



**Tender for carrying out Annual Rate Contract for Valve maintenance for
OMPL**



**ONGC MANGALORE PETROCHEMICALS LIMITED
(A Subsidiary of Mangalore Refinery and Petrochemicals Limited)
Mangalore Special Economic Zone, Permude, Mangalore – 574 509
Phone: 9480821933 Fax: 0824-2881539**

**TENDER FOR ANNUAL RATE CONTRACT FOR VALVE MAINTENANCE AT ONGC
MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT**

(DOMESTIC COMPETITIVE BIDDING UNDER OPEN TENDER BASIS)

**TENDER/BIDDING DOCUMENT NO:
1050C16097**



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IMPORTANT POINTS TO NOTE

TENDER/BIDDING DOCUMENT NO.	1050C16097
DATE OF ISSUING OF TENDER DOCUMENT ON	DATED 14-Jul-2016
SERVICE/WORK/ JOB DESCRIPTION	ANNUAL RATE CONTRACT FOR VALVE MAINTENANCE AT ONGC MANGALORE PETROCHEMICALS LTD – (AN SEZ UNIT)
EARNEST MONEY DEPOSIT/BID SECURITY	Rs. 72,000
BID QUALIFICATION/ EVALUATION CRITERIA	REFER BID EVALUATION/ QUALIFICATION CRITERIA GIVEN IN TENDER DOCUMENT
LAST DATE & TIME OF RECEIPT OF PRE-BID QUERIES	UP TO 17:00 HOURS (IST) ON 18-Jul-2016
DATE & TIME OF PRE-BID MEETING	10:00 HOURS (IST) ON 19-Jul-2016
LAST DATE FOR SUBMISSION OF BID	14:00 HOURS (IST) ON 04-Aug-2016
DATE & TIME OF UNPRICED TECHNO-COMMERCIAL BID OPENING	AT 15:00 HOURS (IST) ON LAST DATE OF BID SUBMISSION / EXTENDED DATE OF BID SUBMISSION



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MASTER INDEX

**Bidding / Tender
Document No.**

1050C16097

Services/ Work/ Job

**ANNUAL RATE CONTRACT FOR VALVE
MAINTENANCE AT ONGC MANGALORE
PETROCHEMICALS LTD -(AN SEZ UNIT)**

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IMPORTANT: BIDDER SHALL SUBMIT COPY OF MASTER INDEX DULY SIGNED AND STAMPED IN TOKEN OF HAVING RECEIVED, READ, UNDERSTOOD AND FULLY COMPLIED WITH ALL PARTS OF THE BIDDING DOCUMENT.



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SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. PROJECT DETAILS:

ONGC Mangalore Petrochemicals Limited (OMPL), a subsidiary of 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 is setting-up a petrochemicals (Aromatic) complex within Mangalore Special Economic Zone at Mangalore.

2. BRIEF SCOPE OF WORK AND CONTRACT PERIOD:

2.1. Brief Scope of Work includes ANNUAL RATE CONTRACT FOR VALVE MAINTENANCE for ONGC Mangalore Petrochemicals Limited (OMPL) as per the scope defined in Bidding Document.

2.2. CONTRACT PERIOD: This contract shall be for a period of 01 (One) year from the date of order. However, OMPL reserves the right to extend the contract for 01 (One) more year with the mutual consent on same rates, terms & conditions at OMPL's sole discretion subject to satisfactory performance.

2.3. PAYMENT TERMS: Progress Payment shall be released to the contractor against running bills duly certified by the Engineer-In-charge after affecting the necessary deductions. The basis of payment against various items shall be as below:

“100% payment shall be paid against monthly certified RA bills for the actual work executed after affecting necessary deductions”.

Payment will be made against RA bills duly certified by Engineer-In charge

Defect Liability Period: Not applicable.

3. ONGC Mangalore Petrochemicals Limited (OMPL) invites Bids from eligible Bidders on Open Tender Basis for the subject works/Services in total compliance to technical specifications, scope and terms & conditions of tender documents/attachments. Bidders offer must be complete in all respect without any deviations. Bidders are requested to submit 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 Bidders 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.

4. SALIENT FEATURES OF BIDDING DOCUMENT:

Tender/ Bidding Document No.	1050C16097
Date of Publishing of Tender Document on Website	Dated 14-Jul- 2016 (The complete Tender/Bidding document is available on OMPL website http://www.ompl.co.in Bidder can view/download the Tender Bidding/Document from OMPL's website)
Cost of Bidding/Tender Document	Rs. 2,000/- (Non Refundable)



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Bid Security /Earnest Money Deposit	Rs. 72,000/-
Bid Evaluation/ Qualification Criteria	Refer Bid Evaluation/ Qualification Criteria Given in the Tender Bidding/ Document.
Last Date for Receipt of Bidders Queries for Pre-Bid Meeting	UP TO 17:00 HOURS (IST) ON 18-Jul-2016
Date, Time & Venue of Pre-Bid Meeting	10:00 HOURS (IST) ON 19-Jul-2016 at ONGC Mangalore Petrochemicals Limited Mangalore Special Economic Zone, Permude, Mangalore 574 509
Last Date For Submission of Bid	14:00 HOURS (IST) ON 04-Aug-2016
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.
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 . 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.	

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

5. Bidders have to submit their Bids (in prescribed formats, as detailed in tender documents) in a sealed envelope duly superscribing 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) Demand Drafts of the amount mentioned above towards cost of Bidding document (Rs. 2,000/-) and Bid Security/Earnest Money Deposit (EMD) (Rs. 72,000/-)

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.



