



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**



**ONGC MANGALORE PETROCHEMICALS LIMITED**  
**(A Subsidiary of Mangalore Refinery and Petrochemicals Limited)**  
**Mangalore Special Economic Zone, Permude, Mangalore – 574 509**  
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**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**  
**AT ONGC MANGALORE PETROCHEMICALS LTD – (AN SEZ UNIT)**  
**(DOMESTIC COMPETITIVE BIDDING UNDER OPEN TENDER BASIS)**

**TENDER/BIDDING DOCUMENT NO:**  
**1090C19019**

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**MASTER INDEX**

Services/ Work/ Job                      **SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)AT ONGC MANGALORE PETROCHEMICALS LTD -(AN SEZ UNIT)**

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**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**Section-I**

<b>Sl.</b>	<b>Description</b>
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<b>1.</b>	<b>NOTICE INVITING TENDER (NIT) / IMPORTANT POINTS / SALIENT FEATURES OF BIDDING DOCUMENT</b>
<b>2.</b>	<b>INSTRUCTION TO BIDDERS (ITB)</b>
<b>3.</b>	<b>PRE-QUALIFICATION CRITERIA, BID EVALUATION CRITERIA AND REJECTION CRITERIA</b>
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**NOTICE INVITING TENDER (NIT) /  
IMPORTANT POINTS / SALIENT FEATURES OF BIDDING DOCUMENT**

Eligible Bidders are requested are requested to submit their offer by complying the tender terms & conditions as per detailed below:

<b>Tender/Bidding Document No.</b>	1090C19019
<b>Item/Service/Work/ Job Description</b>	SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)
<b>Tender Type</b>	Open
<b>Bid Type</b>	Two Bid System (Techno Commercial Un priced bid and Priced Bid)
<b>Mode</b>	Manual (offer to be submitted in hard copy)
<b>Tender Document Issue Date</b>	10-Jun-2019
<b>Last Date &amp; Time Of Receipt Of Pre-Bid Queries</b>	UP TO 15:00 HOURS (IST) ON 17-Jun-2019
<b>Date &amp; Time Of Pre-Bid Meeting</b>	11:00 HOURS (IST) ON 18-Jun-2019
<b>Last Date For Submission Of Bid</b>	15:00 HOURS (IST) ON 04-Jul-2019
<b>Date &amp; Time Of Unpriced Techno-Commercial Bid Opening</b>	AT 15:30 HOURS (IST) ON LAST DATE OF BID SUBMISSION / EXTENDED DATE OF BID SUBMISSION
<b>Tender Fee</b>	Not Applicable
<b>Earnest Money Deposit/Bid Security</b>	Rs.9,11,000 (For Indigenous Bidders) USD 13100 (For Foreign Bidders) Bidders to consider RBI Reference Rate available in RBI/FBIL website as on 31-May-2019 to submit equivalent EMD of USD 13100 in other currencies.
<b>Pre-Qualification / Bid Qualification/ Evaluation Criteria</b>	REFER PRE- QUALIFICATION / BID QUALIFICATION / EVALUATION CRITERIA GIVEN IN TENDER DOCUMENT
<b>Relaxation in PQC/BQC to Start-up Companies for this Tender</b>	Applicable Material is from Manufacturer or authorized dealer for manufacturer, not from recycler.
<b>Splitting of Purchase Order</b>	Applicable Material is from Manufacturer or authorized dealer for manufacturer, not from recycler.
<b>Offer/Bid Validity</b>	90 days from Bid Closing Date
<b>Other Terms and Conditions</b>	Refer Tender Document
<b>Price Bid Opening</b>	PRICE BID OPENING: DATE, TIME AND VENUE SHALL BE INTIMATED LATER
If date identified for Bid opening happens to be a declared holiday/closed day in OMPL, then bid opening shall be conducted on next working day at the same time indicated above. The complete Tender/Bidding document is available for view/download on OMPL website <a href="http://www.ompl.co.in/tenders">http://www.ompl.co.in/tenders</a> as well as on <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>	
Further replies to pre-bid queries, all updates, Corrigenda, Addenda, Amendments, Extension in last date of submission of bid, Clarifications etc.,(if any) to the Tender/Bidding document will be hosted on above indicated websites. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit above indicated website to keep themselves updated.	



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### INSTRUCTION TO BIDDERS (ITB)

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. The Complex is the largest single stream unit in Asia to produce 914 KTPA Para-xylene and 283 KTPA Benzene. This Aromatic Complex is situated in 442 Acres of land in the Mangalore Special Economic Zone (MSEZ) located in Permude, Mangalore which is around 17 km from Mangalore.

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

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

### BRIEF SCOPE OF WORK AND OTHER TERMS & CONDITIONS:

1. **Brief Scope of work includes:** Supply of Sulfolane for ONGC Mangalore Petrochemicals Limited (OMPL) as per the scope defined in Bidding Document.
2. DELIVERY SCHEDULE:
  - i) For Indigenous bidders: Desorbent i.e. Para Diethyl Benzene (PDEB) should be transported in certified **ISO Containers** that are sealed properly. The entire quantity is to be delivered in a single lot within **three months** of issue of Purchase order on *FOR OMPL, MSEZ, Permude, Mangalore Site basis*.

The transportation of the material shall be arranged by the vendor in the appropriate means. It will be the sole responsibility of the vendor to arrange transportation. The ISO tanker should be in good condition and must be sealed properly. Material should be transported in a manner which meets all safety requirements and ensures prevention of any loss during transport.

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

Note: Once consignment reaches OMPL Mangalore site, each ISO Containers shall be unloaded and released by OMPL within two working days (Except Saturday, Sunday and Closed Holidays), vendor to provide detailed drawing of ISO Containers showing end connection, hose well in advance to OMPL for making necessary arrangement of end fittings required at OMPL end for unloading of ISO Containers. Transit Insurance for the material



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(PDEB/Desorbent) is in OMPL scope; however Transit Insurance for the ISO container/tanker is in supplier's scope

**ii) For direct Import basis (Foreign Bidders) / For Indigenous bidders on High Sea Sale (HSS) basis:** Desorbent i.e. Para Diethyl Benzene (PDEB) should be transported in certified **ISO Containers** that are sealed properly. The entire quantity is to be delivered in a single lot within **two and half months** of issue of Purchase order on *CIF Mangalore Port (Incoterm 2010) Basis*.

Note: i) The materials shall be supplied in **ISO Containers** with **minimum detention free period of 21days**. Further custom clearance and inland transportation from Mangalore Seaport till OMPL Mangalore Permude site shall be carried out by OMPL.

ii) Transit Insurance for the material (Sulfolane) from Mangalore Seaport to OMPL is in OMPL scope; however Transit Insurance for the ISO container/tanker is in supplier's scope. Once consignment reaches OMPL Mangalore site, each ISO Containers shall be unloaded and released by OMPL within two working days (Excluding Saturday, Sunday and Closed Holidays), vendor to provide detailed drawing of ISO Containers showing end connection, hose well in advance to OMPL for making necessary arrangement of end fittings required at OMPL end for unloading of ISO Containers.

3. **Price Reduction schedule (PRS):** PRS will be applicable @½% of the contract/Purchase Order per week or part thereof for delay in supplies subject to a maximum ceiling of 5% of Purchase Order/contract value. PRS will be imposed on the cost of contract price of delayed supplies, except however, where, in the judgment of OMPL the supply of partial quantity does not fulfil the operating need, PRS will be imposed on full value of the Purchase Order.

Imported Supply: Delivery period for the purpose of PRS shall be time taken to supply the material up to FOB/FCA (port of dispatch) and Bill of Lading/ Air way Bill date shall be considered as date of delivery. For applicability of PRS, Bill of lading/Air way bill shall be 3 weeks prior to *CIF Mangalore Port delivery time*.

Non Acceptance of Price Reduction Schedule (PRS): If the technically and commercially acceptable bidders are 3 or more, offers of other bidders, if any, who are taking deviation in commercial terms, shall be rejected though they are technically acceptable. However, if there are less than 3 technically and commercially acceptable offer, then the offers of those bidders who are technically acceptable, but have taken deviation only in Price Reduction Schedule Clause, shall be considered after suitable loading for evaluation purpose as detailed below: 5% of the quoted basic price shall be added to the landed cost for evaluation purpose.

4. **Payment Terms:**

FOR INDIAN BIDDERS (INDIGENOUS & HIGH SEA SALE SUPPLIES):

100% within 15 days after receipt of material subject to acceptance and against submission of 5% of order value in the form of BG/DD towards Performance Bank Guarantee (PBG). Banking charges (if any) to suppliers A/c.

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In case of High Sea Sale (HSS), Supplier to execute HSS agreement on requisite amount of Non-Judicial Stamp Paper. Supplier to provide following documents:

- i) High Sea Sale Agreement – Notarized (along with attested ID proof of the Authorised signatory of HSS agreement)
- ii) Sale Invoice/ Commercial Invoice (Indian Seller/Party invoice in local currency of importing country, and not in foreign currency)
- iii) Consignee Copy of Bill of Lading endorsed by High Sea Seller (Bill of lading is a document of Title, which has to be endorsed in favour of high sea buyer by transferring title of goods)
- iv) Import Invoice (Copy endorsed by high sea seller in favour of High Sea buyer)
- v) Import Packing List (Originally issued by first seller and needs to be endorsed by high sea seller in favour of High Sea buyer.)
- vi) Certificate of Origin (Copy endorsed by high sea seller in favour of High sea buyer).
- vii) Insurance Certificate, if applicable (Copy endorsed by high sea seller in favour of High sea buyer).
- viii) IEC Copy (Import Export Code of the Seller)

Any demurrage on account of delay in submission or non-submission of the document (by supplier) required for custom clearance is to suppliers account.

### FOR FOREIGN BIDDERS (IMPORTED SUPPLIES):

100% to the supplies against “Cash Against Documents (CAD)” through any Indian Nationalized / Scheduled Bank subject to submission of 5% of order value in form of BG/DD towards Performance Bank Guarantee (PBG). All banking charges in India to OMPL A/C and outside India is to vendor’s account. Supplier shall submit the following shipping documents to the bank for release of final payment:

- Sl. Documents for negotiation
  - i Duly signed 3 original commercial invoice mentioning itemized rates, quantity, item description as per PO
  - ii 3 Original Packing list
  - iii Bill of Lading
  - iv Original Certificate of Origin issued by Chamber of Commerce.
  - v Original manufacturer’s test certificate/ Quality Certificate/ Certificate of Analysis
  - vi The shelf life of the Sulfolane should be at least one year from the date of delivery to OMPL
  - vii Original Fumigation certificate (In case materials is packed in wooden case)

Any demurrage on account of delay in submission or non-submission of the document (by supplier) required for custom clearance is to suppliers account.

Foreign bidders are required to submit the following certificates along with their offers:



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- i) Form No.10F
- ii) Permanent Establishment (PE) Certificate on the letter head of the company, In case of Permanent Establishment in India than With Holding Tax (WHT) is deductible as per statutory requirements.
- iii) Copy of Tax Residency Certificate of the party issued by the government dept. of their country
- iv) Copy of Indian Pan Card of the party (if applicable).

NOTE: Deviation with payment terms may result loading @ MCLR (Marginal Cost of Lending Rate of State Bank of India) + 0.5% p.a. Any advance payment shall be considered only with interest, at MCLR (Marginal Cost of Lending Rate) + 0.5% and against submission of Bank Guarantee (BG) equivalent to 110% of the value.

5. **Security Deposit (SD)** (Applicable for order value more than 10 Lakh): Successful Bidder shall furnish Security Deposit in equivalent to 5% of the Purchase Order value within 15 days of receipt of LOA/ Purchase Order for satisfactory execution of the order by way of a Demand Draft or Bank Guarantee (strictly in prescribed format) drawn in favour of M/s. ONGC Mangalore Petrochemicals Limited, payable at Mangalore. Security Deposit shall be released after completion of total supply. The Security Deposit shall be forfeited in case the vendor fails to execute the order as per the tender conditions. 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.
6. **Performance Bank Guarantee (PBG)**: After completion of delivery of materials successful supplier shall furnish PBG as per attached format in GCC for the amount equivalent to 5% (five percent) of total order value towards due performance of the supplier's/contractor's obligation under the contract valid for Shelf Life Period plus claim period of 02 (two) months.
7. **Quoted Rates shall be firm & fixed till complete execution of Contract.**
8. **BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**: Bid Security / EMD amount shall be as indicated in the **Notice Inviting Tender (NIT) / Important Points / Salient Features of Bidding Document**:  
An EMD (if applicable) shall be submitted by way of BG or DD drawn in favour of ONGC Mangalore Petrochemicals Limited, Mangalore to be kept along with the technical bid before bid closing date and time. Firms registered with NSIC/MSEs/ DIC are exempted from EMD, for which documentary evidence is to be submitted along with technical bid. EMD for PSU (Public Sector Unit) is exempted. Exemption of EMD for Start-ups recognised by department of Industrial Policy and Promotion (DIPP) will as per prevailing guidelines issued by Government of India. For more details please refer Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012.  
  - A. Bid Security / EMD may be paid /submitted in one of the following forms in a separate sealed cover along with Un-priced Bid: i) Demand drafts / Banker's Cheque / Pay Order drawn on Scheduled Bank in favour of OMPL, Mangalore or ii) Bank Guarantee as per prescribed format attached with Tender Document.

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- B. The Bidder shall submit the Bid Security in Indian Rupees (Indigenous bidders)/US Dollars (Foreign bidders) in the form of Demand Draft/Banker's Cheque/ Pay Order in favour of ONGC MANGALORE PETROCHEMICALS LIMITED, payable at MANGALORE, INDIA (issued by an Indian scheduled Bank or first class International bank having branches in India) or in the form of an irrevocable Bank Guarantee in favour of ONGC MANGALORE PETROCHEMICALS LIMITED LIMITED as per format given under Proposal Form with this Bidding/Tender document. OMPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid security/EMD furnished.
- C. 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.
- D. The Bid security/EMD shall be valid for 60 days beyond the validity of the Bid as specified in the Bidding Document i.e. 150 days beyond Bid submission/ extended Bid submission date.
- E. OMPL will not be responsible for any loss or postal delay / non receipt of tender/ EMD etc.
- F. EMD/Bid securities of unsuccessful Bidders will be returned/refunded within 10 (ten) days of finalization of tender. However, Bid securities/EMD of the successful Bidder will be returned upon the Bidder's executing the Contract, and furnishing the Security Deposit. No interest is payable on EMD.
- G. Tender will be summarily rejected under following circumstances
- EMD submitted in form of cheque.
  - The name of tender mentioned in the BG is different from the tender for which bids have been invited.
  - The firm on whose behalf the BG has been furnished is different from the bidder.
  - The EMD is not of prescribed value.
  - Offer submitted without EMD / Bid Security (unless EMD/Bid security exemption specified in tender document)
  - 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.
  - The validity of the BG is less than the stipulated period.
- H. The Bid securities/EMD may be forfeited, if:
- Withdraws or modifies offer in full or part during the validity period.
  - Failure of the bidder to honor their offer.
  - A Bidder withdraws its Bid during the period of Bid Validity or does any breach of terms and conditions of the tender, or
  - A Bidder modifies his Bid on his own after last date of submission of Bids.
  - In case of a successful Bidder:
    - Inability to perform satisfactorily after receipt of order in case of successful bidder.
    - Does not accept the Purchase/Work Order/LOA

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- c) Does not confirm of acceptance of order with in the stipulated time after placement of order
- d) Does not furnish the Security Deposit/Performance Guarantee
- e) If documents submitted along with the Bid are found false, fabricated, incorrect information etc.

8. Pre-Bid Queries and Pre-Bid Meeting/Conference: The Bidders are expected to resolve all the queries pertaining to the Bidding Document in Pre-Bid meeting / conference and submit the Bids in total compliance to Bidding Document without any deviation / stipulation / clarification.

Vendors shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or emission is observed and may request clarification at any time not later than the query receipt date for pre-Bid meeting. No queries shall be considered after Pre-Bid meeting / conference.

