATION SHEET**

<b>Sr. No</b>	<b>Description of Item</b>	<b>Particulars</b>
1	Scope of Work	Supply and commissioning of DTI & AC for NAYARA ENERGY LIMITED Retail Outlets on Pan India basis. The detailed scope is also part of tender document and enclosed.
2	Mode of Submission of Bids	<ul style="list-style-type: none"> <li>• Bid shall be submitted in 2 bid format-(Techno-commercial &amp; Price Bid )</li> <li>• Techno-Commercial bid shall be submitted in sealed envelope only on or before due date &amp; time</li> <li>• Price bid shall be submitted in a separate sealed envelope on or before due date &amp; time.</li> <li>• Both the above envelopes shall be submitted together in one common envelope.</li> <li>• Techno-Commercial Bid shall consist of all documents as mentioned in the bid documents <b>Annexure A</b></li> <li>• Price Bid shall consists of both sheets in the price bid format-<b>Annexure B</b></li> </ul> <p>Annexure A- Techno-Commercial Bid -Vendor Information &amp; checklist Annexure B- Price Bid</p> <ul style="list-style-type: none"> <li>• Every page of the bid including all terms &amp; conditions all sheets of this document shall be signed by bidder/Vendor.</li> <li>• Every page of this bid document shall be sealed &amp; signed by the bidder / vendor</li> </ul>
3	Bid submission due-date	19 <sup>th</sup> Oct 2018 by 03:00 PM
4	E auction date & time	Date and Time for E auction shall be intimated separately after evaluation of received Bids.
5	Bid Submission Address	Nayara Energy Limited, 5 <sup>th</sup> Floor , Jet Airways Godrej BKC , Plot No C – 68 ,G Block , Bandra Kurla Complex , Bandra East , Mumbai – 400051 , Maharashtra , India Kind Attn: Mr. Chinmaya Dandekar
6	Contact person for queries	For Technical/General Queries you may write on below E mail ID: <a href="mailto:Mktg.Procurement@nayaraenergy.com">Mktg.Procurement@nayaraenergy.com</a>
7	Joint Venture	Allowed
8	Currency of Offer	Quoted Price shall be in Indian Rupees (INR) Only.
9	Validity of Offer	Offers shall be valid for a period of <b>180 days</b> from bid submission due date.

**1. BID DETAILS**

- a) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document shall be furnished. Failure to provide the information and/or documents as required may render the bid technically unacceptable.
- b) The Bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- c) Further in case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding Company requires prior approval of NAYARA ENERGY LIMITED.

**2. ELIGIBILITY CRITERIA**

**A. TECHNO-COMMERCIAL ELIGIBILITY CRITERIA FOR VENDORS AS FOLLOWS:**

The bidder/Vendor shall furnish evidence of having the following experience & capacity: **(Please refer annexure A also)**,

1. Bidder/Vendor should have minimum 10 years DTI & AC manufacturing experience ending by 31<sup>ST</sup> Sept 2018.
2. The Minimum turnover of the bidder/Vendor shall not be less than 10 Cr in any year in the last three financial years and shall submit the audited balance sheet of last 3 years.

**Bidder/Vendors shall meet both the above criteria to be eligible for this tender. Offers of bidder/Vendors not meeting Bid Qualification Criteria shall be rejected.**

3. Bidder/Vendor shall furnish the spare capacity to be allocated to Nayara Energy Limited, dedicatedly. (Confirm the same as monthly capacity in the annexure A )
4. Bidder/Vendor shall furnish the list of manufacturing unit and its location ( As per above point no 3 covering key personnel , zone & state wise plus the number of work force/ Dealers spread across India )
5. Bidder/Vendor shall furnish the list of equipment owned along with the purchase details. If taken on lease, shall furnish the details. NAYARA ENERGY LIMITED reserves the right to reject any bidder/Vendor based on inadequate manufacturing and safety devices.

6. Copy of Invoices raised along with Work/supply completion letter from the client shall be necessarily submitted in support of the above & as proof of satisfactory performance of the vendor during the said period of contract.

However, for ongoing orders, vendors shall submit copy of invoices raised/ payment received along with the purchase order issued by the company.

7. In case of orders placed in currency other than INR, the equivalent INR value as per the currency conversion rate (RBI reference rates) prevailing on the date of Purchase order/contract document will be considered for the purpose of Technical evaluation as per above criteria.

(Bidder / Vendor shall submit the required documents as mentioned above along with duly filled annexure A / B)

### **B. JOINT VENTURE CRITERIA**

In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, they shall meet the following requirements:

- I. The lead Partner shall meet, not less than 50% of the financial eligibility criteria.
- II. However, all the partners shall jointly meet the 100% financial eligibility criteria

Note:

- JV shall submit form of "Power of Attorney" and Form of "undertaking by the JV partners".
- JV shall also declare scope of works to be executed by each partner of JV.

### **3. BID SUBMISSION:**

3.1 The following information and/or documents shall be submitted by the Bidder as per the enclosed formats/Annexures specified in this Tender document:

- a) Annexure A -Techno-Commercial Bid DTI & AC
- b) Annexure B - Price Bid
- c) Annexure 1 - Organisation data
- d) Annexure 2 - Compliance to Bid Requirement
- e) Annexure 3 - Declaration of Non-blacklist / Non Banned Party
- f) Annexure 4 - Declaration confirming the absence of any conflict of interest.
- g) Annexure 5 - Composite Bank Guarantee for Security Deposit and Performance Guarantee.

3.2 Strict adherence to the formats wherever specified, is required. Non-adherence to formats and/or submission of incomplete information will be treated as a ground for declaring the Bid as non-responsive. Each

format shall be duly signed and stamped by the authorized signatory of the Bidder, further scanned and submitted.

3.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria of Tender to the satisfaction of NAYARA ENERGY LIMITED covering the following:

Unconsolidated/Consolidated audited annual accounts in support of meeting financial requirement, consisting of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three (3) financial years immediately preceding the Bid Deadline used for the purpose of calculation of Annual Turnover of last Financial Year in case of Net Worth.

3.4 In case the annual accounts for the latest financial year are not audited / unavailable Bidder shall submit certificate to this effect from the Statutory Auditor's Authorized signatory along with provisional Annual Account signed by directors of the company and certificate issued by Chartered Accountant. In such a case, Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year; or from the date of incorporation if less than 3 years; for which the Audited Annual Report is not being provided.

3.5 Before submitting the Tender, Vendor shall at their own cost and expenses carry out the following assessment ( If applicable ):

- a) Visit the site, examine and satisfy as to the nature of the existing roads, means of communications, and the character of the soil, state of land and of the exactions.
- b) Obtain information on all matters and conditions as felt necessary for the execution of the works as intended by NAYARA ENERGY LIMITED.
- c) Verify / confirm the availability of suitable water for commissioning of DTI & AC and for drinking purpose.
- d) Power required for commissioning work etc.

Note: The finally selected Vendor/s after techno/commercial evaluation will not be eligible to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitral. A pre-bid meeting may be held as per the schedule mentioned in the tender.

3.6 Before submitting the Tender, Vendor shall verify completely to satisfy all specification and T&C by obtaining clarification from NAYARA ENERGY LIMITED on all the items as may be desired. After submission of Tender, no claim for any alleged loss or compensation will be entertained on this account, and such a claim shall not be arbitral.

