



ONGC MANGALORE PETROCHEMICALS LIMITED

(A Subsidiary of Mangalore Refinery and Petrochemicals Limited)

**Mangalore Special Economic Zone Unit, Permude Village,
Mangalore – 574509**

Phone: 0824-6622261 Fax: 0824-2881539

**SUPPLY OF LIQUID NITROGEN ON ANNUAL RATE
CONTRACT (ARC) BASIS TO ONGC MANGALORE
PETROCHEMICALS LIMITED (OMPL) - AN SEZ UNIT**

**TENDER DOCUMENT NO: 1040C17014
(Under Open Tender Two Bid System Basis)**

IMPORTANT POINTS TO NOTE

TENDER DOCUMENT NO	1040C17014
WORK/ JOB DESCRIPTION	SUPPLY OF LIQUID NITROGEN ON ANNUAL RATE CONTRACT (ARC) BASIS TO ONGC MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT
PUBLISHING OF TENDER DOCUMENTS ON WEBSITE	28-Sep-2017
COST OF TENDER DOCUMENT / BID DOCUMENT FEE	Rs. 1000/- (NON REFUNDABLE)
EARNEST MONEY DEPOSIT	(REFER INVITATION FOR BIDS)
BID EVALUATION/ QUALIFICATION CRITERIA	REFER BID EVALUATION/ QUALIFICATION CRITERIA GIVEN IN TENDER DOCUMENT.
LAST DATE & TIME OF RECEIPT OF PRE-BID QUERIES	Upto 17:00 HOURS (IST) ON 07-Oct-2017
DATE & TIME OF PRE-BID MEETING	14:00 HOURS (IST) ON 09-Oct-2017
LAST DATE FOR SUBMISSION OF BID	14:00 HOURS (IST) ON 25-Oct-2017
DATE & TIME OF UNPRICED TECHNO-COMMERCIAL BID OPENING	AT 15:00 HOURS (IST) ON LAST DATE OF BID SUBMISSION / EXTENDED DATE OF BID SUBMISSION In case un-priced bid opening date declared as closed holiday for PSU by Govt., the opening shall be carried out on the next working day at 15:00Hrs.
<p>BID SHALL BE SUBMITTED IN TWO PARTS: PART-I: TECHNO-COMMERCIAL (UNPRICED) BID ALONG WITH BG/DD FOR BIDDING DOCUMENT FEE & EMD AND PART-II: PRICED BID. BOTH THE SEALED COVERS MARKED AS PART-I (UNPRICED BID) & PART-II (PRICED BID) SHALL BE PUT INTO AN OUTER ENVELOPE DULY SEALED. THE OUTER ENVELOPE SHOULD DULY SUPER-SCRIBED THE TENDER NUMBER, DESCRIPTION, BID CLOSING DATE ALONGWITH THE BIDDERS NAME.</p>	
<p>VENDORS ARE REQUESTED TO VISIT ONGC MANGALORE PETROCHEMICALS LIMITED WEBSITE http://www.ompl.co.in/tenders FOR CORRIGENDUM/ ADDENDUM/ CLARIFICATION/ EXTENSION IN DUE DATE FOR SUBMISSION OF BID, IF ANY</p>	

Signature & Seal of the Bidder

MASTER INDEX

**Bidding / Tender
Document No.**

1040C17014

Services/ Work/ Job

SUPPLY OF LIQUID NITROGEN ON ANNUAL RATE
CONTRACT (ARC) BASIS TO ONGC MANGALORE
PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT

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Section I - Instruction to Bidders (ITB)

SUPPLY OF LIQUID NITROGEN ON ANNUAL RATE CONTRACT (ARC) BASIS TO ONGC MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT

1. PROJECT DETAILS:

ONGC Mangalore Petrochemicals Limited (OMPL), a public limited company, promoted by Oil and Natural Gas Corporation Ltd. (ONGC, a Top Maharatna company of Government of India) and Mangalore Refinery & Petrochemicals Ltd. (MRPL a subsidiary of Oil and Natural Gas Corporation Ltd, a Mini-Ratna Company) amongst others is the anchor industry of Mangalore SEZ. The Company has setup a petrochemicals (Aromatic) complex within Mangalore Special Economic Zone at Mangalore.

2. BRIEF SCOPE OF WORK

Brief Scope of Work/supply includes supply of following items at ONGC Mangalore Petrochemicals Ltd – an SEZ Unit as per Bidding Document:

Sl.	Items	QTY in Kg
1	Liquid Nitrogen	30,00,000 Kg (i.e. 3000 MT)

Note: OMPL will split the order quantity between L1/L2/L3 bidders on 50:30:20 basis at L1 rates if L2 & L3 bidder agrees to match L1 rate. If L2/L3 bidder does not agree to match L1 rate, then L4 & so on bidder will be asked to match L1 rate. If only one bidder agrees to match L1 bidder rates, then the total quantity will be split in 60:40 ratios. If no one agrees to match L1 rate then entire quantity will be awarded to L1 Bidder.

3. DELIVERY SCHEDULE/CONTRACT PERIOD:

There are two type of delivery schedule:

3a. Regular make-up on depletion of Liquid Nitrogen level: On Staggered delivery basis with advice from OMPL from time to time .Tanker should reach OMPL, Mangalore within 7 days of such request.

3b. Supply during Emergency Shutdown: Vendor should to be capable of supplying the Liquid Nitrogen at a maximum rate of 30 MT per day (average) on daily basis continuously during Nitrogen Plant Shut down period or any urgent requirement of Liquid Nitrogen after intimation from OMPL. The First supply of Nitrogen Tankers (with minimum total quantity of 30MT) should reach OMPL, Mangalore within four days of such request and thereafter shall continue tentatively up to 7 days for average daily supply of 30 MT.

Contract period: Entire delivery shall be completed within a period of Two year from the date of delivery of first tanker.

4. PAYMENT TERMS:

100% payment shall be release against each lot within 15 days after receipt and acceptance of material at OMPL site against invoice duly certified by Engineer In charge, OMPL or officer nominated by him. All banking charges to suppliers A/c. Engineer-In-Charge (EIC) / Officer-In-Charge (OIC) shall be DGM operations or officer nominated by him for this contract.

5. Security Deposit: Successful Bidder shall furnish Security deposit in equivalent to 3 % of the annualized contract value within 15 days of receipt of LOA/ Purchase order for satisfactory execution of the order by way of a Demand Draft drawn in favour of M/s. ONGC Mangalore Petrochemicals Limited, payable at Mangalore or by furnishing bank guarantee strictly in prescribed format. This Security deposit shall be released within 30 days after the complete execution of the order. Offers without confirmation of Security Deposit will be summarily rejected. **This being a chemicals supply, Performance Bank Guarantee (PBG) is not applicable.**

Signature & Seal of the Bidder

6. **Quoted Rates shall be firm & fixed till complete execution of Contract.**
7. OMPL invites Bids for the subject supply in total compliance to technical specifications, scope and terms & conditions of tender documents/attachments. Your offer must be complete in all respect without any deviations. You are requested to submit your most competitive offer for all items as per Price Bid/break-up. Please note that issuance of technical and commercial queries is not envisaged and your offer may be evaluated based on input given therein. Hence pre-Bid clarifications, if required may be sought from us immediately on receipt of this Tender document.
8. **SALIENT FEATURES OF BIDDING DOCUMENT:**

Bidding / Tender Document No.	1040C17014
Date of Publishing of Tender Document on Website	28-Sep-2017 (The complete Tender/Bidding document is available on OMPL website http://www.ompl.co.in/tenders Bidder can view/download the Tender Bidding/Document from OMPL's website)
Bidding Document Fee / Cost Of Tender Document	Rs. 1000/- (NON REFUNDABLE)
Bid Evaluation/Qualification Criteria	As per tender document
Last Date for Receipt of Bidders Queries for Pre-Bid Meeting	Upto 17:00 HOURS (IST) ON 07-Oct-2017
Date & Time of Pre Bid Meeting	14:00 HOURS (IST) ON 09-Oct-2017
Last Date For Submission Of Bid	14:00 HOURS (IST) ON 25-Oct-2017
Date & Time Of Unpriced Techno-Commercial Bid Opening	At 15:00 Hours (IST) on Last Date Of Bid Submission / Extended Date of Bid Submission in the presence of authorized representative of attending Bidders. In case un-priced bid opening date declared as closed holiday for PSU by Govt., the opening shall be carried out on the next working day at 15:00Hrs.
Bidding/Tender Document and Corrigenda/Addenda	OMPL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder(s), issue amendment in the form of Addendum during the Enquiry period and subsequent to receiving the Bids. Any Addendum thus issued shall become part of Tender Document and Bidder shall submit 'Original' Addendum & Compliance letter to Addendum duly signed and stamped on their letter head as token of acceptance.
Further all updates, Corrigenda, Addenda, Amendments, Time extensions, Clarifications etc.,(if any) to the Tender/Bidding document will be hosted on OMPL website http://www.ompl.co.in/tenders There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit above website to keep themselves updated	

Signature & Seal of the Bidder

Note: PRICED BID OPENING: DATE, TIME AND VENUE SHALL BE INTIMATED LATER TO TECHNO COMMERCIALY QUALIFIED BIDDERS ONLY.

9. Bid Security /Earnest Money Deposit:

Sl.	Items	Amount in Rs.
1	Supply of Liquid Nitrogen	Rs. 7,07,000/-

Bidder to submit Earnest Money Deposit of the amount as mentioned above for the items for which the bidder is submitting the bid. Bid shall be rejected if the bidder do not submit the EMD of the appropriate value with unpriced technical bid (Part-I).

10. Bidders have to submit their Bids (in prescribed formats, as detailed in tender documents) in a sealed envelope duly super-scribing the tender number, description, Bid closing date along with Bidders details. The Bids shall be submitted in two parts as follows:

PART-I: Techno commercial (unpriced) Bid

One sealed envelope marked as "UNPRICED BID", containing the following:

- i) Total tender documents, duly signed for unconditional acceptance of tender terms & conditions, filled formats and price schedule format **WITH PRICES BLANKED OUT**. [Techno commercial (Unpriced) Bid shall contain all details other than price i.e. price schedule format WITH PRICES BLANKED OUT. However a tick mark (✓) shall be provided against each item of the price Bid format to indicate that there is a Quote against this item in the priced commercial Bid.] All the credentials/documentary proof clearly establishing Bidder's qualification as per the BQC, filled signed /stamped forms as per tender requirement, etc.
- ii) Bid Security/Earnest Money Deposit (As mentioned above)

PART-II: Price Bid

Second sealed envelope marked as "PRICED BID", containing only the Price part strictly as per Price Bid format of the Tender Document without any condition whatsoever.

Both the sealed covers of Part-I (Unpriced Bid) & Part-II (Priced Bid) shall be put into an outer envelope duly sealed. The outer envelope should duly super-scribed the Tender number, description, Bid closing date along with the Bidders name.

Bids complete in all respects should reach the OMPL office within the Bid due date on the below address:

Attn: Chief - Commercial
ONGC MANGALORE PETROCHEMICALS LIMITED
Mangalore Special Economic Zone Unit, Permude Village,
Mangalore – 574509
Phone: 0824-28712141/42 Fax: 0824-2881539

Bidders are advised in their own interest to ensure that Bid reaches the specified office well within the Bid closing date & time. OMPL will not be responsible for the loss of Tender form or the delay in postal/courier transit. Telex/Telegraphic /Telefax/Email/ Xerox/ photocopy offers & Bids with scanned signature will be rejected. Original Bids should be signed and sealed manually failing which offer shall be rejected.

In case of revealing of price information by the Bidder(s) at any stage before price Bid opening, the offer shall be summarily rejected without assigning any reason.

Signature & Seal of the Bidder

11. **The Bid Qualification Criteria (BQC) & Bid Evaluation Criteria (BEC):**

I) The Bid Qualification Criteria (BQC) is as follows:

Technical Criteria:

1. Bidder should be a manufacturer or authorized dealer/agency of the manufacturer for Liquid cum Gas Nitrogen. Certificate of registration as a Manufacturer or Authorization certificate given by the manufacturer to dealer/agency shall be submitted by authorized dealer/agency.
2. Bidder should have supplied at least 1800 MT of Liquid Nitrogen against one single purchase order to any of the Indian Refineries/Petrochemicals/other Industries in any of the past 5 years period, ending last day of the month previous to the one in which tender is invited. Duly signed/attested copy of Proof of Purchase order/completion certificate/Dispatch documents/invoice copies shall be submitted.
3. Bidder should give declaration that all taker used by them to supply Liquid Nitrogen is having PESO License. The PESO certificate is to be produced during delivery of the material.

Financial Criteria: Annual turnover of the bidder shall be more than Rs. 3.534 Crores in any of the preceding three years. The net worth of the bidding company should be positive as per the annual report for the latest financial year. Relevant audited balance sheets and P & L A/c statement to be submitted along with the bid.

II) Rejection Criteria:

- i) If the bidder do not submit the Bidding Document Fee, unless otherwise specifically exempted in the tender document.
- ii) If the bidder(s) do not submit Bidding Document Fee and/or EMD along with unpriced technical bid (Part-I). However, PSU's/Firms registered with NSIC/MSEs/MSME/DIC vendors registered with DIC (District Industries Centre) are exempted from submission of bidding document/Tender fee/EMD.
- iii) If the bidder do not meet the BQC.
- iv) If the bidder do not accept the security deposit clause.
- v) Non adherence to Technical / Commercial terms and incomplete bids and bids in deviation to tender conditions will be out rightly rejected.
- vi) If bids are received after scheduled date of bid submission.
- vii) If bidder do not accept Integrity Pact.
- viii) In case the bidder(s) reveal the prices at any stage before the priced bid opening, the offer shall be summarily rejected without assigning any reason.