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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 LTD
Mangalore Special Economic Zone, Mangalore – 574 509
KARNATAKA**

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 transit. Telex/Telegraphic /Telefax/Email/ Xerox/ photocopy offers & Bids with scanned signature will be rejected. Original Bids should be signed manually failing which offer shall be rejected.

IMPORTANT NOTE: In case of revealing of price information by the Bidders at any stage before Price Bid opening, the offer shall be summarily rejected without assigning any reason.

6. 1) BIDDERS QUALIFICATION CRITERIA (BQC)

Technical Criteria

1. Bidder should have completed / executed the servicing / maintenance of valves contract directly in any Crude Oil Refinery / Fertilizer / Petrochemical plants / Oil & Gas Installations in the preceding 5 years as on bid due date of Minimum Value of Rs. 22 Lakhs in a single order. The relevant documentary evidence like work order copies, completion certificates etc. are required to be furnished along with Technical Bid substantiating the qualification towards relevant experience / technical criteria.
2. The work should have been executed by the bidder as prime contractor only.

Financial Criteria

1. Annual turnover of the Bidder shall be more than Rs. 22 Lakhs in any of the five preceding financial years i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015. Net worth of the bidder as per latest annual report should be positive. Audited balance sheet, statement of Profit & Loss account and other relevant documents required to be furnished along with Techno-commercial Bid substantiating the qualification towards meeting the financial criteria.



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OMPL reserves the right to complete the evaluation based on the details furnished in the bid without seeking any additional information.

Note: Bidders are requested to submit their offer on firm price basis. In case of any increase in the minimum Wages by Central Government wages during the contractual period or extended period, the contractor shall bear the same. OMPL shall not entertain any other claim for compensation, whatsoever except the prices fixed for the services under the contract. Bidders are requested to cognizance of the same & submit their quote accordingly.

- 7.** Payment of **BIDDING DOCUMENT FEE (Non-Refundable)** of **Rs. 2000/-** shall 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 Govt. Dept. will also be exempted from the payment of tender fee.
- 8. BID SECURITY /EARNEST MONEY DEPOSIT (EMD):** Bid Security / EMD amount shall be as indicated in the SALIENT FEATURES OF BIDDING DOCUMENT (clause no. 4.0 above).
- 8.1. An EMD (If applicable) of Rs. 72,000/- by way of BG or DD/BC drawn in favour of ONGC Mangalore Petrochemicals Limited, Mangalore to be kept along with the technical bid before bid closing date and time. For unsuccessful vendors, the EMD will be refunded within 10 (ten) days of finalization of tender. For successful bidder EMD shall be released once Security Deposit is submitted. EMD will be forfeited in case of:**
- Failure of the bidder to honour their offer.**
 - Withdraw their offer before expiry of validity period.**
 - Inability to perform satisfactorily after receipt of order in case of successful bidder.**
- No interest is payable on EMD. Firms registered with NSIC/MSE vendors registered with DIC (District Industries Centre) 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:**
- EMD submitted in form of cheque.**
 - The name of tender mentioned in the BG is different from the tender for which bids have been invited.**
 - The firm on whose behalf the BG has been furnished is different from the bidder.**
 - The EMD is not of prescribed value.**
- 8.2.** 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/EMD furnished.
- 8.3.** In case, Bid security 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.
- 8.4.** 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.



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- 8.5. **Bids without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.**
- 8.6. The Bids not accompanied with EMD or EMD not as per format given in the Bidding/Tender Document shall be considered as non-responsive and such Bids shall be rejected out rightly.
- 8.7. EMD/Bid securities of unsuccessful Bidders will be returned upon award of Contract. However, Bid securities/EMD of the successful Bidder will be returned upon the Bidder's executing the Contract, and furnishing the Security Deposit.
- 8.8. The Bid securities/EMD may be forfeited, if:
- A Bidder withdraws its Bid during the period of Bid Validity or does any breach of terms and conditions of the tender, or
 - A Bidder modifies his Bid on his own after last date of submission of Bids.
 - In case of a successful Bidder:
 - If the Bidder fails within the specified period to Accept the LOA / Work Order
 - Does not confirm of acceptance of order with in the stipulated time after placement of order
 - Does not furnish the Security Deposit/Performance Guarantee
 - If documents submitted along with the Bid are found false, fabricated etc.

IMPORTANT NOTE: Offer submitted without Tender fees, EMD would be summarily rejected without assigning any reason. Bids received late will also be summarily rejected.

9. Bidders may contact Officer-In-charge or officer nominated by him (Mobile No. 9480821842, email: mgowda@omplindia.com) and visit the OMPL Site and understand the requirements of job from Officer-In-Charge (OIC) before quoting to ensure full understanding of the quantum of job and conditions of work, Service requirements, facilities available, work environment etc.
10. 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.
11. No queries shall be considered after freezing Minutes of Meeting of Pre-Bid conference.
12. Officer-In-Charge (OIC) shall be Head (Maintenance) or officer-in-charge nominated by him for this contract.
13. 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:
- Shri. Manje Gowda, (Mechanical), OMPL, Mangalore-574509; Mobile No.: 9480821842, Email: mgowda@omplindia.com
And
 - Shri. Kunal Jha, (Procurement), OMPL, Mangalore-574509
Ph No: 9480821933, Email: kunaljha@omplindia.com

14. 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 submission of Bids.

15. 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.
16. **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.



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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.