3.7 In consideration for having a chance for enter into a contract with NAYARA ENERGY LIMITED, Vendor shall agree that the bid submitted will remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. Vendor will not be entitled during the said validity period (i.e.: valid up to **120 days** from the date of bid opening), to revoke or cancel the tender without the consent in writing from NAYARA ENERGY LIMITED. In case Vendor revokes or cancels the tender or, varies any of the terms and conditions of the tender without the Consent of NAYARA ENERGY LIMITED, in writing, he Earnest Money deposit paid along with the tender will be liable to be forfeited.

3.8 Price quoted by the vendor shall be firm during the validity period of the bid Vendor shall specifically take note of this factor before submitting their tender(s).

3.9 All corrections and alterations in the entries of tender paper will be sealed & signed in full by the vendor with date. No erasures or over writings are permissible.

3.10 Transfer of tender document by one intending vendor to another one is not permissible. The vendor on whose name the tender has been invited only shall be eligible to submit the quote.

3.11 The Tender submitted by a vendor if found to be incomplete in any or all manner is liable to be rejected. The decision of NAYARA ENERGY LIMITED in this regard will be final and binding.

3.12 Bidder's Nomination of Authorized Representative:

Bidder shall designate one authorized person to represent the Bidding Company in all its dealing with NAYARA ENERGY LIMITED. This authorized person shall perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. In order to regularize the above, the Bidding Company shall submit, along with Bid, a Power of Attorney in original, authorizing the signatory of the designated person along with the Bid.

#### **4. CLARIFICATIONS**

The Bidder/Vendors if required, shall seek clarifications or suggest amendments to tender as consolidated / collated information, communicated in one go to reach the dedicated email of NAYARA ENERGY LIMITED, before the bid closing date, as provided in the tender document. Queries / Clarifications requested through peace / multiple emails will not be entertained.

#### **5. AMENDMENTS TO TENDER BY NAYARA ENERGY LIMITED**

At any time prior to the deadline for submission of Bids, NAYARA ENERGY LIMITED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender by issuing clarification(s) and/or amendment(s).

The clarification(s)/amendment(s) (if any) will be notified by mail at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time

#### **RIGHT TO WITHDRAW THE TENDER AND / OR REJECT ANY BID**

- This Tender may be withdrawn or cancelled by NAYARA ENERGY LIMITED at any time without assigning any reasons thereof. NAYARA ENERGY LIMITED further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- NAYARA ENERGY LIMITED reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the Tender and make its own judgment regarding the interpretation of the same. In this

regard, NAYARA ENERGY LIMITED will have no liability towards any Bidder and no Bidder shall have any recourse to NAYARA ENERGY LIMITED with respect to the selection process.

- NAYARA ENERGY LIMITED decision in this regard will be final and binding on the Bidders.
- NAYARA ENERGY LIMITED reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by NAYARA ENERGY LIMITED will be full and final.

## **6. OTHER CONDITIONS**

- Bidder/Vendor should have all necessary approvals/Consents/Clearances, licenses etc. for sale of DTI & AC., from the appropriate authority / entity required for supply & commissioning of DTI & AC for NAYARA ENERGY LIMITED Retail Outlet Pan India basis. NAYARA ENERGY LIMITED will not have any responsibility in this regard.

**TERMS & CONDITIONS  
OF  
RATE CONTRACT**



**TERMS & CONDITIONS OF RATE CONTRACT**

The commercial rates shall be inclusive of all taxes and duties (Basic + GST) as provided in the Price Bid Format - Annexure B (excel sheet attached). The rates for supply and commissioning shall be inclusive of Transportation strictly as per the Price Bid Format – Annexure B, enclosed along with this tender document.

1. The rates shall be quoted for across pan India/State wise ( Refer Annexure B for price Bid )
2. Packing & Forwarding, Loading, transportation, insurance & commissioning of DTI & AC shall be in the scope of Vendor. Storage of DTI, AC & accessories post-delivery shall be in the scope of Nayara Energy / Franchisee.
3. Bid of the defaulters with respect to the payment, supply in time or quality of the products supplied, will be disqualified by NAYARA ENERGY LIMITED at its sole discretion.

**A) Payment Terms:-**

The Payment Terms will be as follows-

- a) In case of order placed by NAYARA ENERGY LIMITED franchisee (in DODO):-

Payment Terms: The Franchisee of Nayara Energy will pay as per the following payment terms:  
Advance Payment shall be made as follows: material a. 50% along with the order against Proforma Invoice.

- b. Balance 50% before dispatch of materials.

Payment will be made only through Demand Drafts of Nationalized Banks / private banks or RTGS which directly participate in daily clearing( DODO rate shall be finalized by Nayara Energy Limited on the final rate of CODO , Final call on the rate decision of DODO will be solely depends on the decision of Nayara Energy Ltd only ).

- b) In case of order placed by NAYARA ENERGY LIMITED directly for CODO & Partial CODO:-

No Advance is payable.

100% Payment with full taxes & duties, within 30 days from date of commissioning of equipment.

Payment will be made only through Demand Drafts of Nationalized Banks / private banks or RTGS which directly participate in daily clearing.

**B) Supply Time Period ( Delivery Schedule):**

**For CODO & PCODO**

Delivery at respective Site within 15 days from the date of receipt of confirmed purchase order and E-mail confirmation.

**For DODO**

Delivery at respective Site within 15 days from the date of receipt of confirmed purchase order and E-mail confirmation and as per payment schedule in case of DODOs along with relevant transport document like way bill or entry permit ( if applicable ) :

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In case DODO (Franchisee) fails to pay the balance 50% amount before delivery of DTI & AC, the actual delay in number of days shall be added to supply days accordingly, However, Vendor shall ensure the supply of DTI & AC shall be well within the time (as per delivery schedule of NAYARA ENERGY LIMITED) and intimate the franchisee for balance payment along with timely intimation to NAYARA ENERGY LIMITED.

**C) Price Validity:** Two years from the date of Finalisation – with no escalation/de-escalation as also mentioned in Clause E.

**D) Guarantee/Warranty/ Defect Liability:** 18 Months from date of supply of DTI & Air Compressor.

### Scope of Work shall also include:

- Required preventive maintenance from time to time per annum and unlimited no's of breakdown visits during warranty period.
- Under this contract, vendors will do routine maintenance, repair work during warranty period.

**Motor:** Routine Maintenance of Motor.

**Compressor:** Routine Maintenance of Compressor.

**DTI: Routine Maintenance of DTI**

**Maintenance of All other parts & accessories.**

### **E) ESCALATION CLAUSE**

No escalation of price shall be entertained during the contractual period i.e. two years.

### **F) VENDOR SELECTION:**

After receiving all the bids and completing the bidding process, NAYARA ENERGY LIMITED may conduct E auction process for shortlisting the Vendors and the scheduled date of E auction will be intimated separately to the technically qualified bidders only.

### **G) DISTRIBUTION OF JOB:**

NAYARA ENERGY LIMITED intend to appoint 2 to 3 vendors in each state

If 2 vendors are shortlisted, then the distribution is proposed to be in the following ratio. (Provided L2 vendor matches L1 rate)

1. L1: L1 = 50: 50
2. L1: L2 = 60: 40

If 3 vendors are shortlisted, then the distribution is proposed to be in the following ratio. (Provided L2, L3 vendor matches L1 rate)

1. L1: L2: L3 = 50: 30: 20
2. L1: L1: L1 = 33.33: 33.33: 33.33
3. L1: L2: L2 = 50: 25: 25
4. L1: L1: L2 = 40: 40: 20

Note:

1. L1 will be the based on total landed price (Cost of DTI & AC + Transportation), Call out to be given by field as per landed L1 cost.
2. NAYARA ENERGY LIMITED will have sole discretion with respect to the Job Distribution and the bidders will not have any right to claim against the same.