III) Bid Evaluation Criteria (BEC):

- i) The bidder should accept in toto the technical specification given in the tender without any deviation.
- ii) Techno-commercially accepted bids will be evaluated & ordered on Overall lowest landed cost basis to OMPL. However, OMPL will split the order quantity between L1/L2/L3 bidders on 50:30:20 basis at L1 rates if L2 & L3 bidder agrees to match L1 rate. If L2/L3 bidder does not agree to match L1 rate, then L4 & so on bidder will be asked to match L1 rate. If only one bidder agrees to match L1 bidder rates, then the total quantity will be split in 60:40 ratios. If no one agrees to match L1 rate then entire quantity will be awarded to L1 Bidder.

NOTE: The credentials/documentary evidence submitted by Bidder should clearly establish Bidder's qualification as per the BQC clauses as mentioned above. Experience of only the bidding entity shall be considered. A job executed by a bidder for its own concern/ subsidiary cannot be considered as experience for the purpose of meeting Bidder Evaluation Criteria (BQC).

Originals of the qualifying documents should be produced as and when asked for verification, and failure to produce such Original document/s at specified date, time and place would mean rejection of offer for further evaluation.

Subject to the Bidders meeting the criteria to qualify as above, OMPL reserve the right to visit the establishments being run by the Bidder/s and assess the performance including checking with the Client and decide to qualify or reject the Bidder/s to consider the Price Bids.

12. The Bidder should accept in toto the Technical specification, scope of work and all the terms and conditions given in the Tender.
13. Payment of **BIDDING DOCUMENT FEE (Non-Refundable)** of **Rs. 1000/-** be by Crossed Bank Draft/ Banker's cheque from any Indian scheduled Bank, in favour of ONGC MANGALORE PETROCHEMICALS LIMITED, payable at MANGALORE and the same shall be submitted in physical form along with **PART-I** (Techno commercial unpriced bid). The bid of any bidder shall be considered only if the bid is accompanied by the prescribed Bidding Document fee in the form of demand draft along with EMD.
The firms registered with National Small Industries Corporation (NSIC)/MSEs/MSME/DIC will be exempted from payment of bid document/ tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OMPL tenders. The PSU, Govt. Dept. will also be exempted from the payment of tender fee.
14. **BID SECURITY / EARNEST MONEY DEPOSIT (EMD):** Bid Security / EMD amount shall be as indicated in the SALIENT FEATURES OF BIDDING DOCUMENT (Clause no. 9 above).
 - A. An EMD (If applicable) of requisite amount, as per Clause 9 above, by way of BG or DD drawn in favour of ONGC Mangalore Petrochemicals Limited , Mangalore to be kept along with the Unpriced Techno Commercial bid before bid closing date and time. For unsuccessful vendors, the EMD will be refunded within 15 (fifteen) days of finalization of tender. For successful bidder EMD shall be released once Security Deposit is submitted.
EMD will be forfeited in case of:**
 - i. Failure of the bidder to honour their offer.**
 - ii. Withdraw their offer before expiry of validity period.**
 - iii. Inability to perform satisfactorily after receipt of order in case of successful bidder.**

Firms registered with NSIC/MSEs/MSME/DIC are exempted from EMD, for which documentary evidence is to be submitted along with technical bid. EMD for PSU (Public Sector Unit) is exempted.

Tender will be summarily rejected under following circumstances

 - i. EMD submitted in form of cheque.**
 - ii. The name of tender mentioned in the BG is different from the tender for which bids have been invited.**
 - iii. The firm on whose behalf the BG has been furnished is different from the bidder.**
 - iv. The EMD is not of prescribed value**
 - B. The EMD shall be submitted in physical form along with PART-I (Techno commercial unpriced Bid). No interest is payable on EMD.**
 - C. PSU & Firms registered with NSIC/MSEs/MSME/DIC (District Industries Centre) are exempted from submission of EMD, for which documentary evidence is to be submitted along with technical bid.**
 - D. Tender will be summarily rejected under following circumstances**
 - i. EMD submitted in form of cheque.**

Signature & Seal of the Bidder

- ii. Bids not accompanied with EMD/ Bid Security or those received late and / or not confirming to the terms and conditions in the tender documents
- iii. EMD in the form of BG (if Bank Guarantee is submitted instead of DD/Bankers Cheque) not as per format given in the Bidding/Tender Document shall be considered as non-responsive and such Bids shall be rejected out rightly.
- iv. The name of tender mentioned in the BG is different from the tenders for which bids have been invited.
- v. The firm on whose behalf the BG has been furnished is different from the bidder.
- vi. The EMD is inadequate Earnest Money Deposit (EMD) / Bid Security or not of prescribed value.

E. The Bidder shall submit the bid security in Indian Rupees and shall be in the form of Demand Draft/ Banker's Cheque in favour of ONGC MANGALORE PETROCHEMICALS LIMITED, payable at MANGALORE (issued by an Indian scheduled Bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of ONGC MANGALORE PETROCHEMICALS LIMITED as per format given under Proposal Form with this Bidding/Tender document. OMPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security furnished.

In case, Bid security/EMD is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead. *The bank guarantee issued by a Co-operative Bank shall not be accepted.*

F. The Bid security/EMD shall be valid for 60 days beyond the validity of the Bid as specified in the Bidding Document i.e. 150 days beyond Bid submission/ extended Bid submission date.

G. The Bid securities/EMD may be forfeited, if:

- i) Failure of the bidder to honour their offer or Bidder withdraws or modifies offer in full or part during Bid Validity period or does any breach of terms and conditions of the tender, or
- ii) A Bidder modifies his Bid on his own after last date of submission of Bids.
- iii) In case of a successful Bidder, if the Bidder fails within the specified period to:
 - a. Accept the LOA / Work Order placed by OMPL,
 - b. Does not confirm of acceptance of order with in the stipulated time after placement of order
 - c. Does not furnish the Security Deposit
 - d. Inability to perform satisfactorily after receipt of order in case of successful bidder.
 - e. If documents submitted along with the Bid are found false, fabricated/forged etc.

H. EMD/Bid securities of unsuccessful Bidders will be returned/refunded within 15 days of finalization of award of Contract. However, Bid securities/EMD of the successful Bidder will be returned/refunded upon the Bidder's furnishing the Security Deposit in line with the tender conditions.

Offer submitted without Tender document fees, EMD & signed integrity pact would be summarily rejected without assigning any reason. Bids received late will also be summarily rejected.

15. The Bidders are expected to resolve all the queries pertaining to the Bidding Document in Pre Bid conference and submit the Bids in total compliance to Bidding Document without any deviation / stipulation / clarification.
16. Any type of queries/clarifications shall be entertained till due date of pre-bid queries only.
17. Officer-In-Charge (OIC) shall be DGM Operations – OMPL or officer nominated by him for this Contract
18. Bidders Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or emission is observed, Bidder may request clarification at any time not later than the query receipt date for pre-Bid meeting. Any queries related to the tender may be addressed to:
 - i) Shri. Akshay Banga, (Sr. Engineer-MM), OMPL, Mangalore-574509
Email: akshaybanga@omplindia.com; Mobile: 9480821932;
 - ii) Shri. Amith Kamath (Sr. Engineer -Utilities) , OMPL, Mangalore-574509
Email: amithkamath@omplindia.com; Mobile: 9480821965;
 - iii) Shri. HR Prabhu (Sr. Manager-Utilities) , OMPL, Mangalore-574509
Email: Ramakantha.Prabhu@omplindia.com; Mobile: 9480821947;
 - iv) Shri. Ajaybahadur M. Shelke, (Manager-MM), OMPL, Mangalore-574509
Email: ajayshelke@omplindia.com; Mobile: 9480821929;
19. Amendment of Bidding Document:

OMPL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder(s), issue an amendment in the form of Corrigendum/Addendum during the Bidding period and subsequent to receipt of the Bids. Any Corrigendum / Addendum thus issued shall become part of Bidding/Tender Document and Bidder shall submit Corrigendum/Addendum/Compliance letter duly signed and stamped in token of his acceptance.

The Bidder shall consider the impact of corrigendum /addendum issued during the Bidding period. The Bidder shall follow the instructions issued along with corrigendum / addendum issued subsequent to issue of tender document. Vendors are requested to visit ONGC Mangalore Petrochemicals Limited website (<http://www.ompl.co.in/tenders>) for Corrigendum/Addendum/Clarification/ extension in due date for submission of bid, if any.
20. OMPL reserves the right to reject any or all the tenders or to accept in part without assigning any reason thereof and the decision in the matter will be final and binding on all the parties.
21. Language of Bid:

The Bid and all correspondence incidental to and concerning the Bid shall be in the English Language. For supporting documents and printed literature submitted in any other language, an equivalent English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English Translation shall govern.
22. Bidders are requested to carefully study the entire tender document and the conditions so specified before quoting their rates, no alteration in the tender rates quoted will be allowed.
23. The rates should be quoted in the same units as mentioned in the tender schedules.
24. All entries in the tender document should be in Ink/Typed. Corrections, if any should be attested by full signature of the Bidder / authorized signatory.
25. Every page of the tender documents shall be signed and sealed by the Bidder or his authorized representative.
26. Bidders are required to quote the tender in conformity with our terms and conditions and no deviating conditions whatsoever will be entertained.

27. Conditional offers will be rejected without any reason. Bidders are requested to carefully go through all tender conditions & enclose all documents asked for Technical evaluations in the Bid.
28. The Bidders or their authorized representatives may be present at the time of opening of the Technical Bids (after submission of appropriate documents in support of their identity) at the place/date/time as mentioned at Clause no.6. No separate intimation will be sent in this regard unless there is a change in the date/time/place of opening of tender.
29. After scrutiny of the Technical Bids, separate intimation will be sent to all Bidders who are found technically qualified advising the date/time/place of opening of price Bids
30. Bid Validity/Bid opening:
- a. Bid shall remain valid for a minimum period of **90 days** from the last date of submission of Bid. During this period, the Bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case, the Bidder revokes or cancels the Bid or varies any term in regard thereof, the Bid shall become liable for rejection along with forfeiture of EMD. Such Bidder also may be put on Holiday list.
 - b. OMPL may request the Bidders for extension of the period of validity of Bid. If the Bidder agrees to the extension request, the validity of Bank Guarantee/DD towards EMD shall also be suitably extended. However, Bidders agreeing to the request for extension of validity of Bid shall not be permitted to modify the Bid because of extension, unless specifically invited to do so by OMPL.
 - c. The 'Techno commercial Unpriced Bids' of the tender will be opened in the presence of the Bidder or authorised representative of Bidders at 15.00 hours on Bid submission last date / extended Bid submission date at OMPL, Mangalore Special Economic Zone, Permude, Mangalore as per OMPL procedures. After evaluation/scrutiny of the 'Techno commercial Unpriced Bids', only the techno commercially qualified Bidders will be notified separately regarding date, time and venue for opening of the 'Price Bids'. Price Bids, which remain unopened with OMPL, will be returned to the respective Bidders.
31. Bid Price/Quoted rates: Bidder shall quote price after careful analysis of costs involved for the performance of the Contract considering the entire Bidding Document. In case any activity though specifically not covered in description of item under Schedule of Rates (SOR) but is required to complete the work, which could be reasonably implied / inferred from the contents of the Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
32. The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, and all other contents of Bidding Document.
33. Quoted Rates shall be firm & fixed till complete execution of Contract. Once the quotation is accepted and order placed on the successful tenderer, the rate shall be valid for the full period of the Contract. (INCLUDING THE EXTENDED PERIOD, WITH SAME RATE, TERMS & CONDITIONS AT OMPL'S SOLE DISCRETION SUBJECT TO SATISFACTORY PERFORMANCE).
34. ONGC Mangalore Petrochemical Limited reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the Bidders, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
35. Compliance to Bid Requirement:
Bidders are advised not to take any exceptions/deviations to the Bid document. OMPL shall expect Bidder's compliance to requirement of Bidding Document without any deviation and submit a substantially responsive Bid. Any Bid not meeting the Bid Evaluation Criteria as stipulated above and Bid accompanied by deviations with respect to Special Condition of Contracts (SCC), Instructions to Bidders (ITB), General Conditions of Contract (GCC), Formats for credentials and Bid formats may be considered as non-responsive and shall be liable for rejection at the sole discretion of the OMPL. No claim shall be entertained from the Bidder in this regard.
36. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract specification of work, drawings & any other documents forming part of this

Signature & Seal of the Bidder

contract document where the context so requires. The same is enclosed along with the Bidding/tender documents. Notwithstanding the sub-division of the documents into these separate sections & volumes every part of each shall be deemed to be supplementary to & complementary of every other part & shall be read with and into the CONTRACT so far as it may be practicable to do so. Where any portion of the General Condition of contract is repugnant to or at variance with any provisions of the Special Conditions of Contract unless a different intention appears the provisions of the Special condition of the Contract shall be deemed to override the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

37. Bidders not meeting the tender terms & conditions, conditional tender quotations, incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the Bidders and decision of OMPL in this respect will be final and binding.
38. The offer must be complete in all respects, leaving no scope for ambiguity. The Bidder is fully responsible for the Bid submitted and no relief or consideration can be given for errors and omissions.
39. Bids determined to be substantially responsive will be checked by OMPL for any arithmetic errors. Errors will be corrected by OMPL as follows:
 - (a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and total price shall be corrected.
 - (c) Where there is a discrepancy between the quoted sum total of amount and calculated actual total of the amount, the calculated actual total of the amount shall prevail and the total price shall be corrected.
40. The amount stated in the Bid will be adjusted by OMPL in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected and the bid security shall be forfeited.
41. It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of this tender and the successful Bidder shall take upon himself and provide for risk of any error which any subsequently be discovered and shall make no subsequent claim on account thereof no advantage is to be taken by the Bidder successful Or otherwise of any clerical error of mistake which may occur in the general specification, schedules, plans of tender forms supplied to the Bidder.
42. In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the more stricter terms favouring OMPL will apply. The Bidder shall also seek clarifications on such issues from OMPL before submission of the quotes.
43. Bidder should submit all the details and enclosures as has been asked for in the tender form. In case any of the information is not applicable to the Bidder, "Not applicable" may be written against such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.
44. Security Deposit: Successful Bidder shall furnish Security deposit in equivalent to 3 % of the annualized contract value within 15 days of receipt of LOA/ Purchase order for satisfactory execution of the order by way of a Demand Draft drawn in favour of M/s. ONGC Mangalore Petrochemicals Limited, payable at Mangalore or by furnishing bank guarantee strictly in prescribed format. Offers without confirmation of Security Deposit will be summarily rejected
45. OMPL's right to cancel the Contract under the terms, aforesaid shall be without prejudice to any of its other rights and remedies against the successful Bidder. In the event of OMPL

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cancelling the Contract, it shall not be liable to pay for any loss or compensation in respect of such cancellation.