- 17.** 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.
- 18.** The Bidder should quote for all items in the tender schedule. The rate should be expressed both in figures and in words; where discrepancy exists between the two, the rates expressed in words will prevail. Similarly, if there is any discrepancy between the unit rate and the amount, the unit rate will prevail.
- 19.** The rates should be quoted in the same units as mentioned in the tender schedules.
- 20.** 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.
- 21.** Every page of the tender documents shall be signed and sealed by the Bidder or his authorized representative.
- 22.** Bidders are required to quote the tender in conformity with our terms and conditions and no deviating conditions whatsoever will be entertained.
- 23.** Conditional offers will be rejected without any reason. Bidders are requested to carefully go through all tender conditions & enclose all documents asked for BQC/BEC in the Bid.
- 24.** 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.4. No separate intimation will be sent in this regard unless there is a change in the date/time/place of opening of tender.
- 25.** 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.
- 26.** 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 attending Bidders at 15.00 hours on Bid submission last date / extended Bid submission date at Mangalore Special Economic Zone, Perumde, 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.
- 27.** Bids from Joint Venture / Consortium – Not Allowed
- 28.** 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 be deemed to be inclusive of cost incurred for such activity.
- 29.** 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.
- 30.** Quoted Rates shall be firm & fixed till complete execution of Contract. Once the quotation is accepted and order placed on the successful Bidder, 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)



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- 31.** ONGC Mangalore Petrochemical Ltd 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.
- 32. 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, Bid formats and 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.
- 33.** Bidders not meeting the tender terms & conditions or 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.
- 34.** 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.
- 35.** 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.
- 36.** 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.
- 37.** 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.
- 38.** 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.
- 39.** 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.
- 40. 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 or by furnishing bank guarantee in prescribed format. Offers without confirmation of Security Deposit will be summarily rejected.
- 41.** 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 cancelling the contract, it shall not be liable to pay for any loss or compensation in respect of such cancellation.
- 42.** 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.



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SECTION II SPECIAL CONDITIONS OF CONTRACT

- 1) 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 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.
- 2) Time is of Essence: Time is the essence of Contract and the Contractor covenants that it shall perform the Services in a timely manner.
- 3) The Bidder shall ensure that all precautions are taken in respect of safety of his employees, workmen or agents and any claim for compensation for accidents or otherwise, shall be payable by him. The Bidder shall ensure that his supervisors, employees and workmen know the safety arrangements provided in the work place and in case of emergency, they are to operate safety appliances and follow rules as prescribed. Smoking inside the OMPL premises is strictly prohibited. The Bidder shall ensure that all safety and other regulations of the Company are complied with by the workmen engaged.
- 4) Contractor to comply with the provisions of the Employee's Provident Funds & Misc. provisions Act, Employee's State Insurance Act or the workmen's compensation Act, Factories Act, payment of Bonus Act or any the labor legislation that may be applicable to the company and all amendments to these Acts/ Schemes announced by the statutory authority from time to time.
- 5) Contractor to pay PF's and other administrative charges and ESI contribution and produce copies of Receipts and Challis to OMPL as and when required.
- 6) Contractor to submit statutory returns to respective authorities under VAT, SERVICE TAX, EPF Act, ESI Act, Contract labour (R & A) Act, etc. as required and submit copies of same of verification and company's record.
- 7) Contractor to pay Bonus to the workers engaged by him as applicable under the Payment of Bonus Act and produce evidence to the OMPL. Bonus, EPF, ESI and other statutory payments shall be made by the contractor and submit the proof of payment to the OMPL along with their bills.
- 8) ESIC (or Group Insurance Policy) and PF dues must be paid promptly to the competent authorities by the contractor on monthly basis.
- 9) The Bidder under takes comply with and discharge of all obligations / liabilities under various labour laws like workmen compensation Act / Employees state insurance act, Employee provident fund act, contract labor (Regulation and abolition) Act, Bonus act, etc or any notification thereof in respect of the employees / workers engaged by him to perform his obligation under any law, the same shall be entitled to deduct such amount from the charges payable to party.
- 10) The payment to the contractor, for personnel is inclusive of providing free relief for weekly off/ National Holidays and hence, no additional payment will be made for the purpose of providing the relief.
- 11) The Successful Bidder should ensure that none of the staffs deployed by him will be a member of the Trade Unions or shall participate or take interest in any union activities as long as they perform the duties at our premises. Unruly behaved personnel shall be replaced suitably and the instruction given by the Officer-in-charge shall be final in this regard.



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- 12) The insurance for the Staff employed for the job has to be provided by the contractor and contractor shall indemnify OMPL and hold OMPL harmless in respect of all any expenses arising from any such injury and / or damages in respect of.
- 13) The Bidder will make his own arrangements for all the personnel and equipment(s) as stipulated in scope of work for performance of work.
- 14) The Bidder will not engage any person afflicted with contagious disease for carrying out his contractual responsibility. The Bidder will also not engage any person having criminal background.
- 15) The Company will not be responsible for any loss or damage due to any reason whatsoever to the goods, tools, tackles or any other items belonging to the Bidder or workmen employed by him.
- 16) The Company shall not be responsible in any manner for any injury or loss of life, etc., of the Bidder's workmen arising out of execution of this contract.
- 17) In case of any damage to any of the Company's property, in the opinion of the Company, has been caused due to neglect or carelessness or any fault on the part of the Bidder or their agents or employees, the bidder is liable to pay the cost of such damage to the Company as per assessment made by the Company and it shall be final and binding on the Bidder.
- 18) The Bidder agrees and undertakes to indemnify the Company against any / all rights and liabilities incurred, any Act, law, Statute or regulation, for payment and / or violation of which the Bidder shall exclusively liable.
- 19) The Bidder shall make good any loss / damage caused or suffered by the Company on account of any contingency whatsoever during the currency of the agreement due to willful neglect or by direct complicity of the Bidder or any of their employees / workmen.
- 20) It is understood and agreed that there is no employer - employee relationship between the Company and the Bidder and / or the Bidder's employees in any way whatsoever and the Bidder have to carry on their business or occupation as independent Bidder and this position shall be made clear in writing to all persons engaged by the Bidder.
- 21) The Bidder shall obtain from the authorities concerned and maintain from time to time and at all times during the continuance of these presents all necessary permits, registers, approvals and licenses, requisite, usual, expedient or proper in relations to or in connection with and for the purpose of fulfillment of the responsibilities and obligations undertaken by the Bidder under this agreement and shall file punctually all reports and returns as may be necessary.