**H) Rate Contract Term :**

Rate Contract Term will be **2 years** from the date of execution of the Rate Contract.

**I) SAFETY:**

**a. SAFETY PRECAUTIONS AND COMPLIANCES TO BE FOLLOWED FOR SITE WORK/ COMMISSIOING (Refer Safety circular no NEL/HSE/Retail engg/Const./01)**

- i. The successful vendor shall be responsible for observance of all safety parameters as per NAYARA ENERGY LIMITED safety standards/safety policy in general, as observed by all oil companies.
- ii. Necessary safety equipment such as safety belts, helmets and other equipment shall be deployed by the vendor and used as per requirement.
- iii. Safety distance as per CCOE Rules and Oil Industry Safety Directorate shall be strictly maintained.
- iv. Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the vendor's risk and cost.
- v. Wherever applicable, Vendor shall abide by hot work permits which shall be taken on day to day basis from the respective location as per policy of NAYARA ENERGY LIMITED.
- vi. All major jobs shall be undertaken only under the direct supervision of NAYARA ENERGY LIMITED employee/its representative/franchisee/PMC concerned. In this regard, vendor shall inform in writing to the concerned NAYARA ENERGY LIMITED office, prior to commencement of site survey and shall comply to the instruction from NAYARA ENERGY LIMITED engineer regarding any work to be executed at the outlet

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- vii. No hot work is permissible inside the retail outlet premises.
- viii. Best safety practices shall be observed specifically for safety of manpower working at height. Successful bidder/Vendor shall follow NAYARA ENERGY LIMITED safety standards. Provision for safety line shall be made to ensure safety of people working at height during installation and O&M.
- ix. Vendor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work and / or, as required by NAYARA ENERGY LIMITED in respect of all labour employed directly or indirectly for performance of the works and shall provide all facilities in connections therewith. In case the vendor fails to make arrangements and provide necessary facilities as aforesaid, NAYARA ENERGY LIMITED will reserve all rights to do so and recover the cost thereof from the vendor.
- x. From the commencement to the completion of the works, vendor shall take full responsibility for the care thereof of all the temporary works (refer definition in section number 1). In case of any damage, loss or injury to the works or to any part thereof or to temporary works and / or any person directly or indirectly employed, or whatsoever, shall be repaired / rectified / replaced at Vendor's) cost to make it good / fit for the intended purpose so that at the time of completion, the works shall be in good order and condition, in conformity in every respect with the requirement of the contract and NAYARA ENERGY LIMITED's instructions.
- xi. In respect of all labour, directly or indirectly employed for the performance of Vendor's part of this agreement, Vendor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of Indian Standards, the Electricity Act/I.E. Rules, The Mines Act and any such applicable / statutory regulations
- xii. Vendor shall observe and abide by all fire and safety regulations of NAYARA ENERGY LIMITED. Before starting any commissioning work, vendor shall consult NAYARA ENERGY LIMITED's Safety Engineer or NAYARA ENERGY LIMITED and shall ensure to take all necessary precautions / comply to the requirements of NAYARA ENERGY LIMITED to avoid any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the NAYARA ENERGY LIMITED's existing property.
- xiii. Vendor shall be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of prevailing Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- xiv. Vendor shall be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify NAYARA ENERGY LIMITED for any such lapse liable for legal action.

**b. HEALTH SAFETY ENVIRONMENT AT SITE:**

**Safety – A Line Function**

The Health Safety & Environment at site is a line function and hence it shall be the responsibility of the Vendor to ensure that all activities at all times are strictly carried out as per the Safety norms.

**First Aid**

First aid is defined as the prompt treatment of injuries such as cuts or bruises. More serious injuries involving fractures or breakage to limbs, head injuries or other severe wound shall be treated by qualified and experienced medical personnel.

In the absence of any permanent medical facility at Site Vendor shall be responsible for establishing first aid facilities at Site along with arranging for emergency transportation.

Vendor shall establish their own first aid facilities at Site and arrange emergency transportation as and when required, provide first aid boxes or similar containers like bags or cupboards clearly identified as first aid containers that are designed to protect the contents from damp and dust placed and maintained in easily accessible places and made known / create awareness to every employee of that location.

Sufficient quantities of all essential medicines shall be maintained as necessary and periodically verified for expiry date and replenishment. .

**J. INSURANCE**

**Commissioning/Transportation Insurance:** Vendor shall obtain insurance policy for supply & transportation/commissioning of DTI & AC - In case of any accident or damage caused during the handling / transit / shipment / installation / Testing / Commissioning, it shall be the Vendor's sole responsibility to deal with the insurer and arrange to replace the complete equipment and / or it's affected parts as good as brand new and fully operational, meeting all the Performance Guarantee requirements.

**Insurance and Labour :** Vendor shall at his own expense obtain and maintain an insurance policy with Nationalised Insurance Company to the satisfaction of NAYARA ENERGY LIMITED as provided hereunder. Vendor shall comply with all the statutory requirements.

**K. TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:**

- The design, engineering, manufacturing, supply, installation, testing and commissioning of DTI & AC shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the Technical specifications of the tender document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the company shall be referred.
- The specifications of the components / parts shall meet the technical specifications mentioned in the tender document / standards procedure.

- Any supplies which have not been specifically mentioned in this Contract but which are necessary for the completeness and meeting the desired Performance guarantee and Warranty of the equipment shall be provided by the Bidder without any extra cost.

**M. LIQUIDATED DAMAGES**

In the event, Vendor fails and or delays to supply the GOODS as per DELIVERY SCHEDULE mentioned in the PURCHASE ORDER, liquidated damages shall be charged on undelivered goods of the Retail Outlets mentioned in the said Purchase Order,

Delayed/undelivered excluding the taxes and duties shall be applicable per day/week and part thereof of delay to a maximum of 10% of stipulated value of DTI & AC. Schedule of LD applicable shall be as per following:

- For 1 - 7 days - 200 Rs per day / per DTI & AC
- From 8 to onwards - 500 Rs day / per DTI & AC

The above liquidated damages will be debited to the vendor and will be recovered from the current bill / any outstanding with the company / Security deposit / or in the form of admin charges as deemed fit to the company in case of CODO , PCODO & DODO ROs,

**N. EARNEST MONEY DEPOSIT (EMD)**

Vendor shall deposit an interest free amount of Rupees 50,000 (Rupees Fifty Thousand Only) towards refundable EARNEST MONEY DEPOSIT (EMD) in the form of demand draft drawn in favour of NAYARA ENERGY LIMITED payable at Mumbai, failing which NAYARA ENERGY LIMITED reserves the right to disqualify the Bid/cancel the Contract. Demand Draft shall be drawn on Scheduled Banks/Nationalised Bank, other than cooperative Bank.

The earnest money deposit will be refunded only after finalization of the contract & Issuance of the PO's.