Any Technical clarifications and/ or all queries to be clarified by OMPL during pre-bid meeting shall be forwarded within the stipulated date & time to be forwarded to below email ids:

- i) Shri Yogeesha A (Sr. Manager-Process), OMPL, Mangalore-574509;  
Ph No: 0824 – 2872326 / 9480821880, Email: [yogeeshaa@omplindia.com](mailto:yogeeshaa@omplindia.com)
- ii) Shri Vidyadhara Shetty, (Dy. Manager-MM), OMPL, Mangalore-574509  
Ph No: 0824 - 2872143 / 9480689115, Email: [vidyadhara\\_shetty@omplindia.com](mailto:vidyadhara_shetty@omplindia.com)

Pre-Bid Meeting / Conference will be held in Admin Building, OMPL premises as per the scheduled date & time indicated in 'Notice Inviting Tender (NIT) / Important Points / Salient Features of Bidding Document' of the tender document. Vendors are requested to confirm their intention to attend the pre-bid meeting in advance so as to ensure Gate pass related formality.

9. Language of Bid: The Bid and all correspondence incidentals 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.

10. Bid Validity:

- a. Bid shall remain valid for a minimum period of **90 days** from the last date of submission of Bid. During this period, the Bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case, the Bidder revokes or cancels the Bid or varies any term in regard thereof, the Bid shall become liable for rejection along with forfeiture of EMD. Such Bidder also may be put on Holiday list.
- b. OMPL may request the Bidders for extension of the period of validity of Bid. If the Bidder agrees to the extension request, the validity of Bank Guarantee/DD towards EMD shall also be suitably extended. However, Bidders agreeing to the request for extension of validity of Bid shall not be permitted to modify the Bid because of extension, unless specifically invited to do so by OMPL.

11. 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.



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12. If date identified for Bid opening happen to be a declared holiday/closed day in OMPL, then bid opening shall be conducted on next working day at the indicated same time.
13. OMPL and successful bidder shall enter into formal contract (on a non-judicial stamp paper of Karnataka state and of appropriate value) wherein detailed terms and conditions as per OMPL tender document shall be incorporated. The cost of non-judicial stamp shall be borne by the contractor (Applicable for value more than Rs. 1 Crore).
14. 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.
15. Bid Price/Quoted rates: The Bidder should quote for all items in the Price Bid / Price Schedule / Schedule of Rate Format as per Tender document.

The rates should be quoted in the same units as mentioned in the tender schedules. Bidder shall quote price after careful analysis of costs involved for the performance of the contract considering the entire Bidding Document. In case any activity though specifically not covered in description of item under Schedule of Rates (SOR) but is required to complete the work, which could be reasonably implied / inferred from the contents of the Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, and all other contents of Bidding Document.

16. All entries in the tender document should be in Ink/Typed. Corrections, if any should be attested by full signature of the Bidder / authorized signatory. Every page of the tender documents shall be signed and sealed by the Bidder or his authorized representative.

Bidders are required to quote the tender in conformity with our terms and conditions and no deviating conditions whatsoever will be entertained. Conditional offers will be rejected without any reason. Bidders are requested to carefully go through all tender conditions & enclose all documents asked for BQC/BEC in the Bid.

17. Quoted Rates shall be firm & fixed till complete execution of Contract. Once the quotation is accepted and order placed on the successful Bidder, the rate shall be valid for the full period of the contract (INCLUDING THE EXTENDED PERIOD, WITH SAME RATE, TERMS & CONDITIONS AT OMPL'S SOLE DISCRETION SUBJECT TO SATISFACTORY PERFORMANCE)

18. Compliance to Bid Requirement:

Bidders are advised not to take any exceptions/deviations to the Bid document. OMPL shall expect Bidder's compliance to requirement of Bidding Document without any deviation and submit a substantially responsive Bid. Any Bid not meeting the Bid Evaluation Criteria as stipulated above and Bid accompanied by deviations with respect to Special Conditions of Contracts (SCC), Instructions to Bidders (ITB), General Conditions of Contract (GCC), Formats for credentials, Bid formats and may be considered as non-responsive and shall be liable for rejection at the sole discretion of the OMPL. No claim shall be entertained from the Bidder in this regard.

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19. 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.
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. Arithmetic Errors: Bids determined to be substantially responsive will be checked by OMPL for any arithmetic errors. The price quoted by the Bidder shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the Price Schedule / Schedule of Rates. If some discrepancies/error are found same shall be corrected as per the following procedure, which shall be binding upon the Bidder.
  - (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.

The amount stated in the Bid will be adjusted by OMPL in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected and the bid security shall be forfeited.

22. It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of this tender and the successful Bidder shall take upon himself and provide for risk of any error which any subsequently be discovered and shall make no subsequent claim on account thereof no advantage is to be taken by the Bidder successful Or otherwise of any clerical error of mistake which may occur in the general specification, schedules, plans of tender forms supplied to the Bidder.
23. 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 stricter terms favouring OMPL will apply. The Bidder shall also seek clarifications on such issues from OMPL before submission of the quotes.
24. 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.
25. OMPL reserves the right to accept or reject any or all the tenders in part or in totality without assigning any reason whatsoever and to re-tender or negotiate with any of / all the Bidders or to withdraw/cancel/modify this tender in the manner OMPL considers suitable. OMPL also reserves the right to split the Tender and to award the works to more than one party, if required. The decision of OMPL in the matter will be final and binding on all the parties.
26. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence of the documents shall be in the order below:





## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

1. Replies/Clarifications/Corrigendum/Addendum/ Amendments etc. issued in respect of the tender documents by OMPL.
  2. Price Schedule/Schedule of Rates Format
  3. Special Conditions of Contract (SCC)
  4. Technical specification, scope of work & Drawing, if any
  5. Other Terms & Conditions of the tender documents like Special Instructions to Bidders, Instructions to bidders/ Invitation for Bid (IFB), Notice Inviting Tender (NIT) / Important Points, Etc
  6. General Conditions of Contract (GCC)
27. Amendment of Bidding Document:  
OMPL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder(s), issue 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.  
For Amendment/ Addendum issued during the bidding period, Bidder shall consider the impact in his bid. For Amendment/ Addendum issued subsequent to receiving the bids. Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/ revised price, if any.  
The complete Tender/Bidding document is available for view/download on OMPL website <http://www.ompl.co.in/tenders> as well as on <https://eprocure.gov.in/epublish/app>  
Further replies to pre-bid queries, all updates, Corrigenda, Addenda, Amendments, Extension in last date of submission of bid, Clarifications etc.,(if any) to the Tender/Bidding document will be hosted on above indicated websites. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit above indicated website to keep themselves updated.
28. All information disclosed to the Tenderers by way of the Tender Documents shall be considered confidential and any person/ Tenderer shall not part with possession of the Tender Documents or copy or disclose information thereof to any party, except as may be necessary for carrying out the work. It is being understood that the Tender Documents have been downloaded by the eligible Tenderer solely for the purpose of bidding. Where it is found that any Tenderer has violated and has disclosed sensitive and vital information impugning on the security of the installation/ national security, necessary action, as may be called for, may be taken against the Tenderer concerned in addition to his being liable to be black listed and/ or barred from participating in future bids.
  29. The Tender Documents shall always be & remain the exclusive property of the Owner without any right with the Bidder to use them for any purpose except for submitting the tender in accordance with the provisions of these instructions by the prospective Bidders and for use by the successful Bidder with reference to the work. The Owner shall have no obligation to return to the Bidder the Tender Documents submitted by the Bidder.
  30. Any false/fake/incorrect information submitted by the bidder/contractor while submitting the bid will be liable for rejection of bid, severe action like Forfeiture of EMD, Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ Contractor in all ONGC/HPCL /MRPL/OMPL establishments.
  31. 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:**



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

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 BOC, filled signed /stamped forms as per tender requirement, etc.

ii) Demand Drafts of the amount mentioned above towards Bid Security / Earnest Money Deposit (EMD).

### **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: GM - Commercial & Projects**

**ONGC MANGALORE PETROCHEMICALS LTD**

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

**KARNATAKA**

**Fax: 0824-2872005**

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.

32. **Bid opening:** The 'Techno commercial Unpriced Bids' of the tender will be opened in the presence of the attending Bidders at specified time on Bid submission last date (indicated in Notice Inviting Tender (Nit) / Important Points / Salient Features Of Bidding Document of Tender Document) / extended Bid submission date at OMPL, Mangalore Special Economic Zone, Permude, Mangalore as per OMPL procedures. After evaluation/scrutiny of the 'Techno commercial Unpriced Bids', only the techno commercially qualified Bidders will be notified separately regarding date, time and venue for opening of the 'Price Bids'. Price Bids, which remain unopened with OMPL, will be returned to the respective Bidders.
33. The Bidders or their authorized representatives may be present at the time of opening of the Technical Bids (after submission of appropriate documents in support of their identity) at the place/date/time as mentioned for this tender document. No separate intimation will be sent in this regard unless there is a change in the date/time/place of opening of tender. Bidders are requested to communicate the details of the authorised person who are intend to attend & witness un-price bid opening so as to ensure Gate pass related formality.
- After scrutiny of the Technical Bids, separate intimation will be sent to all Bidders who are found technically qualified advising the date/time/place of opening of price Bids.

For ONGC Mangalore Petrochemicals Limited,

Authorised Signatory

Encl: a/a

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### Pre-Qualification Criteria (PQC) / Bid Qualification Criteria (BQC):

- i) The bidder should have executed one order, in the previous 5 years period of value not less than Rs.2,73,30,900/- (For Indigenous Bidders)/USD 391600/- (For Foreign Bidders) (1USD = INR69.8058 on 31-May-2019). Documentary evidence such as copy of PO/Completion Certificate for item/equipment of similar capacity and technical specifications shall be attached with techno-commercial bid.
- ii) The bidder must have experience of supplying to at least one hydrocarbon sector like Refineries, Petrochemicals, Fertilizers, Oil & Gas processing plants etc.
- iii) The bidder shall be authorized dealer / principals of original manufacturer. Valid authorization certificate given by the manufacturer shall be submitted by agency/authorized dealer.
- iv) Not under Holiday listing / Blacklisting period by any Govt. Body/ PSU during the Tender period. An undertaking to this effect to be submitted by the parties.
- v) Any recyclers selling recycled desorbent is not acceptable. Documentary evidence/undertaking by supplier in support to establish the same is to be submitted along with bid.
- vi) The bidder shall have an annual turnover not lower than Rs.4,55,51,500/- (For Indigenous Bidders)/USD 652600/- (For Foreign Bidders) (1USD = INR69.8058 on 31-May-2019) atleast during one year out of the last 3 years.

Note: In case of bidders submitting Pre-Qualification Criteria supporting documents like PO, Profit & loss statements etc. in currency other than Indian Rupee, the RBI Reference Rate available in RBI/FBIL website for the subject currency as per exchange rate on 31-May-2019 will be taken into account for conversion of indicated Indian Rupees in PQC criteria to Foreign currency for evaluation purpose of respective Pre Qualification Criteria (PQC) & USD amount indicated for ready reference, based on the instruction from CEO office. (A copy of the reference rate is placed in the file)

### Bid Evaluation Criteria (BEC):

- i) Technical Bid Evaluation Criteria: The bidder should accept in toto the technical specification given in the tender without any deviation.
- i) Commercial Bid Evaluation Criteria: Techno-commercially accepted Offers/Bids will be evaluated on Overall L1 basis on FOR OMPL Mangalore Permude site. In case of supplies on High Sea Sale and Import basis, Evaluation of the offers shall be done on landed cost till OMPL, Permude Site basis.
- ii) In case of Global / Import tenders, for evaluation of the bids, the RBI Reference Rate available in RBI Website for the subject currency on the day prior to the price bid opening date will be taken into account for conversion of foreign currency into Indian Rupees. A copy of the reference rate shall be placed in the file.

Note: In case of bidders submitting Pre-Qualification Criteria supporting documents like PO, Profit & loss statements etc. in currency other than Indian Rupee, the RBI Reference Rate available in RBI/FBIL website for the subject currency as per exchange rate on 31-May-2019 will be taken into account for conversion of indicated Indian Rupees in PQC criteria to Foreign currency for evaluation purpose of respective Pre-Qualification Criteria (PQC & USD amount indicated for ready reference.





## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### REJECTION CRITERIA:

- i) Bids received after the due date and time of bid submission shall be summarily rejected.
- ii) Bids without EMD: Bids received without/with insufficient EMD (in original with the Technical Bid), before the bid closing date & time shall be summarily rejected. However, Govt. Dept. /PSUs/ firms registered with NSIC/MSE (Micro & Small Enterprise), vendors registered with District Industries Centre (DIC), Start-ups Companies registered with DIPP as per government guidelines are exempted from submission of EMD. Such bidders shall submit relevant documentary proof towards exemption, along with technical bid of the tender.
- iii) Bidders' failure to enter into Integrity Pact as applicable for the Tender along with the bid duly signed shall be liable for rejection.
- iv) Offer sent without having the prescribed bidding document of OMPL, non-adherence to technical /commercial terms & conditions, Unpriced bid and Price bid not in the prescribed format, incomplete bids and bids with deviations to the tendered scope of work shall be liable for rejection.
- v) Non-compliance to any of PQC/BEC will be liable for rejection.
- vi) Bids found to have been submitted with falsified/ incorrect information.
- vii) If Bidder is in the Holiday/ Blacklist of any CPSU/ State PSU/ Central or State Government Undertaking.
- viii) Bidder to quote for all items enlisted in the BOQ (in case of overall evaluation), otherwise bid shall be rejected.

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### Special Conditions of Contract (SCC)

- 1) The Bids are required on Zero Deviations, However in case any bidder has given any deviations/ stipulations the same shall be checked by OMPL if found in non-acceptable state, bidder shall be asked to withdraw the same without Price Implication. Bidder(s) who withdraw the deviations/ stipulations, their bids shall be considered for further evaluation.
- 2) **GOVERNMENT REGULATIONS:**  
The CONTRACTOR/Supplier shall comply with and ensure strict compliance by his/its sub-contractors and agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the OWNER from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/or relative thereto.
- 3) All expenses in preparation & submission of bids, Site Visit, visits to the office or any place and other expenses incurred in connection with the preparation / submission of Bid shall be borne by Bidder. OMPL in no case shall be responsible or liable for these costs regardless of the conduct or outcome of the Bidding process.
- 4) **Termination of Work Order:** OMPL will reserve the right to terminate the order if the bidder is not found satisfactory without assigning any reason(s) thereof.
- 5) **Risk Purchase:** In the event of supplier not meeting the order placed by the Company within the stipulated delivery time, then Company would be free to process the supply/services from any other suppliers/ vendors and recover the difference in such supplies/services and additional expenses incurred by the Company from the Vendor/ Contractor.
- 6) Bidders should not have any criminal proceedings going on against them. Bidders should not be on the holiday list of OMPL or any other PSUs. Categorical details to be provided for the same.
- 7) Bids received after the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 8) **Shelf Life Period:** Shelf Life of the chemical should be atleast one year from the date of delivery to OMPL.
- 9) **Price discount for delay in delivery/completion:** As per the scope of work.
- 10) **Subletting and Assignment:** The contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
- 11) OMPL being an SEZ unit, Kindly note that as per IGST Act, Supply to SEZ units under the GST shall be treated as supply in the course of inter-State trade or commerce and the same will be treated as "zero rated supply". Accordingly Supplier shall not charge GST on supply to OMPL. Refer tender document for other details (Taxes & Duties of Section I).