Every person engaged by the Bidder for fulfilling obligations and responsibilities under this agreement shall be the Bidder employees / workmen for all purposes and no employee / workmen of the Bidder shall have any right or claim of any nature against the Company. The Bidder shall indemnify the Company against any such claim during the currency of this agreement and thereafter.

- 22) **Evaluation Criteria: Evaluation would be done on overall L1 (least) cost basis for all the line items as described in the SOR put together.**
- 23) The price quoted by the Bidder shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the Schedule of Rates. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.
 - i. When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
 - ii. When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
 - iii. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount reworked.



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- 24) The Bids are required on Zero Deviations, However in case any bidder has given any deviations/ stipulations the same shall be checked by the respective Department if found in non-acceptable state, bidder shall be asked to withdraw the same without Price Implication. Bidder(s) who withdraw the deviations/ stipulations, their bids shall be considered for further evaluation.
- 25) Price adjustment for delay in completion: Refer Section-III (Scope of Work).
- 26) TAXES: 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 Proforma 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 contract price or 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 are NON-REFUNDABLE or where Input Credit cannot be availed.

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



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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.

- 27) 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 amendment in the form of Amendment/Addendum during the bidding period and subsequent to receiving the bids. Any Amendment/ Addendum thus issued shall become part of Bidding Document and Bidder shall submit 'Original' Addendum/ Compliance letter duly signed and stamped in token of his acceptance.
- For Amendment/ Addendum issued during the bidding period, Bidder shall consider the impact in his bid. For Amendment/ Addendum issued subsequent to receiving the bids. Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/ revised price, if any.
- 28) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. OMPL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- 29) **Subject Tender being invited on Two-bid system, revealing of price information by the Bidders at any stage before Price Bid opening, offer shall be summarily rejected without assigning any reason .**
- 30) Termination of Contract: OMPL will reserve the right to terminate the work if the progress is not found satisfactory without assigning any reason / s thereof.
- 31) Bidders should not have any criminal proceedings going on against them. Bidders should not be on the holiday list of OMPL or any other PSUs. Categorical details to be provided for the same.
- 32) Quantity Variation: The Quantities shown in SOR are indicative and may vary up to any extent with respect to individual items and 10% with respect to total contract value. However, Contractor shall approach Owner well in advance seeking approval / consent for continuation of job whenever executed value of the contract reaches or likely to exceed the total contract value. Unit rates shall remain same till the completion of the job.
- 33) Contractor shall plan/organize the work, mobilize sufficient manpower equipment/machinery to complete the work as per the tender enquiry document in the time schedule, exercise all controls and be responsible for execution of the entire work.
- 34) Contractor shall furnish a program for construction of each work indicating total planning for completion of all work in all respect including punch list given by OMPL.
- 35) Contractor may appoint sub-contractors for execution of part of the work with a prior approval of OMPL. Contractor shall however, remain fully responsible for all contractual implications and satisfactory performance of these agencies.
- 36) All expenses towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such shall be entertained.
- 37) OMPL will monitor/review the progress from time to time.
- 38) OMPL shall be responsible for making available encumbrance free land for the work as per the project plan.
- 39) OMPL reserve the right to assess Bidder's capabilities and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance.



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- 40) Bids received after the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 41) OMPL being an SEZ unit, Excise Duty, CST, Service Tax are exempted against relevant forms/procedures. However KVAT shall be paid to the vendor as per the applicable rates. Bidder to indicate the applicability of the same in their offer. Refer tender document for other details.
- 42) Bonus to be distributed monthly along with salary monthly and contractor to submit the details along with monthly bill.
- 43) From 1st May 2016 onwards OMPL is covered under ESI implemented area and hence salary up to Rs.15,000/- monthly is covered under ESI, above limit contractor can go for Employee Compensation policy or General Insurance
- 44) OMPL shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.
- 45) Fax / E-mail bids shall not be accepted and shall be summarily rejected.



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SECTION III SCOPE OF WORK

1.0 Scope of work

Contractor shall mobilize adequate skilled Manpower along with Tools, Tackles, consumables and supervision for dismantling cleaning, overhauling, boxing up and testing of gate, globe, plug, butterfly, NRV and ball valves of various sizes and ratings at OMPL site as and when required.

2.0 Detailed scope of Work

2.1 Contractor scope of work

2.1.1 The gate, globe, check, plug and ball valves of various size and ratings have to be dismantled (remove all the internal. Components) and offer for OMPL inspection.