**O. SECURITY DEPOSIT:**

Within 7 days from the date of intimation of acceptance of tender, the successful bidder shall make arrangement to deposit an interest free amount of Rupees 4,50,000 (Rupees Four Lakh Fifty Thousand) as SECURITY DEPOSIT in the form of account payee crossed demand draft drawn in favour of NAYARA ENERGY LIMITED failing which NAYARA ENERGY LIMITED reserves the right to either cancel the Contract/Agreement and / or forfeit the EMD.

The successful bidder will also have the option to adjust the earnest money deposit towards security deposit if they so desire. The security deposit will be retained until 3 months post the successful completion of complete scope of the work. In case of security deposit in the form of non- revocable Bank Guarantee, Vendor shall enclose the per-forma of non-revocable PBG as Annexure-7 and the same shall be kept valid by the Vendor at their cost and also extended from time to time. No interest will be payable on security deposit.

In case Vendor fails to complete the scope of work partly / fully or meeting the delivery timeline, Nayara Energy Limited will issue a maximum of one caution / warning letter and / or email communication to take

necessary action to fulfil all the contractual requirements within the given time frame and in such case, Nayara Energy Limited will reserve the right to en-cash the deposited amount /invoke the PBG to compensate against any losses incurred by Nayara Energy Limited out of incomplete / delayed execution.

**GOVERNING LAW AND SETTLEMENT OF DISPUTE**

- This Contract will be governed by and construed under the laws of India.
- If any dispute of any kind whatsoever arises between NAYARA ENERGY LIMITED and Vendor in connection with or out of the contract, including without prejudice to the generality of the foregoing or any question regarding the existence or validity or termination, the either parties shall seek to resolve such dispute or difference by mutual consent.
- If the parties fail to resolve such a dispute or difference by mutual consent within 45 days from the date it arose, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Such dispute or difference shall be referred by either party for arbitration to the sole arbitrator as mutually agreed and appointed by the parties. If parties fail to agree and appoint the sole arbitrator, Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (“the Act”). The award of the Arbitrator shall be binding upon the parties for the dispute. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- Arbitral proceedings shall be conducted in English language and as per provisions of the Act. The seat of arbitration shall be Mumbai and only the courts in Mumbai, India shall have exclusive jurisdiction to try and entertain any issues concerning the said arbitration.

**P. FORCE MAJEURE**

**Force Majeure Definition:**

“Force majeure” is considered to be an extraordinary event or circumstance beyond the control of both the parties, such as a war, strike, riot, crime, or an event described by the legal term or, act of God (hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.

In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure period.

**FORCE MAJEURE Clause:**

a) Either of the parties are not liable for failure to perform the obligations of the contract and if such a failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, no party is entitled to terminate the Agreement/PO under Termination in such circumstances.



- b) If Vendor asserts Force Majeure as an excuse for failure to fulfil the contractual obligation, in such case Vendor shall prove to have taken reasonable steps to minimize delay or damages caused by foreseeable events, and substantially fulfilled all non-excused obligations, and the company was timely notified of the likelihood or actual occurrence of an event described in Clause (Force Majeure).
- c) In the event of Force Majeure, the Bidder/Vendor is not able to perform its obligations under the contract, Bidder/Vendor will be relieved from its obligations during the force majeure period.
- d) If a force majeure situation arises, Bidder/Vendor shall notify NAYARA ENERGY LIMITED in writing promptly, not later than 7 days from the date of such a situation The Bidder/Vendor shall notify NAYARA ENERGY LIMITED not later than 3 days of cessation of force majeure conditions. After examining the cases, NAYARA ENERGY LIMITED will decide and grant suitable additional time for the completion of the work, if required.
- e) Depending upon the severity of the force majeure situation & assessing the status with respect to the situation and Vendor's capability, NAYARA ENERGY LIMITED will reserve all rights to either terminate the contract and / or amend the delivery period after investigating the actual situation at the sole discretion of Nayara Energy Limited and under such circumstances, Vendor will have no right to claim any amount on such termination and also will be liable to refund the advance taken (if any) within 7 days from the date of termination of contract.
- f) Notwithstanding the above, if any situation, which is a border line case and do not fall under the force majeure case as per the above understandings, company reserves the right to accept or reject any such cases at its sole discretion.
- g) The relaxation in the time line of execution/ completion of the project, increasing the deadlines etc. will be solely decided by the company, based on the occurrence of the incident and reporting by the Vendors etc.

**Q. LANGUAGE**

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between NAYARA ENERGY LIMITED and the bidder shall be in English language.

**R. RISK MITIGATION TO THE OPERATOR / OFF-TAKER**

**1 INDEMNIFICATION:**

The Bidder//Vendor hereby agrees to indemnify, defend, protect and hold harmless NAYARA ENERGY LIMITED and its employees, officers and directors, from and against, and assumes liability for:

- a) Any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the gross negligence or wilful misconduct of the Bidder/Vendor, its officers, employees, servants, affiliates, agents, licensees, invitees arising out of or in connection with the performance by the Bidder/Vendor of its obligations, representations and warranties under the Contract.



b) Any claims, liabilities or damages arising out of any violation by the Bidder/Vendor of any regulation, rule, statute or court order of any statutory or Governmental Authority in connection with the performance by the Bidder/Vendor of its obligations under the Contract.

**2 LIMITATION OF LIABILITY:**

NAYARA ENERGY LIMITED will not be liable for loss of profits or other business interruption damages, or special, consequential, incidental, punitive, exemplary or indirect damages whether in contract, or otherwise, arising out of or in connection with the performance, failure to perform or termination of the Agreement.

**S. SUCCESSORS AND ASSIGNEES:**

In case NAYARA ENERGY LIMITED or Vendor undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

**T. CONFIDENTIALITY**

The Parties agree that any and all information learned by either Party concerning the business affairs of the other and all documents, materials and all technical, commercial, financial and other information (written only) which has not come into public domain; the existence and terms of this Contract; and the negotiations relating to this Contract shall be treated as confidential and such information shall not be disclosed during the scope of contract period and / or after the term of the Contract to a third person or legal entity without the express written consent of the other Party, except in instances where a Party has a statutory duty to disclose or a disclosure is required by law or by any regulatory or governmental body having jurisdiction over it, provided that the Party disclosing shall notify the other Party of such requirement within a reasonable time in advance of making such disclosure.

**U. TERMINATION OF ORDERS / CANCELLATION**

a) NAYARA ENERGY LIMITED reserves the right to terminate the contract at any stage or time without assigning any reasons what so ever and will not be liable to any losses of the vendors what so ever. NAYARA ENERGY LIMITED will pay only for the works executed / completed and handed over by the vendor as per the contractual deliverables.

b) Under the following conditions / situations, the PO / Contract can be terminated anytime by the Company by issuing 30 (Thirty) days' prior notice in writing to the Vendor without assigning any reason/s thereof and, NAYARA ENERGY LIMITED will not be liable to pay any compensation to the Vendor for such termination.

I. Notwithstanding anything to the contrary herein contained, NAYARA ENERGY LIMITED will be at liberty to terminate this contract any time for breach of the terms and conditions of the contract.

