



ONGC MANGALORE PETROCHEMICALS LIMITED
Mangalore Special Economic Zone,
Permude, Mangalore – 574 509

TENDER DOCUMENT NO: 1090C16021

**TENDER FOR PROVIDING SERVICE OF PLANT HOUSEKEEPING AT ONGC MANGALORE
PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT**

(DOMESTIC COMPETITIVE BIDDING UNDER OPEN TENDER BASIS)

IMPORTANT POINTS TO NOTE

TENDER DOCUMENT NO	1090C16021
WORK/ JOB	PROVIDING SERVICE OF PLANT HOUSEKEEPING AT ONGC MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT
AREA OF WORK	SPECIAL ECONOMIC ZONE (SEZ)
BIDDING METHODOLOGY	TWO BID SYSTEM
PUBLISHING OF TENDER DOCUMENTS ON WEBSITE	08-APR-2016
COST OF TENDER DOCUMENT	Rs. 2000/- (NON REFUNDABLE)
EARNEST MONEY DEPOSIT	RS 60,000/-
BID EVALUATION/ QUALIFICATION CRITERIA	REFER BID EVALUATION/ QUALIFICATION CRITERIA GIVEN IN TENDER DOCUMENT.
LAST DATE & TIME OF RECEIPT OF PRE-BID QUERIES	Up to 15:00 hours on 15-Apr-2016
DATE, TIME AND VENUE OF PRE-BID MEETING	14:30 hours (IST) on 16-Apr-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 03-May-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
Bidding/Tender Document and Corrigenda/Addenda	Bidder can download the Bidding/Tender Document from OMPL's website http://www.ompl.co.in Corrigenda/Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the content of the bidding document have not been altered or modified.
Bidders, who are downloading the bid document from website, are requested to inform OMPL about their company details and address for communication on the following email IDs : rajnishkumar@omplindia.com / devadipl@omplindia.com	
FOR DETAILS PLEASE REFER RELEVANT CLAUSES OF TENDER DOCUMENT	

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

MASTER INDEX

**Bidding / Tender
Document No.**

1090C16021

Services/ Work/ Job

PROVIDING SERVICE OF PLANT HOUSEKEEPING AT ONGC
MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT

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**INVITATION FOR BIDS (IFB)
FOR
PROVIDING SERVICE OF HOUSEKEEPING, JANITORIAL AND PEST CONTROL SERVICES AT
ONGC MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT**

1. PROJECT DETAILS:

ONGC Mangalore Petrochemicals Limited (OMPL) a green field petrochemicals project, is promoted by Oil and Natural Gas Corporation Ltd (ONGC) India's Most Valuable Public Sector Enterprise and Mangalore Refinery and Petrochemicals Limited (MRPL) a subsidiary of ONGC . OMPL was incorporated on 19th December 2006. MRPL holds 51% and ONGC holds 49% of equity share capital of OMPL.OMPL has become a subsidiary of MRPL w.e.f. 28th February 2015, in view of MRPL holding 51% stakes in OMPL.

2. BRIEF SCOPE OF WORK AND CONTRACT PERIOD:

2.1. Brief Scope of Work & supply includes providing of PLANT HOUSEKEEPING for ONGC Mangalore Petrochemicals Limited (OMPL) all as per the scope define in Bidding Document.

2.2. CONTRACT PERIOD: The period of contact shall be for 12 (Twelve) months from the date of issue of work order and can be extended for a further period of 12 (Twelve) months at the same rates, terms & conditions, if the contractor is able to establish effectiveness in its services and is solely at the discretion of OMPL.

3. OMPL invites bids for the subject works/Services in total compliance to technical specifications, scope and terms & conditions of tender documents/attachments. Your offer must be complete in all respect without any deviations. You are requested to submit your most competitive offer for all items as per Price bid/break-up.

Please note that issuance of technical and commercial queries is not envisaged and your offer may be evaluated based on input given therein. Hence pre-bid clarifications, if required may be sought from us immediately on receipt of this Tender document.

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

PART-I: Techno commercial (unpriced) bid

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

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

- ii) Demand Drafts of the amount mentioned above towards cost of bidding document (Rs. 2000/-) **and** Bid Security/Earnest Money Deposit (EMD) (Rs. 60,000/-)
- iii) Duly filled, signed and stamped Integrity Pact in original.

PART-II: Price bid

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

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

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

**Attn: Chief - Commercial
ONGC MANGALORE PETROCHEMICALS LIMITED,
Mangalore Special Economic Zone,
Permude, Mangalore – 574 509**

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.

5. BIDDER QUALIFICATION CRITERIA (BQC)

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

- i) The value of successfully completed single work contract of Plant housekeeping as detailed in the tender document in Continuous Operating Process Unit namely Petrochemical / Petroleum Refinery / Chemical / Fertilizer during last five years (to be reckoned from bid due date) shall not be less than Rs. 17,70,000 and such completed works should have been successfully operating/commissioned for a period of not less than 12 months as on the date of schedule bid submission due date. The relevant documentary evidence like work order copies and completion certificate are required to be enclosed along with the technical bid.
- ii) The turnover of the bidder (s) should not be less than Rs. 18 lakhs per annum during the past 5 (Five) financial years proceeding from bid closing date. Audited balance sheet, Profit & Loss account and copy of IT returns required to be furnished for the 5 financial years.
- iii) Bidder should have own ESI & PF code obtained from the competent authority. Proofs should be submitted.
- iv) Should have Service Tax Registration. Copy of Registration Certificate should be submitted.

The details of turn-over, single order value, P.F., ESI, details etc. shall be given in the format attached herewith and is to be enclosed with technical bid.

II) Rejection Criteria:

- i) If the bidder(s) do not submit Bidding Document Fee and/or EMD along with unpriced technical bid (Part-I).
- ii) If the bidder do not meet the BQC.
- iii) If the bidder do not accept the security deposit clause.
- iv) If bids are received after scheduled date of bid submission.
- v) If Integrity pact is not signed & submitted along with unpriced technical bid (Part-I).

III) Other details:

- i) Experience of only the bidding entity shall be considered. A job executed by a bidder for its own concern/ subsidiary cannot be considered as experience for the purpose of meeting Bidder Qualification Criteria (BQC).
- ii) Offers/Bids will be evaluated on **overall L1 basis** including cost of consumables, i.e. on lowest cost to OMPL.

The credentials/documentary proof submitted by bidder should clearly establish bidder's qualification as per the BEC clauses as mentioned above.

6. 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 NSIC (under its single point registration scheme) will be exempted from the bid document fee provided they are registered for the items they intend to quote. The Government Department / PSUs will also be exempted from the payment of bid document fee. However, Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are PSU and are eligible for getting bid documents free of cost.
7. **BID SECURITY /EARNEST MONEY DEPOSIT (EMD):** Bidder to submit Earnest Money Deposit of the amount **Error! Reference source not found.** by way of Bank Guarantee (BG) or Demand Draft (DD) 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 bidders, 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:
 - i. Failure of the bidder to honour their offer.
 - ii. Withdraw their offer before expiry of validity period.
 - iii. Inability to perform satisfactorily after receipt of order in case of successful bidder.

No interest is payable on EMD. Firms registered with National Small Industries Corporation (NSIC) are exempted from EMD, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate. EMD for PSU (Public Sector Unit) is exempted. Small Scale Industries registered with the NSIC under its single point registration scheme shall be exempted from submission of bid security subject to their enclosing with their bid a copy of latest and current registration certificate. Units registered with NSIC are exempted from payment of EMD, subject to:

- I. The unit should be registered with NSIC. Registration certificate shall be valid as on due date of tender.
- II. Techno commercial Bid is accompanied by a photocopy of valid NSIC Registration Certificate / Review Certificate.
- III. Photocopy of application for registration as NSIC or for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD.
- IV. Please refer to MSME guidelines
- V. Registration with DGS&D will not entitle the Tenderer to claim exemption from Payment of EMD.

Tender will be summarily rejected under following circumstances

- i. EMD submitted in form of cheque.
- ii. The name of tender mentioned in the BG is different from the tender for which bids have been invited.
- iii. The firm on whose behalf the BG has been furnished is different from the bidder.
- iv. The EMD is not of prescribed value.

- 7.1. The Bidder shall submit the bid security in Indian Rupees and shall be in the form of Demand Draft/ Banker's Cheque in favour of ONGC MANGALORE PETROCHEMICALS LIMITED, payable at MANGALORE (issued by an Indian scheduled Bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of ONGC MANGALORE PETROCHEMICALS LIMITED as per format given under Proposal Form with this Bidding/Tender document. OMPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security furnished.
- 7.2. 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*
- 7.3. The bid security shall be valid for two (02) months beyond the validity of the bid as specified in the Bidding Document i.e. 05 (five) months beyond bid submission/ extended bid submission date.
- 7.4. Bids without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.
- 7.5. 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. **INTEGRITY PACT:** Proforma of Integrity Pact has been attached with this Bidding/Tender Document. This Integrity pact document shall be duly filled and signed by the same signatory of the bidder, who signs the bid, in all pages of the document and returned together with the Techno commercial (Unpriced) Bid. Offer of those bidders who do not attach the duly signed Integrity Pact, as stated above shall be summarily rejected.