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

- 12) Fax / E-mail bids shall not be accepted and shall be summarily rejected.
- 13) Preference to Micro or to Micro and Small Enterprises (MSEs) shall be applicable as per terms and conditions for Micro and Small Enterprises (MSEs) attached with this tender document.
- 14) Site Visit (Applicable in case of Works/Contract/Services Tender): If required, Bidder is advised to visit and examine the site and its surrounding and shall familiarize himself of the existing facilities and environment and shall collect all other information which he may require for preparing and submitting the Tender and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during the contract period / after contract period. The intending Bidders may contact the OMPL officers (indicated in this tender document) with due appointment for necessary guidance and help regarding site visits.
- 15) Arbitration: Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to arbitration as provided hereunder:
- i) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- ii) The number of the arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	CEO, OMPL
Above Rs. 5 Crore	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

- iii) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.
- iv) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OMPL/MRPL and / or is a retired officer of OMPL/MRPL/ any PSU. However, neither party shall appoint its serving employee as arbitrator.
- v) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party /arbitrators to appoint to 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 proceed de novo.
- vi) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- vii) The arbitral tribunal shall make and publish the award within time stipulated as under:



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**TECHNICAL SPECIFICATIONS OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**Technical Specifications:**

	<b>Units</b>	<b>UOP Method</b>	<b>UOP/Toray Specification</b>
<b>Physical Properties</b>			
Density	g/cc	ASTM D4052-81	0.8665 ± 0.005
Color (Pt-Co Index)	-	ASTM D1209-79	10 max
Bromine Index	mg/100g	ASTM D1492	5 max
<b>Chemical Properties</b>			
Para-diethyl benzene Desorbent i.e. Para Diethyl Benzene (PDEB)	wt%	UOP 744-86	99.0 min
Other C10s	wt%	UOP 744-86	Balance
C9 & Lighter	wt%	UOP 744-86	0.5 max
C11 & Heavier	wt%	UOP 744-86	1.0 max
<b>Impurities</b>			
Total Sulphur	wt. ppm	ASTM D5453	1.0 Max
Total Nitrogen	wt. ppm	ASTM D4629	1.0 Max
Total Chloride	wt. ppm	ASTM D5808	5.0 Max
Carbonyl Number	wt. ppm	UOP 624-74	2.0 Max
Active Oxygen	wt. ppm	ASTM E299-60	1.0 Max

<b>COMPLIANCE REQUIREMENT</b>	<b>VENDOR POSITION</b>
1. Technical Specification is Read and Understood	Yes / No
2. Any Deviations (if any)	
3. Reasons for Deviation	
Authorized personal details	Signature with seal



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**Section-II**

<b>Sl.</b>	<b>Description</b>
	<b>Section II</b>
<b>1.</b>	<b>GENERAL CONDITIONS OF CONTRACT(GCC)</b>
<b>2.</b>	<b>GENERAL GUIDELINES TO SUPPLIERS/ SERVICE PROVIDERS FOR ENERGY COMPATIBILITY</b>
<b>3.</b>	<b>CONTRACTOR SAFETY MANAGEMENT GUIDELINES</b>
<b>4.</b>	<b>CONDITIONS FOR MICRO &amp; SMALL ENTERPRISES (MSEs), START-UPS AND PP-LC</b>
<b>5.</b>	<b>TAXES AND DUTIES (APPLICABLE TO OMPL, BEING AN SEZ UNIT)</b>

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. GENERAL GUIDELINES:

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

2. **TWO BID SYSTEM, SEALING AND MARKING OF BIDS:** Offers are invited under "Two Bid System" and offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial Bids having all details but price column should be blanked out. **However a tick mark (√) shall be provided against each item of the price Bid Format to indicate that there is a Quote against this item in the priced commercial bid. This cover will clear be super scribed** with Techno- Commercial Bid along with the tender Number & item description. The second sealed inner cover will contain only the price schedule duly filled in & signed and will be clearly super scribed with "PRICED BID" along with Tender Number. These two covers shall be put into outer cover & sealed. The outer cover should duly bear the Tender number & date of closing / opening prominently underlined along with the address of this office. Any changes in quotation after opening of the tender will not be considered. OMPL will not be responsible for the loss of Tender form or the delay in postal transit. Telex/Telegraphic /telefax / Xerox/ photocopy bids will not be considered.

3. **DEADLINE FOR SUBMISSION OF BIDS:** The bid must be received by OMPL at the address specified in the Invitation for Bids not later than specified 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



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

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, GST etc. However, pending notification for exemption of State levies such as Value Added Tax (VAT), WCT, GST 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.**



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

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 rates 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 (WHT) 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.



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

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

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

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

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

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

**Details regarding prevailing zero rated supply of goods and/or Services to SEZ unit under GST ACT is attached separately in the tender document.**

9. **INSPECTION:** As mentioned in the Terms and Conditions of Enquiry/ Tender
10. **SECURITY DEPOSIT(IF APPLICABLE):** Successful bidder shall furnish Security Deposit (SD) in equivalent to 10% of the order value within 15 days of receipt of order for satisfactory execution of the order by way of a Demand Draft (DD) 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

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

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

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

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

11. **WARRANTY/ DEFECT LIABILITY:** Successful bidder is required to provide warranty of the material supplied /Defect Liability for the works shall unless otherwise specified be 12 (twelve) months from the date of commissioning/installation or 18 (eighteen) months from the date of supply, whichever is earlier.
12. **PRICE DISCOUNT FOR DELAY IN DELIVERY/COMPLETION PERIOD (IF APPLICABLE):** will be applicable @ 0.5% of the Work order/Purchase Order per week or part thereof for delay in supplies/delay in completion subject to a maximum ceiling of 5% of Purchase Order/Work Order value. Price adjustment for delay in delivery/completion will be imposed on the cost of order price of delayed supplies, except however, where in the judgment of OMPL the supply of partial quantity does not fulfill the operating need, Price discount will be imposed on full value of the Purchase Order/Work order. For imported items for the purpose of Price discount, date of dispatch at FOB Port (Air Way Bill/Bill of lading) is considered as delivery date for imported consignments. For Indigenous items for the purpose of Price discount, date of receipt of material at OMPL, Mangalore site is considered as delivery date for Indigenous consignments.
13. **DEVIATION TO TENDER TERMS:** Deviation to tender conditions liable for rejection of the bid However if any bidder is not able to quote due to lack of clarification /Understanding of any tender condition and so does require any deviation, he may depict the deviation required to the contract condition in a separate letter and should be kept in separate envelope super scribed with "Deviations to tender conditions" mentioning the tender number. In this letter both the contract condition and required deviated conditions should be mentioned. It is the prerogative of OMPL to consider any such bids where deviations are required for the bidder.
14. **INSURANCE:** CONTRACTOR shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period until ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances
  - a. **Transit & Erection Insurance:** Insurance for the materials to be supplied and erection shall be covered by the Supplier/Contractor.
  - b. **Workmen's Compensation Insurance (WCI)/ Employer's Liability Insurance (ELI:** This insurance shall confirm to and satisfy all the requirements of the applicable laws and

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

- c. **Group Term Life Insurance:** cover to be taken having a risk coverage 24x7 death coverage (Natural/ Accidental Death) with a sum assured of say Rs, 10,00,000/- (Rupees ten lakhs only) by all contactors.
  - d. **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.



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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 price bid opening 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 annul 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.



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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.
- OMPL reserves the right to split the tender if applicable. The decision of OMPL in this regard shall be final.
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



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uniformly the Marks and numbers; contents case wise, country of origin, consignee's name, port of destination and all other particulars. The invoice must show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars, actual contents in each case, net and gross weight and dimensions and the total number of packages. All documents should be duly signed by the Vendor's authorized representative.

42. **TRANSMISSION OF SHIPPING DOCUMENTS (APPLICABLE FOR FOREIGN BIDDERS ONLY):** Foreign supplier shall obtain the shipping documents in three complete sets of original stamped copies of the bill of the lading as quickly as possible after the shipment is made and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign supplier shall be fully responsible for any delay and / or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents

43. **INVOICING & NEGOTIATION OF DOCUMENT** :In the event of an order, invoice and other documents such as RR, GC Note and Delivery Challans etc., (in case of imported shipment Bill lading / Air Way Bill, Invoice, Packing list, Country of Origin etc) as hereunder. Original + 2 copies to For imported supplies dispatch documents shall be forwarded as below:

**Notify no: 1 C & F Agent (Nominated By OMPL)**

**Notify no: 2 Manager (Purchase)** ONGC Mangalore Petrochemicals Limited, Mangalore Special Economic Zone (MSEZ) Unit, Permude Village, Mangalore – 574509.

44. **DESPATCH INSTRUCTIONS:** The goods shall be consigned in the name of consignee viz., ONGC Mangalore Petrochemicals Limited (An SEZ Unit), Mangalore special Economic Zone, Permude Village Mangalore-574509. (Karnataka) – India. Phone: + 99 824 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

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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's from any legal action or claims regarding compensation for breach of patent rights which the vendor deems necessary to apply for manufacturing the ordered equipment and / or materials or which can in any way be connected in the manufacture.

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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.
- 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.
  - Upon
    - The death or adjudication as insolvent of the successful tenderer, if he/she be an individual.
    - The liquidation, whether voluntary or passing of the effective resolution for winding up of the successful tenderer if it be a company.
  - If any successful tenderer or any partner in the firm of the successful tenderer shall be convicted of any criminal offence.
  - If a receiver is appointed of any property or assets of the successful tenderer.
  - If the successful tenderer deliberately contaminates or tempers with quality or product supplied by OMPL.
  - OMPL will be at liberty to short close the contract work order without assigning any reason whatsoever by giving a notice of I (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/bidder. In the event of OMPL cancelling the contract; it shall not be liable to pay for any loss or compensation in respect of such cancellation



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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 90 days either party may at its option terminate the contract.
63. **ARBITRATION:** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties to the contract or their respective representatives or assignees, at any time, in connection with construction, meaning, operation, effect, interpretation of or out of the contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by the Director-In-Charge of OMPL.
- It is also agreed that there shall be no objection for appointment of an employee of OMPL as a Sole Arbitrator who also may or may not hold shares of OMPL. a) Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice. b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Managing Director of OMPL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo. c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. d) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award. e) The arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties. f) The venue of the arbitration shall be Mangalore, Karnataka, India. g) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. h) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
64. **DIFFERENCE IN MEANINGS/TERMS:** In case of any difference in meaning /understanding /contradictory terms or conditions in the documents, the stricter terms favoring OMPL will apply.
65. **JURISDICTION:** The Vendor hereby agrees that the Courts situated in Mangalore alone shall have the Jurisdiction to hear and determine all actions and proceedings arising out of this contract.

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

66. **TIME SCHEDULE/MOBILISATION/COMPLETION PERIOD:** Monthly/weekly construction programmes will be drawn up by the Engineer-in-charge jointly with the Contractor based on demand/ availability of materials, work fronts etc. The Contractor shall scrupulously adhere to the targets/programmes by deploying adequate personnel, survey instruments, construction equipment, tools and tackles and also timely supply of required materials coming within his scope of supply as per contract. In all matters concerning the extent of targets set out in the monthly/weekly programme and the degree of achievements, the decision of Engineer-in-charge will be final and binding on the Contractor. Contractor shall give every day report on deployment of category-wise labour and equipment along with the progress of work done on previous day in the perform prescribed by the Engineer-in-Charge.
67. **UNDERGROUND AND OVERHEAD STRUCTURES :**The Contractor will familiarise himself with and obtain information and details from the Owner in respect of all existing structures, overhead lines, existing pipelines and utilities existing at the job site before commencing work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc are not disturbed or damaged and shall indemnify and keep indemnified the Owner from and against any destruction thereof or damages thereto.
68. **CO-ORDINATION WITH OTHER AGENCIES:** The work shall be carried out in such manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper co-ordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at the job site arising out of or related to the performance of the work, the decision of the Engineer-in-charge shall be final and binding on the Contractor.
69. **LABOUR LAWS:** The Contractor shall obtain necessary licence from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to the Engineer-in-charge before start of work. The Contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract labour (Regulation & Abolition) Act- 1970 or their applicable law rule or regulation if applicable. The provision of EPF & MP Act. 1952 and the Rules/Scheme there under shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the Engineer-in-Charge before commencing the work. The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 6.1 above or in obtaining the code number under Clause 6.3 above and the same shall not constitute a ground for extension of time for any purpose. The Contractor shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
70. **LABOUR RELATIONS:** In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

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.

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

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 statues.
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 renderer shall submit a list of construction equipments he proposes to

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

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 etc. 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



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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 refinery premises are provided with valid photo gate passes and to be produced on demand by each workman.
89. The Contractor shall submit the Bio-data of all the employees including the Supervisor to the Engineer-in-charge before taking up the job. Only those employees who's Bio-data are approved shall be allowed to work inside the Refinery Complex. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from OMPL premises and provide alternate personnel.
90. The Contractor shall make his own transport arrangements/stay and food for their personnel during normal duties as well as extended duties and no company transport shall be provided to the Contractor.
91. The Contractor shall make himself fully conversant with the locations and the type of job to be carried out.
92. Housekeeping of the workplace shall be done strictly by the Contractor on daily basis or as required by the Engineer-in-charge. Contractor to collect all debris/ scrap and dump at designated Scrap Yard within the project site.
93. The Contractor shall prepare plan for executions of jobs and get the same approved by the Engineer-in-charge. The Contractor shall submit progress report at specified intervals and shall be responsible to ensure the specified progress.
94. The Contractor shall ensure that day's work planned by OMPL Engineer-in-charge is completed on the same day. In case of backlog, the Contractor to increase the manpower or equipment resources to ensure timely completion of the job.
95. The Contractor shall ensure good workman-ship in all the jobs carried out. Any defects found in the completed jobs shall be rectified by the Contractor free of charge to the satisfaction of the Engineer-in-charge.
96. If at any stage of the work, the progress of the Job is found unsatisfactory, OMPL reserves the right to carry out the remaining portion of the Job by hiring the services of the other agencies and



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charge the cost of such services to Contractor's account. In case of any disputes OMRPL's decision will be final & binding.

97. The work to be carried out in a manner so as not to cause damage to the surroundings. Damage if caused during carrying out the Job has to be made good by the Contractor at no extra cost to OMPL.
98. No Extra Bill or Claim for extra work or supply of material will be entertained unless undertaking of such extra work/supply of material has been authorized 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.

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

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

Ref: Bank Guarantee No .....

Date .....

To:

M/s. ONGC Mangalore Petrochemicals Limited (OMPL),  
Mangalore Special Economic Zone (MSEZ),  
Permude, Mangaluru, Karnataka, India.

Dear Sir,

1 In consideration of ONGC Mangalore Petrochemicals Ltd., having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated (hereinafter called the "Contract" which expression shall include all the amendments there to) with M/s. .... having its Head/Registered Office at..... (hereinafter referred to as the "Owner" (which

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expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the contract having been unequivocally accepted by the Contractor resulting in a contract bearing No \_\_\_\_\_ dated ..... valued at for ..... (Scope of work)..... and the Owner having agreed that the Contractor shall furnish to then Owner a performance guarantee for the faithful performance of the entire contract including defect liability to the extent of .....% of the contract price, i.e. Rs (in

Word) we (bank) having its Registered Office at..... (Herein after referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the Owner any money or all moneys to the extent of Rs..... (Rupees ..... ) aggregate at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made, by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Owner in writing.

2. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under his Guarantee from time to time, to extend the time for performance of the contract by the Contractor, or vary the terms of the Contract. The Owner shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and

Either to enforce, or to forbear from enforcing, any covenants contained or implied in the contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other act or forbearance of other acts of Owner or any other indulgence shown by The Owner or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.

3. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that Owner may have in relation to the Contractor's liabilities.

4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable till all the dues of the Owner under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Owner discharges the Guarantee in writing.

5. We further agree that as between us and Owner for the purpose of this Guarantee any notice given to us by the Owner and any amount claimed in such notice by the Owner that the money is payable by the Contractor and any amount claimed in such notice by the Owner shall be conclusive and binding on us notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or that of the Contractor or in the Constitution of the Owner. We also undertake not to revoke this Guarantee during its currency.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs \_\_\_\_\_ (Rupees ..... ) in aggregate and it shall remain in full force up to





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and including sixty days after unless extended further, from time to time, for such period as may be instructed in writing by

M/S..... on whose behalf this Guarantee has been given, in which case it shall remain in full force up to and including 90 days after extended date. Any claim under this Guarantee must be received by us before the expiry of the 90 days from ..... or before the expiry of the 90 days from the extended date. If no such claim has been received by us within the sixty days after the said date/extended date, the Owner's right under this guarantee will cease. However, if such a claim has been received by us within and upto ninety days after the said date/extended date, all the Owner's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim. The bank doth hereby that Shri..... (Designation)..... Who is authorized this Guarantee / Undertaking on behalf of the bank and to bind the bank thereby

Dated this .....Day of .....2018

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME

(OFFICIAL ADDRESS) (Designation with Bank Stamp)

\_\_\_\_\_ Attorney as per power of

Attorney No.....