- II. If Vendor fails to comply with or commits a breach of any of the Vendor's Covenants, obligations contained in the contract, the contract can be terminated without any notice.
- III. The Vendor being an individual, if adjudged insolvent or a compromise is entered into by him with his creditors without the approval of the Company, or if a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the Vendor.
- IV. The Vendor, being a firm, if any member of the Franchisee is adjudged insolvent or a compromise is entered into by the firm or any member of the firm with their creditors without the approval of the Company, or a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the firm or any member of the firm.
- V. The Vendor, being a Company or Co-operative Society, goes into liquidation whether voluntarily or compulsorily or if a distress, execution or other process shall be levied upon or if a creditor takes possession of or a receiver is appointed of any part of the property of the Vendor.
- VI. If vendor/its representatives /partners / staff found indulging in any unethical practice or found not abiding by the law of land.

**W. SUBLETTING OF WORK**

- 1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the vendor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing by NAYARA ENERGY LIMITED .

**X. DOCUMENTS CONCERNING WORKS**

- a) Vendor shall not disclose any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from NAYARA ENERGY LIMITED /Site-in-charge. Vendor shall not take any pictures on site without written approval of NAYARA ENERGY LIMITED /Site-in-Charge.
- b) The registered vendor shall carry out all the work at the ROs assigned / awarded as per the contractual requirements and deal directly through Nayara Energy Limited only and will not be allowed to deal with any of the Nayara Energy Limited Franchisee.

**Y. OTHER CONDITIONS**

- a. Vendor shall not display the photographs of the work or, take advantage through publicity of the work without written permission of NAYARA ENERGY LIMITED.
- b. Vendor shall not misuse any of the documents or information of this contract, and use only for the purpose of performing the contract.

- c. Vendor shall not undertake any Contract / Purchase Order directly from the franchisee of any NAYARA ENERGY LIMITED RO.
- d. The supply of DTI & AC at NAYARA ENERGY LIMITED ROs shall be done only at the approved rates of NAYARA ENERGY LIMITED for CODO, PCODO, DODO dealers and under information to NAYARA ENERGY LIMITED.
- e. Vendor shall intimate to the HO immediately (on the same day) upon receiving the advance payment from any franchisee.

## **Z. ANTI-CORRUPTION**

1. Vendor is and shall remain in compliance with all relevant laws applicable to the services [he/she/it] shall perform under this Agreement including all relevant anti-corruption laws. Vendor shall not, and nor shall any of [his/her/its] officers, employees, shareholders, representatives or agents ("**Associated Parties**"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which (i) would violate any anti-corruption laws or regulations applicable to Vendor or [Company], (ii) is intended to, or does, influence or reward any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper (any one of (i) to (iv) being a "**Corrupt Act**").
2. Vendor represents and warrants that its Associated Parties have not engaged in any Corrupt Act prior to the date of this Agreement.
3. For the purposes of this Agreement, "**Public Official**" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organisation, any federal or regional government department or agency, any political party, or any candidate for political office, or a relative or associate of any such person.
4. Vendor represents and warrants that it has in place appropriate anti-corruption systems and controls such as are reasonably likely to be regarded as constituting "adequate procedures" for the purposes of section 7 of the UK Bribery Act 2010.
5. During the term of this Agreement, Vendor shall (i) properly and accurately record in its Books and Records all transactions which relate in any way to this Agreement or to services provided by Vendor under it ("**Transaction Records**"), [(ii) provide the Transaction Records and/or any other such information as [Company] may reasonably require by notice in writing in order to monitor Vendor's compliance with its obligations under clauses [- cross-reference the anti-corruption clauses above]]. For the purpose of this clause [-], "**Books and Records**" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation (including without limitation, invoices, transfer documents and any other documents), whether in paper or other form.
6. Vendor undertakes not to share any fees, commission or other reward paid to it by Company with any Public Official or with an Associated Party of a business partner or potential business partner of Company.
7. To the best of its knowledge and belief, neither Vendor nor any of its Associated Parties:

- 7.1. has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
- 7.2. has at any time admitted to having engaged in any Corrupt Act (or similar conduct); or
- 7.3. has at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct)

8. Without prejudice to clause [● Termination], in the event (Company) reasonably suspects there to have been a breach of clauses [● Anti-Corruption Clauses] of this Agreement, [Company] may terminate the Agreement immediately upon giving notice in writing to the Vendor.

**AA. HOTLINE CLAUSE TEMPLATE**

1 Nayara is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Consequences of any wrong occurrence by few are felt by the Company hence Nayara urges / encourages its third parties or counterparties or customers to report any instances of actual or suspected above mentioned unethical or improper conduct / behaviour or violation of Nayara Ethics Code or Policies via the Hotline, a Whistle-blower may get in touch with our Chief Compliance & Risk Officer by using any one of the following five hotline whistle-blower channels, especially created for this purpose:

**a. Web Interface:**

Complaints can be filed through the our official website [whistleblower.nayaraenergy.com](http://whistleblower.nayaraenergy.com) or Nayara Intranet or Format provided in Annexure-02 of Hotline Whistle-Blower Policy

**b. Toll Free Hotline Telephone line and Interactive Voice Recording (IVR) System:**

Complaints can be filed by calling our toll free number - 1800 266 2800. Record your complaint with the IVR system.

**c. Email:**

E-mail completed complaint form at [hotline@nayaraenergy.com](mailto:hotline@nayaraenergy.com).

**d. Post / Letter and In person:**

Send a completed complaint form through post or meet him in person & bring a completed complaint form at:

Nayara Energy Limited  
Jet Airways Godrej BKC,  
Plot No. C-68, G Block Bandra Kurla Complex,  
Bandra East, Mumbai 400051

- 34.2 Above is not a mechanism for redressing any issues relating to performance or non-performance of the contract. Any such issue shall be agitated as provided in the contract. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the contract.

Please note that the above summary of indicative terms and conditions is not meant to be, nor shall it be construed as, an attempt to define all of the terms and conditions of Rate Contract which shall be executed with successful bidders as per the terms and conditions decided by NAYARA ENERGY LIMITED.

# PROJECT DESCRIPTION & SCOPE OF WORK

## **A. Scope of Work:-**

### **1. DELIVERABLES FROM NAYARA ENERGY LTD. /NAYARA ENERGY LTD. Franchisee.**

- a. Construction of foundations and placement of DTI & AC.
- b. Unloading of DTI & AC.
- c. Completion of DTI & AC placement will be intimated to the Vendor by NAYARA ENERGY LIMITED/Franchisee through Email/Other communication methods to further undertake the commissioning of DTI & AC.
- d. DTI & AC foundation Work & placement of the same, External earthing work , Electrical Cabling Work ( With Lugs & Gland ) , Installation of Change Over switch with enclosure.

### **2. DELIVERABLES FROM VENDOR**

- a) Supply , Packing & Forwarding , Loading , Transportation , Insurance & Commissioning of DTI & AC
- b) After confirmation of DTI & AC Installation by Nayara Energy's RO, Vendor shall visit the site and complete the commissioning & checking of DTI & AC as per commissioning protocol :
  - I. DTI & AC mounting, nuts and bolts
  - II. Checking of proper functioning of DTI & AC
  - III. Load connection & Load distribution
  - IV. Working/checking of safeties i.e. LLOP, High Pressure Cut out and Pressure Safety Valve.
  - V. Alarm Integration ( If any )
  - VI. Demonstration and Operating instruction to site people.

#### **Trouble shooting;**

In case of any trouble, the visiting service engineer of Vendor shall identify the trouble, indicate the probable remedies & resolve the same with no extra cost.