46. OMPL reserves the right to accept or reject any or all the tenders in part or in totality without assigning any reason whatsoever and to re-tender or negotiate with any of / all the Bidders or to withdraw/cancel/modify this tender in the manner OMPL considers suitable. OMPL also reserves the right to split the Tender and to award the works to more than one party, if required.

47. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence of the documents shall be in the order below:

1. Replies/Clarifications/Corrigendum/Addendum/ Amendments etc. issued in respect of the tender documents by OMPL.
2. Price Schedule/Schedule of Rates
3. Special Conditions of Contract (SCC)
4. Technical specification, scope of work & Drawing, if any
5. Other Terms & Conditions of the tender documents like Special Instructions to Bidders, Instructions to bidders/ Invitation for Bid (IFB)
6. General Conditions of Contract (GCC)

48. Taxes and duties:

48.1 Bidders quoted price shall be inclusive of all taxes & duties excluding Goods and Service Tax (GST). In view of OMPL being an SEZ Unit, Supply of goods or services or both to a SEZ units shall be treated as supply in the course of **inter-State trade or commerce** and the same is "**zero rated supply**" as per the Integrated Goods and Services Tax Act, 2017 (*hereinafter referred to as 'IGST Act'*). Accordingly Supplier shall not collect IGST on supply to OMPL.

48.2 **Bidder / Suppliers / Contractors / Service Providers shall have registration under IGST Act for supply of goods/services or both to OMPL-SEZ Unit.**

48.3 The brief procedure for 'Zero Rated Supply' to a SEZ Unit under the IGST Act (*as prevailing upto 31.07.2017 and subject to any amendments/ procedures prescribed by the Central Government from time to time*) is laid down hereunder:

48.3.1 As per the IGST Act,

- (i) Supply of goods or services or both to a SEZ unit shall be treated to be a supply of goods or services or both in the course of inter-State trade or commerce. **[Refer Sec. 7(5)(b) to IGST Act]**
- (ii) The supply of goods or services where the location of the supplier and the place of supply of goods or services are in the same State or same Union Territory shall be treated as intra-State supply. However, the supply of goods or services to a SEZ unit shall *not be treated* as intra-State supply. **[Refer Sec. 8(1) & 8(2) of IGST Act]**
- (iii) The supply of goods or services or both to a SEZ unit amounts to "zero rated supply" of goods or services or both. **[Refer Sec. 16(1)(b) of IGST Act]**
- (iv) Subject to provisions of Sec. 17(5) of the Central Goods and Services Tax Act, 2017 (*hereinafter referred to as 'CGST Act'*), credit of input tax may be availed for making zero-rated supplies, notwithstanding that such supply may be an exempt supply. **[Refer Sec. 16(2) of IGST Act]**
- (v) A registered person making zero rated supply shall be eligible to claim refund under either of the following options, namely:
 - (a) he may supply goods or services or both under bond or Letter of Undertaking, subject to such conditions, safeguards and procedure as may be prescribed, without payment of integrated tax and claim refund of unutilized input tax credit; or

(b) he may supply goods or services or both, subject to such conditions, safeguards and procedure as may be prescribed, on payment of integrated tax and claim refund of such tax paid on goods or services or both supplied,

in accordance with the provisions of section 54 of the Central Goods and Services Tax Act or the rules made thereunder. **[Refer Sec. 16(3) of IGST Act]**

48.3.2 The procedure for claiming refund on making a 'Zero Rated Supply' to a SEZ Unit as specified under Sec. 16(3) of the IGST Act is as under:

A. For claiming refund under Section 16(3)(a) of the IGST Act – “zero-rated supply” of goods or services or both to a SEZ Unit under Bond or LUT, without payment of IGST and claiming refund of unutilised input tax credit:

- a) The supplier shall furnish the Bond/LUT to GST authority before making the zero-rated supply. (Refer Form GST-RFD-11 & related Rules, Circular No. 4/4/2017-GST dated 07/07/2017 & suppliers from Karnataka State may also refer Commissioner of Commercial Taxes Circular No. 06/2017-18, dated 13/07/2017).
- b) The Tax Invoice for this supply shall carry an endorsement “SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX” and also the details of bond/LUT furnished to GST authority.
- c) The tax invoice for supply of goods or services or both to SEZ Unit shall be presented to the specified officer of the Zone for its endorsement. (Any change in the law or procedure relating to the SEZ Act or Rules made thereunder shall be complied with from time to time).
- d) The supplier of goods or services or both to a SEZ unit may claim refund of unutilized input tax credit in terms of Sec. 16(3)(a) of IGST Act read with Rule 89 of the CGST Rules, 2017. Alternatively, he may utilise the input tax credit attributable towards the supplies made to SEZ for paying his output tax liability as per Input Tax Credit provisions in terms of Section 16, 17 and 18 of CGST Act read with Rule 36 to 45 of CGST Rules, 2017.

B. For claiming refund under Section 16(3)(b) of the IGST Act – “zero-rated supply” of goods or services or both to a SEZ unit on payment of IGST and claiming refund of IGST paid:

- a) The Tax Invoice for this supply shall carry an endorsement “SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS ON PAYMENT OF INTEGRATED TAX”. Further supplier shall indicate in their tax invoice that “The IGST amount mentioned in the invoice shall be paid by the registered person making zero-rated supply without claiming the same from SEZ Unit”.
- b) The tax invoice for supply of goods or services or both to SEZ Unit shall be presented to the specified officer of the Zone for its endorsement. (Any change in the law or procedure relating to the SEZ Act or Rules made thereunder shall be complied with from time to time).
- c) The supplier of goods or services or both to a SEZ unit may claim refund of IGST paid in terms of Sec. 16(3)(b) of IGST Act read with Rule 89 of the CGST Rules, 2017.

48.4 The Bidder / Suppliers / Contractors / Service Providers shall be required to issue tax invoice and shall upload the appropriate information/data/document at GSTN portal as prescribed under the provisions of IGST Act, respective State GST Acts and Rules and the CGST Act and Rules made thereunder. Any non-compliance in this regard or non-receipt of tax invoice, OMPL shall have the right to withhold the payment against such Tax Invoice. The TDS on the supply of goods or services or both, if applicable, shall be deducted in accordance with the provisions of GST Law at applicable rate and a certificate as prescribed for such deduction shall be provided by OMPL.

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48.5 The Bidders / Suppliers / Contractors / Service Providers shall ensure proper compliance with the provisions of the IGST Act, respective State GST Acts and Rules and the CGST Act and Rules including the anti-profiteering Clause or other related clauses, payment of taxes, filing of returns, issuance of e-way bills/other documentary requirements for supply of goods or services or both as may be required under the said Acts and Rules made thereunder and enable OMPL to comply with the requirements under the said Acts and Rules made thereunder in respect of any supply of goods or services or both under this Tender / Purchase / Work Order / Contracts.

48.6 Any statutory variation or new taxes / duties / cess / levies notified / imposed after the submission of last / final price bid, but before the contractual date of completion of work shall be to the Owner's account. However, any statutory variation after the contractual date of completion shall be to Contractor's account.

48.7 Income Tax / Corporate Tax :

- A) As regards Income Tax, Surcharge on Income Tax or any other Corporate Tax payable by the Bidder for reason of the contract awarded, and / or on their expatriate personal, the Owner shall not bear any Tax liability whatsoever, irrespective of the mode of construction of contract / order. The Bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.
- B) Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the Bidder and a TDS (Tax deducted at source) certificate will be furnished to the Bidder.

49. Bidder shall provide details in the below format, of at least one Authorised Contact person in Bidder's organization with whom OMPL may correspond on the matter for seeking any clarifications:

1	<u>Primary Contact Details of the Bidder</u>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	
2	<u>Alternate Contact Details of the Bidder</u>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	

50. GSTIN details of **ONGC MANGALORE PETROCHEMICALS LTD (an SEZ Unit)** are as under for your database updation and reference:

No. Of Location/GSTIN	One/Single Location.
Address of the Location	ONGC MANGALORE PETROCHEMICALS LTD (an SEZ Unit) Mangalore Special Economic Zone, Permude, Mangaluru – 574 509
Nature of Business Activity	SEZ Unit - Factory / Manufacturing
PAN	AAFCM0322D
Application Reference Number (ARN)	AA2903170485621
Provisional GSTIN	29AAFCM0322D1ZY

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51. Bidders/Contractors/Suppliers are requested to submit their provisional GST registration details in the following format:

Sl	Name of Vendor	Location / Address	Provisional GST No. / GST no.
1			
2			
3			
4			

Section II

Technical Specifications & Special Conditions of Contract

1. Technical specification and Special condition of contract for supply of Liquid Nitrogen:

a) Technical Specification:

Components

Nitrogen(N ₂)	: 99.99 Volume %
Oxygen	: <20 (max.) PPM (vol.)
CO ₂	: <20 (max.) PPM (vol.)
CO	: <20 (max.) PPM (vol.)
Oil content	: Nil PPM (vol.)
Dew Point at atmosphere pressure	: (-) 100 Deg. C

b) Special conditions for supply of Liquid Nitrogen:

1. Supply: Supply of Liquid Nitrogen as per Technical Specification

2. Freight: The transportation of the material shall be arranged by the vendor in their high pressure (Cryogenic tanker safety valve Pressure set at or above 9.5 kg/cm² during unloading) tankers only suited for cryogenic services. It will be the sole responsibility of the vendor to arrange transportation tankers. Tankers should be in good condition with proper sealing and confirming to relevant IS standards. Material should be transported in a manner which meets all safety requirements as levied by concerned authority.

3. Delivery Schedule:

There are two type of delivery schedule:

3a. Regular make-up on depletion of Liquid Nitrogen level: On Staggered delivery basis with advice from OMPL from time to time .Tanker should reach OMPL, Mangalore within 7 days of such request.

3b. Supply during Emergency Shutdown: Vendor should to be capable of supplying the Liquid Nitrogen at a maximum rate of 30 MT per day (average) on daily basis continuously during Nitrogen Plant Shut down period or any urgent requirement of Liquid Nitrogen after intimation from OMPL. The First supply of Nitrogen Tankers (with minimum total quantity of 30MT) should reach OMPL, Mangalore within four days of such request and thereafter shall continue tentatively up to 7 days for average daily supply of 30 MT.

Contract Period: Entire delivery shall be completed within a period of Two year from the date of delivery of first tanker.

4. Consumption:

4a. Minimum Consumption: In case there is no shutdown requirement of Nitrogen Plant or any urgent bulk requirement in OMPL within Two year, minimum guaranteed Liquid Nitrogen consumption shall be assured is twenty five percent (25%) of ordered quantity only. In such case no compensation will be passed to vendor on account of balance undelivered Liquid Nitrogen quantity and order may be short closed at discretion of OMPL.

4b. Maximum Consumption: In the event of excess quantity of liquid Nitrogen requirement above and over ordered quantity, vendor may be asked to supply extra up to 25% of the ordered quantity on the same rate as per approved purchase order.

In case of any problems like Nitrogen plant trip etc. and liquid nitrogen unavailability at the ordered unit, it is completely supplier responsibility to arrange for Liquid Nitrogen supply from the other production facilities/manufacturer with prior approval of OMPL without any time and cost implication to customer and if vendor fails to supply the Liquid nitrogen, OMPL will reserve the right to procure the material at vendor's risk and cost during the period from other manufacturers.

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5. Motor Vehicle Act:

Tankers shall follow motor vehicle act 1988 & its latest updated revision & all other applicable laws of land during transportation of the material from vendor's works to OMPL, Mangalore.

6. Price Reduction Schedule Clause:

In case Liquid Nitrogen tankers are not delivered in time frame as described above in delivery schedule clause no 3, price shall be reduced @½% per week for the value of Liquid Nitrogen not delivered for every week of delay or part thereof.

7. Certificates:

Vendor shall submit Manufacturer's Test certificate along with each supply of the material.

8. Weighment & Analysis:

Supplier to ensure that each consignment should carry commercial invoice copy and other necessary documents along with ARE-1 form (if applicable) and same has to be endorsed/stamped at MSEZ gate entry. In case supplier is not doing so then duty burden is to be paid by supplier only. However payment for each consignment shall be done on actual weighment on OMPL weighbridge which will be final & binding.