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

9. **Pre bid meeting** will be held 14:30 hours (IST) on 16-Apr-2016 at ONGC MANGALORE PETROCHEMICALS LIMITED, Mangalore Special Economic Zone, Permude, Mangalore – 574 509. All the queries related to the Tender by clearly mentioning Tender document clause No. & respective page No. shall be sent to contact details given below by 15-Apr-2016 on or before 15.00 Hours. No queries shall be considered after the specified date and time of pre-bid queries. All bidders are invited to attend the Pre bid meeting. In case, if it is required Parties may 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. Any queries related to the Tender may be addressed to:
- i) Rajnish Kumar, Engineer-MM, Tel. No. : 0824-2872261; Mob: 9480821931
E mail: rajnishkumar@omplindia.com and
 - ii) Prashant L Devadiga, Senior Manager (Process), Tel. No. : 0824- 2872325, Mob: 9480821877, E mail: devadipl@omplindia.com
12. 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.
13. 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.
14. Language of Bid:
The Bid and all correspondence incidental to and concerning the Bid shall be in the English Language. For supporting documents and printed literature submitted in any other language, an equivalent English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English Translation shall govern.
15. 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.
16. Bid Validity/Bid opening:
- a. Bid shall remain valid for a minimum period of **03 Months** 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 ONGC MANGALORE PETROCHEMICALS LIMITED, Mangalore Special Economic Zone, Permude, Mangalore – 574 509 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.
17. Quoted Rates shall be firm & fixed till complete execution of Contract. Once the quotation is accepted and order placed on the successful tenderer, the rate shall be valid for the full period of the contract (INCLUDING THE EXTENDED PERIOD, IF OPTED BY OMPL).
18. 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.
19. 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 Qualification 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 Integrity Pact 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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 canceling the contract, it shall not be liable to pay for any loss or compensation in respect of such cancellation.

Scope of Work:

- 1.0** The scope of work includes but not limited to the following:
- 1.1 Cleaning of entire ground floor of all operational units every day along with removal of grass and removal of other vegetation inside the units
 - 1.2 Cleaning of each technological platforms & column structures in all units once in seven days
 - 1.3 Cleaning, sweeping the paved areas of various units using brooms and other suitable material
 - 1.4 Cleaning of standby pumps foundation base frame and connected lube oil system
 - 1.5 Cleaning of compressor house in each unit once in seven days should include Compressor, base frame and connected lube oil, seal oil and seal gas system area cleaning also
 - 1.6 Collection of debris / dust from all operational units and disposal at the designated locations
 - 1.7 Cleaning / de-choking of drains within and at the battery limit of various units leading to unit peripheral drain including disposal of soil / debris removed from the drain at the designated location
 - 1.8 Collecting trash / garbage / metal scrap / wooden scrap / small boulders etc with in the plant area by using Tractor and other tools & tackles as per the industrial standards including disposal of the collected material at the designated location within the Aromatic Complex. Deployment of driver with valid license, fuel etc. is also in the scope of the contractor.
 - 1.9 During emergency in the unit jobs like spillage cleaning, hot water /chemical cleaning of the floor, transportation and lying of required hoses, etc. as instructed by the Shift-In -Charge of the block.
 - 1.10 Other routine jobs like:
 - Transportation of 20 liters drinking water cans to field operators cabins.
 - OWS and CRWS pit cleaning.
 - Heater peep door glass cleaning.
 - Helping in lifting and shifting of chemical / Lube oil drums and transferring chemicals to day tanks.
 - Helping in transportation of hoses etc.
 - During APH washing cleaning, APH bottom cleaning, Neutralization pit cleaning.
 - All vessels skirt inside cleaning.
 - 1.11 Cleaning of Oil drums and chemical drums to be cleaned as when generated. Empty drums to be cleaned with hot water and soap powder using proper safety personal protective equipments in presence of respective operational unit operators.
- Any other housekeeping job instructed by Shift-In-Charge of the each operational block

- 1.12 Contractor has to work as per the instructions given by area in-charge / site engineer or any other OMPL engineer designated by Engineer in-charge for the purpose.
- 1.13 It is responsibility of the contractor to maintain high standard practices of maintenance services of housekeeping work with specified machines / tools & tackles and other material like Brooms, Hand Gloves, Bleaching Powder, and Lime, Disinfectants, Grease removal powder/solution and cotton waste. The Contractor should ensure cleanliness in each area is maintained to the satisfaction of the Engineer-In-Charge or officer nominated by him.
- 1.14 If any damage occurs to any of the facility in various units due to negligence of the contractor or his worker during the course of execution of the contract, the contractor will be liable to compensate and expenses for its repair shall be recovered from monthly bill of the Contractor.
- 1.15 If OMPL notices that due to gross negligence or deficiencies or improper execution of work, on the part of the contractor, the aesthetic aspect or appearance of any unit of Aromatic Complex is likely to suffer, OMPL shall be at liberty to revoke the contract without any notice or any payment for any likely loss to the contractor, and take over the responsibility of Plant Housekeeping and take further necessary steps to obtain housekeeping services at the risk and cost of the contractor.

2.0 Period of Contract:

- 2.1 The period of contact shall be for 12 (Twelve) months from the date of issue of work order and can be extended for a further period of 12 (Twelve) months at the same rates, terms & conditions, if the contractor is able to establish effectiveness in its services and is solely at the discretion of OMPL.
- 2.2 The rates quoted by the contractor shall be firm and valid for the duration of entire contract period (including extended contract period).

3.0 Terms of Payment:

- 3.1 No mobilization advance and secured advance will be paid.
- 3.2 Bills should be prepared and submitted by the contractor in two copies and 100% payment will be released on monthly basis within 15 days from the date of certification of bills by Engineer Incharge (EIC).

4.0 Manpower

- 4.1 The contractor has to deploy 22 (twenty two) minimum manpower in General duty hours (as per OMPL/MRPL working day basis) as specified below for due performance of contractual obligations. Contractor has to deploy 2 (two) minimum supervisors in General duty hours (as per OMPL/MRPL working day basis) for due performance of contractual obligations & monitor the progress of work in Process areas and Utilities areas respectively.
- 4.2 The contractor shall be required to provide the services as stipulated in the 'Scope of Work, in the Terms & Conditions of Contract and Price Bid Format' by deploying extra workmen and supervisor, if required. If, for this purpose additional man power is required, it shall be the responsibility of the contractor to provide the same at his own cost and no extra payment shall be admissible on this account.

Sr. No	Operational Area description	Minimum Manpower required
A	<i>Process Units</i>	
	<i>Area-1</i>	
	Block - 1	2
	EPTP/ETP + ISBL CRWS	2
	Pump House-1/2, OSBL tankfarm + FLARE	3
	<i>Area-2</i>	
	Block - 2	2
	Block - 3	2
	Pump House-3 & ISBL tankfarm	1
B	<i>Captive Power Plant (CPP) Units</i>	
	STG + GTG + HRSG areas	3
	UB + other area	2
C	<i>Utilities Units</i>	
	Nitrogen Plant and IA/PA	1
	DM + RWTP + CTRO	2
	Raw water + Fire water pump houses	1
D	Fire Station + Warehouse	
	Total	22

SPECIAL CONDITIONS OF CONTRACT

1. Contractor has to perform housekeeping work as specified in scope of work and the intervals specified thereof.
2. Contractor has to arrange all tools, tackles and other material like brooms, scrapers etc., required for due performance of the jobs under their scope. Material such as cotton waste and water hoses for cleaning purpose shall also be in the scope of the contractor.
3. Contractor shall be provided storage location for keeping all his tools and tackles. Security arrangement for the storage area shall be the responsibility of the contractor.
4. Bidder has to deploy sufficient number of manpower along with supervisors as deemed fit to perform the job in all respects.
5. Contractor has to arrange all Personnel Protective Equipment (PPE) to all his workmen at his own cost and also maintain the stock of PPEs.
6. Working hours shall be 09:00 hrs to 17:15 hrs. In case of exigency in the plant, contractor has to continue job after general shift timings also, by deploying required manpower as per instructions from EIC or his representative. No compensation shall be paid to the contractor on this account. Contractor has to consider this and quote accordingly.
7. Bidder shall quote firm individual unit rates as per Price bids enclosed. Rates shall include cost of labours/Services, supplies, supervision, tools & tackles, taxes & duties etc *but excluding Service tax*, which is exempted for OMPL being SEZ unit. Break-up of the prices by the bidder shall be given if OMPL asks for the same. Works contract tax, if any, shall be borne & inclusive in the prices quoted by the bidder. The wages paid by the contractor to their employees / workmen shall be fair and in no case be less than the wages prescribed by the appropriate Government under the Minimum Wages Act, 1948 and all provisions of Regulation of Contract Labour Act. In addition to the minimum wages prescribed by the appropriate government/authorities, the successful bidder shall pay special allowance to their employees. All safety gadgets, Uniform shall be given to the employees by the bidder as per F&S Dept requirements. Minimum wages as prevailing on Bid closing date to be considered while bidding.
8. Minimum wages prevailing with effect from 01.04.2016 are as follows: (if applicable)

Sl. No.	Category of worker	Wage (Rs.)
1	Unskilled	307
2	Semi – Skilled	347
3	Skilled	407
4	Highly skilled	448
5	Sweeping & Cleaning	307
6	Watch & Ward (without Arm)	347

In addition to the above, the bidder should pay employer contribution of PF@12% on max wages of Rs.15000/- per month, Admin Charges Rs.1.61%, ESI – Rs.4.75%, Leave wages, Bonus @ 8.33% or Rs.7000/- per annum which is less as per bonus act.