- a. Scope of requirement of DTI & AC for across PAN India shall be as follows for Nayara Energy Limited and its Franchisees. The scope may vary as per the prevailing conditions and Vendors will not be eligible and / or have any right to claim for compensation against any reduction / increase in scope, what so ever, for any reasons. The scope given below is tentative, which may change at any given point of time depending upon the Company's policies and decisions, as taken by Nayara Energy Ltd., from time to time.

The company intends to appoint 2 to 3 Vendors on PAN India basis. The rating of the DTI & AC may vary depending upon the site conditions.

**SUPPLY OF DTI & AC FOR NAYARA ENERGY LIMITED RETAIL OUTLETS**

Requirement of DTI & AC State wise	Total DTI & AC required for 2018-19
Gujarat	120
Rajasthan	144
Maharashtra	148
Madhya Pradesh	62
Karnataka	116
Kerala	30
Tamilnadu	132
Andhra Pradesh & Telangana	120
Odisha	34
West Bengal	12
Uttar Pradesh	34
Haryana	18
Punjab & Himachal Pradesh	36

**VENDOR RESPONSIBILITIES**

- A. All above points as mentioned in Scope of work & Deliverables from Vendor.
- B. Vendor shall inform to HO / Nayara Energy Ltd immediately through mail to Anup.prasad@nayaraenergy.com for each DTI & AC Supply after receiving advance for DODO cases.
- C. Vendor shall inform to HO / Nayara Energy Ltd immediately through mail to Anup.prasad@nayaraenergy.com after completion of satisfactory commissioning and handover of the DTI&AC for the respective ROs and also enclose the invoice for the same with the mail communication.
- D. Documents from Vendor:
- I. DTI & AC Manufacturer's Quality Test certificates (Original copy)
  - II. DTI & AC Manufacturer's Guarantee/Warranty certificates covering 12/18 months. (Original copy)
  - III. Commissioning, demonstration/operating instruction to site person certificate.
  - IV. Operation & Maintenance Manual.
  - V. Calibration/Test Certificates for safety devices such as PSV, Safety cut out switch
  - VI. Tax invoice.

**TECHNICAL SPECIFICATIONS FOR SUPPLY OF DTI & AC****1. Air Compressors**

Specification of Air Compressor	Nayara Energy Specifications	
Capacity	3HP	5HP
Type of compressor	Air Cooled, Reciprocating type	Air Cooled, Reciprocating type
Free Air Delivery	6.77 cu. feet per minute	10.30 cu. feet per minute
Cut off pressure range	7 to 10 kg/cm <sup>2</sup>	9 to 12 kg/cm <sup>2</sup>
Tank capacity	160 liters	220 litres
Number of cylinders	1	2



**SUPPLY & COMMISSIOING OF DTI & AC FOR NAYARA ENERGY LIMITED RETAIL OUTLETS**

Type of drive	V-belt	V-belt
Working rpm	1225	860
Motor HP with specification (Min IE2). Pls mention Make of Motor in tender mandatorily.	3HP/1.5HP, 1500 rpm, 1 phase & 3 Ph, , Reputed make motor	3HP/1.5HP, 1500 rpm, 3phase, 415 V, Reputed make motor
Cooling System	Air Cooled	Air Cooled
Mandatory safety Accessories	Inter stage safety valve, Tank pressure relief valve, in pressure switch, delivery valve, belt guard, unloader, condensate drain cock.	Inter stage safety valve, Tank pressure relief valve, in pressure switch, delivery valve, belt guard, unloader, condensate drain cock.
Noise level	at 1m 80 dB maximum	at 1m 80 dB maximum
Type of start stop button	DOL starter	DOL starter
Water drain	Manual	Manual
Working rpm	1225	860
Power Consumption	0.14 kW/hr/m3 of FAD	0.14 kW/hr/m3 of FAD
Oil consumption	1.5ml/hr	1.2ml/hr
Type of Lubrication	Splash lubrication.	Splash lubrication.
Mandatory safety Accessories Inter stage safety valve, Tank pressure relief valve in pressure switch, delivery valve, belt guard, unloader, condensate drain cock.	Yes	Yes
Noise level at 1m	80 dB maximum	80 dB maximum
Type of filters used	Paper type	Paper type
Size of the air nozzle with ball valve.	0.5-inch BSP	0.5-inch BSP
Nayara Energy Logo as per the specifications provided	No	No
Colour of compressor	Red.	Red

**2. Digital Tyre Inflator**

SR. NO.	SPECIFICATIONS	Nayara Energy Specification
1	Tyre Inflator Model (with stand)	
2	Display	2x4 DIGIT 1" Seven Segment LCD Double Display
3	Range	0-140 psi
4	Display Units	psi, kgf/sq. cm, kPa
5	Accuracy	+ 0.5% of full scale
6	Operating Voltage	230V + 10%, Single Phase
7	Power Consumption	25 W
8	Resolution	0.1 psi
9	Electrical protection	MCB with ELCB 30ma
10	Environmental Protection	IP 65

**SUPPLY OF DTI & AC FOR NAYARA ENERGY LIMITED RETAIL OUTLETS**

11	Temperature Range deg Celsius	0-50 deg C
	Scope of Supply	
12	Display Panel	Digital LCD 1" backlit double display panel
13 (a)	Cabinet with lock	As per Standard Design of CRC MS sheet 16 gauge, powder coated as per approved colour code with provision for wall mounting, clamps and screws.
(b)	Stand Enclosure (Optional)	As per Standard Design.
14	Air hose from instrument to compressor	3.5mtrs Nylon Steel Wire braided hose
15	Air hose for air filling	10 mtrs Nylon Steel Wire braided hose with 1m foot connector and 3-way valve.
16	Foundation bolts	M10x4 No. for stand mounted
17	Drain	Manual
18	Spare Air Nipples	Not provided
19	Flat Tyre Switch	To be Provided to sense punctured tyres and start air filing
20	Change over switch	To be Provided to change the display
21	Key on panel for setting pressure	To be Provided
22	Built in Pressure Regulator to prevent over pressure.	To be Provided
23	Auto Inflation	To be Provided
24	Calibration on site	Yes
25	Remote pressure setting	To be Provided
26	Sense both under & over pressure	To be Provided
27	Type of Pressure Sensor used	Ceramic C10 type
28	Dimension of Stand	(1475mmx275mmx325mm) with <b>ESSAR</b> Logo Stocker and paint shall be <b>ESSAR</b> Red

**Note : Above are minimum and basic specification , higher and advance rating/specification are acceptable. In case supplier is offering higher grade specifications same has to be notified separately.**

# ANNEXURES

**Annexure- A**

<b>Techno- Commercial bid - Vendor Information &amp; Checklist</b>			
Sr No	Vendor Details	Details as applicable / Enclosure no- Mandatory	Tick Mark for information given (√) Mandatory
1	Vendor's firm Name		
2	Registered Office Address		
3	Works Address/ Details of the Regional office / State Offices		
4	Vendor's Owner Name (Name of all Partners to be provided)		
5	Vendor's Owner Mobile No. (Contact numbers of all Partners to be provided)		
6	Name of Key Person assigned to project		
7	Contact details of Key Person assigned to project		
8	E-mail id of Key Person assigned to project / Owners also		
9	Mobile No. of Key Person assigned to project		
10	Establishment Year		
11	Dedicated Spare Capacity for the company (Monthly capacity- Supply & commissioning)		
12	Number of Dedicated Office Staff for planning, monitoring & coordinating		
13	Number of field Staff for services.		
14	Date of Registration with Nayara Energy Limited		
15	Vendor Code, if already registered		
16	Total Number of DTI&AC -Sets supplied in last 3 years		
	Total Number of DTI&AC-Sets supplied for Nayara Energy Limited / ESSAR OIL LIMITED in		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		