9. Special Tools-Tackles/coupling:

Any type of special tools/tackles /coupling/modification required at OMPL site for unloading of Liquid nitrogen tankers shall be in vendor's scope.

10. M.S.D.S / Term Card:

Vendor shall send "Standard Storage Conditions" of your quoted product and Material Safety Data Sheet & TREM Card

11. Excess Quantity:

The excess quantity over the total ordered quantity on account of supply of last truck by vendor shall be acceptable at the desecration of OMPL.

12: Criteria for Splitting the Tender Quantity: OMPL will split the order quantity between L1/L2/L3 bidders on 50:30:20 basis at L1 rates, if L2 & L3 agrees to match L1 rate. If L2/L3 bidder does not agree to match L1 rate, then L4 & so on bidder will be asked to match L1 rate. If only one bidder agrees to match L1 rates, then the total quantity will be split in 60:40 ratio. If no one agrees to match L1 rate then entire quantity will be awarded to L1 Bidder.

13: Statutory Approvals: Bidder must have all the necessary statutory approval and clearances like PESO and others as required for the manufacturing facility/storage facility and cryogenic tankers used for transportation and will submit the same during bidding stage. Vendor shall also provide statutory document like PESO and others for all the cryogenic tankers supplied to OMPL.

14. P.P.Es (Personnel protective equipment's):

The drivers/khalasis must carry proper Personnel Protective Equipment's(PPE) viz : Cryogenic Hand Gloves, Helmet, Gumboot/ Safety shoes, Goggles, Apron up to knee high etc., related to industrial safety, with each tanker and wear the same during unloading of the materials from tanker. In case it is found that the drivers/khalasis do not have the proper P.P.Es with them or not wearing the same, they will be fined with Rs.1000.00 in each occasion, apart from taking other measure as may deemed fit.

15. All other terms & conditions shall be as per our General Purchase Conditions of OMPL and Tender Enquiry documents.

Section III - General conditions of Contract

1. GENERAL GUIDELINES:

- a. Tender should be submitted in the prescribed form furnished by the company only and as given in this Tender Document.
- b. Every tenderer must quote strictly in accordance with the conditions and specifications prescribed by OMPL in this tender document. Special conditions of tenderer (if any) submitted along with the tender documents by the Bidder will be null and void to this Tender, in case they are in conflict with any of our terms and conditions.
- c. The bidder should accept in toto the Technical Specification & scope of work given in the tender document.
- d. All entries in the tender must be written in permanent ink or typewritten without use of eraser or overwriting. Corrections if any should be attested under the full signature of the tenderer.
- e. All the Rates given in the Price Bid referred at Tender Document of Tender must be expressed both in words and in figures and in case of difference between the two, the rates given in words would be final and considered correct.
- f. When person signing the Tender / agreement is not the sole Proprietor of the company the original Power of Attorney or a Notary certified copy thereof authorizing such person to act and sign on behalf of the company must be enclosed.
- g. All renderers are required to read these conditions carefully and return one set duly signed by them as token of having read, understood and accepted the conditions, along with information called for by OMPL.
- h. Company will not be responsible for loss or late / non receipt of tender documents.

2. **TWO BID SYSTEM, SEALING AND MARKING OF BIDS:** Offers are invited under "Two Bid System" and offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial Bids having all details but price column should be blanked out. **However a tick mark (✓) shall be provided against each item of the price Bid Format to indicate that there is a Quote against this item in the priced commercial Bid. This cover will clear be super scribed** with Techno- Commercial Bid along with the tender Number & item description. The second sealed inner cover will contain only the price schedule duly filled in & signed and will be clearly super scribed with "PRICED BID" along with Tender Number. These two covers shall be put into outer cover & sealed. The outer cover should duly bear the Tender number & date of closing / opening prominently underlined along with the address of this office.
Any changes in quotation after opening of the tender will not be considered.
OMPL will not be responsible for the loss of Tender form or the delay in postal transit.
Telex/Telegraphic /telefax / Xerox/ photocopy Bids will not be considered.
3. **DEADLINE FOR SUBMISSION OF BIDS:** The Bid must be received by OMPL at the address specified in the Invitation for Bids not later than 14.00 hours Indian Standard Time (IST) on the notified date of closing of the Tender.
4. **LATE BID:** The Bidders are advised in their own interest to ensure that Bid reaches the specified office well before the closing date and time of the Bid. Any Bid received after dead line for submission of Bid, will be rejected and returned unopened.
5. **PRICE :**Unless otherwise agreed to in the terms of the Purchase Order/Work order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire Purchase order, even though it might be necessary for the Purchase

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order/Work order execution to take longer than the delivery period specified in the Purchase order.

6. **DELIVERY PERIOD:** As mentioned in the Terms and Conditions of Enquiry/ Tender
7. **TERMS OF PAYMENT:** As mentioned in the Terms and Conditions of Enquiry/ Tender
8. **TAXES, DUTIES:** The project falls under the Mangalore SEZ notified area. The Aromatic Complex, a unit of ONGC Mangalore Petrochemicals Limited is being set up in Special Economic Zone, already notified by the competent authority by issuing Letter of Approval, by virtue of which, is exempted from paying Central Government levies such as customs Duty, Excise Duty, Service Tax, CST, etc. However, pending notification for exemption of State levies such as Value Added Tax (VAT), WCT, etc. by Karnataka State Government, these taxes are applicable at present. The State Government of Karnataka has issued a notification dated 26th May 2009 regarding exemption of Entry Tax and Special Entry Tax (excluding petroleum products), copy of which is provided along with the tender document for Contractor's ready reference. The CONTRACTOR shall avail all concessions / exemptions available for the SEZ Project. The OWNER upon request from the CONTRACTOR along with necessary details would provide recommendatory letters, if required, in the prescribed Performa for availing the concessions / exemptions. The responsibility of availing the concessions / exemptions will be that of the CONTRACTOR. However, the CONTRACTOR is advised to vet / examine with the State / Central Government Authorities on the applicable benefits under SEZ Act / Rules. Any presumptions and assumptions in this regard are not acceptable.

However, the CONTRACTOR shall ascertain and ensure themselves about applicability of various taxes, duties and levies and avail all the benefits of taxes & duties relaxation as applicable in the SEZ at Mangalore and quote accordingly.

The BID Price shall be exclusive of taxes and duties which are either EXEMPTED or REFUNDABLE or where input credit can be availed. Taxes where input credit can be availed or REFUNDABLE (which are extra and not to be included in the lump sum price) will not be considered for evaluation of Bids. The successful CONTRACTOR during execution of project will be reimbursed these taxes, duties & levies (if not exempt under SEZ regulations) on submission of documents necessary for claiming Input credit or refund by OWNER, against the claim submitted by the Contractor, not more than once in month.

These reimbursements shall be made by OWNER till such period the State Government notifies the tax exemptions. In case such notification is with retrospective effect, it shall be the responsibility of the CONTRACTOR to facilitate documentation to avail the refund of the tax already paid and OWNER shall recover the amount already paid to the CONTRACTOR towards the tax reimbursement from the subsequent running bills of the CONTRACTOR. In the event of Government notifies these exemptions with prospective effect, no tax reimbursement shall be made to the CONTRACTOR from such date by the OWNER. It is understood that the Karnataka state Government is in the process of notifying the SEZ Policy for the state.

However, the quoted price shall be inclusive of taxes which is NON-REFUNDABLE or where Input Credit cannot be availed by OMPL.

In case, the Government withdraws the SEZ status accorded to the unit or withdraws any of the exemptions applicable to SEZ unit, taxes and duties which were considered as exempt originally would be reimbursed to the CONTRACTOR against documentary evidence. However, the CONTRACTORS are requested to follow the necessary documentation so that OWNER's right to claim INPUT CREDIT / REFUND benefit is preserved.

With regard to VAT on works Contract (WCT) which is not to be included in the quoted price, Contractor shall raise the invoice showing separately an additional amount towards WCT which will be remitted by the OWNER on behalf of the CONTRACTOR to the Tax Authorities as per the prevailing provisions of the KVAT Act. It is in the interest of the CONTRACTOR to obtain a certificate from the appropriate Tax Authority for deduction at a specific rate / deduction at lower or nil rate as applicable. In the absence of the same, OWNER would be free to effect deduction on a fair judgement basis as per interpretation of the tax rate applicability followed by the OWNER. However, OWNER would furnish necessary certificates for amount of taxes so remitted. Besides, the CONTRACTOR shall indemnify the OWNER against taxes which become payable by the OWNER on behalf of the CONTRACTOR on account of statutory or Contractual reasons. Besides, Income Tax TDS & withholding Taxes if applicable would be deducted from the amounts payable to the CONTRACTOR as per applicable statutory provisions unless it is specifically agreed otherwise elsewhere in the Contract.

Any statutory variation or new taxes/ duties/cess/levies notified/ imposed after the submission of last/ final price Bid but before the Contractual date of completion of work shall be to OWNER's account. However, any statutory variation after the Contractual date of completion shall be to CONTRACTOR's account.

It shall be the responsibility of the Contractor to provide the requisite particulars and documents to the Customs and other Government authorities and get the materials cleared and transported in time. Contractor shall be fully responsible for port and Customs clearance including stevedoring, handling, unloading, loading, storage, inland transportation, if any of materials, equipments and plant to storage godown(s), yard (s), Sites(s) etc. Contractor shall be fully responsible for any delays, penalties, charges and losses, if any, in this regard.

OWNER shall upon request from the Contractor along with necessary details, provide recommendatory letters(s) as per Performa prescribed for SEZ projects for obtaining necessary Certificate(s) from SEZ or equivalent authority for availing the concessions/exemptions for import of materials, consumables and spares for the works etc., wherever applicable. OWNER shall upon request from the Contractor along with necessary details, provide such recommendatory letters(s) for sub Contractor(s) of the main Contractor also, provided the sub Contractor's name is appearing in the Contract. However, the responsibility of obtaining necessary Certificate shall be lie with the Contractor.

The Contractor shall also forward clarifications to queries / further information sought by all authorities, if any, with regard to issuance of Essentiality Certificate.

The Contract price is inclusive of income tax and withholding tax leviable under income tax laws and double taxation avoidance treaty applicable and the payment shall be made to the Contractor after deducting such taxes by the Owner. Necessary certificates shall be issued by the Owner for amounts so deducted. However, the Contractor's responsibility to undertake compliance with all statutory provisions under any law would remain with them.

The Contractor shall indemnify the OWNER against taxes which become payable by the OWNER on behalf of the Contractor on account of statutory or Contractual reasons. Such recoveries if any can be made from payments under any of the Contracts between the OWNER and the Contractor.

Should the CONTRACTOR fail to provide the required descriptive catalogues, literature, Drawing Packing list, invoices or any other document required to avail the SEZ benefits to concerned authorities / agencies and should any taxes which are exempted under SEZ be assessed and levied due to such failure or any other reason attributable to CONTRACTOR, the same shall be solely to the CONTRACTOR's account.

The Contractor is required to undertake all the formalities related to import and re-export of construction equipment.

It shall be the sole responsibility of the Contractor to assist the Owner / PMC for 2 (two) year from Final Completion of the Contract for answering / resolving the queries / clarifications sought by various authorities including but not limited to SEZ authorities and auditing authorities.

In the event of delayed delivery, if duties and taxes are increased or any change in Import-Export policy, the incidence of such increase shall be to the CONTRACTOR's account.

9. **INSPECTION:** As mentioned in the Terms and Conditions of Enquiry/ Tender.
10. **SECURITY DEPOSIT:** Successful Bidder shall furnish Security deposit in equivalent to 10% of the Contract/ Purchase order value within 15 days of receipt of LOA/ Purchase order for satisfactory execution of the order by way of a Demand Draft drawn in favour of M/s. ONGC Mangalore Petrochemicals Limited, payable at Mangalore. The Vendor shall confirm his acceptance of Security Deposit at the time of submitting the offer as per tender conditions. Offers without confirmation of Security Deposit will be summarily rejected.

Such Security Deposit shall be held by the OWNER as security for the due performance of the Successful Bidder's obligations under the Contract including defects liability period. Bank Guarantees strictly in attached format shall also be accepted in place of Demand Draft.

Bank Guarantee issued by the following banks shall be accepted

- Indian Nationalized Bank
- Export Import Bank of India
- A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
- Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

The bank guarantee issued by a Cooperative Bank shall not be accepted.

The Security Deposit shall be forfeited in case the vendor fails to execute the order as per the tender conditions.

Successful Bidder shall from time to time at the request of the OMPL suitably extend the validity of any Bank Guarantee (whether furnished by way of Security Deposit) for such period as may from time to time be required by OMPL failing which, without prejudice to any other right or remedy available, the OMPL shall be entitled to encash the Bank Guarantee.

11. **WARRANTY/ DEFECT LIABILITY:** Successful Bidder is required to provide warranty of the material supplied /Defect Liability for the works shall unless otherwise specified be 12 (twelve) months from the date of commissioning/installation or 30 (thirty) months from the date of supply, whichever is earlier.
12. **PRICE DISCOUNT FOR DELAY IN DELIVERY/COMPLETION PERIOD (IF APPLICABLE):** will be applicable @ 0.5% of the Work order/Purchase Order per week or part thereof for delay in supplies/delay in completion subject to a maximum ceiling of 5% of Purchase Order/Work Order value. Price adjustment for delay in delivery/completion will be imposed on the cost of order price of delayed supplies, except however, where in the judgment of OMPL the supply of partial quantity does not

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fulfill the operating need, Price discount will be imposed on full value of the Purchase Order/Work order. For imported items for the purpose of Price discount, date of dispatch at FOB Port (Air Way Bill/Bill of lading) is considered as delivery date for imported consignments. For Indigenous items for the purpose of Price discount, date of receipt of material at OMPL, Mangalore site is considered as delivery date for Indigenous consignments.