2.1.2 All the dismantled valve components have to be cleaned to the satisfaction of OMPL Engineer- in-charge.

2.1.3 Replacement of worn-out spares (refer 3.1.0 & 3.2.0)

2.1.4 Servicing of studs, bolts and nuts for reusing it or replacement if the bolts are beyond servicing.

2.1.5 Assembly of the dismantled valves after cleaning and servicing.

2.1.6 Testing of the assembled valve at the required test pressure and also

depending on the media handled in the presence of OMPL inspection. 2.1.7 Leak test shall be carried out as per relevant API standards.

2.1.8 Seat and body leak testing of assembled gate, globe, ball, NRV and butterfly valves depending on the media handled.

2.1.9 End of valves / flange face shall be protected by masking tape / plastic cap / wood to id the probable avoid during transportation / Storage.

3.0.0 SCOPE OF SUPPLY

3.1.0 Contractors scope of supply

3.1.1 Hydro Testing arrangement

3.1.2 Tools and tackles required for carrying out the scope of work

3.1.3 Lapping tool/plates required for component lapping

3.1.4 Any special tools required for the ABOVE job

3.1.5 Lapping compound and paste required for the ABOVE job

3.1.6 The Contractor shall arrange required PPE's and Safety items for the Contract Personnel.

3.1.7 The Contractor shall arrange for to and fro transportation, boarding and lodging for their Manpower and transportation for test benches, Consumables, tools and tackles etc.

3.1.8 Consumables such as grease, antisieze compound, Teflon tapes, masking tapes and rust removing spray.



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3.1.9 Gland packing

3.2.0 OMPL Scope of SUPPLY

3.2.1 Air, water, electricity and nitrogen cylinder if required.

3.2.2 Dropping and Shifting of valves from site to workshop where the valve test bench to be located.

3.2.4 Valve spares studs, bolts and nuts, gasket sheet.

3.2.5 Metal buildup of parts if required.

3.2.6 Available workshop facilities like machining if required.

3.2.7 EOT and cranes for lifting of valves if required.

3.2.8 Document preparation for sending valve outside of OMPL for repair.

3.2.9 Stems packing for plug valve and plug valve sealant (Audco multipurpose sealant 733)

4.0.0 Special conditions of Contract

4.0.1 Contractor will be given a notice period of 15 days for mobilization & set up of equipment at our site for first time. On mobilization at site the Contractor should be ready to take up Job immediately as per the instruction of Engineer-In-Charge. Further, contractor shall take up the job as per instructions from engineer Incharge irrespective of number of visits to OMPL plant.

4.0.2 Time is the essence of contract and the contractor shall make all out efforts to complete the job within the minimum possible time and as per instructions of engineer-in-charge.

4.0.3 If required the valves may be taken to the (contractor's) workshop for servicing provided necessary facilities and the workshop is located within a radius of 25kms from OMPL site in the contractor's vehicle and at his own Risk. OMPL shall facilitate for SEZ formalities.

4.0.4 In case of emergency, contractor shall attend the job within 24Hrs after intimation from Engineer in charge.

4.0.5 The contractor shall repair the valves free of cost in case of any defective workmanship arising within 6 months in next available opportunity.

4.0.6 No minimum Quantity/Value is guaranteed. However payment shall be released based on the actual Quantity executed by the contractor as per awarded Item rates.

4.0.7 Contractors to quote for all the items as per the Annexure-1.

4.0.8 Contract shall provide service round the clock if asked by engineer Incharge.

4.0.9 Contract shall provide services during planned/un planned shutdown.

4.1.0 Contractor should be able to mobile Teams in excess of 15 - 20 persons minimum during Shutdown.

SCOPE A: REPAIRS OF GATE & GLOBE VALVES "IN – SITU" WITHOUT OPENING THE BONNET

1. Dismantle Gland follower and remove the entire existing Gland Packing after back seating.
2. Carry out thorough cleaning / polishing of the spindle.
3. Install new Gland packing by cutting Rings from packing Material.
4. Carry out re-assembly of the Gland.
5. Service to free up the Valve, as required to the satisfaction of OMPL Supervisor.

SCOPE B: REPAIRS OF GATE AND GLOBE VALVES "IN-SITU" BY OPENING THE BONNET

1. Open valve bonnet dismantle gland follower and remove the entire existing packing.
2. Thoroughly clean all internal like spindle, yoke bush, sleeve, etc. and carry out servicing of all bolts.
3. Carry out all repairs like lapping and blue matching. Servicing of bonnet gasket surface, gate and seat.
4. Replace total gland packing of the valve
5. Re-Assemble the valve after replacement of the bonnet gasket.



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6. Service to free up the valve greasing etc. as required, to the satisfaction OMPL supervisor.

SCOPE C: REPAIR OF VALVES AT SHOP

1. Dismantle the gland follower and Bonnet and remove the entire existing packing.
2. Carry out thorough cleaning of all internal like spindle, yoke bush, sleeve, etc and service all bolts.
3. Carry out all repairs like lapping and blue matching; weld build up at grooved/pitted seat-rings only. Servicing of bonnet gasket surface, gate seat, machining of seat, plug wedge wherever required.
4. Replace total gland packing and reassemble the valve after replacement of the bonnet gasket.
5. Carry out Hydro testing of valve along with testing for seat passing to be witnessed by OMPL EIC at workshop.

SCOPE D: REPAIRS OF CHECK VALVES “IN-SITU” BY OPENING THE BONNET

1. Open Valve top cover.
2. Thoroughly clean all internal components and carry out servicing of all bolts.
3. Carry out repairs like lapping and blue matching, servicing of bonnet, gasket surface, Disc, seat.
4. Re-assemble the valve after replacement of the bonnet gasket.