Any increase in minimum wages upto 10% per annum as compared to the minimum wages considered on the bid closing date will not be considered for reimbursement during contract period. Any increase in minimum wages beyond 10% will be reimbursed

to such extent determined as the labour content in the estimated cost in the tender document.

9. EIC shall have full authority to check the progress of work. Non-adherence to the completion of work within the specified time shall attract a penalty equivalent to daily minimum wages payable for unskilled labour for each day delay and the same shall be deducted from contractor's RA bills accordingly at the discretion of EIC.
10. Contractor shall get his works certified by the site engineer / area in-charge of OMPL and submit the same along with the RA bills for payment.
11. Contractor has to ensure that all his personnel wear tidy dress and shall be equipped with all necessary safety appliances during working in plant as per OMPL Policy.
12. Contractor has to ensure payment of Provident fund, ESI, bonus and other benefits to his employees as per prevailing law.
13. Contractor has to comply with all statutory obligations as per GCC.
14. Contractor has to make his own arrangement for accommodation of his employees/workers and their transportation to and from OMPL.
15. Arrangement of tea, snacks, meals and other eatables shall be sole responsibility of the contractor; OMPL shall not guarantee to provide any of the above items to the contractor.
16. Consumption of Alcohol and smoking is strictly prohibited in the Plant premises.
17. Adequate safety precautions must be taken by the contractor & their authorized person to prevent damage to any facility while working.
18. The concerned contractor shall be solely responsible for the safety of their person. The compensation, in case of any accidents of any nature e.g. fatal/non-fatal/electrical/ mechanical etc., shall be paid by the contractor. In case of any accident, the contractor will have to inform E-I-C immediately.
19. The successful bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed by him. OMPL shall, in no way, be responsible for settlement of such issues whatsoever.
20. The personnel deployed by contractor for carrying out the work will no way be deemed as working under employment of the OMPL and there shall not exist any employer employee relationship between the OMPL and the contractor or his personnel deployed by him.
21. OMPL will not be responsible for any loss or damage due to any reason whatsoever to the goods, tools or any other items belonging to the contractor or workmen employed by him.
22. The contractor shall also ensure that his workforce does not tamper with any equipment of OMPL and also does not enter into restricted area.
23. If the contractor personnel causes any damage to OMPL property due to neglect or carelessness or any fault on the part of the contractor or their employees, the contractor is liable to pay the cost of such damage to OMPL as per assessment made by EIC and it shall be final and binding on the contractor.
24. If any workman engaged under this contact found working against the interest of OMPL in any manner including misbehavior / misconduct / disobedience of any order or instruction of site in charge / Engineer in charge, in such case contractor has to remove / replace the accused immediately on written instruction of Engineering in charge.
25. Running bills are to be paid on monthly basis. The contractor has to raise the bill in the first week of every month for the works executed in the previous month.
26. While raising the running bills for each item as mentioned in scheduled of rates, contractor has to attach certified copy by site engineer / area in-charge of OMPL for each item as per the approved format issued by OMPL.

PENALTY CLAUSE

Contractor has to deploy 2 (two) minimum supervisors in General duty hours (as per OMPL/MRPL working day basis) to monitor the progress of work in Process areas and Utilities areas respectively and report to EIC of OMPL. If the supervisors are absent for more than one day, contractor has to arrange alternative supervisors during the period of their absence. If not, penalty shall be levied @ Rs.500/- per day per supervisor of absence and shall be deducted from RA bills accordingly.

Contractor has to deploy 22 (twenty two) minimum manpower in General duty hours (as per OMPL/MRPL working day basis) for plant housekeeping daily. If the workers are absent for more than one day, contractor has to arrange alternative workers during the period of their absence. If not, penalty shall be levied @ Rs.450/- per day per worker of absence and shall be deducted from RA bills accordingly.

On any day if the contractor fails to complete or fails to carry out the job specified for the day then following penalties will be applicable.

1. First time: Rs. 500/- will be deducted from the monthly bill, on such occasions.
2. Second time: Rs. 1000/- will be deducted from the monthly bill, on such occasions
3. Third time: Rs. 1500/- will be deducted from the monthly bill, on such occasions
4. Fourth time: Rs. 3000/- will be deducted from the monthly bill, on such occasions
5. Fifth time: Rs. 5000/- will be deducted from the monthly bill, on such occasions
6. If the failure is repeated continuously for three consecutive months, with two months' notice the contract may be terminated.

Whenever any dispute regarding mode of working of contractor person arises, the decision of Engineer in charge shall be final and binding on the contractor.

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 renderers are required to read these conditions carefully and return one set duly signed by them as token of having read, understood and accepted the conditions, along with information called for by OMPL.
- 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 14.00 hours Indian Standard Time (IST) on the notified date of closing of the Tender.
4. **LATE BID:** The Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid. Any bid received after dead line for submission of bid, will be rejected and returned unopened.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bank Guarantee issued by the following banks shall be accepted

- Indian Nationalized Bank
- Export Import Bank of India
- A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.

- Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

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

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

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

11. **WARRANTY/ DEFECT LIABILITY:** Successful bidder is required to provide warranty of the material supplied /Defect Liability for the works shall unless otherwise specified be 12 (twelve) months from the date of commissioning/installation or 30 (thirty) months from the date of supply, whichever is earlier.
12. **PRICE DISCOUNT FOR DELAY IN DELIVERY/COMPLETION PERIOD (IF APPLICABLE):** will be applicable @ 0.5% of the Work order/Purchase Order per week or part thereof for delay in supplies/delay in completion subject to a maximum ceiling of 5% of Purchase Order/Work Order value. Price adjustment for delay in delivery/completion will be imposed on the cost of order price of delayed supplies, except however, where in the judgment of OMPL the supply of partial quantity does not fulfill the operating need, Price discount will be imposed on full value of the Purchase Order/Work order. For imported items for the purpose of Price discount, date of dispatch at FOB Port (Air Way Bill/Bill of lading) is considered as delivery date for imported consignments. For Indigenous items for the purpose of Price discount, date of receipt of material at OMPL, Mangalore site is considered as delivery date for Indigenous consignments.
13. **DEVIATION TO TENDER TERMS:** Deviation to tender conditions liable for rejection of the bid However if any bidder is not able to quote due to lack of clarification /Understanding of any tender condition and so does require any deviation, he may depict the deviation required to the contract condition in a separate letter and should be kept in separate envelope super scribed with "Deviations to tender conditions" mentioning the tender number. In this letter both the contract condition and required deviated conditions should be mentioned. It is the prerogative of OMPL to consider any such bids where deviations are required for the bidder.
14. **INSURANCE:** CONTRACTOR shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period until ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances
 - a. **Transit & Erection Insurance:** Insurance for the materials to be supplied and erection shall be covered by the Supplier/Contractor.
 - b. **Workmen's Compensation Insurance (WCI)/ Employer's Liability Insurance (ELI):** This insurance shall confirm to and satisfy all the requirements of the applicable

laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR 's employees engaged in the WORKS.

- C. **Third Party Liability Insurance (TPL):** Shall be covered by the contractor. CONTRACTOR shall at all times indemnify and keep indemnified the OWNER and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of or to property or person of any sub contractor and/or the servants or agents of the CONTRACTOR or any other contractor(s) and any 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 90 days from the due date of submission of Priced & Un-priced offer. Necessary extension shall be sought within the validity period in case of any extension is required at that stage.
16. **LANGUAGE AND SIGNING OF BID:** The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and OMPL shall be written in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purpose of interpretation of the bid, the translation shall prevail
17. **COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of its bid, and the OMPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.**
18. **INCOME TAX LIABILITY:** The Bidder will have to bear all Income Tax liability both Corporate & Personal Tax.
19. **BID CURRENCIES (APPLICABLE FOR INDIGENOUS BIDDERS ONLY) :** Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered.
20. **BID CURRENCIES (APPLICABLE FOR FOREIGN BIDDERS ONLY):** The Bidders are to quote firm prices. They may bid in any currency (including Indian rupees). Payment will be made accordingly. Currency once quoted will not be allowed to be changed.
21. **BANK CHARGES / STAMP DUTIES / TAXES(APPLICABLE FOR FOREIGN BIDDERS ONLY)**
All bank charges (including charges for confirmation of letter of credit if required by seller) and stamp duties payable in seller's country in connection with the payment to be made under this purchase order shall be borne by the seller. All bank charges and stamp duties payable in India shall be borne by the purchaser.
All bank charges, taxes, duties and levies of any kind that may be payable up to the stage of putting the materials in F.O.B position shall be borne by the seller.
All taxes and duties payable in India on the materials shall be payable by the purchaser.