Dated: .....



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### **General Guidelines to Suppliers/ Service Providers for Energy Compatibility**

#### **For Services PR/ Tender/ Contract:**

OMPL is focused on energy efficiency and in line with the same; all contractors providing services should preferably deploy energy efficient equipment such as energy efficient welding machines, LED/ CFL temporary lighting etc for execution of the work and contractors should prevent wastage, excessive consumption and misuse of Electricity, steam and water

#### **For PR/ Tender/ PO for procurement of appliances where BEE star ratings are available**

OMPL is focused on energy efficiency and in line with the same, for procurement of appliances such as Air-Conditioners and Refrigerators, where BEE star ratings are available, appliances of BEE 4-star rating and above will only be procured.

#### **For PR/ Tender for Procurement of new Pumps/ Motors etc**

OMPL is focused on energy efficiency and in line with the same; the loading criteria will be applied on all technically acceptable offers to ensure procurement of energy efficient equipment.

However, this is not mandatory for one to one replacement, where identical pump/ motor may have to be procured for exact replacement of existing equipment.



# TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

## Contractor Safety Management Guidelines

### 1. INTRODUCTION:

ONGC Mangalore Petrochemicals Ltd (hereinafter defined as OMPL) has a well-defined Safety Policy and runs a comprehensive program for its implementation. The policy requires all OMPL Contractors to maintain similar, if not better SAFETY standards.

This Guideline supplements and not supersedes other Contract's terms and conditions relative to SAFETY issues. All the items included in this document (SAFETY Guidelines for Contractors) are described in more detail in other OMPL Regulations, Guidelines, Procedures, Safe Work Practices and Policy Statements.

Following the requirements in this Guideline does not guarantee compliance with all applicable legal and regulatory requirements. Compliance with the applicable requirements is the sole responsibility of the CONTRACTOR and cannot be assumed by the OMPL.

CONTRACTOR, and CONTRACTOR employees, shall become familiar with these SAFETY Guidelines for Contractors prior to commencing work at OMPL premises.

### 2. SCOPE:

These guidelines are applicable to all the contractors and their employees working in OMPL. This is also applicable to sub-contractors, suppliers & vendors. All the contractors are required to ensure that they and their employees comply with relevant safety requirements as mentioned in this Safety Policy depending on the nature of work. This policy is not a substitute to the statutory rules and regulations and also the prevailing OMPL Safety Requirements. This is to further reinforce the existing Safety Standards in Complex.

**The word "Contractor" for the purpose of these Safety Management Guidelines shall include an agent or Sub-contractors**

An updated version of any OMPL SAFETY documents and release of new OMPL SAFETY Management System, Guidelines, Procedures, Standards and Safe Work Practices shall automatically supersede any applicable clause(s) of this document (SAFETY Guidelines for Contractors).

This document should be read in conjunction with following:

- \* General Conditions of contract (GCC)
- \* Special Conditions of Contract (SCC)
- \* Job specifications

### 3. GENERAL TERMS AND CONDITIONS:

#### 3.1 OMPL's Golden Safety Rules:-



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

1. Follow all safety rules and regulations of the complex.
2. Use of Basic Personal Protective Equipment (PPE) Safety Helmet, Safety Shoes and Goggles & Hand Gloves (while working) are mandatory in Plant area. Other PPEs (ear plug, safety belt, face shield, protective suit, etc.) shall be used as per requirement and Job Safety Analysis (JSA) recommendation.
3. Carrying of Matche boxes Lighters & flame generating materials (without authorization via hot work permit) inside the complex are strictly prohibited.
4. No use of mobile phone at the restricted plant area
5. Smoking & alcohol consumption is strictly prohibited inside complex,
6. Work inside permit area shall be executed with valid & appropriate work permit,
7. Every person in plant area must follow Safety Rules / precautions applicable to the activity.
8. Know how to do your job safely, if in doubt ask concern supervisor,
9. Reporting all incidents including near miss incident (NMI) immediately.
10. Intervening the Unsafe action and explaining the consequence and taking verbal agreement for doing it safe. And reporting the same to Safety Department.
11. Reporting the unsafe condition and follow for taking the corrective action.
12. 08 nos. of Assembly points are established in the complex for evacuation purpose. Know the nearest assembly point of your area.
13. Always move to assembly point at upwind direction in case of gas leak.
14. Know the location of Manual Call Point (MCP), Safety shower, fire extinguisher, nearest assembly point of your working area.
15. While driving the vehicle seat belt is mandatory.

### 3.2 OMPL'S GOLDEN SAFETY RULES FOR DRIVERS:-

1. Speed limit in plant- 16 Km/hr.
2. Consumption of alcohol and tobacco related protects are strictly prohibited.
3. All vehicles going inside Process/Off-site area must have IS marked / CCOE marked spark arrestors at their exhaust.
4. The driver shall wear the seat belt while the vehicle is in motion.
5. No use of mobile phone at the restricted plant area & while driving the vehicle.
6. Keep distance of 10 meter between vehicles.
7. Use horn at blind curves.
8. Vehicle checklist to be followed every day. (Tyre condition, air pressure, brakes, brake lights, horn, reverse horn, Oil, Water etc.).
9. Keep copies of driving license, Registration Certificate (RC) of the vehicle,, Valid Insurance papers , valid Pollution Under Control Check (PUC).
10. Get defensive driving training and refreshment training from OMPL Safety Department.
11. Every year eye check-up is must for driver above 40 years of age.

### 3.3 OMPL REPRESENTATIVE

Unless clearly specified, the OMPL representative hereinafter defined is the Engineer In Charge of the Contract.

### 3.4 CONTRACTOR REPRESENTATIVE



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

CONTRACTOR's Field Representative shall meet with the OMPL Representative prior to the start of the work to review job requirements, OMPL Rules and Safety Regulations and to establish a work schedule. CONTRACTOR shall not commence work until authorized to do so by the OMPL Representative.

### 3.5 RESPONSIBILITY FOR INFORMING SUBCONTRACTORS

CONTRACTOR is responsible for informing CONTRACTOR's employees and Subcontractors of the requirements in these guidelines and all specific instructions pertinent to the work.

### 3.6 WORK STOPPAGE

The Engineer In Charge or his representative, designated SAFETY personnel / coordinator or a any OMPL personnel in the OMPL premises may stop CONTRACTOR's work which is considered hazardous (violates OMPL, or other standards).

### 3.7 CAMERAS

Photography is prohibited in all OMPL controlled areas unless authorized. CONTRACTOR shall obtain prior authorization from OMPL Representative.

Appropriate Work Permit shall be obtained from OMPL employee (directly involved in the job).

### 3.8 HOUSEKEEPING AND HYGIENE

During the performance of the work, CONTRACTOR shall keep a reasonable degree of order by regular disposal of accumulated rubbish and excess material. Such disposal of accumulated rubbish, excess material, all wastes (Solid, E- waste, etc) generated by the CONTRACTOR shall be in line with the OMPL environmental procedure. At the completion of the work, CONTRACTOR shall clear the site of all debris, leftover, tools, consumable supplies, and materials.

### 3.9 DAMAGE TO OMPL EQUIPMENT OR PROPERTY

CONTRACTOR shall promptly notify the OMPL Representative, as per OMPL Incident Reporting & Investigation Procedure, in the event CONTRACTOR damages OMPL equipment or property.

### 3.10 CONTRACTOR'S EQUIPMENT / MATERIALS

CONTRACTOR's engine driven equipment shall be equipped with PESO approved type of spark arrestor and wiring in good operating condition before it can enter the plant area and other OMPL premises. Operation of engine driven equipment must comply with OMPL Rules and Regulations.

All Electrical equipment must be checked and cleared by OMPL Electrical Representative for using in the OMPL Complex. Clearance certificate to be pasted on the checked equipment for allowing in the plant area, all clearance is valid for six months.

### 3.11 THIRD PARTY 'TEST CERTIFICATE'

CONTRACTOR shall secure Factories Department approved Third Party 'Test Certificate' (before using any) of the following CONTRACTOR's equipment / equipment accessories and also cert

Lifting appliances (crane, boom truck, truck, jig lift, forklift, pulley, D Shackle etc.)



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

Safety valves on mobile equipment, e.g. air compressor, hydro test machine, vacuum truck etc.

Cargo tank of tank vehicles, e.g. fuel tanker, vacuum tank or pressurized tank, etc.

All pressure vessels, e.g. compressor's air receiver, SMPV, etc.

And also produce test certificate once in year for all lifting appliance, valve vacuum tank, pressure vessel, & once in six month for lift, Hoist, man basket.

### 3.12 FORKLIFTS, INDUSTRIAL TRUCKS AND CRANES

Only persons holding appropriate Driving License may operate forklifts, industrial trucks and cranes. Personnel are not permitted to ride on forklifts, industrial trucks and cranes.

### 3.13 STORING FUEL AND REFUELING ON OMPL PREMISES

CONTRACTOR should not store fuel for refueling (vehicles & equipment) inside OMPL premises without OMPL Representative Approval.

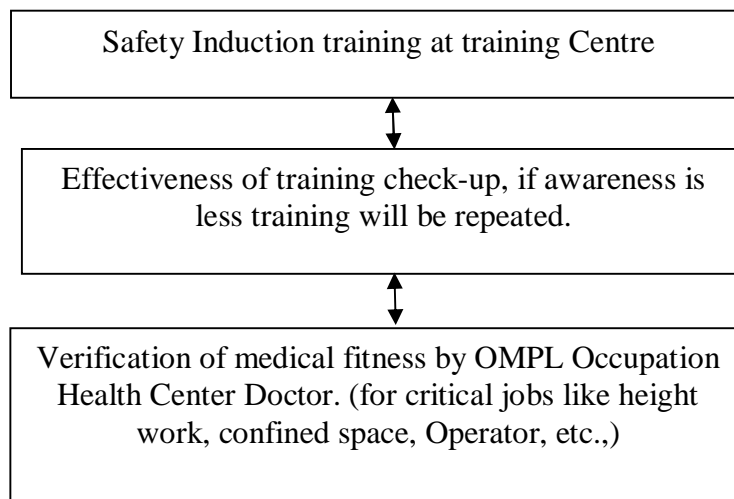
CONTRACTOR should not transport fuel on vehicles or containers not approved for that purpose.

## 4. ADMISSION TO OMPL PREMISES:

### 4.1 ENTRY IN AROMATIC COMPLEX or OMPL PREMISES

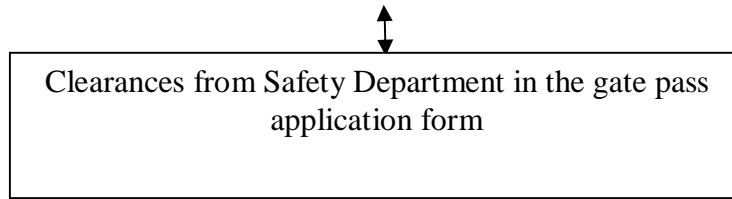
CONTRACTOR shall allow only its employees, Subcontractors, and suppliers directly connected with the work, to enter OMPL premises only after necessary Safety induction is carried out and endorsed.

Safety induction training followed by verification of medical fitness (for critical jobs like height work, confined space, Operator, etc.,) by OMPL Occupation Health Center Doctor and giving clearance for entry inside the plant.





## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)



### 4.2. VEHICLES AND PARKING

CONTRACTOR shall furnish transportation for all of CONTRACTOR's employees from the designated entry gate to the job site and return. The OMPL Representative will designate the routes and parking areas to be used by CONTRACTOR's vehicles in OMPL premises. CONTRACTOR shall observe all of the OMPL's traffic regulations at all times while in the complex and other OMPL premises.

All CONTRACTORS owned, rented, or leased vehicles or equipment (i.e. air compressors, generators, welding equipment, fork lifts, cranes, etc.) entering the OMPL premises shall be properly identified and has a valid Safety clearance and Gate Pass. Only vehicles required for execution of work are allowed in the OMPL premises; all other vehicles shall be parked outside the Complex or OMPL restricted premises.

The vehicle should have PESO approved spark arrestor, Mini foam fire Extinguisher, First aid box & reverse horn is compulsory to allow inside the complex.

### 5. SAFETY, HEALTH AND ENVIRONMENTAL PROGRAM :

Besides meeting OMPL and other regulatory SAFETY provisions, CONTRACTORS must have a written SAFETY Program and which shall be approved by SAFETY Department. The actual program that shall be developed will depend on variables such as size of the firm, size of the project, nature of activities and the location.

The CONTRACTOR Management shall commit resources and all necessary support to ensure the program is implemented to the satisfaction of the OMPL. CONTRACTOR shall ensure adherence to all laws, rules, regulation, and notification of various government departments pertaining to safety, health and environment.

Since OMPL is in process of obtaining OHSAS 18001 certification the Contractor shall assist OMPL and do all things required by OMPL to ensure that OMPL fulfills requirements of OHSAS. All contractors have to send their Employees for OHSAS awareness training at OMPL training center.

#### 5.1 PLANT SAFETY ORGANIZATION AND RESPONSIBILITIES

The CONTRACTOR'S SAFETY program should establish responsibilities for it's managers, engineers, supervisors, safety representatives, and the employees.

The CONTRACTOR'S SAFETY program should also include site SAFETY organization with respect to the overall site organogram. The CONTRACTOR's employee in-charge of SAFETY should be among the

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

top in the organogram and should have authority over other activities. There should be at least one dedicated qualified and experienced CONTRACTOR's SAFETY Engineer or Supervisor exclusively responsible for SAFETY implementation / Co-ordination. He shall be free from any other responsibility and no compensation will be made by the OMPL for the deputation of CONTRACTOR's Safety Staff. Depending upon the nature and size of the job, minimum strength of the CONTRACTOR's SAFETY personnel shall be as indicated in the table below.

The number of employees mentioned below represents the maximum number of CONTRACTOR employees estimated to be engaged at the Plant on any day by the CONTRACTOR and their Subcontractor. In case of block shutdown or turnaround when the CONTRACTOR is required to bring in additional manpower, the number of CONTRACTOR Safety Personnel shall be increased as per below table.

Employee Strength (including sub-contractor)	Minimum Strength of Safety Staff
Max. No. of employees 30	One contractor employee/personnel (Engr./ Supvr.) with safety experience can function on part time basis.
No. of employees : 30 - 100	One Safety Supervisor on full time responsibility.
No. of employees : 101 - 250	One Safety Officer/ Engineer on full time responsibility + One Safety Supervisor on full time responsibility.
No. of employees : 251 - 500	Two Safety Officer / Safety Engineer on full time responsibility + Two Safety Supervisor on full time responsibility.
No. of employees : > 500	One Safety Officer /Safety Engineer + One Safety Supervisor (for each 250 employees) on full time responsibility.

The number of employees mentioned above represents the maximum number of CONTRACTOR employees estimated to be engaged at the site on any day by the CONTRACTOR and their Subcontractor. In case of block shutdown or turnaround when the CONTRACTOR is required to bring in additional manpower, the number of CONTRACTOR Safety Personnel shall be increased as per above table.

CONTRACTOR's SAFETY Personnel shall possess the requisite qualification and experience as given below:

Safety Engineer/ Officer:-

The qualifications shall be such as prescribed by Factories Acts/ Rules.

Safety Supervisor:-

Shall be a diploma holder in Engineering or Science graduate having five (5) years' experience in handling construction or maintenance projects in Oil Refinery or Petrochemical Plant, with at least three (3) years' experience in similar capacity of Safety Supervisor. He must be able to speak, read and write English well & must know fluent speak in Kannada.

Curriculum Vitae of CONTRACTOR'S SAFETY personnel along with copies of all certificates shall be submitted for OMPL'S review and approval as per format in Annexure -5 before posting at OMPL site.