13. **DEVIATION TO TENDER TERMS:** Deviation to tender conditions liable for rejection of the Bid However if any Bidder is not able to quote due to lack of clarification /Understanding of any tender condition and so does require any deviation, he may depict the deviation required to the Contract condition in a separate letter and should be kept in separate envelope super scribed with "Deviations to tender conditions" mentioning the tender number. In this letter both the Contract condition and required deviated conditions should be mentioned. It is the prerogative of OMPL to consider any such Bids where deviations are required for the Bidder.
14. **INSURANCE:** CONTRACTOR shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period until ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances
 - a. **Transit & Erection Insurance:** Insurance for the materials to be supplied and erection shall be covered by the Supplier/Contractor.
 - b. **Workmen's Compensation Insurance (WCI)/ Employer's Liability Insurance (ELI):** This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR 's employees engaged in the WORKS.
 - c. **Third Party Liability Insurance (TPL):** Shall be covered by the Contractor. CONTRACTOR shall at all times indemnify and keep indemnified the OWNER and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of or to property or person of any sub Contractor and/or the servants or agents of the CONTRACTOR or any other Contractor(s) and any sub Contractor and/or of the OWNER), and the CONTRACTOR shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period and maintain insurance policies in respect of all insurable liabilities under this clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, 1988; Workmen's Compensation Act, 1923; Fatal Accidents Act, 1855; Personal Injuries (Compensation) Insurance Act, 1963, Emergency Risk Insurance Act, and/or other Industrial Legislation from time to time in force in India with insurance Company(is).
15. **OFFER VALIDITY:** Offer shall be valid for a period of 90 days from the due date of submission of Priced & Un-priced offer. Necessary extension shall be sought within the validity period in case of any extension is required at that stage.
16. **LANGUAGE AND SIGNING OF BID:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and OMPL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purpose of interpretation of the Bid, the translation shall prevail
17. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the OMPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
18. **INCOME TAX LIABILITY:** The Bidder will have to bear all Income Tax liability both Corporate & Personal Tax.

19. **BID CURRENCIES (APPLICABLE FOR INDIGENOUS BIDDERS ONLY):** Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered.
20. **BID CURRENCIES (APPLICABLE FOR FOREIGN BIDDERS ONLY):** The Bidders are to quote firm prices. They may Bid in any currency (including Indian rupees). Payment will be made accordingly. Currency once quoted will not be allowed to be changed.
21. **BANK CHARGES / STAMP DUTIES / TAXES(APPLICABLE FOR FOREIGN BIDDERS ONLY)**

All bank charges (including charges for confirmation of letter of credit if required by seller) and stamp duties payable in seller's country in connection with the payment to be made under this purchase order shall be borne by the seller. All bank charges and stamp duties payable in India shall be borne by the purchaser.

All bank charges, taxes, duties and levies of any kind that may be payable up to the stage of putting the materials in F.O.B position shall be borne by the seller.

All taxes and duties payable in India on the materials shall be payable by the purchaser.
22. **BANK CHARGES (APPLICABLE FOR INDIGENOUS BIDDERS ONLY):** All bank charges including charges for confirmation of letter of credit if required by seller/Charges incurred during Thru Bank transaction are to respective accounts.
23. **CUSTOMS CLEARANCE & CUSTOMS DUTY (APPLICABLE FOR FOREIGN BIDDERS ONLY):** Import customs clearance for foreign Bidder towards supply of complete equipment under this Contract shall be carried out by OMPL and all shipping documents should be drawn in the name of OMPL. The estimated cost towards customs clearance & all other statutory charges / incidental charges will be taken into account for the evaluation of the landed cost.
24. **EVALUATION AND COMPARISON OF BID:** Evaluation and comparison of Bids will be done as per provisions of Bid Evaluation Criteria.
25. **CONVERSION TO SINGLE CURRENCY (APPLICABLE FOR FOREIGN BIDDERS ONLY)** To facilitate evaluation and comparison, OMPL will convert all Bid prices expressed in the amounts in various currencies in which Bid prices are payable utilizing the currency, source and based on RBI exchange rate prevailing on Bid closing date.
26. **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS: OMPL** has to finalize its purchase within a limited time schedule. Therefore, OMPL will not seek any clarification in respect of incomplete offers Prospective Bidders are advised to ensure that their Bids are complete in all respects and confirm to OMPL's terms, conditions. Bids not complying with OMPL's requirement **will** be rejected without seeking any clarification.
27. **EXAMINATION OF BID :**OMPL will examine the Bids to determine whether they are complete, whether any computational error have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. OMPL will determine the conformity of each Bid to the Bidding documents.
28. **OMPL'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS: OMPL** reserves the right to reject, accept or prefer any Bid and to annual the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for OMPL's action. OMPL also reserves to itself the right to accept any Bid in part or split the order between two or more Bidders.
29. **SPECIFICATION:** The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not confirm to the required specifications indicated therein. The lowest Bid will be determined from those Bids, which are in full conformity with the required specifications.

30. **MODIFICATION & WITHDRAWAL OF BID :**No Bid may be modified after the deadline for submission of Bids
31. **VAGUE & INDEFINITE EXPRESSIONS:** Bids Qualified vague and indefinite expressions such as "Subject to Availability" will not be considered.
32. **UNSOLICITED POST TENDER MODIFICATION:** Unsolicited post-tender modification will lead to straight away rejection of the offer.
33. **CONTACTING OMPL:** No Bidder shall contact OMPL on any matter relating to its Bid, from the time of the opening till the time the Contract is awarded.
34. **AWARD OF CONTRACT:** OMPL will award the Contract to the successful Bidder whose Bid has been determined to be in full conformity to the Bid documents and has been determined as the lowest evaluated Bid.
35. **PART ORDER / REPEAT ORDER:** Vendor hereby agrees to accept part order at owner's option without any limitation whatsoever and also accept repeat order(s) during a period of six months from the date of original purchase order on same unit prices, terms and conditions.
36. **REFERENCE FOR DOCUMENTATION :**In the event of an order is being released, the order number must appear on order confirmation, correspondence, drawings, and invoices, shipping documents, packing and on any other documents or papers connected with the Purchase order.
37. **CONFIRMATION OF PURCHASE ORDER:** In the event of an order, the Vendor shall acknowledge the receipt of the Purchase order within ten days by mailing `Purchase order and shall there by confirm his acceptance of the Purchase Order without any exceptions. This acknowledgement will bear on both purchase order and General Purchase Conditions.
38. **EXPEDITING:** OMPL / OMPLs representative have been assigned to expedite both manufacture and shipment of equipment and materials covered by the Purchase Order. The OMPL/OMPL's representatives shall have free access to vendor's shop and / or sub-suppliers shop at any time and they shall be provided all the necessary assistance and information to help them perform their job.
39. **SHIPMENT AND SHIPMENT NOTICES (APPLICABLE FOR FOREIGN BIDDERS ONLY):** The vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. As soon as any shipment is made, the Foreign Supplier shall send advance information by way of Fax message, giving particulars of the shipment, vessels name, port of shipments, Bill of Lading number and date, total FOB and freight value with confirmation copies by post.
40. **SHIPPING (APPLICABLE FOR FOREIGN BIDDERS ONLY):** All shipment of materials shall be made by first class direct vessels. The Foreign Supplier shall arrange with vessels owners of Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate the handling and off loading at the port of destination and to avoid any over carriage at the port of discharge. All shipments shall be under deck unless carriage on deck is unavoidable. The bills of lading should be made out in favour of Manager (MM), ONGC Mangalore Petrochemicals Limited, Mangalore – 574 509 (INDIA). All columns in the body of the Bill of Lading namely marks and numbers, material description, weight particulars, etc. should be filled in accurately and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, etc. clearly and separately and the net total freight payable shown at the bottom.
41. **SHIPPING DOCUMENTS (APPLICABLE FOR FOREIGN BIDDERS ONLY):** All documents viz. Bill of Lading, Invoices, Packing List, Freight Memos, and Country of origin certificate. Test certificate Drawings and Catalogues should be in English language. In addition to the Bill of Lading which should be obtained in 3 stamped

original plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the bills of lading). Country of origin certificate, test / composition certificate shall be made out against each shipment as specified in the Order. The bill of lading, invoice and packing list specifically must show uniformly the Marks and numbers; contents case wise, country of origin, consignee's name, port of destination and all other particulars. The invoice must show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars, actual contents in each case, net and gross weight and dimensions and the total number of packages. All documents should be duly signed by the Vendor's authorized representative.

42. **TRANSMISSION OF SHIPPING DOCUMENTS (APPLICABLE FOR FOREIGN BIDDERS ONLY):** Foreign supplier shall obtain the shipping documents in three complete sets of original stamped copies of the bill of the lading as quickly as possible after the shipment is made and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign supplier shall be fully responsible for any delay and / or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents
43. **INVOICING & NEGOTIATION OF DOCUMENT:** In the event of an order, invoice and other documents such as RR, GC Note and Delivery Challans etc., (in case of imported shipment Bill lading / Air Way Bill, Invoice, Packing list, Country of Origin etc) as hereunder. Original + 2 copies to For imported supplies dispatch documents shall be forwarded as below:
Notify no: 1 C & F Agent (Nominated By OMPL)
Notify no: 2 Manager (MM) ONGC Mangalore Petrochemicals Limited, Mangalore special Economic Zone, Permude, Mangalore - 574 509 Tel: 0824-6622261 Fax: 0824-2881539
44. **DESPATCH INSTRUCTIONS:** The goods shall be consigned in the name of consignee viz., ONGC Mangalore Petrochemicals Limited (An SEZ Unit), Mangalore special Economic Zone, Permude Village Mangalore-574509. (Karnataka) – India. Phone: 0824-6622261 Fax 0824-2881539 Goods shall be dispatched by the most economical and expeditious mode of transport to the destination as applicable for respective mode of dispatch.
45. **WEIGHTS AND MEASUREMENTS:** The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weight and measurements as giving the Owner's Purchase Order.
46. **SPARE PARTS:** The vendor must furnish itemize and priced list of spare parts required for two years operation of the equipment. The vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as inter-changeability chart.
47. **CONTROL REGULATIONS:** In the event of an order, the supply, dispatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provisions of Industries (Development Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Owner disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by the Purchase order.
48. **RESPECT FOR DELIVERY DATES:** Time of delivery as mentioned in the Purchase Order shall be the essence of the Contract and no variation shall be permitted except with prior authorization in writing from the owner. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery. Wherever delivery period is not expressly stated, it shall be construed as seven days from the date of placing the Purchase order. The Owner reserves the right to defer the period of delivery in writing.
49. **REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:** In case the testing and inspection at any stage by inspectors reveal that the equipment, materials

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and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at his/its own expense and risk within the time allowed by the OMPL. The OMPL shall be at liberty to dispose off such rejected goods in such manner as he thinks appropriate in the event the vendor fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the OMPL. If any, on the inward journey of the rejected materials shall be reimbursed by the vendor or the owner before the rejected materials are removed by the Vendor. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment. If so required by the OMPL. The time taken for replacement in such event will not be added to the Contractual delivery period.

50. **RECOVERY OF SUMS DUE:** Whenever any claim against the Vendor for payment of a sum of money arises out of or under the Contract, the Owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other Contract with the OMPL and should this sum be not sufficient to cover the recoverable amount the Vendor shall pay to the OMPL on demand the balance remaining due.
51. **NON-WAIVER** Failure of the OMPL / Procurement Coordinators / consultants to insist upon any of the terms or conditions incorporated in the Tender enquiry or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed to waiver of any right of the OMPL Procurement Coordinators / Managers to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Procurement Coordinators / Managers act as waiver of the terms hereof.
52. **NON ASSIGNMENT:** The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Owner.
53. **CHANGES:** In the event of an order, the Owner has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalized within 10 days from the date when the change is required.
54. **MODIFICATIONS:** The Owner shall have the right to make technical changes or modifications in the technical documents / specifications comprised in the Purchase Order. The Vendor shall comply with such a written request or make alternative suggestion. Any such changes or modifications shall be at the cost, if any, of the OMPL. As soon as possible after receipt of the written request for changes, Vendor shall furnish in writing to the OMPL, an estimate of cost for the changes and modifications. On receipt of OMPL's written authorization, the Vendor shall promptly proceed with the changes/modifications
55. **PATENTS AND ROYALTIES:** On acceptance of this order, the vendor will be deemed to have entirely indemnified the OMPL from any legal action or claims regarding compensation for breach of patent rights which the vendor deems necessary to apply for manufacturing the ordered equipment and / or materials or which can in any way be connected in the manufacture.
56. **PERMITS AND CERTIFICATES:** The vendor shall procure, at its expense, all necessary permits, certificates, and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and the Vendor further agrees to hold the Client and the Purchase harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances, or other rules.