22. **BANK CHARGES (APPLICABLE FOR INDIGENOUS BIDDERS ONLY):** All bank charges including charges for confirmation of letter of credit if required by seller/Charges incurred during Thru Bank transaction are to respective accounts.
23. **CUSTOMS CLEARANCE & CUSTOMS DUTY (APPLICABLE FOR FOREIGN BIDDERS ONLY):** Import customs clearance for foreign bidder towards supply of complete equipment under this contract shall be carried out by OMPL and all shipping documents should be drawn in the name of OMPL. The estimated cost towards customs clearance & all other statutory charges / incidental charges will be taken into account for the evaluation of the landed cost.
24. **EVALUATION AND COMPARISON OF BID:** Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria.
25. **CONVERSION TO SINGLE CURRENCY (APPLICABLE FOR FOREIGN BIDDERS ONLY)** To facilitate evaluation and comparison, OMPL will convert all bid prices expressed in the amounts in various currencies in which bid prices are payable utilizing the currency, source and based on RBI exchange rate prevailing on bid closing date.
26. **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS: OMPL** has to finalize its purchase within a limited time schedule. Therefore, OMPL will not seek any clarification in respect of incomplete offers Prospective Bidders are advised to ensure that their bids are complete in all respects and confirm to OMPL's terms, conditions. Bids not complying with OMPL's requirement **will** be rejected without seeking any clarification.
27. **EXAMINATION OF BID :**OMPL will examine the bids to determine whether they are complete, whether any computational error have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. OMPL will determine the conformity of each bid to the bidding documents.
28. **OMPL'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS: OMPL** reserves the right to reject, accept or prefer any bid and to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or Bidders of the ground for OMPL's action. OMPL also reserves to itself the right to accept any bid in part or split the order between two or more Bidders.
29. **SPECIFICATION:** The Bidder must note that its bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not confirm to the required specifications indicated therein. The lowest bid will be determined from those bids, which are in full conformity with the required specifications.
30. **MODIFICATION & WITHDRAWAL OF BID :**No Bid may be modified after the deadline for submission of Bids
31. **VAGUE & INDEFINITE EXPRESSIONS:** Bids Qualified vague and indefinite expressions such as "Subject to Availability" will not be considered.
32. **UNSOLICITED POST TENDER MODIFICATION:** Unsolicited post-tender modification will lead to straight away rejection of the offer.
33. **CONTACTING OMPL:** No Bidder shall contact OMPL on any matter relating to its bid, from the time of the opening till the time the contract is awarded.

34. **AWARD OF CONTRACT:** OMPL will award the contract to the successful bidder whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.
35. **PART ORDER / REPEAT ORDER:** Vendor hereby agrees to accept part order at owner's option without any limitation whatsoever and also accept repeat order(s) during a period of six months from the date of original purchase order on same unit prices, terms and conditions.
36. **REFERENCE FOR DOCUMENTATION :**In the event of an order is being released, the order number must appear on order confirmation, correspondence, drawings, and invoices, shipping documents, packing and on any other documents or papers connected with the Purchase order.
37. **CONFIRMATION OF PURCHASE ORDER:** In the event of an order, the Vendor shall acknowledge the receipt of the Purchase order within ten days by mailing `Purchase order and shall there by confirm his acceptance of the Purchase Order without any exceptions. This acknowledgement will bear on both purchase order and General Purchase Conditions.
38. **EXPEDITING:** OMPL / OMPLs representative have been assigned to expedite both manufacture and shipment of equipment and materials covered by the Purchase Order. The OMPL/OMPL's representatives shall have free access to vendor's shop and / or sub-suppliers shop at any time and they shall be provided all the necessary assistance and information to help them perform their job.
39. **SHIPMENT AND SHIPMENT NOTICES (APPLICABLE FOR FOREIGN BIDDERS ONLY):** The vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. As soon as any shipment is made, the Foreign Supplier shall send advance information by way of Fax message, giving particulars of the shipment, vessels name, port of shipments, Bill of Lading number and date, total FOB and freight value with confirmation copies by post.
40. **SHIPPING (APPLICABLE FOR FOREIGN BIDDERS ONLY) :** All shipment of materials shall be made by first class direct vessels. The Foreign Supplier shall arrange with vessels owners of Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate the handling and off loading at the port of destination and to avoid any over carriage at the port of discharge. All shipments shall be under deck unless carriage on deck is unavoidable. The bills of lading should be made out in favour of Manager (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.
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 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, Mangalore Special Economic Zone, Permude, Mangalore – 574 509
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 2451001, Fax +99 824 2451005 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 required by the OMPL. The time taken for replacement in such event will not be added to the contractual delivery period.
50. **RECOVERY OF SUMS DUE:** Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the OMPL and should this sum be not sufficient to cover the recoverable amount the Vendor shall pay to the OMPL on demand the balance remaining due.
51. **NON-WAIVER** Failure of the OMPL / Procurement Coordinators / consultants to insist upon any of the terms or conditions incorporated in the Tender enquiry or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed to waiver of any right of the OMPL Procurement Coordinators / Managers to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Procurement Coordinators / Managers act as waiver of the terms hereof.
52. **NON ASSIGNMENT** The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Owner.
53. **CHANGES** In the event of an order, the Owner has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalized within 10 days from the date when the change is required.
54. **MODIFICATIONS** The Owner shall have the right to make technical changes or modifications in the technical documents / specifications comprised in the Purchase Order. The Vendor shall comply with such a written request or make alternative suggestion. Any such changes or modifications shall be at the cost, if any, of the OMPL. As soon as possible after receipt of the written request for changes, Vendor shall furnish in writing to the OMPL, an estimate of cost for the changes and modifications. On receipt of OMPL's written authorization, the Vendor shall promptly proceed with the changes/modifications
55. **PATENTS AND ROYALTIES** On acceptance of this order, the vendor will be deemed to have entirely indemnified the OMPL from any legal action or claims regarding compensation for breach of patent rights which the vendor deems necessary to

apply for manufacturing the ordered equipment and / or materials or which can in any way be connected in the manufacture.

56. **PERMITS AND CERTIFICATES:** The vendor shall procure, at its expense, all necessary permits, certificates, and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and the Vendor further agrees to hold the Client and the Purchase harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances, or other rules.
57. **VENDOR'S DRAWINGS AND DATA REQUIREMENT:** The vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the bid document and of the Vendor's drawing and data from attached to the Purchase Order and as called for in the Clause 8 viz. Expediting above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purpose including settlement of payment since the said submissions are an integral part of Purchase Order execution.
58. **TECHNICAL INFORMATION:** Drawings, specifications and details shall be the property of the OMPL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of the OMPL. The Vendor shall not disclose the technical information furnished to or gained by the Vendor or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by the OMPL shall at all times remain the absolute property of the OMPL.
59. **SERVICE OF VENDOR'S PERSONNEL:** Upon three weeks advance notice, the Vendor shall depute the necessary personnel to site for supervision of erection and start up of the equipment and train OMPL personnel for the operation and maintenance of the equipment, if required by the OMPL. The terms and conditions for the services of the vendor's personnel shall be indicated in the quotation itself.
60. **CANCELLATION/TERMINATION:** OMPL shall be at liberty to cancel the contract forthwith at any time under the following conditions.
- a. If the successful tenderer shall commit a breach of any of the conditions stipulated contract and fail to remedy such breach within four days of the receipt of the written notice from OMPL in this regard.
 - b. Upon
 - i. The death or adjudication as insolvent of the successful tenderer, if he/she be an individual.
 - ii. The liquidation, whether voluntary or passing of the effective resolution for winding up of the successful tenderer if it be a company.
 - c. If any successful tenderer or any partner in the firm of the successful tenderer shall be convicted of any criminal offence.
 - d. If a receiver is appointed of any property or assets of the successful tenderer.
 - e. If the successful tenderer deliberately contaminates or tempers with quality or product supplied by OMPL.
 - f. OMPL will be at liberty to short close the contract work order without assigning any reason whatsoever by giving a notice of 1 (One) month
The OMPL right to cancel the contract under the terms, aforesaid shall be without prejudice to any of its other rights and remedies against the successful tenderer In

the event of OMPL cancelling the contract; it shall not be liable to pay for any loss or compensation in respect of such cancellation

Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Order and matters connected with it. OMPL in that event will be entitled to procure the requirement in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor's reserving to itself the right to forfeit the security deposit, if any made by the Vendor against the contract.

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.

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 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.
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 compiled by the Contractor during the execution of the said contract. Workmen employed by the contractor are required to comply with/maintain the following under contract labour (regulation and abolition) act and also make it available for the inspection by OMPL.
- a. Workmen register
 - b. Attendance register
 - c. Wage register (payment to be made strictly as per minimum wages act)
 - d. Work commencement certificate from labour commissioner and labour license if required
 - e. Insurance cover towards temporary disablement and permanent disablement for the workmen
 - f. PF Contribution -As per PF act the contractor has to obtain separate code for the PF of their employee from the PF commissioner. Details of payment of PF for the wages disbursed by the contractor to the workmen shall be submitted to OMPL periodically.
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 petrochemical plant 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 Petrochemical plant Complex. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from OMPL premises and provide alternate personnel.
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 OOMPL'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 petrochemical plant premises. Workmen shall not strike any arc or light naked flame without valid

permit. They will not be permitted to bring in any flammable materials or matches while entering the petrochemical plant premises.