SCOPE E: REPAIR OF BALL VALVES

1. Dismantle the Ball valves completely
2. Clean all Components
3. Buffing of Ball
4. Replacement of Soft Seats, Joint seals, Gland seals supplied by OMPL
5. Machining of Flanges if required
6. Repair of Internal Components by machining
7. Assembly of Valve.
8. Hydro Testing of Valves.

SCOPE F: OVERHAULING OF VALVE GEAR BOX.

1. Dismantle valve Gear Box from valve either insitu or in workshop.
2. Dismantle all components such as worm gear, pinion gear, Shafts, bearing, clean all components thoroughly, check for Wear & tear, if necessary replace bearing & gear-Supplied by OMPL.

SCOPE G: REPAIR OF PLUG VALVES

1. Dismantle Plug valve completely.
2. Clean all Components thoroughly.
3. Remove Old grease completely.
4. Lap the plug seats & body seats.
5. Check NRV in Greasing Nipples & Clean Them Thoroughly
6. Assemble the Plug Valve with plug gland seals & Joint gaskets.
8. Hydro Test of Plug Valves.

Total valves at OMPL complex:



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Summary of valves						
Type of valves	Block-1	Block-2	Block-3	OSBL	Utility	Total
Ball Valve Size ≤ 2"	14	3		50	25	92
Ball Valve Size > 2"	10		97	100	50	257
Check valve Size ≤ 2"	472	377	688	128	64	1729
Check valve Size > 2"	103	120	162	197	100	682
Gate valve Size ≤ 2"	4488	4025	6321	5567	2784	23185
Gate valve Size > 2"	885	875	1640	2408	1204	7012
Globe valve Size ≤ 2"	1230	959	1441	346	173	4149
Globe valve Size > 2"	59	85	120	89	45	398
Grand Total	7261	6444	10469	8885	4445	37504



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Deviation statement

Technical deviations, if any	
Commercial deviations, if any	

* Deviation taken or noted elsewhere will not be considered.

Seal & Sign of the Bidder:



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SECTION IV 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. 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.
- d. 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.
- e. 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.
- f. All tenderers 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.
- g. 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 17.00 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 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



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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.

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.



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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(IF APPLICABLE):** Successful bidder shall furnish Security deposit in equivalent to 10% of the basic order value within 15 days of receipt of 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 in attached format shall also be accepted in place of Demand Draft.



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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 Ancash 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 18 (eighteen) 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 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.



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- 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 subcontractor 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 60 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.



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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 (PURCHASE), ONGC Mangalore Petrochemicals Limited, Mangalore – 575 006 (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.



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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 (Purchase)** ONGC Mangalore Petrochemicals Limited (An SEZ Unit), Mangalore special Economic Zone, Permude Village Mangalore-574509.
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: + 99 824 2881518, Fax +99 824 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 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



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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's 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.



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- 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.

62 **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.

63 **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.

64. **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.

65. **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.



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

66. **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.
67. **UNDERGROUND AND OVERHEAD STRUCTURES :**The Contractor will familiarise himself with and obtain information and details from the Owner in respect of all existing 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.
68. **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.
69. **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.
70. **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.
71. **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.
72. **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



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included the cost of such works, which shall be removed by the Contractor at his cost, immediately after completion of his work.

73. **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.
74. **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.
75. **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.
76. **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.



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77. **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.
78. **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 statutes.
79. **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 tenderer 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
80. **SITE ORGANISATION:** The tenderer 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.
81. **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 the amount of the Contractor's bill and retained deposits may only be refunded to the contractor on production of the Challans/receipt.
82. **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.
83. **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

84. Contractor shall be responsible for the safety and health of all his employees.
85. 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 complied by the Contractor during the execution of the said contract. Workmen employed by the contractor are required to comply with/maintain the



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- 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.
86. 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.
 87. 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.
 88. Contractor shall ensure that all workmen entering refinery premises are provided with valid photo gate passes and to be produced on demand by each workman.
 89. 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 Refinery 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.
 90. 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.
 91. The Contractor shall make himself fully conversant with the locations and the type of job to be carried out.
 92. 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.
 93. 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.
 94. 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.
 95. 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.
 96. 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 OMRPL's decision will be final & binding.
 97. 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.
 98. 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.
 99. OMPL reserves the right to terminate the Contract without assigning any reason at any time during the validity of the Contract period.
 100. Monthly RA Bills shall be submitted to Accounts Dept. on any working day duly certified by the Engineer-in-charge after completion of work.
 101. 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**
102. Smoking /use of cell phones inside the project site is strictly prohibited. Contractor shall ensure that all workmen employed do not smoke inside the refinery premises. Workmen shall not strike any arc or light



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- naked flame without valid permit. They will not be permitted to bring in any flammable materials or matches while entering the refinery premises.
103. 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.
 104. 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
 105. Contractor should ensure that all workmen being employed inside the Refinery premises have undergone "Fire & Safety Training Program" conducted by OMPL from time to time.
 106. 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.
 107. 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.
 108. 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.
 109. 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
 110. 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.
 111. 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 refinery premises.
 112. Consumption of intoxicating preparation or attending duty under the influence of such products is Strictly Prohibited.
 113. 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.
 114. 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.
 115. 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

116. All welding machines Power connection should be connected to the welding receptacle through welding plug tops only.
117. 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).
118. 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.
119. Pressure Cylinders should be kept at a safe distance from welding or cutting operations.
120. 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)
121. Earthing welding cable should be rigidly connected to the material being welded & securely attached at a location immediately adjacent to the welding.
122. Welding cable ends should be lugged & bolted on the machine side, Holder & earthing side. No joints will be permitted on the welding cable. Only aluminum/ copper cable should be used for welding holder & earthing during welding.