57. **VENDOR'S DRAWINGS AND DATA REQUIREMENT:** The vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the Bid document and of the Vendor's drawing and data from attached to the Purchase Order and as called for in the Clause 8 viz. Expediting above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purpose including settlement of payment since the said submissions are an integral part of Purchase Order execution.
58. **TECHNICAL INFORMATION:** Drawings, specifications and details shall be the property of the OMPL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of the OMPL. The Vendor shall not disclose the technical information furnished to or gained by the Vendor or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by the OMPL shall at all times remain the absolute property of the OMPL.
59. **SERVICE OF VENDOR'S PERSONNEL:** Upon three weeks advance notice, the Vendor shall depute the necessary personnel to site for supervision of erection and start up of the equipment and train OMPL personnel for the operation and maintenance of the equipment, if required by the OMPL. The terms and conditions for the services of the vendor's personnel shall be indicated in the quotation itself.
60. **CANCELLATION/TERMINATION:** OMPL shall be at liberty to cancel the Contract forthwith at any time under the following conditions.
- a. If the successful tenderer shall commit a breach of any of the conditions stipulated Contract and fail to remedy such breach within four days of the receipt of the written notice from OMPL in this regard.
 - b. Upon
 - i. The death or adjudication as insolvent of the successful tenderer, if he/she be an individual.
 - ii. The liquidation, whether voluntary or passing of the effective resolution for winding up of the successful tenderer if it be a company.
 - c. If any successful tenderer or any partner in the firm of the successful tenderer shall be convicted of any criminal offence.
 - d. If a receiver is appointed of any property or assets of the successful tenderer.
 - e. If the successful tenderer deliberately contaminates or tempers with quality or product supplied by OMPL.
 - f. OMPL will be at liberty to short close the Contract work order without assigning any reason whatsoever by giving a notice of 1 (One) month
- The OMPL right to cancel the Contract under the terms, aforesaid shall be without prejudice to any of its other rights and remedies against the successful tenderer In the event of OMPL cancelling the Contract; it shall not be liable to pay for any loss or compensation in respect of such cancellation
- Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Order and matters connected with it. OMPL in that event will be entitled to procure the requirement in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor's reserving to itself the right to forfeit the security deposit, if any made by the Vendor against the Contract.
61. **DELAYS DUE TO FORCE MAJEURE:** If at any time during the continuance of the Contract the performance in whole or part by either party of any obligation under the Contract shall be prevented or delayed by reasons of war, hostility acts of public enemy, civil commotion, sabotage. Fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events) then provided notice of the happenings of any such events if given by either party or the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such

event, be entitled to terminate the Contract nor shall either party have any claim for damage against whether in respect of such non-performance or delay in performance. Deliveries or acceptance of deliveries under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the OMPL as to whether the deliveries or acceptance of deliveries have to be so resumed or not shall be final and conclusive provided further if the performance in whole or part or any obligation under the Contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the Contract.

- 62 **ARBITRATION:** Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties to the Contract or their respective representatives or assignees, at any time, in connection with construction, meaning, operation, effect, interpretation of or out of the Contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by the Director-In-Charge of OMPL.

It is also agreed that there shall be no objection for appointment of an employee of OMPL as a Sole Arbitrator who also may or may not hold shares of OMPL. a) Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice. b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Managing Director of OMPL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo. c) It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. d) It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award. e) The arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties. f) The venue of the arbitration shall be Mangalore, Karnataka, India. g) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. h) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

- 63 **DIFFERENCE IN MEANINGS/TERMS:** In case of any difference in meaning /understanding /contradictory terms or conditions in the documents, the stricter terms favoring OMPL will apply.
- 64 **JURISDICTION:** The Vendor hereby agrees that the Courts situated in Mangalore alone shall have the Jurisdiction to hear and determine all actions and proceedings arising out of this Contract.

TERMS AND CONDITIONS APPLICABLE FOR CONTRACTS/SERVICES WHILE WORKINGS INSIDE OMPL PROJECT SITE AND OFFICE

- 65 **TIME SCHEDULE/MOBILISATION/COMPLETION PERIOD:** Monthly/weekly construction programmes will be drawn up by the Engineer-in-charge jointly with the Contractor based on demand/ availability of materials, work fronts etc. The Contractor shall scrupulously adhere to the targets/programmes by deploying adequate personnel, survey instruments, construction equipment, tools and tackles and also timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of targets set out in the monthly/weekly programme and the degree of achievements, the decision of Engineer-in-charge will be final and binding on the Contractor. Contractor shall give every day report on deployment of category-wise labour and equipment along with the progress of work done on previous day in the perform prescribed by the Engineer-in-Charge.
- 66 **UNDERGROUND AND OVERHEAD STRUCTURES :**The Contractor will familiarise himself with and obtain information and details from the Owner in respect of all existing

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structures, overhead lines, existing pipelines and utilities existing at the job site before commencing work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc are not disturbed or damaged and shall indemnify and keep indemnified the Owner from and against any destruction thereof or damages thereto.

67 **CO-ORDINATION WITH OTHER AGENCIES:** The work shall be carried out in such manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper co-ordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at the job site arising out of or related to the performance of the work, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

68 **LABOUR LAWS:** The Contractor shall obtain necessary licence from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to the Engineer-in-charge before start of work.

The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through Contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract labour (Regulation & Abolition) Act- 1970 or their applicable law rule or regulation if applicable.

The provision of EPF & MP Act. 1952 and the Rules/Scheme there under shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the Engineer-in-Charge before commencing the work.

The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 6.1 above or in obtaining the code number under Clause 6.3 above and the same shall not constitute a ground for extension of time for any purpose.

The Contractor shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

69 **LABOUR RELATIONS:** In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

The Contractor shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-in-Charge from time to time. The workmen deployment by the Contractor should also possess the necessary licence etc., if required under any law, rules and regulations.

The Contractor shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. Special preference shall be given to persons and/or dependents of persons whose land has been acquired for the project work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may employed.

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

70 **CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK:** The Contractor's labourers must leave the location of the project site/township after the work is tapered/completed to avoid creation of a Slum in the areas adjoining the project/township.

- 71 **TEMPORARY WORKS:** All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them for erection shall be deemed to have included the cost of such works, which shall be removed by the Contractor at his cost, immediately after completion of his work.
- 72 **MAKE OF EQUIPMENTS/COMPONENTS:** Contractor shall procure and supply the items covered in their scope from the approved vendors. Wherever an item is specified or described by a particular brand name, manufacturer or vendor, the specific item mentioned shall be for establishing type, function and quality desired. Other manufacturer's products will be considered, provided sufficient information are furnished to the Employer to assess the products proposed as equivalent and acceptable. Contractor shall take prior approval from Engineer-in-Charge for procuring such items which are not covered under approved vendor list.
- 73 **QUALITY ASSURANCE SYSTEM.-** As applicable The Contractor shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of Contract. After the award of the Contract, detailed quality assurance programme to be followed for the execution of Contract under various divisions of works will be mutually discussed and agreed to. The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognised codes.
Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance. , plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities at all stages of work at site as well as at manufacturer's works and despatch of materials.
The Owner/or their representative shall reserve the right to inspect/witness review any or all stages of work at shop/site as deemed necessary for quality assurance.
The Contractor has to ensure the deployment of quality Assurance and Quality control Engineer(S) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(S) are incompetent or insufficient Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
In case Contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless and until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 74 **TEST AND INSPECTION OF WORKS:** The Contractor shall carry out the various tests as per direction of Engineer-in-Charge either on field or outside/laboratories concerning the execution of work and supply of the material by Contractor. All the expenses shall be borne by the Contractor and shall be considered as included in the rates quoted. The inspection shall be done by the following agencies:
Representative deputed by Engineer-in-charge
Representative deputed by Statutory Authority
Contractor shall give prior notice sufficiently ahead of time to the Engineer-in-charge and also to the authorities to conduct inspection/to witness such tests.
The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.
The Contractor shall provide for purpose of inspection access ladders, lighting equipment for testing and necessary instruments etc. at his own cost including Low Voltage Lighting equipments for tray fixing and inspection work.

Compressed air for carrying out works shall be arranged by the Contractor at his own cost. Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost. All results of inspection and tests will be recorded in the inspection reports, Performa of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-charge and the cost of such tests shall be reimbursed by the Owner at actual to the Contractor or production of documentary evidence.

Inspection and acceptance of the work by the Engineer-in-charge shall not relieve the Contractor from any of his responsibilities under this Contract.

- 75 **LAND FOR RESIDENTIAL ACCOMMODATION:** Contractor shall arrange land for residential accommodation for his staff and workers at his own cost and the quoted price shall be deemed to include the same.
- 76 **FUEL REQUIREMENT OF WORKERS/TRANSPORT:** Contractor shall be responsible to arrange at his own cost for the fuel requirement of his workers and staff, cutting of trees etc. shall not be permitted for his purpose. To and fro from place of residence are also included in Price.
- 77 **REGISTRATION UNDER STATE GOVT. SALES TAX ACT/Service tax etc:** Attested copy of certificate of registration under State Govt, sales Tax Act in the Performa prescribed by the State Govt. should accompany the tender. The registration under Sales Tax Act should be in the name of the FIRM/INDIVIDUAL quoting for the work. In the absence of the above registration, tender may not be awarded the work tendered for in the light of State Government directive/instruction. Tenderer shall undertake to register as per provision of statues.
- 78 **CONSTRUCTION EQUIPMENT:** The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time Schedule, progressively deploy adequate equipments and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule. The renderer shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. No construction equipment shall be supplied by the Owner unless, otherwise specified. Tenderer to ensure deployment of suitable cranes/required equipment and take all safety precautions during execution of work
- 79 **SITE ORGANISATION:** The renderer shall submit the details of organisation proposed by him at site of work for the implementation of the works under the Contract, together with bio-data of the key personnel. The Contractor shall however without prejudice to his overall responsibility of execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer-in- Charge depending on the exigencies of work to suit the construction schedule without any additional cost to owner.
- 80 **PROVIDENT FUND:** The Contractor should strictly comply with the provision of the Employees Provident Fund Act. It is to be noted that the subject Contract would be awarded only to those agencies who have fulfilled the following requirements:
Obtained licence under Contract Labour (Abolition and Regulation) Act 1970
P.F. Registration Number allotted to them by RPFC.
The agencies should promptly deposit P.F. deduction of the eligible Contract employees plus the employer's contribution to the RPF. For this purpose agency must submit a certificate in their Bill that PF amount has been deducted from the eligible employees and along with the employers contribution has been deposited with RPFC. In support of this the agency must furnish the challans/receipt for the payment made to RPFC for the earlier months.
If the certificate and the challans/receipt referred to in clause 33.2 (c) above are not furnished, the Finance & Accounts Dept of Owner will deduct 16% (Sixteen Percent) of

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the amount of the Contractor's bill and retained deposits may only be refunded to the Contractor on production of the Challans/receipt.

- 81 **ROYALTY:** All royalties etc., as may be required for any Borrow Areas including right of way et. To be arranged by Contractor shall be deemed to have been included in the quoted prices.

Contractor's quoted rate should include the royalty on different applicable items as per the prevailing State Government rates. In case, owner is able to obtain the exemption of Royalty from the State Government, the Contractor shall pass on the same to owner for all the items involving Royalty. Any increase in prevailing rate of Royalty shall be borne by the Contractor at no extra cost to the Owner. The Contractor should indicate the rate of Royalty considered in their offer.

- 82 **PUTTING UP OF BUILDINGS ON PROJECT SITE-If applicable:** The Contractor shall put up temporary structures as required by him for his office fabrication shop and stores only on the area allocated to him on the Project Site. No tea stalls/canteens should be put up or allowed to be put up by Contractor in plant area without written permission of the owner. No Person other than authorised watchman shall be allowed to stay in the plant area after completion of the day's work without prior written permission of the Engineer-in-charge.

STATUTORY REQUIREMENTS/ SAFETY REQUIREMENT AS APPLICABLE WHILE WORKING INSIDE PROJECT SITE/OMPL OFFICE

- 83 Contractor shall be responsible for the safety and health of all his employees.

- 84 All Liabilities under IE rules 1956/labour laws, insurance on account of this Contract for personnel/labour shall be done by the Contractor. Engineer In-charge in co-ordination with P&A dept will be ensuring that all these statutory requirements pertaining to labour and safety is compiled by the Contractor during the execution of the said Contract. Workmen employed by the Contractor are required to comply with/maintain the following under Contract labour (regulation and abolition) act and also make it available for the inspection by OMPL.

- a. Workmen register
- b. Attendance register
- c. Wage register (payment to be made strictly as per minimum wages act)
- d. Work commencement certificate from labour commissioner and labour license if required
- e. Insurance cover towards temporary disablement and permanent disablement for the workmen
- f. PF Contribution -As per PF act the Contractor has to obtain separate code for the PF of their employee from the PF commissioner. Details of payment of PF for the wages disbursed by the Contractor to the workmen shall be submitted to OMPL periodically.

- 85 The Contractor should give an Undertaking that he has gone through all terms and conditions of OMPL General Conditions of Contract and all terms and conditions are agreeable to them.

- 86 Contractor shall ensure strictly all Safety Precautions to be taken in a Project site. "Special safety precautions to be taken by the Contractors working project site is to be taken from Engineer In charge.

- 87 Contractor shall ensure that all workmen entering petrochemical plant premises are provided with valid photo gate passes and to be produced on demand by each workman.

- 88 The Contractor shall submit the Bio-data of all the employees including the Supervisor to the Engineer-in-charge before taking up the job. Only those employees who's Bio-data are approved shall be allowed to work inside the Petrochemical plant Complex. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from OMPL premises and provide alternate personnel.