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 Petrochemical plant 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 petrochemical plant 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. Earthling 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 & earthling side. No joints will be permitted on the welding cable. Only aluminum/ copper cable should be used for welding holder & earthling during welding.
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

1. GENERAL GUIDELINES

- a. Tender should be submitted in the prescribed form supplied by the company only.
- a. Every tenderer must submit bid strictly in accordance with the conditions and specifications prescribed by OMPL. Special conditions (if any) submitted along with the tender documents by the bidder will not be applicable to this Tender, in case they are in conflict with any of our terms and conditions.
- b. Acceptance of Terms & Conditions: The tenderer must confirm unconditional acceptance of Instruction to Bidders, General conditions of contract at Section-I, Special conditions of Contract & service requirements at Section-III. All tenderers are required to go through the all the pages of Tender documents and sign for unconditional acceptance of Tender document & terms & conditions therein.
- 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 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. All tenderers are required to give details in the Performa attached in Section-II and attach to Technical bid.
- f. Bidders are required to serially number all the pages being appended by them as part of submission to the Technical bid. Such numbering shall include , Covering letter, Technical specifications, Items list being offered, Drawings, Bid qualification proof, Testimonials, Certificates, Catalogues, Compliance or Deviation statements, etc as applicable to this Tender and create an Index Page with headings and corresponding page numbers. In addition to this, all pages of the Tender documents issued by OMPL shall be signed on all pages and submitted along with the Technical Bid.

wherever bids are invited in 2 Parts,(Technical bids and Price bid separately) the Price bid shall be sent in a separate sealed cover and in the Price bid also, all the pages are serially numbered and signed on all pages. In case, price bid is included Technical bid portion, the entire bid will be rejected.

2. ACCEPTANCE OF TENDER

OMPL reserves the right to accept or reject in part or whole any or all the tenders received without assigning any reason whatsoever. OMPL is not bound to accept the lowest tender and reserves the right to split the tender if deemed fit. The decision of OMPL in this regard shall be final.

3.PAYMENT MODE:

All payments shall be through electronic mode (RTGS/NEFT). Therefore, vendors are requested to furnish the information as per attached format on issue of order to successful bidder. Any change in the particulars shall be immediately informed to OMPL.

4. INSPECTION/ OPERATION CONTRACT

OMPL shall have free access to visit the bidder's premises/work area where the job/services are taking place and or inspect the same. The successful tenderer will be responsible for quality of all the services/job at all times under valid permits/as authorised by Engineer Incharge.

5. SUB-LEASING/OPERATION OF CONTRACT

The successful tenderer shall not be allowed to sublet or assign the benefits of the Purchase/Work order placed on them by OMPL to any other party without prior written consent of the OMPL. Such sub-letting shall not relieve the contractor from any obligation,duty or responsibility under the Contract.

6. CORRECTNESS OF DOCUMENT

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 tenderer 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 tenderer successful Or otherwise of any clerical error of mistake which may occur in the general specification, schedules, plans of tender forms supplied to the tenderer.

7. BEST PRICE CLAUSE

In the case of 'Successful Tenderer (s)', the orders placed are them will be governed by the "Best price clause" under which the Tenderer on whom the order is placed offers a lower rate/better terms (other than at which order is placed on the items tendered by OMPL) to any other Oil Company (PSU)/other private parties during the pendency of the order, the same price/terms will automatically be applicable to OMPL with effect from the date of such lower rates offered by the vendor to other parties.

8. RISK PURCHASE CLAUSE:

In the event of Contractor not meeting the indents placed by the Company with in the stipulated time, then Company would be free to use the services of any others and recover the difference in such services and additional expenses incurred by the Company from the Contractor.

9. MANPOWER EMPLOYED BY TENDERER

The successful tenderer shall deploy adequate staff of the requisite competence that may be required for meeting the scope of services/work called for. It is hereby specifically agreed that the responsibility for the employment of staff and their salary, wages remuneration, etc, shall be the sole responsibility of the successful tenderer and that OMPL shall not be responsible in any manner directly or indirectly for such employment or expenses so incurred by successful tenderer thereof. Successful tenderer shall give a declaration to this effect. The Contractor has to comply with all Labour related laws/rules in force w.r.t Minimum wages Act, Factories Act, Labour ACT and all other such regulations/amendments made from time to time and in force and maintain all documents as required by Law enforcing Authorities and produce the same as and when called for.

10. COPY RIGHT /TRADE MARK OF OMPL RELATED DISCIPLINE

The successful tenderer shall not infringe, copy, imitate or otherwise deal with brand name, trade or merchandise marks or devices of design or copyright belonging to OMPL entitled to use or otherwise alter, deface or interface with the same or pass of other goods or describe others goods as the same as that of OMPL or having been manufactured of OMPL of otherwise prejudice alter or affect the copyright, trade or merchandise marks or certified packing or design or colour of the company's labels or specification or the price or weight or other codification that is marked on the packing or caused to be given by OMPL, it is expressly agreed that all trade marks, design and copyright shall vest in OMPL, and nothing contained in this offer shall have the effect of creating any right, title or interest in respect of the successful tenderer.

11. BUSINESS SECRET/MARKETING DISCIPLINE

It is hereby specifically agreed by the successful tenderer that this clause shall be deemed to be a condition going to the root of this offer, that the successful tenderer shall not at any time during the subsistence of this contract or any time after its termination, call itself or hold out itself, advertise in any manner whatsoever by publication or otherwise, by printing, in writing or by any visual representation, either in it's letter heads or news paper or magazines or leaflets, or by broadcasts over radio or by television or by any other media communication or In any manner whatsoever other than the appropriate Government Authorities to the extent necessary unless so permitted in writing by OMPL.

The successful tenderer hereby agrees and undertakes not to disclose to any party whatsoever any formulate blend order, specifications, trade secrets, marketing projection or intelligence or any other data or information and shall keep absolute secrecy in all

matters pertaining to this offer, all correspondence relating thereto, all instructions given or anything having any relevance with the offer on any matter touching or arising out of this arrangement including the Books, Accounts, papers and correspondence and shall keep strictest secrecy and confidence thereto to any person whomsoever other than appropriate Government Authorities to the extent necessary, unless directed to do so by OMPL in writing.

12. ARBITRATION CLAUSE

Except, as otherwise provided elsewhere in the contract, if any dispute, difference, question, or disagreement arises between the the parties hereto or their respective representatives or assignees, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be referred to /decided by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and arbitrators so appointed shall appoint third arbitrator who will act as Presiding arbitrator.

Subject as aforesaid the Indian Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings under the Contract.

13. 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. This agreement is subject to the special conditions stipulated in our schedule and (or LOA/Work Order No. _____ dated _____ and subsequent amendments, if any, issued from time to time.

15. Any party or its associated company if had been in the holiday list / Black-listed by any Central / State Government agencies or any Central / State PSU company and such name appears in the list of the above mentioned central / state Government agencies or central / state PSUs as on date is disqualified and would not be considered.

A self certified copy to this effect/ or an affidavit that the vendor is not black listed by above mentioned Agencies is required to be produced, if called for by OMPL, in the event of award of LOA/work order.

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

17. OMPL reserves the right to accept or reject any or all tenders and at any stage of the tender evaluation process at the company's sole discretion and without assigning any reason thereof.

Other Conditions of the Contract (As applicable)

1.0 General

1.1 This shall be read in conjunction with the General Conditions of Contract, Scope of work specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

Notwithstanding the sub divisions of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of the Special Conditions of Contract (SCC) is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears. the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such repugnancies or variations in the Special Conditions of Contract as not possible of being reconciled with the provisions of General Conditions of Contract.

Wherever it is stated any where in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

- 1.2 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Technical Specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those job contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.2 In case of an irreconcilable conflict between Indian or other applicable standards. General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings and/or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
- 1.3 It will be the Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the Contract documents before starting the work(s) or marking the supply with reference to which the conflict exists.
- 1.4 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard engineering practice as per the instructions/directions of the Engineer-in-charge, which will be binding on the Contractor.

2.0 LOCATION AND ACCESS OF SITE

The work site is located within OMPL petrochemical plant complex; Mangalore /Refer SCC

3. SCOPE OF WORK

The scope of the work covered in this tender shall be as specified in the various Technical Specifications/SCC. It is, however, explicitly understood and confirmed by the CONTRACTOR that the scope as described in the TENDER DOCUMENT is not limiting, in so far as the responsibilities of the Contractor shall include, inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing the task, complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirement stated or implied from the contents of the BIDDING documents.

4.SCOPE OF JOB/WORK/SERVICES/BOQ/PRICE BID

Please refer to SCC at Section III & IV for Tech specifications/conditions/Price bid.

6.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.

7. 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.

8. 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 thereunder 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 thereunder 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 thereunder 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.

9. 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.

(a) Payment to contract workmen: In case of manpower based Contracts, Contractor shall be responsible to make payment to his workers/ employees in respect of their salaries/ wages through bank cheques/ crediting to bank A/c; the consent of the labour should be obtained before crediting wages to the bank account, the contractor shall pay wages to all his employees on or before 7th of the following month under the supervision of authorised OMPL personnel and a copy of proof of payments to be submitted to OMPL; OMPL may demand such payment of wages under supervision of OMPL, if found necessary. The rates of wages shall be in conformity to the minimum wages act.