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123. 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).
124. All grinding machines used should have wheel guards.
125. 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.
126. All stand by firefighting equipment as mentioned in the Hot work permit to be ensured at the place of work.
127. 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

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE BOND

(To be executed ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Ref: Bank Guarantee No

Date

To:

M/s. ONGC Mangalore Petrochemicals Ltd.,
Mangalore Special Economic Zone,
Permude, Mangalore-574 509
Karnataka, India.

Dear Sir,

- 1 In consideration of ONGC Mangalore Petrochemicals Ltd., having its Registered Office at _____ (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated (hereinafter called the "Contract" which expression shall include all the amendments there to) with M/s. having its Head/Registered Office at..... (hereinafter referred to as the "Owner" (which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the contract having been unequivocally accepted by the Contractor resulting in a contract bearing No _____ dated valued at for (Scope of work)..... and the Owner having agreed that the Contractor shall furnish to then Owner a performance guarantee for the faithful performance of the entire contract including defect liability to the extent of% of the contract price, i.e. Rs (in Word) we (bank) having its Registered Office at..... (Herein after referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the Owner any money or all moneys to the extent of Rs..... (Rupees) aggregate at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made, by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Owner in writing.
2. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under his Guarantee from time to time, to extend the time for performance of the contract by the Contractor, or vary the terms of the Contract. The Owner shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and Either to enforce, or to forbear from enforcing, any covenants contained or implied in the contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with



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reference to matters aforesaid or any of them or by reason of any other act or forbearance or other act or forbearance of other acts of Owner or any other indulgence shown by The Owner or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.

- 3. The Bank also agrees that the Owner 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 Owner 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 Owner under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Owner discharges the Guarantee in writing.
- 5. We further agree that as between us and Owner for the purpose of this Guarantee any notice given to us by the Owner and any amount claimed in such notice by the Owner that the money is payable by the Contractor and any amount claimed in such notice by the Owner shall be conclusive and binding on us notwithstanding any difference between the Owner 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 or in the Constitution of the Owner. 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) in aggregate and it shall remain in full force up to 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 up to 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 after the said date/extended date, the Owner's right under this guarantee will cease. However, if such a claim has been received by us within and upto ninety days after the said date/extended date, all the Owner's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim. The bank doth hereby that Shri..... (Designation)..... Who is authorized this Guarantee / Undertaking on behalf of the bank and to bind the bank thereby

Dated thisDay of2016

WITNESS:

(SIGNATURE) (SIGNATURE)

(NAME) (NAME)

(OFFICIAL ADDRESS) (Designation with Bank Stamp)

_____ Attorney as per power of

Attorney No.....

Dated:



Tender for carrying out Annual Rate Contract for Valve maintenance for OMPL

SECTION-V FORMS & FORMATS

FORMAT-I (Appendix-I)

STATEMENT OF CREDENTIALS (Attachment to Technical bid)

Bidders 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)
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)/



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19. Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed
20. Type of job in which engaged as independent Manufacturer/ contractor
21. Were you associated with OMPL in any Other contract in the past
22. Are you currently having any contract with OMPL
23. 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
24. Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job
25. Furnish Audited Balance sheet for last 5 Years ending previous financial year.
26. Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the brief experience of the parties
27. Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided
28. Brief Description of the job methodology/Quality Assurance:
29. Details of Testing methods and equipments that will be made available.
30. Details of your Past Experience in the country (India) in this nature of job.
31. 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 OF THE BIDDER WITH SEAL



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FORMAT-I (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-II

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 Special Economic Zone 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):	



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(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 Commission rate:	
(ix)	Service Tax Registration No.:	
(x)	ECC No.:	
(xi)	Central GST No. (if available/ applicable):	
(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.		
Name, Seal & Signature of Authorised Signatory		
Certified that the Particulars as in Sr. No. 2 above are correct as per our records.		

Bank Seal & Signature		



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FORMAT-III

COMPLIANCE TO BID REQUIREMENT

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

We hereby further confirm that any 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 : _____



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FORMAT-IV (BID QUALIFICATION CRITERIA)

(1)	Bidder should have completed / executed the servicing / maintenance of valves contract directly in any Crude Oil Refinery / Fertilizer / Petrochemical plants / Oil & Gas Installations in the preceding 5 years as on bid due date of Minimum Value of Rs. 22 Lakhs in a single order. The relevant documentary evidence like work order copies, completion certificates etc. are required to be furnished along with Technical Bid substantiating the qualification towards relevant experience / technical criteria.				
	WORK ORDER /AWARD NOS.	ORDER DATE AND COMPLETION DATE	ORDER /AWARD AMOUNT	CLIENT NAME	DESCRIPTION OF WORK ORDER/AWARD
(2)	Annual turnover of the Bidder shall be more than Rs. 22 Lakhs in any of the five preceding financial years i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015. Net worth of the bidder as per latest annual report should be positive. Copy of the latest Audited balance sheet, Profit & Loss account and copy of IT returns required to be furnished for the one particular financial year which meets above requirement along with Technical Bid.				
	FINANCIAL YEAR	ANNUAL TURNOVER	NET WORTH		
	2010-2011	Rs. _____			
	2011-2012	Rs. _____			
	2012-2013	Rs. _____			
	2013-2014	Rs. _____			
	2014-2015	Rs. _____			
(3)	The bidder shall have the following Registrations obtained from the competent authority and details of the same to be provided to be furnished along with Technical bid.				
(a)	P.F. CODE REFERENCE & VALIDITY DATE	PF CODE	VALIDITY		
(b)	ESI CODE REFERENCE & VALIDITY DATE & VALIDITY DATE	ESI CODE	VALIDITY		
(c)	SERVICE TAX CODE / REGISTRATION No.				