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- 89 The Contractor shall make his own transport arrangements/stay and food for their personnel during normal duties as well as extended duties and no company transport shall be provided to the Contractor.
- 90 The Contractor shall make himself fully conversant with the locations and the type of job to be carried out.
- 91 Housekeeping of the workplace shall be done strictly by the Contractor on daily basis or as required by the Engineer-in-charge. Contractor to collect all debris/ scrap and dump at designated Scrap Yard within the project site.
- 92 The Contractor shall prepare plan for executions of jobs and get the same approved by the Engineer-in-charge. The Contractor shall submit progress report at specified intervals and shall be responsible to ensure the specified progress.
- 93 The Contractor shall ensure that day's work planned by OMPL Engineer-in-charge is completed on the same day. In case of backlog, the Contractor to increase the manpower or equipment resources to ensure timely completion of the job.
- 94 The Contractor shall ensure good workman-ship in all the jobs carried out. Any defects found in the completed jobs shall be rectified by the Contractor free of charge to the satisfaction of the Engineer-in-charge.
- 95 If at any stage of the work, the progress of the Job is found unsatisfactory, OMPL reserves the right to carry out the remaining portion of the Job by hiring the services of the other agencies and charge the cost of such services to Contractor's account. In case of any disputes OOMPL's decision will be final & binding.
- 96 The work to be carried out in a manner so as not to cause damage to the surroundings. Damage if caused during carrying out the Job has to be made good by the Contractor at no extra cost to OMPL.
- 97 No Extra Bill or Claim for extra work or supply of material will be entertained unless undertaking of such extra work/supply of material has been authorised by OMPL in writing.
- 98 OMPL reserves the right to terminate the Contract without assigning any reason at any time during the validity of the Contract period.
- 99 Monthly RA Bills shall be submitted to Accounts Dept. on any working day duly certified by the Engineer-in-charge after completion of work.
- 100 OMPL reserves the right to award the job in full or in any combination of the items as felt convenient.

SPECIAL SAFETY PRECAUTIONS TO BE TAKEN BY CONTRACTORS WORKING IN THE PROJECT SITE

- 101 Smoking /use of cell phones inside the project site is strictly prohibited. Contractor shall ensure that all workmen employed do not smoke inside the petrochemical plant premises. Workmen shall not strike any arc or light naked flame without valid permit. They will not be permitted to bring in any flammable materials or matches while entering the petrochemical plant premises.
- 102 Contractor shall ensure that valid permits are available for doing the work. Contractor shall not start or continue any type of work without the valid permit.
- 103 The Contractor shall strictly adhere to all conditions and safety precautions mentioned in the work permits. OMPL reserves the right to cancel any work permits issued, without assigning any reason
- 104 Contractor should ensure that all workmen being employed inside the Petrochemical plant premises have undergone "Fire & Safety Training Program" conducted by OMPL from time to time.

- 105 The Contractor shall ensure that their men do not tamper with the facilities in operation. They shall not operate any Valves/ Switches etc. unless specifically directed to do so by Engineer-in-charge.
- 106 All Contract men shall wear Safety Helmets & Safety Shoes. They will not be permitted to enter operation unit area without wearing safety helmet & safety shoes.
- 107 Depending upon the nature of the job, Contract men shall compulsorily wear Personal Protection Equipment such as Hand Gloves, Safety Belt, Face Shield, Goggles, Boiler Suit.
- 108 Contractor shall instruct his workers to stop all jobs immediately in case of fire alarm. Further they must leave the work site and proceed towards the designated areas/ as per instruction of EIC
- 109 Contractor shall instruct his workers to stop all jobs immediately incase release of liquid/gas/toxic/hazardous chemicals etc, and inform the concerned OMPL personnel available at site.
- 110 The Contractor shall ensure that his workmen do not move around freely inside project site other than the assigned place of work & also do not sleep anywhere inside petrochemical plant premises.
- 111 Consumption of intoxicating preparation or attending duty under the influence of such products is Strictly Prohibited.
- 112 The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from OMPL premises and provide alternate personnel.
- 113 Contractor's Vehicles/Engines and permitted type of electrical equipment & tools that are to be used inside project site are to be certified by competent authority.
- 114 OMPL may suspend work at any time or terminate the Contract for a pattern of frequent failure to adhere to Safety Laws, Regulations & Onsite-Safety Procedures.

SAFETY INSTRUCTIONS TO BE STRICTLY FOLLOWED FOR HOT JOBS

- 115 All welding machines Power connection should be connected to the welding receptacle through welding plug tops only.
- 116 Supply power cable to welding machines, welding current regulator, portable electrode oven, grinding machines, power distribution board etc. should not have any cable joints. (Single piece Cable).
- 117 Welding Cables & Gas hoses should be inspected for cuts, Leaks, Brakes & Insulation damages. The Fittings & Valves of Gas & Oxygen Pressure Cylinders should be inspected for leaks.
- 118 Pressure Cylinders should be kept at a safe distance from welding or cutting operations.
- 119 All power cable ends should have industrial plug on one side and other end directly into the machine. (No naked end pinning into will be permitted)
- 120 Earthling welding cable should be rigidly connected to the material being welded & securely attached at a location immediately adjacent to the welding.
- 121 Welding cable ends should be lugged & bolted on the machine side, Holder & earthling side. No joints will be permitted on the welding cable. Only aluminum/ copper cable should be used for welding holder & earthling during welding.
- 122 Grinding machines should be connected through a three core single cable with industrial plug top one side and direct to the machine on the other end. (No cable joint will be permitted).
- 123 All grinding machines used should have wheel guards.

Signature & Seal of the Bidder

- 124 No jobs should be started without the valid work permit and to be stopped on expiry/withdrawal of the permit. When the welder stops working the welding machine should be shutdown & the valves on the cylinders should be closed and the pressure from the regulators should be released.
- 125 All stand by firefighting equipment as mentioned in the Hot work permit to be ensured at the place of work.
- 126 All the workmen & Supervisor should have personal protection equipment like Helmet, Safety Shoes, gloves, Welding helmet & gloves for the welder, Goggles for Grinder & Gas Cutter. Safety belts should be used while working at heights.

Company or by any other matter of thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.

3. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that Company may have in relation to the Contractor's liabilities.
4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and it shall continue to be enforceable till all the dues of the Company under or by virtue of this Contract have been fully paid and claim satisfied or discharged or till the Company discharges the Guarantee in writing.
5. We further agree that as between us and Company for the purpose of this Guarantee any notice given to us by the Company and any amount claimed in such notice by the Company that the money is payable by the Contractor and any amount claimed in such notice by the company shall be conclusive and binding on us notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs..... (Rupees) I aggregate and it shall remain in full force upto and including sixty days after unless extended further, from time to time, for such period as may be instructed in writing by M/S..... on whose behalf this Guarantee has been given, in which case it shall remain in full force upon and including 60 days after extended date. Any claim under this Guarantee must be received by us before the expiry of the 60 days from or before the expiry of the 60 days from the extended date. If no such claim has been received by us within the sixty days has been received by us within the sixty days after the said date/extended date, the Company's right under this guarantee will cease. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all the Company's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Dated this Day of2017.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

(Designation with Bank Stamp)

Attorney as per power of

Attorney No.....

Dated:

FORMAT-II (Appendix-I)**STATEMENT OF CREDENTIALS**

(Attachment to BQC/Technical Bid)

Technical/Commercial Bid-Evaluation/Qualifying Criteria

Tenderers should fill their technical offer by providing all information as follows (If not applicable - Please mention as 'N/A') :

1	Name of the Firm	
2	Nature of the Firm (State whether Limited Company, Partnership Firm, Co-op. Society or Sole Proprietor, Photocopies of documents Confirming constitution of the firm to be Enclosed)	
3	Year of Establishment	
4	Registration Number, if any	
5	Registered Postal Address	
6	Telegraphic Address, if any	
7	Telephone No. (s)	
8	Fax No. (s), if any	
9	E-mail ID, if any	
10	Address of Branches, if any	
11	Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s)	
12	Permanent Income Tax No.	
13	Last Income Tax Clearance (Attach Photocopy)	
14	Sales Tax Registration(state/VAT/CST)	

Signature & Seal of the Bidder

15	Excise Registration	
16	Name of Bankers & Branch with full address	
17	Type of Account & A/C No.	
18	Name (s) of Authorised Representatives (s) Note : Power of Attorney signed by the Director(s)/ Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed	
19	Type of job in which engaged as independent Manufacturer/ Contractor	
20	Were you associated with OMPL in any Other Contract in the past?	
21	Are you currently having any Contract with OMPL?	
22	Are you on the approved list of other Oil Cos/ Public Sector Undertakings / govt. Dept. Etc.? If so, furnish true copies of Certificates certifying your performance.	
23	Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job	
24	Furnish Audited Balance sheet for last 3 Years ending previous financial year	
25	Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the brief experience of the parties	
26	Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided	
27	Brief Description of the job methodology/Quality Assurance	
28	Details of Testing methods and equipment's that will be made available	
29	Details of your Past Experience in the country (India) in this nature of job	
30	Whether the Bidder is put on Holiday list of any of the PSU? (If sought later, an affidavit to be produced later to OMPL)	

Note: The Bidder to fill up the above and enclose along with the Technical Bid.

Signature & Seal of the Bidder

FORMAT-II (Appendix-II)

A. Declaration regarding relations with any of the OMPL Directors

Details, if any shall be provided by the Bidder.

B. Declaration regarding whether the Bidder being a Proprietor or Partner of the Company and employed in State/Central/Quasi Govt/OR public sector/or any other Government Institution.

Details, if any shall be provided by the Bidder.

Any false information will be liable for severe action like Cancellation of the Order, Forfeiture of Security deposit including Black listing of the Bidder Company in all ONGC /MRPL establishments.

SIGNATURE OF THE BIDDER WITH SEAL

FORMAT-III

PROFORMA OF BANK GUARANTEE

(FOR EARNEST MONEY DEPOSIT AS APPLICABLE)

(To be executed ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE by the Contractor)

1) In consideration of M/s ONGC Mangalore Petrochemicals Ltd., An SEZ Unit registered under the Companies Act, 1956, having its Registered Office at Mangalore Special Economic Zone , Permude Village, Mangalore 574 509, hereinafter called "OMPL" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns having invited / floated Tender to _____ Proprietorship / Partnership Firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 1956, having its office at _____, (hereinafter called "the Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No. _____ dated _____ (hereinafter called "the Tender" which expression shall include any amendments / alterations to the Tender by OMPL for the supply of goods to / execution of services for OMPL and OMPL having agreed not to insist upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only). We, _____ having office at _____ and Head Office at _____ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to OMPL without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by OMPL by reason of non-performance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.

2) We _____ further agree that OMPL shall be the Sole Judge whether the said Tenderer has failed to perform or fulfill the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by OMPL on account thereof.

3) We _____ Bank further agree that the amount demanded by OMPL as such shall be final and binding on the Bank and the Bank undertake to pay to OMPL the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pendings before any Court, Tribunal or Arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.

4) We, _____ Bank, further agree with OMPL that OMPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by OMPL against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of OMPL or any indulgence by OMPL to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

Signature & Seal of the Bidder

5) NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our liability under this guarantee shall remain in force until expiration of 160* days from the date of opening of the said Tender. Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before _____* all rights of the Messers under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6) We, _____ Bank, further undertake not to revoke this guarantee during its currency except with the previous consent of OMPL in writing.

7) This guarantee shall not be affected by any change in the constitution of the Tenderer or the Bank or OMPL and shall remain in full force and effect until the liabilities of the Bank are discharged by OMPL

IN WITNESS WHEREOF the Bank has executed this document on this _____ day of _____ 2017.

For _____ Bank

*Pl. mention/put specific date

FORMAT-IV**VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS**

Please use additional copies of this form if your Company has additional Branches/ Divisions dealing with OMPL

To:	Finance Dept ONGC Mangalore Petrochemicals Ltd., Mangalore SEZ, Permude Village Mangalore. (Karnataka), Pin Code-574509, INDIA	
The following is a confirmation/ updation of our bank account details and I/we hereby affirm our choice to opt for payment of amounts due to us under various Contracts through electronic mode.		
1. Vendor/ Contractor particulars:		
(i)	Name of the Company:	
(ii)	Existing Vendor Code (if given by OMPL)	
(ii)	Complete Postal Address:	
(iii)	Pin code/ ZIP code:	
(iv)	Telephone nos. (with country/area codes):	
(v)	Fax No.: (with country/area codes):	
(vi)	Cell phone Nos.:	
(vii)	Contact persons /Designation:	
(viii)	Email IDs:	
2. Bank Account Particulars:		
(i)	Name of the Account holder:	
(ii)	Complete Bank Account No. (for Electronic Funds Transfer):	
(iii)	Account type :	
(iv)	Bank Name :	
(v)	Bank Branch:	
(vi)	Bank Branch Contact Nos.:	
(vii)	11 digit IFS Code (for Bank Branches in India)	
(viii)	Swift Code (for Bank Branches not in India):	
3. Tax Registration numbers: *(Please fill in the applicable fields and attach relevant proofs)		
(i)	Income Tax PAN no.:	
(ii)	VAT TIN /Local Tax Registration No.:	
(iii)	State of VAT Registration:	
(iv)	CST Registration No.:	
(v)	Excise Registration No.:	
(vi)	Excise Range:	
(vii)	Excise Division:	
(viii)	Excise Commissionarate:	
(ix)	Service Tax Registration No.:	
(x)	ECC No.:	
(xi)	Central GST No. (if available/ applicable):	

Signature & Seal of the Bidder

(xii)	Local GST No. (if available/ applicable):	
4. Organisational information:		
(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Specify):	
I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.		
<p>_____</p> Name, Seal & Signature of Authorised Signatory		
Certified that the Particulars as in Sr. No. 2 above are correct as per our records.		
<p>-----</p> Bank Seal & Signature		

FORMAT-V

COMPLIANCE TO BID REQUIREMENT/ NO DEVIATION CONFIRMATION

To,
ONGC Mangalore Petrochemicals Ltd,
Permude Village, Mangalore 574 509

Sub: TENDER NO. **1040C17014** FOR SUPPLY OF LIQUID NITROGEN ON ANNUAL RATE CONTRACT (ARC) BASIS TO OMPL – AN SEZ UNIT

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 Amendment/ Addendum to the Bidding Documents, if any, for subject work.