**SUPPLY & COMMISIOING OF DTI & AC FOR NAYARA ENERGY LIMITED RETAIL OUTLETS**

17	Total Number of DTI&AC Sets Supplied for Other Oil Companies- Private / PSUs in India		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
18	List of key Clients to whom DTI&AC -Sets supplied		
	Clients 1		
	Clients 2		
	Clients 3		
	Clients 4		
19	Any other documentation relevant		
20	Enclose following details		
	Relevant / Current Organogram & HSEQ Policy		
	Any other relevant documents, please update.		
21	Financial & Taxation Compliance		
a	Complete vendor Profile (Please submit complete profile) with required details.		
b	PAN		
c	GST		
d	Copy of firm registration certificate		
e	Audited balance sheet duly certified by CA & turnover for last 3 consecutive years (Please mention Value in Rs.)		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
g	Copies of PO recently awarded by PSUs/Other Oil Companies along with registration certificate with these companies		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
22	EMD		
a	EARNEST MONEY DEPOSIT (EMD) Amount		
b	EARNEST MONEY DEPOSIT (EMD) Bank details		
	Note: Please sign & seal each & every page of the tender/ bid document.		

**Annexure- B-1**

Sl. No.	Item	CODO , PCODO rate for PAN India basis		
		Basic	GST @ 18%	Total
1	Air Compressor-3HP & 3-Phase			
2	Air Compressor-3HP & Single Phase			
3	Air Compressor-5HP & 3-Phase			
4	Electronic Tyre Inflator with Stand			

Note: The above rates (mentioned in Total Column) are inclusive of all applicable taxes & duties,p&f and transportation, and commissioning (DDP rate).

1. Rates of Transport (inclusive of Toll tax), all accessories to be supplied along with the DTI & AC, are inclusive in price as required for the delivery, complete installation and commissioning of DTI & AC.
2. Transit Insurance is in the scope of Bidder/Vendor. In case of any accident or damage caused due to handling / transit / shipment / installation / testing and commissioning of DTI & AC, the bidder/vendor shall directly deal with the insurer and arrange to replace the damaged DTI & AC with a brand new DTI & AC and / or replace the affected accessories / components / parts to make it fully operational, thereby also meeting the Performance Guarantee / Warranty requirements. Under such circumstances, Vendor shall carry out all the necessary repair / rectification / replacement / re-testing and commissioning strictly under the direct supervision and instructions from the Site In-charge / Engineer of Nayara Energy Limited and maintain all documentation to be submitted at the time of handover. All such repaired / rectified / replaced DTI & AC partly / fully shall carry an extended Warranty, effective/ valid from the date of commissioning and handover to Nayara Energy Limited.
3. All others Term & Conditions will be as mentioned in the Tender document. Please go through the tender document thoroughly before filling the rate. If the Price Bid Format is submitted by the Bidder, it will be construed/acknowledged that all Terms & Conditions of Tender document are accepted by the Bidder.

**ANNEXURE – I**

**ORGANISATION DATA TO BE SUBMITTED BY BIDDER WITH TENDER.**

**NAME OF ORGANISATION**

**ADDRESS**

**CONTACT PERSON**

**TELEPHONE NUMBERS**

**FAX NUMBERS**

**E-MAIL ADDRESS**

**CELL PHONE NUMBER**

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**SEAL, SIGNATURE & NAME OF THE TENDERER**

**ANNEXURE – II**

**COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents for subject work issued by NAYARA ENERGY LIMITED.

We hereby further confirm terms and conditions mentioned in our un-priced as well as priced part shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

COMPANY SEAL: \_\_\_\_\_

**NOTE: In the event of bidder's deviation to any of the technical, commercial and other conditions as stipulated in the bidding document, bidder shall furnish the Details of EXCEPTIONS AND DEVIATIONS or State as Nil Deviations.**

-----  
**SEAL, SIGNATURE & NAME OF THE TENDERER**



**ANNEXURE – III**

**DECLARATION NON BLACKLISTED / NON BANNED PARTY**

**WE CONFIRM THAT WE HAVE NOT BEEN BANNED OR DELISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES OR PUSs.**

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**SEAL, SIGNATURE & NAME OF THE TENDERER**

**ANNEXURE – IV**

**DECLARATION CONFIRMING THE ABSENCE OF ANY CONFLICT OF IINTEREST\***

**Date:**

**To:**

Chief Compliance & Risk Officer

NAYARA ENERGY LIMITED

**Subject:** Declaration confirming the absence of any conflict of interest

**Ref:**

I, the undersigned ... representative of [full name of the tenderer], submitting a tender in respect of call for tenders reference number (-----), confirm:

- That I do not have any conflict of interest in connexion to the contract. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that I will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;
- that I have not made, and will not to make, any offer of any type whatsoever from which an advantage can be derived under the contract;
- that I have not granted, sought, attempted to obtain or accepted and will not grant, seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- that I understand that the Company Executive(s) / Committee(s) reserves the right to verify this information and that I am aware of the consequences which may derive from any false declaration in respect of the information required by the awarding body as a condition of participation in the contract procedure.

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**SEAL, SIGNATURE & NAME OF THE TENDERER**

**ANNEXURE-V**

**FORMAT OF "BANK GUARANTEE FOR PERFORMANCE"**

(BANK GUARANTEE TO BE SUBMITTED BY SUPPLIER TOWARDS GUARANTEES / WARRANTEES AS PER ORDER TERMS)

NAYARA ENERGY LIMITED

Refinery Site,

39th Km Stone, Jamnagar - Okha Highway, Ta. :  
Khambhalia, Dist.: Devbhumi Dwarka.

Gujarat - 361 305 (INDIA)

Re : PERFORMANCE BANK GUARANTEE in respect of

PURCHASE ORDER No. \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_

DATED \_\_\_\_\_

GUARANTEE No. \_\_\_\_\_ DATED \_\_\_\_\_

This Guarantee is made this \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_ BY  
\_\_\_\_\_ (Bank Name), having its branch office at

\_\_\_\_\_ (Bank Address), (hereinafter referred to as the  
"GUARANTOR OR BANK" which expression shall unless repugnant to the context or meaning thereof include its  
successors and permitted assigns) in favour of NAYARA ENERGY LIMITED, a public limited company, incorporated  
under the Indian Companies Act, 1956 and having its registered office at Post Box No. 24, Khambhalia Post, District-  
Devbhumi Dwarka, 361-005, Gujarat ,INDIA (hereinafter referred to as the PURCHASER which expression shall unless  
repugnant to the context or meaning thereof include its successors and permitted assigns).

WHEREAS \_\_\_\_\_ (SUPPLIER's Name), a public limited  
Company / private limited company/partnership/firm sole proprietor having its registered office at  
\_\_\_\_\_ (SUPPLIER's address), (hereinafter referred to as "SUPPLIER" which  
expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns)  
having accepted a PURCHASE ORDER No. \_\_\_\_\_ dated \_\_\_\_\_ for INR \_\_\_\_\_  
(INR \_\_\_\_\_ only) with PURCHASER (herein after called the

PURCHASE ORDER for the supply of \_\_\_\_\_ for Nayara Energy Limited (PURCHASER),  
Refinery Division, Vadinar, Gujarat.