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

The OMPL reserves the right to evaluate the candidate based on review of CV and verification of original certificates and/or personal interview. .

### 5.2 SAFETY ORIENTATION

New CONTRACTOR's Key personnel (i.e. supervisors, engineers and Managers) shall receive induction training from OMPL SAFETY Department, as per applicable SAFETY Training Performance Standard. In turn, these trained Contractor's key personnel shall conduct orientation to their respective employees prior to job site mobilization / beginning work on the project. Such orientation should include provisions of the written SAFETY program and procedures applicable to the CONTRACTOR's scope of work, and also should include the following:

Initial Safety induction video will be shown to all the Contractor Employees and job oriented training to be arranged by the Contractor Management team, refresher of the induction training to be done at every 6 months.

- ❖ Clarification of the SAFETY responsibilities for contractor, subcontractor, employee and all construction site personnel.
- ❖ Clarification of SAFETY expectations of the employee.
- ❖ SAFETY rules within OMPL and that for any owner /client rules.
- ❖ The location (and proper use) of first aid facilities
- ❖ The procedure / responsibilities on Incident reporting for personal injuries, occupational illnesses, fire incidents, property damage incidents, environmental incidents, traffic incidents and near-miss incidents.
- ❖ Toolbox meeting schedule, agenda and attendance mandatory requirement.
- ❖ The mandatory use of Personal Protective Equipment on various specific activities
- ❖ Prompt reporting of unsafe acts or conditions
- ❖ Overview of OMPL's emergency response plans and the CONTRACTOR employees action in case of an emergency/drill
- ❖ Waste Handling and Disposal

### 5.3 CONTRACTOR'S SAFETY MEETINGS AND TRAINING

CONTRACTOR shall hold at least Monthly SAFETY meeting (Mass Tool Box Talk) that will be chaired by the Site Manager and attended by at least 10% of representatives for each level of CONTRACTOR employees. The meeting agenda should include SAFETY records and activities, statistics, incidents, personal protective equipment and other employees' concern on safety at work. Minutes of meeting shall be prepared and issued to OMPL Representative and copied to OMPL Fire & Safety Dept. In the



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

meeting one of the Safe Employee selected by the Contractor Management to be facilitated and others to be motivated to do the Safe work.

CONTRACTOR Management responsibilities include establishing practices and procedure and ensuring that each CONTRACTOR's employee is trained regarding work hazards and the methods by which these hazards can be controlled. CONTRACTOR shall carry out all necessary training of its' employees at its' own time and cost.

On some SAFETY subjects, safety talks and toolbox meetings are the primary source of SAFETY training for employees. CONTRACTOR should conduct the meeting daily, before work begins for the day or shift.

In addition to the safety talks, CONTRACTOR should conduct periodical SAFETY Training of all employees. The training program shall at least meet the requirements of OMPL SAFETY Training Matrix. The CONTRACTOR should keep register for the employee's record for training.

### 5.4 SAFETY COMMUNICATION AND COORDINATION

CONTRACTOR's Site Manager and Safety Engineer shall attend OMPL periodical meetings as required by OMPL Representative or SAFETY Department. For all practical purposes, it should be the responsibility of the CONTRACTOR to have all its Subcontractors, etc informed and involved in various SAFETY communication and coordination activities.

### 5.5 SAFETY INSPECTION / AUDIT

Formal and informal SAFETY inspection/audit will be conducted with/without notice by OMPL. CONTRACTOR should fully participate in these audits and correct deficiencies identified during the inspection/audit. CONTRACTOR is required to make SAFETY documents and records available to OMPL Representative upon request. These include, but are not limited to work procedures, training records, performance records, environmental records, licenses, permits, registrations and compliance plans.

- a) CONTRACTOR's Job Managers (Site Engineer / Manager) should make a safety inspection of the work area at least once a week using an inspection guide.
- b) All CONTRACTOR'S Safety Personnel, including designated Safety Representatives, should make daily inspection of the work area. The inspection should be routine, planned, and designed to include communications with specific people in the work place, and not just a visual site visit.
- c) CONTRACTOR'S Job Supervisors also should make daily inspection of their work areas for the specific purpose of correcting unsafe acts or hazardous conditions.
- d) Contractor also conduct HSE audit once in six months.

CONTRACTOR's regularly planned inspection should go beyond routine visual site checks. The result of these inspections/audits should be used for setting goals for future improvements. A written Inspection report shall be prepared and distributed to OMPL Representative.

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

These CONTRACTOR's inspections and audits should make use of detailed checklists, developed for each item such as electrical facilities, lock-out systems, scaffolding, industrial hygiene, occupational health, waste management, releases and emissions, fire prevention, personal protective equipment, training, hazardous material handling, housekeeping, hand and power tools, maintenance practices and machine or equipment guarding. There should be effective systems for monitoring the progress on action plan that was developed based on the inspections / audits.

### 5.6 RECORDKEEPING AND DOCUMENTATION

Records are required to support activities of Contractor SAFETY programs for both control and audit purposes. Records that shall be maintained and retained within the contract duration at the job site should include the following:

- (a) First aid log of all first aid cases reported and treated, showing date, name of injured, job nature of injury and type of treatment given.
- (b) All incident investigation report (i.e. injury, illness, traffic, property damage, environmental incident and as well as Near Miss Incidents).
- (c) SAFETY meetings or toolbox meeting records or minutes showing date of meeting, who attended, the subjects discussed and who conducted the meeting.
- (d) Job site inspection / audit reports and status of the action plans.
- (e) Records to show dates, name of participants and subject of training programs.
- (f) Lifting Tackles and crane or equipment inspection records, 3rd party certificate.
- (g) Infringement Reports and traffic violations

### 6. SAFETY RULES AND PROCEDURES ;

#### 6.1 AGE LIMIT FOR WORKING INSIDE COMPLEX

Personnel / workmen (age 18 years & above) deployed at site should be physically / medically fit.

#### 6.2 SMOKING AND CARRYING OF MATCHES / LIGHTERS

Smoking is prohibited in all OMPL Areas. Carrying of matches and lighters into facilities is prohibited. Violators will be refused entry into the Restricted Area and shall be dealt administratively as violation. CONTRACTOR shall be responsible for strict adherence to these Regulations by CONTRACTOR's employees or the employees of CONTRACTOR's Subcontractors.

#### 6.3 BATTERY OPERATED AND ELECTRICAL ITEMS

Non-intrinsically safe battery operated items e.g. flashlights, mobile phone, pagers, personal monitors, etc. are not permitted inside the plant Area.



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

Electrically operated tools & equipment should be suitable for use as per the area classification. Refer to relevant SAFETY documents such as Hand and Portable Power Tools Safe Work Practices, Work Permit System, Fire Prevention and Electrical Safety.

All Electrical items to be inspected by the OMPL Electrical representative and certified by putting the sticker on it valid for 3 months after that re-inspection to be done. All Electrical equipment to be allowed inside the Plant area after getting the Permit only.

The contractor shall provide and maintain all lights, guards, fencing, warning sign, caution boards, other safety measures and provide for vigilance as and where necessary or as required by the Engineer-In-Charge or by any duly constituted authority for the protection of workers or for the safety of others. The caution boards shall also have appropriate symbols visible during night also. - Adequate lighting facilities, including emergency lighting, such as floodlights, hand lights and area lighting shall be provided along with ELCBs by the contractor at the site of work with isolation switch known to all at site with proper display, storage area of materials and equipment and temporary access roads within his working area. The contractor shall obtain written approval of the Engineer-In-Charge to the lighting scheme and place of tapping prior to its installation. ELCB as to be checked once in 15 days & before start of work.

### 6.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)

CONTRACTOR shall be responsible in providing CONTRACTOR employees the appropriate Personal Protective Equipments (PPEs). CONTRACTOR employees should be trained in the proper use and maintenance of PPE.

- (a) CONTRACTOR shall provide CONTRACTOR's employees with the mandatory personal protective equipment and the personal protective / safety equipment as specified in the work permit. The contractor shall also provide additional PPE, if instructed for safe execution of the job. This will include respiratory equipment with the fit-test requirement and personal gas monitor.

The mandatory PPE shall be periodically replaced with new ones, as deemed necessary.

- (b) CONTRACTOR's PPE and other safety equipment shall conform to OMPL Specifications attached as Annexure-1 and sample shall be approved by OMPL before procurement. Sufficient stock of mandatory PPE shall be kept and maintained at site.
- (c) CONTRACTOR's Supervisor shall ensure that PPE are correctly used and maintained in good condition.
- (d) CONTRACTOR shall strictly enforce all relevant requirements in compliance to OMPL PPE Management System.
- (e) CONTRACTOR employees and employees of Subcontractors shall wear safety helmet and coverall of the same color with logo/emblem of the main CONTRACTOR.
- (f) MANDATORY FOR THE CONTRACTOR EMPLOYEES WHILE WORKING INSIDE





## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

COMPLEX :

1. Safety Helmet.
2. Safety shoes (Conforming to IS standards with ankle protection, steel toe and anti-skid / acid, alkali and water proof soles).
3. Hand gloves (Leather impregnated cotton hand gloves).
4. Spectacle type goggles with toughened glass lenses, plain face shields with and without chin guards.
5. Other applicable PPEs as per job profile and risk involved.

The contractor must use the "IS/ EN" marked Personal Protective Equipments specific to the job. It is mandatory to have minimum backup stock of all the PPEs in addition to what is already in use at site.

### 6.4 FIRE FIGHTING EQUIPMENT

CONTRACTORS shall furnish all portable fire extinguishers and safety equipment required at construction sites during construction. The fire extinguishers shall be certified by OMPL Fire & Safety dept and proper tag / sticker shall be provided by the CONTRACTOR.

CONTRACTORS shall not use, alter, or move OMPL firefighting equipment. Firefighting equipment shall be accessible at all times. In the event of a fire, CONTRACTOR shall move CONTRACTOR's employees away from the vicinity of the fire and out of the way of firefighting activities in an orderly manner.

### 6.5 SCAFFOLDING AND LADDERS

All scaffolds shall be erected by competent and qualified personnel and shall conform to requirements of OMPL Guidelines and Safe Work Practices for scaffolds and ladders. These requirements include the mandatory inspection, tagging, approval, and certification of erected scaffold before use.

CONTRACTOR's scaffold material samples shall be approved by OMPL prior to procurement.

Scaffolding should be regularly inspected by competent person & provide tag.

### 6.6 USE OF RADIOACTIVE MATERIAL

Only authorized personnel holding valid 'Radiation Work Permit License' issued by Atomic Energy Regulatory Board (AERB) shall handle radioactive material.

CONTRACTOR shall comply with all SAFETY precautions and requirements as specified in relevant clauses of OMPL Procedures and Guidelines.

CONTRACTOR shall ensure that the following basic rules are strictly enforced:

- a) The ionizing radiation source shall not be left unattended.
- b) Radiation film badge Dose Meter shall be used.
- c) The exposure area shall be clearly identified, barricaded by rope or other effective means and

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

radiation warning signs posted.

- d) CONTRACTOR shall coordinate with OMPL Inspection \ Instrumentation Representative to ensure that, the Dose Rate at the barricade does not exceed 0.25 milirems per hour.
- e) CONTRACTOR shall ensure availability of radiation meter at work site of radiography
- f) CONTRACTOR shall give 12 hours prior notice to Engineer In Charge Inspection & Corrosion \ Instrumentation before starting any radiography work inside OMPL.

### 6.7 COMPRESSED GAS CYLINDERS

CONTRACTOR shall comply with the OMPL requirements for storing, handling and using of compressed gas cylinders.

Cylinder which is approved by Chief Controller Of Explosive (CCOE) is only allowed to use in OMPL complex.

Required Safety precaution as per Gas cylinder rule to be adopted and clearance to be obtained from Safety Department.

### 6.8 ROAD CLOSURES

No roads shall be barricaded or blocked in any way without written approval (Permit) from the OMPL's representative. Use of a flag man is required to direct traffic around congested areas. Road workers and workers on roadsides shall wear reflective orange color coverall or jacket.

Barricades, temporary walkways, signs, etc. should be provided for the safety of pedestrians and roadside facilities. Barriers shall be equipped with reflectors or lights so that it is readily discernable at night.

### 6.9 VEHICLE / EQUIPMENT SAFETY CERTIFICATE

All vehicles and engine driven equipment entering OMPL premises require a 'Safety Clearance' as such, CONTRACTOR should meet the following general requirements:

- (a) CONTRACTOR'S Vehicle or mobile equipment shall be in good condition and meet the requirements of 'Vehicle and Equipment Safety'. The number of vehicles/ mobile equipment shall be kept to the minimum essential for the site personnel and work requirements.
- (b) CONTRACTOR'S vehicle or equipment shall be provided with the right type and size of fire extinguisher certified by OMPL Fire & Safety dept.
- (c) An approved type (PESO) of spark arrestor shall be fixed to the exhaust of equipment and vehicles entering hazardous area. Pool cars or buses shall not be allowed to enter hazardous area. Mobile equipment, lifting appliances and vehicles to load or unload material shall only be allowed with work permit and prior authorization.
- (d) In addition, CONTRACTOR'S lifting equipment shall have a valid load test certificate from a Factories Department approved third party. Safety valves on mobile equipment shall also be



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third party certified.

- (e) Reverse horn to be ensured for the vehicle and all other Motor vehicle requirement to be full filled.

### 6.10 SAFETY BOARDS AND SIGNS

CONTRACTOR should provide/install proper and appropriate SAFETY Boards and Signs in their jobsites, yards, workshops, site offices, temporary facilities, roads, transport buses, etc. as per OMPL Guidelines for SAFETY Boards and Signs.

### 6.11 WELDING AND CUTTING

CONTRACTOR should obtain a Hot Work Permit prior to any welding works in OMPL premises and all requirements pertaining to hot work shall be strictly enforced. Only OMPL approved type of Welding Blanket shall be used.

When welding work is carried out in a workshop or any similar location classified as a permit free area, which is approved by OMPL Safety, a work permit is not required but the work shall be adequately supervised. The work area shall at all times be kept clean of combustible and flammable material.

### 6.12. APPLICABILITY OF OMPL SAFETY MANAGEMENT SYSTEM AND PROCEDURES NOT LIMITED TO:-

In addition to be above the CONTRACTOR shall follow the OMPL Safety Management System, Fire & Safety Manual, Permit To Work System, Other procedures as and when applicable.

## 7. WORK PERMITS :

As a general principle, no work in the OMPL Areas can be carried out unless authorized by appropriate work permit, except those specified in the OMPL Guidelines and Procedures for Work Permit System. The nature of work may also require additional authorization, such as Confined Space Entry Authorization, Excavation Authorization etc.

CONTRACTOR shall obtain appropriate written work permit (and additional authorization if required) through its OMPL Representative before starting any work and an approved copy of the permit must be posted at the job site.

CONTRACTOR shall arrange with OMPL representative on the approval requirements for 'Work Permit Authorization', and other essential authorization, where the Class room training and necessary test requirements are conducted.

CONTRACTOR shall arrange SOP along with Job Safety Analysis to be submitted at least 15 days in advance before starting of any activity. Prior information of high risk jobs as planned shall be



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informed with short details of the work, job safety analysis report to the Engineer Incharge at least 48 hours before starting of such jobs. Tool Box Talk to be conducted at plant elaborating the hazard and preventive measure to control risk before starting the job and record to be attached with permit

**8. EMERGENCY RESPONSE AND INCIDENT REPORTING :**

**8.1 EMERGENCY REPOSE**

CONTRACTOR shall ensure that Contractor employees clearly understand their responsibility for an appropriate emergency response as per the OMPL On Site Emergency Management Plan through awareness / refresher training and Safety Talks.

In the event of a fire, CONTRACTOR shall move CONTRACTOR's employees away from the vicinity of the fire and out of the way of firefighting activities in an orderly manner.

**8.2 EMERGENCY (ALARMS)**

There are various alarm tones to indicate emergency situation in the OMPL, as tabulated below. Proceed upwind, or crosswind if release is upwind of your location, as indicated by wind socks/steam plumes. If in a building, shut down ventilation system. Proceed to the appropriate emergency 'assembly area' by the evacuation route as indicated.