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SERVICE TAX CODE / REGISTRATION No.		
Check List for Tender Document Fee / EMD		
1	EMD (Earnest Money Deposit)	Please Tick (✓) if Attached
2	Confirm that you have completed the above work within last 5 years from bid due date submission	
3	Blank copy (without price) of Schedule of Rates duly signed and stamped on each page has been submitted	
4	Please confirm that Additional Formats attached with this proposal form have been duly filled in signed and stamped	
5	Confirm that your Bid is valid for 90 days from the last date of submission of Bid	
6	Confirm that price has been submitted in a separately sealed envelope super scribing "PRICE PART" in One original	
7	Confirm that rate/ price has been quoted for all items of SOR	
8	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void	
9	Confirm that correction fluid is not used in the price Part In case of any correction, the same shall be signed and stamped by authorised signatory.	
10	Confirm your compliance to TERMS AND CONDITIONS of Bidding Document	
11	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document	
12	Confirm your compliance to total Scope of Work mentioned in the Bidding Document	
13	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification	
14	Confirm your acceptance for Time Schedule as mentioned in Bidding Document	
15	Confirm that the bid has been submitted on zero deviation basis	
16	Confirm that your quoted price excludes all taxes & duties	
17	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document	
18	Confirm that you are meeting the Technical, Commercial & Financial Criteria as mentioned in the BQC of the tender document and you have submitted all the relevant details/documents in support of the same.	
19	Confirm that Bidders should not have any criminal proceedings going on against them. Bidders should not be on the holiday list of OMPL or any other PSUs. Categorical details to be provided for the same	
Important Note: Non-compliance to any of the BQC will lead to outright rejection of the bid without any further reference to the bidders.		



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FORMAT-IV (Proforma of Bank Guarantee)

PROFORMA OF BANK GUARANTEE (FOR EARNEST MONEY DEPOSIT AS APPLICABLE) (On non-judicial paper of appropriate value)

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 Bidder" 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder from time to time or to postpone for any time any of the powers exercisable by OMPL against the Bidder 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 Bidder or for any forbearance, act or omission on the part of OMPL or any indulgence by OMPL to the Bidder 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.



**Tender for carrying out Annual Rate Contract for Valve maintenance for
OMPL**

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 Bidder 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 _____ 2016.

For _____ Bank

*Pl. mention/put specific date



**Tender for carrying out Annual Rate Contract for Valve maintenance for
OMPL**

SECTION-VI PRICE BID FORMAT

Sl.	Description of Job	UOM	Estimated Quantity	Unit Rate excluding taxes (INR)	Total Amount excluding taxes (INR)
1	REPAIRS OF GATE & GLOBE VALVES "IN - SITU" WITHOUT OPENING THE BONNET (UPTO 300#)	Inch Dia	300		
2	REPAIRS OF GATE & GLOBE VALVES "IN - SITU" WITHOUT OPENING THE BONNET (ABOVE 300#)	Inch Dia	200		
3	REPAIRS OF GATE AND GLOBE VALVES "IN-SITU" BY OPENING THE BONNET (UPTO 300#)	Inch Dia	300		
4	REPAIRS OF GATE AND GLOBE VALVES "IN-SITU" BY OPENING THE BONNET (ABOVE 300#)	Inch Dia	200		
5	REPAIRS OF CHECK VALVES "IN-SITU" BY OPENING THE BONNET (UPTO 300#)	Inch Dia	50		
6	REPAIRS OF CHECK VALVES "IN-SITU" BY OPENING THE BONNET (ABOVE 300#)	Inch Dia	30		
7	REPAIR OF BALL VALVES (UPTO 300#)	Inch Dia	25		
8	REPAIR OF BALL VALVES (ABOVE 300#)	Inch Dia	25		
9	OVERHAULING OF VALVE GEAR BOX (UPTO 300#)	Inch Dia	150		
10	OVERHAULING OF VALVE GEAR BOX (ABOVE 300#)	Inch Dia	50		
11	REPAIR OF PLUG VALVES (UPTO 300#)	Inch Dia	30		
12	REPAIR OF PLUG VALVES (ABOVE 300#)	Inch Dia	10		
13	OVERHAULING OF VALVES AT SHOP (UPTO 300#)	Inch Dia	200		
14	OVERHAULING OF VALVES AT SHOP (ABOVE 300#)	Inch Dia	100		
15	TRANSPORTATION OF VALVES FROM SITE TO CONTRACTOR WORKSHOP (TO & FRO)	Number	2		

*** Note: Forged steel valve Size 0.5"to 1.5" 800# will be considered as below 300#.**

Important Notes:

1. **OMPL being an SEZ unit, Service Tax is exempted, so contractor to avail the exemption wherever required/possible.**
2. **Bidder to note that the Prices are inclusive of charges towards conveyance, transportation or any other charges during service period. Over and above the lump sum price quoted by the bidder, no other charges shall be payable.**
3. Quantities shown in SOR are indicative only. No minimum Quantity/Value is guaranteed. However Payment shall be released based on the actual Quantity executed by the contractor and certified by EIC.
4. All expenditure related to the scope of work to be included in the quote.
5. Evaluation shall be done on overall L1 (least cost) to OMPL basis.