**SUPPLY OF DTI & AC FOR NAYARA ENERGY LIMITED RETAIL OUTLETS**

AND WHEREAS under the terms of the said PURCHASE ORDER and in accordance with the other conditions of PURCHASE ORDER "SUPPLIER" is required to provide PURCHASER with an irrevocable bank guarantee for INR \_\_\_\_\_ (INR \_\_\_\_\_ only) being \_\_\_\_\_% of the Basic Order Value of the said PURCHASE ORDER towards Performance Bank Guarantee valid till the end of delivery/ guarantee/warranty period.

AND WHEREAS the Guarantor at the request of "SUPPLIER" has agreed to give this irrevocable Guarantee.

NOW THEREFORE this Guarantee witnesses as follows:

1. In consideration of the aforesaid premises and in consideration of the faithful performance by "SUPPLIER" the terms and conditions of the said PURCHASE ORDER has to be guaranteed by the Bank, we, the Guarantor, hereby guarantee that "SUPPLIER" will duly comply and faithful perform all his obligation and his responsibility under the said PURCHASE ORDER failing which we, the Guarantor, do undertake to pay to PURCHASER within 3 (Three) working days of a written demand being made on us, the Guarantor by the PURCHASER and without demur, dispute or objection of whatsoever nature and without recourse or reference to "SUPPLIER" such amount .

Amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only).

2. The Guarantor hereby guarantee to PURCHASER the due compliance and observance by "SUPPLIER" of the Terms and Conditions of the PURCHASE ORDER and the Guarantor hereby undertakes, that this Guarantee shall be kept valid and binding on the Guarantor from the date of this Guarantee till \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank/Guarantor or by any other reasons whatsoever and the liability as the Guarantor hereunder shall not be impaired or discharged by any extension of the time or variations or alterations made, given, conceded or agreed with or without The Guarantor's knowledge or consent by or between the parties to the said PURCHASE ORDER
3. We, the Guarantor, also agree that we shall not change the currency of this guarantee herein given or during the period of its extension revoke the same even by giving notice to PURCHASER.
4. We, the Guarantor, will on simple written demand from PURCHASER pay to PURCHASER forthwith the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) without demur and without requiring PURCHASER to invoke any legal remedy that may be available to them to compel the Guarantor to pay the same even if "SUPPLIER" considers such demand of PURCHASER unjustified.
5. Notwithstanding anything to the contrary, PURCHASER's decision as to whether "SUPPLIER" has made any fault or defaults and the amount to which PURCHASER is entitled by the reason thereof will be binding on us

and we shall not be entitled to ask PURCHASER to establish their claims under this Guarantee but, we, the Guarantor will pay the sum forthwith without any objection.

6. The decision of PURCHASER that any sum has become payable shall be final and binding on the Guarantor.
7. The Bank/Guarantor further agrees with PURCHASER that PURCHASER shall have the fullest liberty without the consent of the Bank/Guarantor and without affecting in any way the obligations hereunder to amend any of the terms and conditions of the said PURCHASE ORDER from time to time or to postpone for any time or from time to time any of the powers exercisable by PURCHASER against "SUPPLIER" and to forbear to enforce any of the terms and conditions relating to the said PURCHASE ORDER and the Bank/Guarantor shall not be relieved from its liability of reason of any failure or extension being granted to "SUPPLIER" or through any forbearance, act or omission on the part of PURCHASER or any indulgence by PURCHASER to "SUPPLIER" or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.
8. In the event of cases of force majeure or in the event of recourse to arbitration / litigation according to the terms and conditions of the Purchase Order, the validity period of our Guarantee shall be accordingly extended at the request of the PURCHASER until the claims of the PURCHASER is finally settled.
9. This Guarantee shall be in addition to any other guarantee or security whatsoever that the PURCHASER may now or any way have in relation to the SUPPLIER's obligations / liabilities under and/or in connection with the said PURCHASE ORDER and PURCHASER shall have full authority to take recourses or to enforce this Guarantee in preference to the other security of securities at their sole discretion, and no failure on the part of PURCHASER shall have the effect of releasing the Guarantor from his full liability hereunder.
10. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "SUPPLIER" or Guarantor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to PURCHASER in terms thereof.
11. This Guarantee shall come into force from the date of This Guarantee and shall remain in full force till \_\_\_\_\_ (Date) or any extensions thereof. This Guarantee shall continue and hold good until it is released by PURCHASER on the application by "SUPPLIER" after completion of the period of the said PURCHASE ORDER and after "SUPPLIER" has discharged all its obligations under the said PURCHASE ORDER and has produced a certificate from PURCHASER of the due completion under the said PURCHASE ORDER. We, the Guarantor further undertake to extend the validity period of this Guarantee for any time or from time to time should it, in the opinion of PURCHASER/"SUPPLIER" become necessary for such period as requested in writing by PURCHASER with a copy to "SUPPLIER".
12. In order to give full effect to this Guarantee herein contained PURCHASER shall be entitled to act as if we, the Guarantor were your Principal Debtor in respect of all your claims against "SUPPLIER" hereby guaranteed by us as aforesaid and we, the Guarantor hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provision of this Guarantee.

**SUPPLY OF DTI & AC FOR NAYARA ENERGY LIMITED RETAIL OUTLETS**

- 13. Any notice by way of request, demand or otherwise hereunder may be sent to by telex, fax, or by post to the Bank/Guarantor addressed as aforesaid and, if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of PURCHASER that the envelope was so posted shall be conclusive.
- 14. The "SUPPLIER" shall bear the stamp duty in respect of this Guarantee.
- 15. Though this is a continuing Guarantee, our liability under this Guarantee is restricted to a sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) and our Guarantee shall remain in force until or such extended period as may be required by PURCHASER and unless a claim under the Guarantee is lodged with us within six months from the date of expiry of the Guarantee, i.e. on or before or such extended period as the case may be, all the PURCHASER's rights under the said Guarantee shall be forfeited and we, the Guarantor shall be relieved and discharged from all liability thereunder.

The Bank/Guarantor has under its constitution, power to give this Guarantee in your favour under our Memorandum and Articles of Association and Mr/Mrs \_\_\_\_\_ who signed it on behalf of the BANK/Guarantor has the authority to do so.

This Guarantee Shall be construed in accordance with and governed by the Laws of India and shall be subject to the jurisdiction of the appropriate courts situated at Ahmedabad, Gujarat, India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature of the authorized person

For and on behalf of the BANK

**NOTE:**

Bank Guarantee for Performance to be furnished on non-judicial stamp paper of requisite value.

Note down our Bank details to open ABG/PBG, if required.

- 1. Name and Address of Beneficiary Bank:- STATE BANK OF INDIA, REFINERY BRANCH
- 2. Bank Code / SWIFT Code:- SBININBB623
- 3. Branch code:- 10189
- 4. IFSC code: SBIN0010189
- 5. Bank Account no. 30494934524
- 6. E mail Id- sbi.10189@sbi.co.in
- 7. Category of the Beneficiary Bank A/c: Current A/c

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