Category	Description	Communication
Level 0	Localized Plant Emergency: No site emergency services required , Only plant level response required	No siren / Only local hooter
Level 1	Minor Emergency	Wailing siren (2 Minutes)
Level 2	Major Emergency: Full Site emergency services required	Wailing siren (2 Minutes) will blown three times in 1 minute gap.
Level 3	Disaster: Full Site emergency Services Plus Mutual Aid required and community members will be informed	Wailing siren(2 Minutes) will blown three times in 1 minute gap community members will be informed
All clear	Straight run siren for two minutes.	Continuous siren(2 minutes)
Testing	Every Friday @ 13:00 Hrs.	Continuous siren(2 minutes)

**8.3 PERSONAL INJURIES**

CONTRACTOR shall be responsible and pay for the cost of all necessary first aid, ambulance, and hospital services in case of accident or injury to CONTRACTOR's employees. All injuries sustained by the employees of CONTRACTOR while on OMPL premises shall be reported immediately to



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

the OMPL representative & Sent to OHC for first aid or further treatment as guided by doctor.

**8.4 INCIDENT REPORTING & INVESTIGATION PROCEDURE.**

CONTRACTOR should meet their responsibilities as per the OMPL Incident Reporting and Investigation Procedure. Such incident shall include near miss, personnel injury, occupational illness, and release and spill of pollutants.

**9. SAFETY REPORTS & RECORD REQUIREMENTS:**

The CONTRACTOR shall prepare and submit the monthly safety reports in prescribe format given as Annexure 2 to Fire & Safety Department within the first two working days of the following month

**10. COMPLIANCE WITH STATUTORY REQUIREMENT :**

- Consultants, contractors or other third parties working in the field shall abide by.
  - The safety regulations for working in areas of the work as defined in scope of work.
  - All requirements under The Factories Act 1948 and the rules framed there-under in the Karnataka Factories Rules, as applicable.
  - Applicable Environment Regulations in force and also the systems and procedures in Karnataka/ state of work.
  - OISD Guidelines 207 and other OISD standards / guidelines and Indian Standards.
- Contractor shall follow complete Health, Safety and Environmental (HSE) Policy & Procedure of OMPL.

**11. SAFETY INFRINGEMENT AND PENALTY SCHEME:**

All CONTRACTORS and CONTRACTOR employees working in OMPL areas shall comply with the OMPL SAFETY Procedures, Guidelines and Safe Work Practices. Violation of these OMPL Procedures / Guidelines / Safe Work Practices shall be dealt according to penalty system for CONTRACTORS. As follows

**PENALTY STAGES**

VIOLATION	FIRST	SECOND	THIRD	FOURTH
MINOR	Caution Notice	Penalty Rs. 500/-	Penalty Rs. 1000/- *	Multiplied
MAJOR	Penalty Rs.	Penalty	Penalty	

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

1000/-*	Rs. 2000/- *	Rs. 5000/- *	Multiplied
<p>Note: - The penalties may be revised from time to time by OMPL management.</p>			

- If violation results in Lost Time Accident a Penalty of 3 % of Contract Value subject to ₹1, 00,000 ( Rupees- One Lakhs) max.
- If violation results in fatal case a Penalty of 10 % of Contract Value subject to ₹ 10, 00,000 (Rupees- One Lakhs) max.

**The OMPL reserves the right to impose more severe penalty, i.e. Suspend/terminate the Contract in case of repeated major violation.**

OMPL employee is authorized to charge the infringement note to contractor for any violation observed at site in prescribe format ( Annexure- 3) with the copy to Safety dept. Any disagreement is there, OMPL Engineering In charge shall be the final authority to decide whether an infringement is minor or major for violations which are not listed in the penalty system. Fire & Safety Department is authorized to issue infringement report to the OMPL representative. The Engineer in Charge of the Contract shall take necessary action and provide feedback to Fire & Safety Department.

(a) Minor Violation (Examples)

- Not wearing Personal Protective Equipment (PPE) at work site.
- Blocking of emergency equipment or exits.
- Using unapproved scaffolding.
- Not keeping proper housekeeping
- Not providing shoring for the excavations.
- Over speeding
- Ignoring safety Signage's.
- Using Grinding Machine without wheel guard.
- Tapping Electrical connection without ELCB in place in whole system.
- Using Damaged Welding Cable, faulty joints in the cable & without three pin plug cable.
- Non-use of Flash back Arrestor in oxy-acetylene Cutting Sets.
- Non-availability of standby person at the entry to confined space.
- Abuse of safety equipment/facility including use of Firewater for purpose than fire-fighting/ work permit condition compliance,
- Not-responding to Emergency sirens as per Emergency procedure.
- Non-reporting of Near-miss incident.
- Person working under suspended load in barricaded area.
- Cranes moving on Road with suspended load.
- Working at height without barricading at ground level.
- Dumping excavated earth on edge of excavation.
- Mishandling of Gas cylinders, rolling gas cylinder without trolley.

(b) Major Violation (Examples)

- Smoking, carrying matches or lighter.
- Working without valid work permit.





## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

- Noncompliance to work permits condition.
- Repeating minor violations more than twice.
- Major traffic violation.
- Found guilty of negligent driving resulting in a vehicle accident.
- Use of mobile inside prohibited area of Complex.
- Taking injured worker outside OMPL premises without intimating the OHC.
- Non deployment of Safety Supervisor/ Safety Officer/ Safety Engineer as per clause 5.1 (Plant Safety Organization and Responsibilities).

### 12. List of Annexure

Annexure-1: Specification of PPEs for contractor workmen.

Annexure-2: Contractor Monthly Report Format.

Annexure-3: Penalty Notification for Contractor.

Annexure-4: Appointment of the Contractor Safety Officer

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**Disclaimer Clause:** "The Contractor's Safety Management Guidelines is not a comprehensive collection of statutory obligations, Rules or compendium of safety practices. This is for general Guidelines and Contractor, sub-contractor, vendors and visitors are not absolved from obligations to follow all relevant and applicable statutory obligations, safety compliances and practices not absolved from their accountability and obligations due to any statements of omissions and commissions in this document".

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### Annexure-1

#### Specification of PPEs for contractor workmen.

##### 1. SPECIFICATIONS FOR SAFETY HELMETS-HDPE.

- 1) Helmet Safety Industrial HDPE white colour \*.
- 2) Contractor's Logo at front side.
- 3) Conforming to IS 2925/EN & ISI/ EN marked.
- 4) Nape strap type adj. type 6 point adj. head band & sweat band with 3/4"Cotton Chin strap.

\* Green helmets for Safety Personnel to be provided and used by them.

##### 2. SPECIFICATION FOR FULL BODY SAFETY HARNESS) SAFETY BELT

Full Body Safety Harness (Safety belts) must be double lanyard type with scaffolding hook having self-closing latch (spring type).

Different type of hooks to be available based on the nature of job / type of support. Safety belts should be ISI/ EN marked and should conform to IS 3521 approved.

Safety belts, safety straps, lifelines, permanent anchors and connections should both separately and when assembled:

- a) be capable of supporting safely a suspended load of at least 450 kg (1,000 lb) ; and
- b) Have a breaking strength of at least 1,150 kg (2,500 lb).

If hooks are used for attaching safety belts to fixed anchors, they should be self-closing safety hooks of various types and sizes.

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

When a lifeline or safety strap is liable to be served, cut, abraded or burned, it should consist of a wire rope or a wire-cored fiber rope.

Safety straps should be so fastened to safety belts that they cannot pass through the belt fittings if either end comes loose from its anchorage.

Metal thimbles should be used for connecting ropes or straps to eyes, rings and snaps. Safety belts, safety straps and lifelines should be so fitted as to limit the free fall of the wearer to 1m (3ft 3in).

### 3. SPECIFICATION FOR FALL ARRESSTOR DEVICE

Fall arrestor device with self-retracting cable integrating locking mechanism combined with an energy deception element fully automatic having cables of various lengths, ISI/ EN or any international approval. Only Poly Amide rope shall be used.

### 4. SPECIFICATION FOR DUST MASK

Dust Mask made of superior quality non-aging chemical-resistant rubber half face piece with reflex sealing flaps for protection against nuisance dust, (<0.5 micron) toxic dusts, gases and vapours with replaceable filters.

### 5. SPECIFICATION FOR REPLACEABLE FILTERS

For protection against nuisance dust, toxic dusts, gases and vapours upto a concentration of 500 ppm. To be fitted on aforesaid Dust Mask.

### 6. SPECIFICATION FOR SAFETY SHOES

1. Safety Shoes, Jodhpuri style- as per IS 11226- 1985 with guarantee for 1 & 1/2 years (all weather).
2. Acid/ alkali/ waterproof heat resistant, antiskid green PVC Nitrile sole.
3. Steel toe cap as per relevant "IS".
4. Upper plain leather, high ankle, with metallic 4 eyelets.
5. ISI/ EN marked.
6. The supplier should give guarantee of use of safety shoes during rainy season.

### 7. STANDARD SPECIFICATION FOR PVC HAND GLOVES

Hand contoured for greater comfort & feature an embossed nonslip grip for handling wet or greasy objects cotton flock lining absorbs perspiration maximizes easy on/off black with straight cuff each pair pack.

### 8. SPECIFICATION FOR ELECTRICAL PPE (SHOCK PROOF)

Hand gloves used for live electrical works shall be of proper electrical rating.

Electrical (shock proof) Safety Shoes (Jodhpuri type) with acid/ alkali/ water proof, heat resistant, antiskid sole with guarantee for 1 & 1/2 years (all weather).

1. Upper plain leather.
2. ISI/ EN marked & latest certificate of testing from any of the govt. recognized institution for electrical resistance.



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

GUMBOOTS with steel toe should be used by personnel during rainy season. The aforesaid guidelines are the minimum safety requirements and the contractor should exceed them so as to achieve "ZERO ACCIDENT" which is our MOTO.

### Annexure-2

#### Contractor Monthly report Format.

<span style="font-size: 1.2em; font-weight: bold; color: green;">ONGC Mangalore Petrochemicals Ltd.</span>													
JOB /Work Order NO. :		MONTHLY SAFETY PERFORMANCE REPORT						Date:					
MONTH / YEAR :													
SL. NO.	CONTRACTOR'S NAME	THIS MONTH											
		MANHOURS	LTA	LTD	REC	FAC	NMI						
1													
	TOTAL												
	TOTAL MANDAYS												
INDUCTION / TOOL BOX TRAINING						MAN POWER DETAILS							
SL. NO.	COMPANY'S NAME	HIS MONT WORKERS	UPTO THIS MONTH		Total No of Man Power This Month								
			STAFF	WORKERS									Total No of Working Days this Month
1													
	TOTAL						Average Working Hour Per Day						
RATE		UPTO PREVIOUS MONTH				UPTO THIS MONTH							
FR													
If any : We have implemented following Safety Activities at site For last Month  													
<b>4</b> <b>LEGEND :</b> FR : FREQUENCY RATE ( LTA*10 <sup>6</sup> / TOTAL MANHOURS WORKED ) SR : SEVERITY RATE ( LTD *10 <sup>6</sup> / TOTAL *REC : RECORDABLE INJURY CASE **LTA : LOST TIME ACCIDENT LTD : LOST TIME DAYS ***FA : FIRST AID CASES NMI : NEAR MISS INCIDENT													
PREPARED BY : _____						APPROVED BY : _____							
Safety officer						Contractor Incharge							



TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

Annexure-3:

Penalty notification for Contractor.

Header box containing OMPL logo and ONGC Mangalore Petrochemicals Ltd.

PENALTY NOTIFICATION FOR CONTRACTORS SAFETY VIOLATIONS

From : Date :

To : Engineer in Charge

Given below are violation details of Safety Regulations / Site Instructions committed by a contractor working for your division.

Name :- Cont. Emp. No :-

Contractor :-

Note:-

- The penalties may be revised from time to time by OMPL management.
Engineer in Charge/ HOD to forward this notification further action as per applicability.
Copy of Receipt from Bank to be submitted to Engineer in Charge by the Violator.

Cc: Safety Department & Fire Department.

Immediate action taken:-

Form with checkboxes for violation types (Minor, Major) and recommended actions (Written warning, Suspension, Dismissal, Other).

Annexure-4

Appointment of the Contractor Safety Officer Signature

Annexure III - Safety Engineer / Supervisor appointment

Contractor's Name: - ...

Nos. of Work force at site:-.....

Details of Safety officer / Supervisor

Full Name: - .....

Date of Birth: - ..... Designation: - .....

Appointment date: - .....

Educational Qualification: -

1).....

2).....

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### CONDITIONS FOR MICRO & SMALL ENTERPRISES (MSEs) AND START-UP COMPANIES

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
  - a) District Industries Centers (DIC)
  - b) Khadi and Village Industries Commission (KVIC)
  - c) Khadi and Village Industries Board
  - d) Coir Board
  - e) National Small Industries Corporation (NSIC)
  - f) Directorate of Handicraft and Handloom
  - g) Any other body specified by Ministry of MSME (MoMSME)
  - h) Udyog Aadhaar Acknowledgment /Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
3. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
4. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
5. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
6. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
7. Relaxation of Norms for Micro & Small Enterprises (MSEs):
  - a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises (to the extent of 15%) as per GOI guidelines subject to meeting of quality and technical specifications.
  - b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein OMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.
8. Purchase Preference:

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

- a. Items which are reserved for exclusive purchase from Micro and Small Enterprises shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
- b. Subject to meeting terms and conditions stated in the tender document, twenty five percent of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item/services.
- c. In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.
- d. In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20 percent of the total tendered value (where the tender quantity can be split).
- e. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
- f. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price.
- g. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- h. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- i. For more clarity in this regard, following table is furnished:

Type of Tender	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- j. The purchase preference to MSE is not applicable for works contracts where supply of goods not produced by MSEs is also involved.



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

9. As per the amendment to public procurement policy for micro and small enterprises (MSEs) order 2012, the percentage of procurement of goods & services procured by Government departments/CPSEs from MSEs has been increased from present at least 20% to at least 25% of their total procurement. Out of the twenty five percent target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owner by Scheduled Caste & Scheduled Tribe entrepreneurs and three percent shall be earmarked for procurement from micro and small enterprises owner by women entrepreneurs. In the event of failure of such MSEs (owned by SC & ST / Women) to participate in the tender process or meet the tender requirements and L1 price, seven percent sub-target (4% for MSEs owned by SC & ST and 3% for MSEs owned by Women) so earmarked shall be met from other MSEs.
10. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling OMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
- In case of proprietary MSE, proprietor(s) shall be SC/ST
  - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
  - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 10A. To qualify for entitlement as Women owned MSE, certificate of registration with any one of the agencies mentioned in paragraph (I) above shall be furnished. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling OMPL to ascertain that the MSE is owned by Women entrepreneurs. MSE owned by Women is defined as:
- In case of proprietary MSE, proprietor(s) shall be Women
  - In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
  - In case of Private Limited Companies, at least 51% share shall be held by Women promoters.
11. If the bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

### CONDITIONS FOR START-UP COMPANIES

- Subject to meeting of Quality and Technical specifications, OMPL may consider allowing the participation of "Start-up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
- The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

3. Bid Security/Earnest Money Deposit, Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.

4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein OMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GOI guidelines. Refer NOTICE INVITING TENDER (NIT) / IMPORTANT POINTS / SALIENT FEATURES OF BIDDING DOCUMENT on page no 5 of this document.

5. Start-up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

(To be in the Company letter head)

Date:

**DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES**

Sl.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	
2	Does your organization belong to Micro / Small / Medium scale Industry / others (Please tick mark appropriate box. If bidder is MSE, then please tick mark both)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Medium <input type="checkbox"/> Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/reseller/authorized agent/ distributor <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	Yes <input type="checkbox"/> No <input type="checkbox"/> if yes, SC ST
5	Confirm whether majority stakes of MSME Enterprises is owned by Women entrepreneur (Please tick mark the appropriate and submit supporting document)	Yes <input type="checkbox"/> No <input type="checkbox"/> if yes, % of Stakes owned by Women Entrepreneur: _____ <b>Supporting Document is to be submitted.</b> <i>(We understand and confirm that Benefit for Women Entrepreneur under MSME will not be extended in case of non-submission of supporting document)</i>



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### A) CATEGORISATION OF MSE/SC-ST VENDORS:

1. In case of Micro/Small/Medium scale Enterprises, kindly attach Registration Certificate issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum/Acknowledgment.
2. SC/ST entrepreneurs registered under MSEs need to submit valid documentary evidence.