10. 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.

11. TEMPORARY WORKS

All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them for erection shall be deemed to have included the cost of such works, which shall be removed by the Contractor at his cost, immediately after completion of his work.

12. MAKE OF EQUIPMENTS/COMPONENTS

Bidders 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.

13. 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, Suuply, 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 carryout 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.

14. 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:

- (a) Representative deputed by Engineer-in-charge
- (a) 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, proforma 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 carry out the tests, if required by the Engineer-in-charge and the cost of such tests shall be reimbursed by the Owner at actuals 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.

15. 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.

16. 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 from place of residence are also included in Price.

17. SITE ORGANISATION

The tenderer shall submit the details of organisation proposed by him at site of work to EIC 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 meet the requirement without any additional cost to owner.

18. NOTIFICATION OF AWARD & CONTRACT AGREEMENT:

The Bidder whose bid is accepted by OWNER shall be issued Letter of Acceptance (LOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the same. Within 15 (fifteen) days of issue of LOA by OMPL, the successful Bidder shall furnish Security Deposit/Performance Bond in accordance with the format at Section-II towards due & satisfactory performance of contract.

Upon the successful Bidder's furnishing Security Deposit/Performance Bond, the Contract shall be signed between the parties.

OMPL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders regarding non-acceptance of their bids. OWNER shall correspond only with the successful Bidder & will correspond with unsuccessful Bidders only to refund EMD.

CONTRACT AGREEMENT:

The Contractor shall execute a formal contract with the OWNER within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper of Karnataka State (India) and of appropriate value. The cost of non-judicial stamp paper shall be borne by the Contractor.

Contract documents for agreement shall be prepared after the acceptance of bid by Owner. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

The Contract document shall consist of the following:

1. Original bidding Document
2. Amendment/Corrigendum to original Bidding Document issued, if any
3. Letter of Acceptance
4. Original Integrity Pact
5. Detailed letter of Award/Acceptance along with enclosures
6. Any other document forming part of the Contract.

Contractor shall prepare original set of contract document which will be signed & stamped by both Owner & Contractor. Contractor shall prepare 2 copies of the duly signed & stamped contract. Distribution of contract document will be as follows:

1. OMPL - Original Copy + 1 Photocopy
2. Contractor - 1 Set Photocopy

19. MOBILISATION PERIOD: As per Engineer-In-Charge, OMPL.

20. PROVIDENT FUND

The Contractor should strictly comply with the provision of the Employees Provident Fund Act.

- (a) Obtained licence under Contract Labour (Abolition and Regulation) Act 1970
- (a) P.F. Registration Number allotted to them by RPFC.
- (b) The agencies should promptly deposit P.F. deduction of the eligible contract employees plus the employers 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 alongwith the employers contribution has been deposited with RPFC. In support of this the agency must furnish the challan / receipt for the payment made to RPFC for the earlier months.

If the certificate and the challan / receipt are not furnished to OMPL on demand, the Finance & Accounts Dept. of Owner will deduct the amount as per the applicable law/Act from Contractor's bill and retained deposits may only be refunded to the contractor on production of the Challan / receipt.

21. 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.

22. MODVAT

It is to be noted that, on demand the agency will have to submit the documentary evidence(s) for Excise duty paid by them to the concerned authorities for Owner to claim MODVAT benefit.

Necessary invoice indicating Ex-works Excise duty paid shall be raised to enable Owner to claim MODVAT. Payment shall only be made as per the payment terms indicated in the tender against RA bills. The above details of Excise duty paid shall be submitted with each RA bills.

23. 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 days work without prior written permission of the Engineer-in-charge.

24. CONSTRUCTION POWER & WATER (If APPLICABLE)

- (a) CONSTRUCTION POWER : NA.
- (a) CONSTRUCTION WATER : NA

25. INSURANCE

Owner shall at its own cost and expense take out from a suitable insurance company and maintain the following insurances, which shall be

Erection All risks Insurance (EAR) or Contractor's All Risks Insurance (CAR)

The OWNER at his own cost has taken an "all risk" type insurance policy. These policies apply only to insurance risks at site and to no other location. The CONTRACTOR shall be solely liable in the event of his and/or SUBCONTRACTOR's having caused any loss or damage of any nature arising out of or in connection with the execution of the WORK not covered under those policies and shall indemnify the OWNER and /or his representative in respect of any claim in respect of any such loss or damage. The CONTRACTOR shall make himself fully familiar with the terms of the said policies and take such additional insurance as he may deem necessary at his own cost.

26. CONTRACTOR- FURNISHED INSURANCE

Insurance Cover for Workmen:

The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker and the same has to be produced to the Head (HR) before start of the work.

All workers whose salary is more than Rs 15,000/- per month need not to be covered by ESI. However, contractor to take insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen.

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.

(1) Workmen's Compensation Insurance (WCI)

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.

(1) Employer's Liability Insurance (ELI)

The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.

(2) Third Party Liability Insurance (TPL)

This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.

(3) Automobile Liability Insurance (ALI)

This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, for bodily injury to loss of life of and/or property damage of any person or party.

(4) Movable All Risks Insurance (MRI)

This insurance shall cover the damage to and/or loss of the CONSTRUCTION EQUIPMENT including watercraft and aircraft and further including the CONTRACTOR's TEMPORARY WORKS, owned, non-owned, hired or otherwise placed under the CONTRACTOR's administration and control with the full replacement value coverage for each and every occurrence.

(5) Other Insurance

Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS e.g.

- Overseas (and/or Domestic) Travellers' accident Insurance.
- Burglary Insurance
- All Risks marine cargo Insurance for the CONTRACTOR's CONSTRUCTION EQUIPMENT, tools and machinery, and for equipment and materials that the CONTRACTOR's TEMPORARY WORKS and that the CONTRACTOR under the CONTRACT may supply for the WORKS and/or the PERMANENT WORK and
- Fidelity Guarantee Insurance

The CONTRACTOR agree that the provisions of this Clause shall to the extent as appropriate, be apply all the contracts that may for the WORKS be entered into by and between the CONTRACTOR and the respective SUBCONTRACTORS and unless the CONTRACTOR furnished insurance called for by the CONTRACT are good also for the SUBCONTRACTORS their properties and/or their liabilities in connection with the WORKS the CONTRACTOR shall include in such contracts as aforementioned the requirements for insurance conforming to this clause.

Inclusion of such insurance requirements in such contracts as aforementioned however, shall not release the CONTRACTOR from any of his responsibilities and liabilities under the CONTRACT.

27. RECOVERY OF SUMS DUE

Whenever any claim against the CONTRACTOR 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 contractor under this or any other contract with the Owner and should this sum be not sufficient to cover the recoverable amount the Vendor shall pay to the Owner on demand the balance remaining due.

28. DIFFERENCE IN MEANINGS/TERMS.

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.

29. The contractor shall ensure at the time of submitting their final bills to the EIC, that it is accompanied by a NOC from Security Dept., OMPL, for having surrendered all Photo passes and Bio-Metric cards issued by OMPL. If any Pass and Bio-Metric Cards are not surrendered even after the completion of job / contract, the contractors are liable to pay a fine of Rs.100/- for every un-surrendered pass and Rs.55/- for every Bio-Metric card (These fine amounts are subject to revision by Security Dept., OMPL, from time to time.

30. The tender terms/ conditions as per SCC (Special conditions of the contract) supersedes all similar terms prescribed under GCC./ all Other Conditions of Contract (OCC).

Other Conditions of the Contract (Continued)

1. Statutory Requirements/ Safety related aspects- (as applicable).

- a) This shall be read in conjunction with the OMPL General Conditions of Contract, Special Safety Precautions to be taken by the Contractors working in Hydrocarbon Industry , Specification of Work, Drawing or any other document forming part of this contract wherever the context so requires.
- a) Contractor shall be responsible for the safety and health of all his employees.
- b) 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 following under contract labour (regulation and abolition) act and also make it available for the inspection by GM (P &A).
 - Workmen register
 - Attendance register
 - Wage register (payment to be made strictly as per minimum wages act)
 - Work commencement certificate from labour commissioner and labour license if required

- Insurance cover towards temporary disablement and permanent disablement for the workmen
 - PF Contribution -As per PF act the contractor has to obtain separate code for the PF of their employee from the PF commissioner/OMPL. Details of payment of PF for the wages disbursed by the contractor to the workmen shall be submitted to GM (P & A) periodically.
- c) 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.
- d) Contractor shall ensure strictly all Safety Precautions to be taken in an Operating Petrochemical plant. "Special safety precautions to be taken by the contractors working in operating petrochemical plant" is to be taken from Engineer Incharge.
- e) Contractor shall ensure that all workmen entering petrochemical plant premises are provided with valid photo gate passes and to be produced on demand by each workman.
- f) 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 whose Bio-data are approved shall be allowed to work inside the Petrochemical plant Complex. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from OMPL premises and provide alternate personnel.
- g) 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.
- h) The Contractor shall make himself fully conversant with the locations and the type of job to be carried out.
- i) House keeping 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 Petrochemical plant.
- j) 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.
- k) 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.
- l) 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.
- m) 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 OMPL's decision will be final & binding.
- n) 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.