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

We hereby further confirm that any deviation/exception w.r.t. terms and conditions if mentioned in our Bid (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 : _____

FORMAT-VI**BID QUALIFICATION CRITERIA AND OTHER DETAILS:**

(1)	Technical Criteria: Bidder should have supplied at least 1800 MT of Liquid Nitrogen against one single purchase order to any of the Indian Refineries/Petrochemicals/other Industries in any of the past 5 years period, ending last day of the month previous to the one in which tender is invited. Duly signed/attested copy of Proof of Purchase order/completion certificate/Dispatch documents/invoice copies shall be submitted				
	PURCHASE ORDER /AWARD NOS.	ORDER DATE AND COMPLETION DATE	ORDER /AWARD AMOUNT	CLIENT NAME	DESCRIPTION OF PURCHASE ORDER/AWARD
(2)	Financial Criteria: Annual turnover of the bidder shall be more than Rs. 3.534 Crores in any of the preceding three years. The net worth of the bidding company should be positive as per the annual report for the latest financial year. Relevant audited balance sheets and P & L A/c statement to be submitted along with the bid.				
	FINANCIAL YEAR	ANNUAL TURNOVER			
	2016-2017				
	2015-2016				
	2014-2015				
	2013-2014				
	2012-2013				
(3)	Bidder should be a manufacturer or authorized dealer/agency of the manufacturer for Liquid cum Gas Nitrogen. Certificate of Registration as a Manufacturer or Authorization certificate given by the manufacturer to dealer/agency shall be submitted.			Please Tick (√) if Attached	
(4)	EMD -Earnest Money Deposit of requisite value as stipulated in tender document			Please Tick (√) if Attached	

NOTE:

- The details of documentary evidence w.r.t above mentioned BQC clauses shall be submitted along with Un-priced technical bid (Part-I).**
- Offer submitted without EMD would be summarily rejected without assigning any reason. Bids received late will also be summarily rejected.**
- Bidders need to submit necessary qualifying documents against each of the above mentioned BQC clauses without fail along with the Unpriced Technical Bid.**
- The credentials/documentary proof submitted by Bidder should clearly establish Bidder's qualification as per the BQC clauses as mentioned above.**

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Signature & Seal of the Bidder

FORMAT-VII**Price Bid Format for Submission of Offer**

Sl.	Description	Qty. in Kg	Unit Price per Kg (INR) Excluding taxes & duties	Total Price (INR) Excluding taxes & duties
A	Supply of Liquid Nitrogen (As per terms & conditions of this tender document)	3000,000		
B	P& F Charges			
C	Transportation Charges up to OMPL site			
Total Price FOR OMPL Site basis (A +B+C)				
Total Price FOR OMPL Site basis in words: Rupees _____				
Note: i) Goods and Service Tax (GST): Supply to SEZ units under the GST shall be treated as supply in the course of inter-State trade or commerce and the same will be treated as "zero rated supply" as per IGST Act. Accordingly Supplier shall not charge GST on supply to OMPL. For details please refer below.				
ii) <u>Bid Evaluation Criteria:</u> OMPL will split the order quantity between L1/L2/L3 bidders on 50:30:20 basis at L1 rates if L2 & L3 bidder agrees to match L1 rate. If L2/L3 bidder does not agree to match L1 rate, then L4 & so on bidder will be asked to match L1 rate. If only one bidder agrees to match L1 bidder rates, then the total quantity will be split in 60:40 ratios. If no one agrees to match L1 rate then entire quantity will be awarded to L1 Bidder.				

Note:**1.0 Taxes and duties:**

- 1.1 Bidders quoted price shall be inclusive of all taxes & duties excluding Goods and Service Tax (GST). In view of OMPL being an SEZ Unit, Supply of goods or services or both to a SEZ units shall be treated as supply in the course of **inter-State trade or commerce** and the same is **"zero rated supply"** as per the Integrated Goods and Services Tax Act, 2017 (*hereinafter referred to as 'IGST Act'*). Accordingly Supplier shall not collect IGST on supply to OMPL.
- 1.2 **Bidder / Suppliers / Contractors / Service Providers shall have registration under IGST Act for supply of goods/services or both to OMPL-SEZ Unit.**
- 1.3 The brief procedure for 'Zero Rated Supply' to a SEZ Unit under the IGST Act (*as prevailing upto 31.07.2017 and subject to any amendments/ procedures prescribed by the Central Government from time to time*) is laid down hereunder:
- 1.3.1 As per the IGST Act,
- (i) Supply of goods or services or both to a SEZ unit shall be treated to be a supply of goods or services or both in the course of inter-State trade or commerce. **[Refer Sec. 7(5)(b) to IGST Act]**
 - (ii) The supply of goods or services where the location of the supplier and the place of supply of goods or services are in the same State or same Union Territory shall be treated as intra-State supply. However, the supply of goods or services to a SEZ unit shall *not be treated* as intra-State supply. **[Refer Sec. 8(1) & 8(2) of IGST Act]**
 - (iii) The supply of goods or services or both to a SEZ unit amounts to "zero rated supply" of goods or services or both. **[Refer Sec. 16(1)(b) of IGST Act]**
 - (iv) Subject to provisions of Sec. 17(5) of the Central Goods and Services Tax Act, 2017 (*hereinafter referred to as 'CGST Act'*), credit of input tax may be availed for making zero-rated supplies, notwithstanding that such supply may be an exempt supply. **[Refer Sec. 16(2) of IGST Act]**
 - (v) A registered person making zero rated supply shall be eligible to claim refund under either of the following options, namely:
 - (a) he may supply goods or services or both under bond or Letter of Undertaking, subject to such conditions, safeguards and procedure as may be prescribed, without payment of integrated tax and claim refund of unutilized input tax credit; or
 - (b) he may supply goods or services or both, subject to such conditions, safeguards and procedure as may be prescribed, on payment of integrated tax and claim refund of such tax paid on goods or services or both supplied,

Signature & Seal of the Bidder

in accordance with the provisions of section 54 of the Central Goods and Services Tax Act or the rules made thereunder. **[Refer Sec. 16(3) of IGST Act]**

1.3.2 The procedure for claiming refund on making a 'Zero Rated Supply' to a SEZ Unit as specified under Sec. 16(3) of the IGST Act is as under:

A. For claiming refund under Section 16(3)(a) of the IGST Act – “zero-rated supply” of goods or services or both to a SEZ Unit under Bond or LUT, without payment of IGST and claiming refund of unutilised input tax credit:

- a) The supplier shall furnish the Bond/LUT to GST authority before making the zero-rated supply. (Refer Form GST-RFD-11 & related Rules, Circular No. 4/4/2017-GST dated 07/07/2017 & suppliers from Karnataka State may also refer Commissioner of Commercial Taxes Circular No. 06/2017-18, dated 13/07/2017).
- b) The Tax Invoice for this supply shall carry an endorsement “SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX” and also the details of bond/LUT furnished to GST authority.
- c) The tax invoice for supply of goods or services or both to SEZ Unit shall be presented to the specified officer of the Zone for its endorsement. (Any change in the law or procedure relating to the SEZ Act or Rules made thereunder shall be complied with from time to time).
- d) The supplier of goods or services or both to a SEZ unit may claim refund of unutilized input tax credit in terms of Sec. 16(3)(a) of IGST Act read with Rule 89 of the CGST Rules, 2017. Alternatively, he may utilise the input tax credit attributable towards the supplies made to SEZ for paying his output tax liability as per Input Tax Credit provisions in terms of Section 16, 17 and 18 of CGST Act read with Rule 36 to 45 of CGST Rules, 2017.

B. For claiming refund under Section 16(3)(b) of the IGST Act – “zero-rated supply” of goods or services or both to a SEZ unit on payment of IGST and claiming refund of IGST paid:

- a) The Tax Invoice for this supply shall carry an endorsement “SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS ON PAYMENT OF INTEGRATED TAX”. Further supplier shall indicate in their tax invoice that “The IGST amount mentioned in the invoice shall be paid by the registered person making zero-rated supply without claiming the same from SEZ Unit”.
- b) The tax invoice for supply of goods or services or both to SEZ Unit shall be presented to the specified officer of the Zone for its endorsement. (Any change in the law or procedure relating to the SEZ Act or Rules made thereunder shall be complied with from time to time).
- c) The supplier of goods or services or both to a SEZ unit may claim refund of IGST paid in terms of Sec. 16(3)(b) of IGST Act read with Rule 89 of the CGST Rules, 2017.

1.4 The Bidder / Suppliers / Contractors / Service Providers shall be required to issue tax invoice and shall upload the appropriate information/data/document at GSTN portal as prescribed under the provisions of IGST Act, respective State GST Acts and Rules and the CGST Act and Rules made thereunder. Any non-compliance in this regard or non-receipt of tax invoice, OMPL shall have the right to withhold the payment against such Tax Invoice. The TDS on the supply of goods or services or both, if applicable, shall be deducted in accordance with the provisions of GST Law at applicable rate and a certificate as prescribed for such deduction shall be provided by OMPL.

1.5 The Bidders / Suppliers / Contractors / Service Providers shall ensure proper compliance with the provisions of the IGST Act, respective State GST Acts and Rules and the CGST Act and Rules including the anti-profiteering Clause or other related clauses, payment of taxes, filing of returns, issuance of e-way bills/other documentary requirements for supply of goods or services or both as may be required under the said Acts and Rules made thereunder and enable OMPL to comply with the requirements under the said Acts and Rules made thereunder in respect of any supply of goods or services or both under this Tender / Purchase / Work Order / Contracts.

1.6 Any statutory variation or new taxes / duties / cess / levies notified / imposed after the submission of last / final price bid, but before the contractual date of completion of work shall be to the Owner's account. However, any statutory variation after the contractual date of completion shall be to Contractor's account.

1.7 Income Tax / Corporate Tax :

- C) As regards Income Tax, Surcharge on Income Tax or any other Corporate Tax payable by the Bidder for reason of the contract awarded, and / or on their expatriate personal, the Owner shall not bear any Tax liability whatsoever, irrespective of the mode of construction of contract / order. The Bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.

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D) Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the Bidder and a TDS (Tax deducted at source) certificate will be furnished to the Bidder.

- 2.0 Bidders have to quote firm P&F charges and Transportation charges on Lump sum per Kg basis. P&F and Transportation Charges till OMPL site is in the scope of supplier. Transit Insurance is in the scope of OMPL.
- 3.0 Proprietary Certificate / Authorised Certificate is to be attached along with unpriced bid.
- 4.0 Bidder must quote strictly as per this price bid format. The bids which do not comply with this price bid format are liable for outright rejection. Any deviation to the enquiry/tender conditions shall be liable offer for rejection.
- 5.0 In case of any contradiction in the amount mentioned in figures and words, the amount mentioned in words will prevail. In case of discrepancy between unit and total price, unit price shall prevail. No overwriting is allowed. The rates should be quoted in indelible ink. Cutting if any must be properly initiated by authorized signatory.
- 6.0 Bids determined to be substantially responsive will be checked by OMPL for any arithmetic errors. Errors will be corrected by OMPL as follows: (a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; (b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and total price shall be corrected.(c) Where there is a discrepancy between the quoted sum total of amount and calculated actual total of the amount, the calculated actual total of the amount shall prevail and the total price shall be corrected.
- 7.0 Bidder must quote all the applicable components of price bid format up to "FOR OMPL site" failing which their bid will not be considered. In case any of the components of price bid format is not applicable or included in the Ex Works rates, bidder to clearly write "Included" or "Not Applicable" in the respective space provided. Bidder quoting for only up to "Ex-Works" rates will be summarily rejected.

SECTION V
INTEGRITY PACT
(APPLICABLE FOR CONTRACT/ORDERS VALUED ABOVE RS 1 Crores)

Between

ONGC Mangalore Petrochemicals Ltd (OMPL) hereinafter referred to as "The Principal",

and

M/s _____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for procurement of products / services vide subject Tender No. 1040C17014 _____ dt. _____ 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 and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and International experience, the Principal will appoint an external independent Monitor 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:-
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. 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.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder / Contractor 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.
1. The Bidder/Contractor 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.

Signature & Seal of the Bidder

2. The Bidder/Contractor 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.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor 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.
4. The Bidder / Contractor 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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor 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 evidence, 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 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 liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the principal only to the extent of the damage in the amount proved.

For "The Principal"

For "The Bidder/Contractor"

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder / Contractor 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 & Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders / Contractors / Subcontractors

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

Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

- (1) The Principals appoints competent and credible external independent Monitor 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 Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. 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 Independant External Monitor shall give an opportunity to the bidder / contractor to present their case before making its recommendation to the Principal.

Signature & Seal of the Bidder

For "The Principal"

For "The Bidder/Contractor"

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal 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) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson 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.
- (9) 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 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mangalore. The Arbitration clause provided in teh 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 Contractor 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"
(Name & Signature with Seal)

Place: Mangalore

Witness 1:.....

Date:.....
2:.....

Witness

For "The Principal"

For "The Bidder/Contractor"