### B) DECLARATION IN CASE OF MSE BIDDERS:

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs), we hereby declare as under-

1. We are a Micro / Small Enterprise, as on bid closing date of this tender.
2. We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
3. MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

### **Authorized Signatory (With Company Seal & Signature)**

**(Circular No. 19/2017 dated 16.05.2017)**

**38.2. Purchase preference policy (linked with Local Content) (PP - LC) notified vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.**

38.2.1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

38.2.2. Bidders seeking Purchase preference (linked with Local Content) (PP - LC) shall be required to meet / exceed the target of Local Content (LC) of 20%.

38.2.2.1 Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

*"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 20% for claiming purchase preference linked with Local Contents under the Govt. policy against tender No. \_\_\_\_\_ ."*

38.2.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor:

*"We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. 20 % quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OMPL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."*

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

Note:

- a. In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.
- b. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Enclosure – A
- c. In case the bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Enclosure –A The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.

In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipments

- a. then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountant as the case may be.

38.2.2.3 At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Enclosure-A and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

38.2.3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10%, i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

38.2.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

38.2.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

38.2.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

38.2.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OMPL reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

For example:

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

**OR**

*(Alternate clause: applicable for cases where tendered quantity cannot be divided)*

38.2.4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

38.2.5 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide *letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017*.

38.2.6 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OMPL shall have the right to satisfy itself of the production capability and product quality of the manufacturer

### 38.2.7 Determination of LC

38.2.7.1 LC shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

38.2.7.2 The criteria for determination of the Local Content cost shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower based on INR component: and
- c) in the case of working equipment/facility, based on the country of origin.

38.2.7.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### 38.2.8.0 Calculation of LC and Reporting

38.2.8.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

38.2.8.2 Formats for the calculation of LC of goods may be seen at Enclosure-A.

### 38.2.9.0 Certification and Verification

38.2.9.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows

#### 38.2.9.1.2 At bidding stage:

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

- a) Price Break-up:
- (i) The bidder shall provide break-up of "Local Component" and "Imported Component" along with the price bid as per provisions under clause 38.2.2.3
- (ii) Bidder must have LC in excess of the specified requirement
- b) Undertaking by the bidder:
- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause No. 38.2.2.1, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor's Certificate.

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 38.2.2.2.

### 38.2.9.1.3 After Contract Award:

- a) In the case of procurement cases with the value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized Representative of the company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

38.2.9.2 Each supplier shall provide the necessary Local Content documentation to the statutory auditor, which shall review and determine that local content requirements have been met and issue a local content certificate to that effect on behalf of OMPL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

38.2.9.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

38.2.9.4 Where currency quoted by the bidder is other than Indian Rupee, then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

38.2.9.5 OMPL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

### 38.2.10 Sanctions

38.2.10.1 OMPL shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.





**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

38.2.10.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

38.2.10.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OMPL shall initiate action for blacklisting such bidder/successful bidder.

38.2.10.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

38.2.10.5.1 In pursuance of the clause No. 38.2.10.4 above, towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure-B) equivalent to the amount of PBG.

38.2.11. Bidders should note that PP - LC shall not be available in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically Manufactured Electronic Products (DMEP).

(BL/01/102 dated 24.10.2017)

**38.3 Allowing Preference to eligible MSE bidder(s) over PP- LC bidder(s)**

(For the tenders where tender quantity cannot be divided/split or cannot be procured from multiple sources, following provisions shall be incorporated in the tender conditions where purchase preference to both PP-LC bidders and MSEs is applicable):

(i) Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match its rates with that of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder. .

(ii) Where MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

(iii) In case L1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

**Enclosure -A**

**CALCULATION OF LOCAL CONTENT-GOODS**

Name of Manufacturer	Calculation by manufacturer Cost per one			
Cost component	Cost (Domestic Component ) a	Cost (imported component ) b	Cost Total Rs/US \$	% Domestic Component d= a/c



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

I.	Direct material cost				
II.	Direct labour cost				
III.	Factory overhead				
iv.	Total production cost				

Note:-

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IVb)}}{\text{Total cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV a)}}{\text{Total cost (IV.c)}} \times 100$$

**Enclosure -B**

**Proforma of Bank Guarantee towards Purchase Preference -Local Content**

Ref. No.

Bank Guarantee No  
Dated

To,

ONGC MANGALORE PETROCHEMICALS LTD

India Dear Sirs,

1. In consideration of ONGC MANGALORE PETROCHEMICALS LTD, incorporated under the Companies Act, 1956,(hereinafter referred to as 'OMPL', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OMPL having agreed that the CONTRACTOR shall furnish to



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

OMPL a Bank guarantee for Indian Rupees/US\$ ..... for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/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 permitted assignees) do hereby guarantee and undertake to pay to OMPL immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OMPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal.

We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OMPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that OMPL 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 OMPL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees 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 CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OMPL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OMPL or any indulgence by OMPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. 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 all dues of OMPL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OMPL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OMPL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. /US\$ (in figures) (Indian Rupees/US Dollars (in words) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OMPL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OMPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this day of 20\_\_ at.....

WITNESS NO. 1

(Signature)  
Full name and official  
address (in legible letters)

(Signature)  
Full name, designation and  
address (in legible letters)  
with Bank stamp

Attorney as per power of  
Attorney No.....  
Dated.....

WITNESS NO. 2

(Signature)  
Full name and official  
address (in legible letters)

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### TAXES AND DUTIES (APPLICABLE TO OMPL, BEING AN SEZ UNIT)

#### A. Indian Bidders

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

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

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

43.3.1 As per the IGST Act,

(i) Supply of goods or services or both to a SEZ unit shall be treated to be a supply of goods or services or both in the course of inter-State trade or commerce. **[Refer Sec. 7(5)(b) to IGST Act]**

(ii) The supply of goods or services where the location of the supplier and the place of supply of goods or services are in the same State or same Union Territory shall be treated as intra-State supply. However, the supply of goods or services to a SEZ unit shall *not be treated* as intra-State supply. **[Refer Sec. 8(1) & 8(2) of IGST Act]**

(iii) The supply of goods or services or both to a SEZ unit amounts to "zero rated supply" of goods or services or both. **[Refer Sec. 16(1) (b) of IGST Act]**

(iv) Subject to provisions of Sec. 17(5) of the Central Goods and Services Tax Act, 2017 (*hereinafter referred to as 'CGST Act'*), credit of input tax may be availed for making zero-rated supplies, and notwithstanding that such supply may be an exempt supply. **[Refer Sec. 16(2) of IGST Act]**

(v) A registered person making zero rated supply shall be eligible to claim refund under either of the following options, namely:

(a) He may supply goods or services or both under bond or Letter of Undertaking, subject to such conditions, safeguards and procedure as may be prescribed, without payment of integrated tax and claim refund of unutilized input tax credit; or

(b) He may supply goods or services or both, subject to such conditions, safeguards and procedure as may be prescribed, on payment of integrated tax and claim refund of such tax paid on goods or services or both supplied, in accordance with the provisions of section 54 of the Central Goods and Services Tax Act or the rules made thereunder. **[Refer Sec. 16(3) of IGST Act]**

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

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

a) The supplier shall furnish the Bond/LUT to GST authority before making the zero-rated supply. (Refer Form GST-RFD-11 & related Rules, Circular No. 4/4/2017-GST dated 07/07/2017 & suppliers from Karnataka State may also refer Commissioner of Commercial Taxes Circular No. 06/2017-18, dated 13/07/2017).

b) The Tax Invoice for this supply shall carry an endorsement "SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX" and also the details of bond/LUT furnished to GST authority.

c) The tax invoice for supply of goods or services or both to SEZ Unit shall be presented to the specified officer of the Zone for its endorsement. (Any change in the law or procedure relating to the SEZ Act or Rules made thereunder shall be complied with from time to time).

## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

d) The supplier of goods or services or both to a SEZ unit may claim refund of unutilized input tax credit in terms of Sec. 16(3)(a) of IGST Act read with Rule 89 of the CGST Rules, 2017. Alternatively, he may utilise the input tax credit attributable towards the supplies made to SEZ for paying his output tax liability as per Input Tax Credit provisions in terms of Section 16, 17 and 18 of CGST Act read with Rule 36 to 45 of CGST Rules, 2017.

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

a) The Tax Invoice for this supply shall carry an endorsement “SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS ON PAYMENT OF INTEGRATED TAX”. Further supplier shall indicate in their tax invoice that “The IGST amount mentioned in the invoice shall be paid by the registered person making zero-rated supply without claiming the same from SEZ Unit”.

b) The tax invoice for supply of goods or services or both to SEZ Unit shall be presented to the specified officer of the Zone for its endorsement. (Any change in the law or procedure relating to the SEZ Act or Rules made thereunder shall be complied with from time to time).

c) The supplier of goods or services or both to a SEZ unit may claim refund of IGST paid in terms of Sec. 16(3)(b) of IGST Act read with Rule 89 of the CGST Rules, 2017.

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

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

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

43.7 Income Tax / Corporate Tax:

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

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

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





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

No. Of Location/GSTIN	One/Single Location.
Address of the Location	<b>ONGC MANGALORE PETROCHEMICALS LTD (an SEZ Unit)</b> Mangalore Special Economic Zone, Permude, Mangaluru – 574 509
Nature of Business Activity	<b>SEZ Unit - Factory / Manufacturing</b>
PAN	AAF0322D
Application Reference Number (ARN)	AA2903170485621
<b>Provisional GSTIN</b>	<b>29AAF0322D1ZY</b>

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

SI	Name of Vendor	Location / Address	Provisional GST No. / GST no.

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(PDEB)**

**Section III**

	<b>Section III</b>
<b>1.</b>	<b>FORMS &amp; FORMATS</b>
<b>i.</b>	<b>Statement Of Credentials</b>
<b>ii.</b>	<b>Vendor Form For Electronic Funds Transfer Payment &amp; Tax Details</b>
<b>iii.</b>	<b>Declaration regarding relations with any of the OMPL Directors</b>
<b>iv.</b>	<b>Declaration regarding Holiday/Blacklisting by any PSU/ Government of India</b>
<b>v.</b>	<b>Compliance To Bid Requirement</b>
<b>vi.</b>	<b>Declaration &amp; Undertaking By Micro &amp; Small Scale Enterprises / Start-up Companies</b>
<b>vii.</b>	<b>Proforma of Bank Guarantee For Earnest Money Deposit (EMD)</b>
<b>viii.</b>	<b>GST Registration Details</b>
<b>ix.</b>	<b>BQC/BEC Turnover/PO/WO Details</b>
<b>x.</b>	<b>Integrity Pact</b>
<b>xi.</b>	<b>Checklist For Bidders</b>



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE  
(PDEB)**

**FORMAT-III (1) I**

**STATEMENT OF CREDENTIALS**

(Attachment to Technical bid)

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

1. Name of the Firm
2. Nature of the Firm  
(State whether Limited Company, partnership Firm, Co-op. Society or Sole Proprietor, Photocopies of documents Confirming constitution of the firm to be Enclosed)
3. Year of Establishment
4. Registration Number, if any
5. Registered Postal Address
6. Telegraphic Address, if any
7. Telephone No. (s)
8. Fax No. (s), if any
9. E-mail ID, if any
10. Address of Branches, if any
11. Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No. (s).
12. Name (s) of Authorised Representatives (s)  
Note: Power of Attorney signed by the Director(s)/
13. Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed
14. Type of job in which engaged as independent Manufacturer/ contractor
15. Were you associated with OMPL in any Other contract in the past
16. Are you currently having any contract with OMPL
17. Are you on the approved list of other Oil Cos/ Public Sector Undertakings / govt.



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

Dept. Etc. If so, furnish true copies of Certificates certifying your performance

18. Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job
19. Furnish Audited Balance sheet for last 3 Years ending previous financial year.
20. Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the brief experience of the parties
21. Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided
22. Brief Description of the job methodology/Quality Assurance:
23. Details of Testing methods and equipments that will be made available.
24. Details of your Past Experience in the country (India) in this nature of job.
25. 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



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**FORMAT-III (1) II**

**VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS**

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

To: Finance Dept. ONGC Mangalore Petrochemicals Ltd., Mangalore Special Economic Zone Mangalore. (Karnataka), Pin Code-574509, INDIA	
The following is a confirmation/ updation of our bank account details and I/we hereby affirm our choice to opt for payment of amounts due to us under various contracts through electronic mode.	
1. Vendor/ Contractor particulars:	
(i)	Name of the Company:
(ii)	Existing Vendor Code ( if given by OMPL)
(ii)	Complete Postal Address:
(iii)	Pin code/ ZIP code:
(iv)	Telephone nos. (with country/area codes):
(v)	Fax No.: (with country/area codes):
(vi)	Cell phone Nos.:
(vii)	Contact persons /Designation:
(viii)	Email IDs:
2. Bank Account Particulars:	
(i)	Name of the Account holder:
(ii)	Complete Bank Account No. (for Electronic Funds Transfer):
(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)	GST No. (if available/ applicable):
4. Organisational information:	
(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Specify):
I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.	
Name, Seal & Signature of Authorised Signatory	
Certified that the Particulars as in Sr. No. 2 above are correct as per our records.	
----- Bank Seal & Signature	



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**FORMAT-III (1) III**

**Declaration regarding relations with any of the OMPL Director / Employed in Public Sector/Govt. Institution**

(To be submitted on Company letter head)

**Date: .....**

**A. Declaration regarding relations with any of the OMPL Directors**

Details, if any shall be provided by the bidder.

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**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.

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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**





**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**PE (Permanent Establishment) Declaration Format**

To,  
M/s ONGC Mangalore Petrochemicals Ltd  
Mangalore Special Economic Zone (MSEZ) Unit,  
Permude Village, Mangalore 574509

Kind Attention: Chief Finance Officer

Dear Sir,

Sub: Permanent Establishment Declaration for the period 1<sup>st</sup> April 20\_\_ to 31<sup>st</sup> March 20\_\_

We hereby certify that,

1. M/s. \_\_\_\_\_, are limited company registered/incorporated under the laws of \_\_\_\_\_ (Company Registration No. \_\_\_\_\_)
2. We are liable to tax in \_\_\_\_\_. Our tax registration number is \_\_\_\_\_
3. We are tax resident of \_\_\_\_\_ within the meaning of Article 7 read with Article 5 of DTAA entered of in to between India and \_\_\_\_\_
4. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the India- \_\_\_\_\_ Double Taxation Avoidance Agreement ('India- \_\_\_\_\_ tax treaty'). In this regard, it is further confirmed that:
  - The Company does not have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5(1) of the India - \_\_\_\_\_ tax treaty
  - The Company is not likely to have a fixed place of business in India through which its business will be wholly or partly conducted as stipulated in Article 5(1) of the India - \_\_\_\_\_ tax treaty
  - The Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the India- \_\_\_\_\_ tax treaty during the period.
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.
6. We are entitled to the benefits of DTAA entered into between India and \_\_\_\_\_.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

Thanking You,

For M/s \_\_\_\_\_

Authorized Signatory



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**FORM NO. 10F**

**[See sub-rule (1) of rule 21AB]**

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I ..... \*son/daughter of Shri. .... in the capacity of ..... (designation) do provide the following information, relevant to the previous year. .... \*in my case/in the case of. .... for the purposes of sub-section (5) of \* section 90/section 90A:—

Sl.	Nature of information	:	Details#
(i)	Status (individual; company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	2018-19
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of ..... (name of country or specified territory outside India)

Signature: .....

Name: .....

Address: .....

Permanent Account Number: .....

Verification

I ..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the ..... day of .....

Signature of the person providing the information

Place: .....