- o) 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.
- p) OMPL reserves the right to terminate the Contract without assigning any reason at any time during the validity of the Contract period.
- q) Bills shall be submitted to Accounts Dept. on any working day duly certified by the Engineer-in-charge after completion of work.
- r) OMPL reserves the right to award the job in full or in any combination of the items as felt convenient.

2. SPECIAL SAFETY PRECAUTIONS TO BE TAKEN BY CONTRACTORS WORKING IN N HYDROCARBON INDUSTRY/PETROCHEMICAL PLANT.

1. SMOKING/use of cell phones INSIDE THE HYDROCARBON INDUSTRY/PETROCHEMICAL PLANT IS STRICTLY PROHIBITED. Contractor shall ensure that all workmen employed do not smoke inside the plant premises. Workmen shall not strike any arc or light naked flame without valid permit. They will not be permitted to bring in any flammable materials or matches while entering the petrochemical plant premises.
1. 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.
2. 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.
3. Contractor should ensure that all workmen being employed inside the Petrochemical plant premises have undergone "Fire & Safety Training Program" conducted by OMPL from time to time.
4. 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.
5. All contract men shall wear Safety Helmets & Safety Shoes & medically fit to carry out such jobs. They will not be permitted to enter operation unit area without wearing safety helmet & safety shoes.
6. 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. However other than the above, special PPE if required for the job will be supplied by OMPL on returnable basis.
7. 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 like, the central control room in case they are working in the Upper Plateau and OM & S Building if in Lower Plateau. (Except during testing of the Fire alarm at 13.00Hrs every Saturday.)
8. 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.
9. The contractor shall ensure that his workmen do not move around freely inside petrochemical plant premises other than the assigned place of work & also do not sleep anywhere inside petrochemical plant premises.
10. Consumption of intoxicating preparation or attending duty under the influence of such products is Strictly Prohibited.
11. 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.
12. Contractor's Vehicles/Engines and permitted type of electrical equipment & tools that are to be used inside operating units are to be certified by competent authority.
 13. 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.
 14. Labours exposed to the hazard of vehicular movement should wear reflective jackets.

**PROFORMA OF BANK GUARANTEE FOR SECURITY
DEPOSIT/PERFORMANCE BOND**

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

Ref: Bank Guarantee No.....
Date.....

To:

M/s. ONGC Mangalore Petrochemicals Ltd.,
An SEZ Unit
Mangalore Special Economic Zone
Permude Village, Mangalore 574 509

Dear Sir,

1. In consideration of ONGC Mangalore Petrochemicals Ltd., An SEZ Unit having its Registered Office at Mangalore Special Economic Zone , Permude Village, Mangalore 574 509 (hereinafter referred to as the "Company" 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 thereto) with M/S. having its Head/Registered Office at..... (hereinafter referred to as the "Contractor" (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 Company having agreed that the Contractor shall furnish to the Company a performance guarantee for the faithful performance of the entire contract to the extent of % of the contract price, i.e. Rs..... (in word) we (bank)..... having its registered office at..... (hereinafter 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 Company any money or all moneys to the extent of Rs..... (Rupees) in 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 Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company 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 Company in writing.

2. The Company shall have the fullest liberty, without affecting in any way the liability of the Bank under this 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 Company 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 any to exercise the same at any time in any manner and either to enforce, or to forbear from enforce, any covenants contained or implied in the contract between the Company and the Contractor or any other course or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance of other act or forbearance of other acts of Company or any other indulgence shown by the Company or by any other matter of thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
3. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that Company may have in relation to the Contractor's liabilities.
4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable till all the dues of the Company under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Company discharges the Guarantee in writing.
5. We further agree that as between us and Company for the purpose of this Guarantee any notice given to us by the Company and any amount claimed in such notice by the Company that the money is payable by the Contractor and any amount claimed in such notice by the company shall be conclusive and binding on us notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs..... (Rupees) I aggregate and it shall remain in full force upto and including sixty days after unless extended

further, from time to time, for such period as may be instructed in writing by M/S..... on whose behalf this Guarantee has been given, in which case it shall remain in full force upon and including 60 days after extended date. Any claim under this Guarantee must be received by us before the expiry of the 60 days from or before the expiry of the 60 days from the extended date. If no such claim has been received by us within the sixty days has been received by us within the sixty days after the said date/extended date, the Company's right under this guarantee will cease. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all the Company's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Dated this Day of2016.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

(Designation with Bank Stamp)

_____ Attorney as per power of

Attorney No.....

Dated:

FORMS & FORMATS

FORMAT-I (Appendix-I)

STATEMENT OF CREDENTIALS

(Attachment to BEC/Technical bid)

Technical/commercial bid-Evaluation/Qualifying Criteria

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

1. Name of the Firm
1. 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)
2. Year of Establishment
3. Registration Number, if any
4. Registered Postal Address
5. Telegraphic Address, if any
6. Telephone No. (s)
7. Fax No. (s), if any
8. E-mail ID, if any
9. Address of Branches, if any
10. Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s).
11. Permanent Income Tax No.
12. Last Income Tax Clearance (Attach Photocopy)
13. Sales Tax Registration(state/vat/cst)
14. Excise Registration
15. Name of Bankers & Branch with full address
16. Type of Account & A/C No.
17. Name (s) of Authorised Representatives (s)

Note : Power of Attorney signed by the Director(s)/

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. Maximum value of the Job the Contractor/ manufacturer is capable of Handling per year (Furnish details of your Financial standing together with the Bank References and necessary Solvency certificate From their banker (Nationalised) as per Bank's Format)
22. Were you associated with OMPL in any Other contract in the past
23. Are you currently having any contract with OMPL
24. 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
25. Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job
26. Furnish Audited Balance sheet for last 5 Years ending previous financial year.
27. Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the brief experience of the parties
28. Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided
29. Brief Description of the job methodology/Quality Assurance :
30. Details of Testing methods and equipments that will be made available.

31. Details of your Past Experience in the country (India) in this nature of job.

32. 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

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

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 Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No. _____ dated _____ (hereinafter called "the Tender" which expression shall include any amendments / alterations to the Tender by OMPL for the supply of goods to / execution of services for OMPL and OMPL having agreed not to insist upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only). We, _____ having office at _____ and Head Office at _____ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to OMPL without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by OMPL by reason of non-performance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.

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

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

4) We, _____ Bank, further agree with OMPL that OMPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by OMPL against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our

liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of OMPL or any indulgence by OMPL to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

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

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

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

IN WITNESS WHEREOF the Bank has executed this document on this_____day of_____2016.

For_____Bank

*Pl. mention/put specific date

FORMAT-III

FORM OF AGREEMENT BY THE SUCCESSFUL BIDDER

ON NON JUDICIAL STAMP PAPER OF RS.100/-PERFORMANCE GUARANTEE

SUB: CONTRACT/WORK ORDER NO:

DATED:

We the contractors hereby agree undertake to faithfully observe and comply with the following during the performance of the contract.

1 We shall

- a) Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious disease
- a) Be responsible for and arrange and bear costs of such equipments cleaning materials, uniforms and other paraphernalia necessary to render; effectively the services required by the Company.
- b) Be responsible and liable for payment of salaries wages and other legal dues of our employees for the purpose of rendering the services required by the Company under the above contract and shall maintain proper books of accounts, records and documents. We shall however, as at employer, have the exclusive right to terminate the service of any of our employees and to substitute any person instead.
- c) Comply in all respects with the provision of all statutes, rules and regulations applicable to us and /or to our employees and in particular we shall obtain the requisite license under the contract labour (Regulation & abolition) Act, 1970 and the rules made thereunder.
- d) Ensure that our Employees while on the premises of the company or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum safety and general discipline laid down by the company or its authorised agents and the company shall be sole judge as to whether or not we and / or our employees have observed the same.
- e) Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the company.
- f) Ensure that our employees will not enter or remain on the company's premises unless absolutely necessary for fulfilling our obligations under the contract.
- g) Not do or suffer to be done in or about the premises of the company anything whatsoever which in the opinion of the company may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the company.
- h) Not do or suffer to be done in or about the premises of the company anything whereby any policy of insurance taken out by the company against loss or damage or otherwise may become void or avoidable.
- i) Be liable for and make good any damage caused to the company 's properties or premises of any part thereof or to any fixtures or fittings or fitting thereof or therein by any act, omission, default or negligence on our part or on the part of our employees of our agents.
- j) Indemnify and keep indemnified the company, its officers and employees from and against all claims, demands, actions suits and Proceedings whatsoever that may be brought or made against the company by or / on behalf of any person, body authority

whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the company may now or hereafter be liable to pay, incur or sustain by virtue of or as result of the performance or non-performance or observance or non-observance by us of any of the terms and conditions of the contract, without prejudice to the company's other rights, the company will be entitled to deduct from any compensation or other dues payable to us the amount payable to the company as a consequence of any such claims, demands costs, charges and expenses. The company shall not be responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the company's property and premises and in the event that the company is made liable to pay and damage or compensation in respect of such employees, we hereby agree to pay to the company such damages or compensation upon demand. The company shall also not be responsible or liable for any theft loss, damages, or destruction of any property that belongs to us or our employees lying in the company premises from any cause whatsoever.

- k) It is hereby declared that we are, for the purposes of these contract independent contractors and all persons employed/ engaged by us for our obligations under the contract shall be our employees and not of the company. On the expiration of the contract or any earlier determination thereof we shall forthwith remove our employees who are in the company's premises or any part of thereof failing which our employees, agents, savants, etc. shall be deemed to be trespassers and on their failure to leave the company's premises, the company shall be entitled to remove all persons concerned (if necessary by use of force) from the company premises and also to prevent them (if necessary by use of force) from entering upon the company's premises.

We hereby under take and declare that, in the event the workmen/ employees / persons / engaged (the contractors employees) to carry out the purposes thereof, attempt to claim employment with the company or attempt to be declared as employees of the company or attempt to become so placed, therein all such cases, we shall assist the company in defending all such attempts of the contractors employees AND we shall bear any pay solely and absolutely all costs, charges and expenses including legal charges incurred in which may incurred in defending all such attempts and in any appeal or aspects filed by the company therein or relating thereto AND we hereby indemnify forever the company against all such costs, charges and expenses including legal charges and against all any losses, expense all damages, whether recurring or not, financial or otherwise caused to or incurred by the company as a result of such attempt by the Contractor's employees.

It is hereby agreed that the company shall be entitled to setoff any debit or sum payable by us either directly or as a result of various facility to the company against any monies payable or due from the company to us or against any monies lying or remaining with the company and belonging to us or any of our partners or directors.

To be witnessed by Notary or Contractor signature

By an official of OMPL Authorised Attorney

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

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

To:	Finance Dept ONGC MANGALORE PETROCHEMICALS LIMITED, Mangalore Special Economic Zone, Permude, Mangalore – 574 509	
The following is a confirmation/ updation of our bank account details and I/we hereby affirm our choice to opt for payment of amounts due to us under various contracts through electronic mode.		
1. Vendor/ Contractor particulars:		
(i)	Name of the Company:	
(ii)	Existing Vendor Code (if given by OMPL)	
(ii)	Complete Postal Address:	
(iii)	Pin code/ ZIP code:	
(iv)	Telephone nos. (with country/area codes):	
(v)	Fax No.: (with country/area codes):	
(vi)	Cell phone Nos.:	
(vii)	Contact persons /Designation:	
(viii)	Email IDs:	
2. Bank Account Particulars:		
(i)	Name of the Account holder:	
(ii)	Complete Bank Account No. (for Electronic Funds Transfer):	
(iii)	Account type :	
(iv)	Bank Name :	
(v)	Bank Branch:	
(vi)	Bank Branch Contact Nos.:	
(vii)	11 digit IFS Code (for Bank Branches in India)	
(viii)	Swift Code (for Bank Branches not in India):	
3. Tax Registration numbers: *(Please fill in the applicable fields and attach relevant proofs)		
(i)	Income Tax PAN no.:	
(ii)	VAT TIN /Local Tax Registration No.:	
(iii)	State of VAT Registration:	
(iv)	CST Registration No.:	
(v)	Excise Registration No.:	
(vi)	Excise Range:	

(vii)	Excise Division:	
(viii)	Excise Commissionerate:	
(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):	
<p>I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.</p> <p>_____</p> <p>Name, Seal & Signature of Authorised Signatory</p> <p>Certified that the Particulars as in Sr. No. 2 above are correct as per our records.</p> <p>-----</p> <p>Bank Seal & Signature</p>		

FORMAT-V

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 : _____

FORMAT-VI: BID QUALIFICATION CRITERIA: SUPPORTING DOCUMENT DETAILS

(1)	The value of successfully completed single work contract of Plant housekeeping as detailed in the tender document in Continuous Operating Process Unit namely Petrochemical / Petroleum Refinery / Chemical / Fertilizer during last five years (to be reckoned from bid due date) shall not be less than Rs. 17,70,000 and such completed works should have been successfully operating/commissioned for a period of not less than 12 months as on the date of schedule bid submission due date. The relevant documentary evidence like work order copies and completion certificate are required to be enclosed along with the technical bid.				
	WORK ORDER /AWARD NOS.	ORDER DATE AND COMPLETION DATE	ORDER /AWARD AMOUNT	CLIENT NAME	DESCRIPTION OF WORK ORDER/AWARD
(2)	ANNUAL TURNOVER DETAILS				
	FINANCIAL YEAR	ANNUAL TURNOVER			
	2010-2011	Rs. _____			
	2011-2012	Rs. _____			
	2012-2013	Rs. _____			
	2013-2014				
	2014-2015	Rs. _____			
(3)	P.F. CODE REFERENCE & VALIDITY DATE	PF CODE		VALIDITY	
(4)	ESI CODE REFERENCE & VALIDITY DATE & VALIDITY DATE	ESI CODE		VALIDITY	
(5)	SERVICE TAX CODE / REGISTRATION No.				
	SERVICE TAX CODE / REGISTRATION No				

NOTE: Bidders to attach the necessary qualifying documents with this Format

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORMAT-VII

SCHEDULE OF RATE / PRICE BID FORMAT

**TENDER DOCUMENT NO: 1090C16021 FOR PROVIDING SERVICE OF PLANT HOUSEKEEPING AT
ONGC MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT**

SI	Work Area	UOM	QTY	Unit Rate (INR) excluding service tax	Total Amount Per Annum (INR) excluding service tax
A	Process Units				
A.1	Block – 1 (Area 22000 SqM)	Month	12		
A.2	Block – 2 (Area 22000 SqM)	Month	12		
A.3	Block – 3 (Area 32000 SqM)	Month	12		
A.4	Pump House-1 (Area 1500 SqM)	Month	12		
A.5	Pump House-2 (Area 3500 SqM)	Month	12		
A.6	Pump House-3 (Area 2000 SqM)	Month	12		
A.7	Flare + OSBL CRWS (Area 4600 SqM)	Month	12		
A.8	EPTP & ETP + ISBL CRWS (Area 15650 SqM)	Month	12		
B	Captive Power Plant (CPP) area				
B.1	STG area (Area 6500 SqM)	Month	12		
B.2	GTG area (Area 3500 SqM)	Month	12		
B.3	HRSG area (Area 5500 SqM)	Month	12		
B.4	UB area (Area 5357 SqM)	Month	12		
B.5	Other area (Area 2000 SqM)	Month	12		
C	Utilities				
C.1	Nitrogen Plant and IA/PA (Area 7200 SqM)	Month	12		
C.2	DM Plant (Area 3938 SqM)	Month	12		
C.3	RWTP & CTRO (Area 6100 SqM)	Month	12		
C.4	Fire water Pump House (Area 2500 SqM)	Month	12		
C.5	Raw Water Pump House (Area 750 SqM)	Month	12		
C.6	Cooling Tower area (Area 11200)	Month	12		

	SqM)				
D	Fire Station(Area 2350 SqM)	Month	12		
E	Warehouse (Area 1200 SqM)	Month	12		
	Total (A+B+C+D+E)				
Total in Words: _____					

1. The Price Bid Format shall be read in conjunction with the Instruction to Bidders, Conditions of Contract, and other RFQ Documents.
2. The CONTRACTOR is deemed to have studied the conditions of contract and details of works to be executed and should have acquainted himself of the conditions prevailing at site.
3. The quantities given in the Price Bid Format are estimated and provisional and are given to provide a common basis for bidding. The basis of payment shall be the actual quantities of work executed, as measured by the contractor and verified by OMPL and valued at the rates and prices quoted in the priced Bid Format.
4. The rates and prices tendered in the priced Bill of Quantities, except in so far as it is otherwise provided under the Contract, include all labour, supervision, materials, establishment and overhead charges, profit and other charges together with all general risks, liabilities and obligations set out or implied in the Contract.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bid format and where no items are provided, the cost shall be deemed to be included among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Price Bid Format; References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Price Bid format.
7. Unit rate shall be firmed and fixed during contract period.
8. The Bidder shall further ensure that all the originals written by hand or with signature affixed thereto shall be in indelible Blue ink.
9. OMPL reserves the right to cancel/delete/curtail any item or group of work, if necessary. Such a step shall not be construed as reason for changing the rates.
- 10. Please note that OMPL for being an SEZ unit, Service tax exempted against A2 form.**
11. 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.

SIGNATURE , NAME & SEAL:

DATE :

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for procurement of products / services vide Tender No. OMPL/TENDERS/OT/_____ dt._____ The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and International experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder/Contractor

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

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

For "The Principal"

For "The Bidder/Contractor"

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartellization in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

- (1) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (2) The Bidder accepts and undertakes to respect and uphold the principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (1) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the principal only to the extent of the damage in the amount proved.

For "The Principal"

For "The Bidder/Contractor"

Section 5 - Previous transgression

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

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

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing
- (1) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors & Subcontractors.
- (2) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

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

(to be decided by the Chairperson of the Principal)

- (1) The Principals appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this agreement.
- (1) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (2) The Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (3) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However the Independent External Monitor shall give an opportunity to the bidder / contractor to present their case before making its recommendation to the Principal.

For "The Principal"

For "The Bidder/Contractor"

- (5) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mangalore. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (1) Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.

- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For "The Principal"

For "The Bidder/Contractor"
(Name & Signature with Seal)

Place: Mangalore

Witness 1:.....

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

Witness

For "The Principal"

For "The Bidder/Contractor"