Notes: 1. \*Delete whichever is not applicable 2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

SIGNATURE OF THE BIDDER WITH SEAL



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE  
(PDEB)**

**FORMAT-III (1) IV**

**DECLARATION ON BAN/HOLIDAY LISTING**  
(To be submitted on Company letter head)

**Date: .....**

M/s \_\_\_\_\_ hereby declare/clarify that we have not been banned/  
delisted/ blacklisted/ on holiday list of any Government Body/ Quasi Government agency/ Public  
Sector Undertakings.

**Stamp & Signature of the Bidder**

NOTE: If a bidder has been banned by any Government or Quasi Government agencies or PSU's, this fact  
must be clearly stated with details. If this declaration is not given along with the unpriced bid, the tender  
will be rejected as non-responsive.



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE  
(PDEB)**

**FORMAT-III (1) V**

**COMPLIANCE TO BID REQUIREMENT  
(To be furnished on letter head)**

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 : \_\_\_\_\_

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**FORMAT-III (1) VI**

**DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES / STARTUP COMPANIES**

**(To be submitted on Company Letterhead)  
APPLICABLE FOR ONLY INDIAN BIDDERS**

**Date: .....**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	_____
<b>2</b>	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<ul style="list-style-type: none"> <li>• Micro</li> <li>• Small Scale</li> <li>• Medium</li> <li>• Startup Company</li> <li>• Others</li> </ul>
	In case of MSEs, i) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.): ii) MSME Registration no. (with copy of registration) iii) Udyog Aadhaar Memorandum no.	_____ _____ _____
<b>3</b>	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<ul style="list-style-type: none"> <li>• Manufacturer for supply items</li> <li>• Service Provider for services</li> <li>• Trader/reseller/authorized agent/ distributor</li> <li>• Non MSE Bidder</li> </ul>
<b>4</b>	In case you belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	<ul style="list-style-type: none"> <li>• Yes</li> <li>• No</li> </ul> <b>if yes,</b> <ul style="list-style-type: none"> <li>• SC</li> <li>• ST</li> </ul> (Please specify names and percentage of shares held by SC/ST Partners): _____%



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

### • CATEGORISATION OF MSE/SC-ST VENDORS

- In case of Micro/Small/Medium scale Enterprises, **kindly attach Registration Certificate** issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum/Acknowledgment.
- SC/ST entrepreneurs registered under MSEs need to submit valid documentary evidence.

### Authorized Signatory (With Company Seal & Signature)

### • CATEGORISATION OF START-UP COMPANIES

Bidder who intends to participate as "Start-up" company should also enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

### • DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under-

- We are a Micro / Small Enterprise, as on bid closing date of this tender.
- We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- We are a "Start-up" company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

**Authorized Signatory  
(With Company Seal & Signature)**



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE  
(PDEB)**

**FORMAT-III (1) VII**

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

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

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

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

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





**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

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

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

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

IN WITNESS WHEREOF the Bank has executed this document on this\_\_\_\_\_day of\_\_\_\_\_2018.

For\_\_\_\_\_Bank

\*Pl. mention/put specific date



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**FORMAT-III (1) VIII**

**GST REGISTRATION DETAILS**

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

<b>SI</b>	<b>Name of Vendor</b>	<b>Location / Address</b>	<b>Provisional GST No. / GST no.</b>

**Signature  
Seal**

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**FORMAT-III (1) IX**

**(BID QUALIFICATION CRITERIA)**

<b>(1)</b>	<b>Bidder Qualification Criteria as per Tender terms &amp; conditions. The relevant documentary evidence like work order copies, completion certificates etc. are required to be furnished along with Technical Bid substantiating the qualification towards relevant experience / technical criteria (Documentary proof to be attached along with technical Bid).</b>			
	<b>ORDER /AWARD NOS.</b>	<b>ORDER DATE AND COMPLETION DATE</b>	<b>ORDER /AWARD AMOUNT</b>	<b>CLIENT NAME</b>
<b>(2)</b>	<b>Annual turnover of the Bidder shall be as specified in tender documents in any of the three preceding financial years i.e. 2015-2016, 2016-2017 and 2017-2018. Copy of the latest Audited balance sheet, Profit &amp; Loss account and copy of IT returns required to be furnished for the one particular financial year which meets above requirement along with Technical Bid.</b>			
	<b>FINANCIAL YEAR (Tick as applicable)</b>	<b>Indicate Currency used for Financial Statement:_____</b>		
	<b>Year</b>	<b>ANNUAL TURNOVER</b>	<b>NET WORTH</b>	
	<b>2015-2016</b>			
	<b>2016-2017</b>			
	<b>2017-2018</b>			
<b>Confirmation for Tender Terms &amp; conditions / EMD [Please Tick (✓) as applicable]</b>				
<b>1</b>	Confirm that your Bid is valid as per tender terms & conditions of the last date of submission of Bid			
<b>2</b>	Confirm your compliance to TERMS AND CONDITIONS of Bidding Document			
<b>Note:</b>				
Documentary Evidence is attached for experience criteria as per BOC is attached along with Technical Unpriced Bid.				
Non-compliance to any of the BOC will lead to outright rejection of the bid without any further reference to the bidders.				



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE  
(PDEB)**

**FORMAT-III (1) X**

(Applicable for Contract/Order Value more than INR 1 Crore)

**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. \_\_\_\_\_ 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 commit 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



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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For "The Principal"

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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.

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

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

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

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

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

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



## TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)

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

### Section 4 - Compensation for Damages

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

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For "The Principal"

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For "The Bidder/Contractor"

### Section 5 - Previous transgression

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

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

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

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

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



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

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

**(To be decided by the Chairperson of the Principal)**

(1) The Principals appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

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

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

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For "The Principal"

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For "The Bidder/Contractor"

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

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

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

(9) The word "Monitor" would include both singular and plural.





**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**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.

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

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

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

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For "The Principal"

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

Place: Mangalore

Witness 1:

Date:.....

Witness 2:

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For "The Principal"

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For "The Bidder/Contractor"

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**FORMAT-III (1) XI**

**CHECK – LIST FOR BIDDERS**

Please ensure these major Terms & Conditions before submitting you bids in order to **avoid REJECTION** of your offer.

<b>Sl</b>	<b>Details / Terms &amp; Conditions</b>	<b>Yes / Attached</b>	<b>No</b>	<b>Not Applicable</b>
<b>1</b>	EMD, If applicable			
<b>2</b>	EMD Exempted for being MSEs / Start-up			
	Relevant Certificate of MSEs / Start-up Certificate from DIPP is required to be submitted			
	In case of Women/SC/ST entrepreneurs belonging to MSE, documentary proof submitted			
	Declaration & Undertaking By Micro & Small Scale Enterprises / Start-up Companies			
<b>3</b>	Relevant Documents and confirmation towards BQC / PQC if applicable			
<b>4</b>	Relevant Documents and confirmation towards BEC and Rejection Criteria			
<b>6</b>	Duly signed and company sealed copy of Integrity Pact if applicable			
<b>7</b>	Duly signed and company sealed copy of whole tender document			
<b>8</b>	Duly filled up and attached Technical (Unpriced) Bid & all applicable formats of Tender Document			
<b>9</b>	Separate sheet(s) for Deviation if any, from the tender conditions with seal and signature of authorized personnel			
<b>10</b>	Blank copy (without price) of Schedule of Rates duly signed and stamped on each page has been submitted along with Technical Bid (Part-I)			
<b>11</b>	Price for all items has been submitted as per Format in a separately sealed envelope superscribing "PRICE PART" in One original			
<b>12</b>	Offer in Two bids i.e. Part I (Techno-commercial Unpriced Part + EMD) & Part II (Only Price bid as per Price Format)			

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**Deviation statement**

Bidders must state categorically whether or not their offers meets all the requirements listed in the technical specifications. Any deviation from OMPL requirement should be listed. Any deviation not listed in this statement shall be considered as compliance.

Vendor has to fill up this table and has to be sent along with the bid documents.

SI	COMPLIANCE REQUIREMENT	Details/ Deviations/Remark
1	<b>Technical Specification is read and Understood</b>	Yes
2	<b>Technical deviations, if any</b>	
3	<b>Commercial deviations, if any</b>	

\* Deviation taken or noted elsewhere will not be considered.

**Seal & Sign of the Bidder:**

**Please specify ISO Tanker/Containers size and no. of ISO Tanker/Containers in the below format:**

SI.	ISO Tanker/Containers size	No. of ISO Tanker/Containers



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

<b>Section IV</b>	
	<b>PRICE SCHEDULE / SCHEDULE OF RATES (SOR)</b>
<b>1.</b>	<b>Price Schedule / Schedule Of Rates (SOR) Format for Indigenous Bidders</b>
<b>2.</b>	<b>Price Schedule / Schedule Of Rates (SOR) Format for Indian Bidders (High Sea Sale Supply)</b>
<b>3.</b>	<b>Price Schedule / Schedule Of Rates (SOR) Format for Foreign Bidders</b>

**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**SECTION-IV (1)  
SCHEDULE OF RATES (SOR)  
(For Indigenous Bidders)**

Sl.	Description	UOM	Qty. in Tonnes	Unit Price per Ton (INR)	Total Price (INR)
A	Supply of Desorbent i.e. Para Diethyl Benzene (PDEB) (As per Technical Specifications & Scope of Supply and other terms & Conditions of Tender Document)	MT	230		
B	P& F Charges				
C	Transportation Charges up to OMPL Mangalore Permude site				
D	<b>TOTAL AMOUNT ON FOR OMPL MANGALORE PERMUDE SITE BASIS (A+B+C)</b>				
	<b>TOTAL Amount (in Words): _____</b>				

**Note:**

- i) Bidders have to quote firm P&F charges and Transportation charges. P&F and Transportation till OMPL Mangalore Permude site is in the scope of supplier. Transit Insurance for the material (Desorbent) is in OMPL scope; however Transit Insurance for the ISO Container/Tanker is in supplier's scope.
- ii) Bidder must quote all the applicable components of price bid format up to "FOR OMPL site" failing which their bid will not be considered. In case any of the components of price bid format is not applicable or included in the Ex Works rates, bidder to clearly write "Included" or "Not Applicable" in the respective space provided. Bidder quoting for only up to "Ex-Works" rates will be summarily rejected.
- iii) Goods and Service Tax (GST): Supply to SEZ units under the GST shall be treated as supply in the course of inter-State trade or commerce and the same will be treated as "zero rated supply" as per IGST Act. Accordingly Supplier shall not charge GST on supply to OMPL. For details please refer Taxes & Duties (Section II) of tender document.
- iv) Bidder must quote strictly as per this price bid format. The bids which do not comply with this price bid format are liable for outright rejection. Any deviation to the enquiry/tender conditions shall be liable offer for rejection.
- v) No whitener/overwriting are allowed. The rates should be quoted in indelible ink. Cutting if any must be properly initiated by authorized signatory of the bidder.
- vi) Bids determined to be substantially responsive will be checked by OMPL for any arithmetic errors. Errors will be corrected by OMPL as follows: (a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; (b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and total price shall be corrected.(c) Where there is a discrepancy between the quoted sum total of amount and calculated actual total of the amount, the calculated actual total of the amount shall prevail and the total price shall be corrected.

**Name of Bidder:**  
**Contact Details:**

*Signature of the Bidder*  
*Seal/Stamp of the Bidder*



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**SECTION-IV (2)  
SECTION-VI (B): SCHEDULE OF RATES (SOR)  
(For Indigenous Bidders on High Sea Sale (HSS) basis)**

Sl.	Description	UOM	Qty. in Tonnes	Unit Price per Ton (INR)	Total Price (INR)
A	Supply of Desorbent i.e. Para Diethyl Benzene (PDEB) (As per Technical Specifications & Scope of Supply and other terms & Conditions of Tender Document)	MT	230		
B	P&F Charges including seaworthy packing				
C	Sea Freight Charges on CIF Mangalore Seaport				
D	<b>TOTAL Amount on CIF Mangalore Seaport (Incoterm 2010) (A+B+C)</b>				
	<b>TOTAL Amount (in Words):</b> _____				

**Note:**

- P&F and Sea Freight till CIF Mangalore Seaport are in the scope of supplier. Transit Insurance for the material (Desorbent) is in OMPL scope; however Transit Insurance for the ISO container/tanker is in supplier's scope.
- Bidder must quote all the applicable components of price bid format on CIF Mangalore Port basis failing which their bid will not be considered. In case any of the components of price bid format is not applicable or included in the Ex Works rates, bidder to clearly write "Included" or "Not Applicable" in the respective space provided. Bidder quoting for only up to "Ex-Works" rates will be summarily rejected.
- Bidder must quote strictly as per this price bid format. The bids which do not comply with this price bid format are liable for outright rejection. Any deviation to the enquiry/tender conditions shall be liable offer for rejection.
- No whitener/overwriting are allowed. The rates should be quoted in indelible ink. Cutting if any must be properly initiated by authorized signatory.
- Bids determined to be substantially responsive will be checked by OMPL for any arithmetic errors. Errors will be corrected by OMPL as follows: (a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; (b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and total price shall be corrected.(c) Where there is a discrepancy between the quoted sum total of amount and calculated actual total of the amount, the calculated actual total of the amount shall prevail and the total price shall be corrected.
- Custom clearance from Mangalore Seaport and further inland transportation & insurance of the materials (Desorbent) from the Mangalore port till OMPL Mangalore Permude site shall be carried out by OMPL through CHA; however Transit Insurance for the ISO container/tanker is in supplier's scope.

**Name of Bidder:**

**Contact Details:**

*Signature of the Bidder/ Seal/Stamp of the Bidder*



**TENDER FOR SUPPLY OF 230MT OF DESORBENT i.e. PARA DIETHYL BENZENE (PDEB)**

**SECTION-IV (3)  
Schedule of Rates (SOR)  
(For Foreign Bidders)**

Sl.	Description	UOM	Qty. in Tonnes	Please Indicate Currency of Quote here:	
				Unit Price per Ton	Total Price
A	Supply of Desorbent i.e. Para Diethyl Benzene (PDEB) (As per Technical Specifications & Scope of Supply and other terms & Conditions of Tender Document)	MT	230		
B	P&F Charges including seaworthy packing				
C	Sea Freight Charges on CIF Mangalore Seaport				
D	<b>TOTAL Amount on CIF Mangalore Seaport (Incoterm 2010) (A+B+C)</b>				
	<b>TOTAL Amount (in Words):</b> _____				

**Note:**

- i) P&F and Sea Freight till CIF Mangalore port is in the scope of supplier. Transit Insurance for the material (Desorbent) is in OMPL scope; however Transit Insurance for the ISO container/tanker is in supplier's scope.
- ii) Bidder must quote all the applicable components of price bid format on CIF Mangalore Seaport basis failing which their bid will not be considered. In case any of the components of price bid format is not applicable or included in the Ex Works rates, bidder to clearly write "Included" or "Not Applicable" in the respective space provided. Bidder quoting for only up to "Ex-Works" rates will be summarily rejected.
- iii) Bidder must quote strictly as per this price bid format. The bids which do not comply with this price bid format are liable for outright rejection. Any deviation to the enquiry/tender conditions shall be liable offer for rejection.
- iv) In case of any contradiction in the amount mentioned in figures and words, the amount mentioned in words will prevail. In case of discrepancy between unit and total price, unit price shall prevail. No whitener/overwriting are allowed. The rates should be quoted in indelible ink. Cutting if any must be properly initiated by authorized signatory.
- v) Bids determined to be substantially responsive will be checked by OMPL for any arithmetic errors. Errors will be corrected by OMPL as follows: (a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; (b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and total price shall be corrected.(c) Where there is a discrepancy between the quoted sum total of amount and calculated actual total of the amount, the calculated actual total of the amount shall prevail and the total price shall be corrected.
- vi) Custom clearance from Mangalore Seaport and further inland transportation & insurance of the materials (Desorbent) from the Mangalore Seaport till OMPL Mangalore Permude site shall be carried out by OMPL through CHA; however Transit Insurance for the ISO container/tanker is in supplier's scope.

**Name of Bidder:**  
**Contact Details:**

*Signature of the Bidder/ Seal/Stamp of the Bidder*