



ONGC Petro-additions Limited

Plot No. Z/1 & Z/83, Dahej, SEZ-I, Taluka: Vagra Dist.: Bharuch-392130.

Dt: 16.08.2024

To,

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NOTICE INVITING TENDER UNDER TWO BID SYSTEMS

Dear Sirs,

SEALED TENDERS in DUPLICATE under "Two Bid System" are invited for "Procurement of Pipe & Fittings for various MOC jobs in PE swing unit of Polymer plant at OPaL, Dahej" in the prescribed bid forms given in the bid documents. The details of the tender are given below.

1.	Tender No.	2440C00423
2.	Description of work	Procurement of Pipe & Fittings for various MOC jobs in PE swing unit of Polymer plant at OPaL, Dahej
3.	Type of Tender	Open Tender under two bid system
4.	Period for sale of tender	16.08.2024, 09.00 Hrs to 06.09.2024 till 14:00 Hrs
5.	Closing date & time for tender submission	06.09.2024 at 14:00 Hrs.
6.	Date & time of Opening Tender	
	a) Techno-commercial bid	06.09.2024 at 15:00 Hrs.
	b) Price Bid	To be intimated later, after evaluation and short-listing of Un-priced techno-commercial Bids.
7.	Earnest Money Deposit in the form of DD or Pay order/ NEFT	₹. 1,37,300/- (Rupees One Lakh Thirty-Seven Thousand Three Hundred Only)
8.	Qualifying and Evaluation criteria	As per Bid Evaluation Criteria (Annexure V)
9.	Issuing office address	Material Management Department ONGC Petro additions Limited Plot No. Z/1 & Z/83, Dahej, SEZ-I Taluka: Vagra Dist.: Bharuch-392130
10.	Bid Submission address	Kind Attn: Mr. Vinoj VK (9099938461) Leave Reserve Officer: Mr. Kunal Patel (9099008175) Material Management Department ONGC Petro additions Limited Plot No. Z/1 & Z/83, Dahej, SEZ-I Taluka: Vagra Dist.: Bharuch-392130
11.	Bid validity	90 days from the date of opening of bid
12.	Performance Bank Guarantee/ Security Deposit	(To be submitted within 15 days from the date of issue of PO) Value: 10% of the PO value Validity: Delivery + 60 days

(Sign & Stamp of Bidder)



Tender No. 2440C00423

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13.	In case SD amount is up to Rs.3.0 Lakh, supplier has to submit in the form of DD/ NEFT/ RTGS only	DD should be Payable to ONGC Petro additions Limited payable at par In case of NEFT/ RTGS, OPaL bank details are as under: Name: ONGC Petro additions Ltd. A/c No.59780400000004 Bank Name: Bank of Baroda Branch Name: Dahej, SEZ OPaL, Bank Address: Room No.10, PMC Building, OPaL, Dahej Taluka: Vagra, Bharuch, Gujarat – 392130 MICR Code: 392012074 Swift Code: BARBINBBGNF IFSC Code: BARB0DAHSEZ (Fifth Character is Zero)
14.	In case SD amount is above Rs.3.0 Lakh, supplier may submit in the form of BG through SFMS	In case of BG form, OPaL bank details are as under: Name: ONGC Petro additions Ltd. Bank Name: State Bank of India, CAG II Branch, New Delhi Branch Code: CAG II, New Delhi (17313) MICR Code: 110002562 Swift Code: SBININBB824 IFSC Code: SBIN0017313

Notes:

1. Tender is non-transferrable.
2. Two bid systems shall be followed for this tender.
3. Tender documents can be downloaded from ONGC Petro additions Limited website www.opalindia.in or can be purchased from registered office at above mentioned address during tender sale period during office hours.
4. OPaL expects the bidder to comply with the tender specification/conditions. OPaL may or may not seek any clarification after opening of the bids. The bidders not complying with the terms & conditions of the tender and offers indicating exceptions/ deviations may be rejected without seeking any clarification.
5. In case of unscheduled holiday in OPaL on any of the above prescribed dates, the next working day will be treated as scheduled/ prescribed date of the corresponding event with time notified remaining the same.
6. OPaL reserves the right to cancel or annul the tender or part thereof, without assigning any reason whatsoever.
7. Tenderers should take due care to submit tenders in accordance with requirement in sealed covers. Offers sent without Bid security & Bid Securing Declaration will be rejected straightaway.
8. Bid Declaration should be submitted as per the prescribed format in company Letterhead. Offers submitted with bid declaration other than the prescribed format shall be rejected (Pls ref Point 17.3 in Annexure-I)



**Materials Management
ONGC Petro additions Limited**



INSTRUCTIONS TO BIDDERS**A. INTRODUCTION**

ONGC Petro additions Ltd. (OPaL) is a multi-billion joint venture Company, was incorporated in 2006 with Oil and Natural Gas Corporation Limited (ONGC), Gas Authority of India Limited (GAIL) and Gujarat State Petroleum Corporation Ltd. (GSPCL) as its promoters. OPaL is setting-up a mega Petrochemical project at Dahej Special Economic Zone (SEZ) in Gujarat.

The details of the Supplies/Goods, which the Company requires, for which bids are hereby invited, are described in Annexure-III-Scope of Supply.

The overall responsibility for the complete scope of supply described in Annexure-III will rest with the successful bidder.

1. ELIGIBILITY AND EXPERIENCE OF THE BIDDER

1.1. Bidders should meet the Eligibility and Experience criteria set forth in the Bidding document as qualifying criteria at Annexure-V.

1.2. Bidder should submit supporting documents in the proper format as per BEC.

2. TENDER FEE

DELETED

3. TRANSFER OF BIDDING DOCUMENTS

Bidding document is not transferable.

4. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and OPaL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENT**5. Contents Of Bidding Document**

5.1. The scope of supply, bidding procedures and Contract terms are described in the bidding document.

5.2. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents.

5.3. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications. However, OPaL at its discretion may ask the bidders to comply/ conform within stipulated time as the case may be.

5.4. In addition to the Invitation for Bids, the bidding document includes:

Annexure	Appendix	Details
ANNEXURE I	Instructions to Bidders	
	Appendix 1	Bidder General Information
	Appendix 2	Bidders Past Services (Experience) Pro forma
	Appendix 3	Matrix for Techno-commercial Evaluation
	Appendix 4	Bid Compliance Statement
	Appendix 5	Authorization Letter for attending Tender Opening
	Appendix 6	Pro forma of Certificate on Relative of Directors of OPaL
	Appendix 7	Pro forma for Performance Bank Guarantee
	Appendix-8	Undertaking for Authenticity of documents
	Appendix-9	Guidelines for eligibility of a bidder from a country which shares a land border with India
	Appendix-10	Bid declaration



Annexure	Appendix	Details
ANNEXURE II	General Terms & Conditions	
ANNEXURE III	Scope of Supply & Special Conditions	
Appendix-1 to ANNEXURE III	QAP	
ANNEXURE IV	Price Bid Format	
ANNEXURE V	Bid Evaluation Criteria (BEC)	

6. BID CLARIFICATION/ AMENDMENT TO BIDDING DOCUMENT

- 6.1. Bidders who have obtained the bid documents are requested to submit their queries on the tender conditions/ tender specification, if any to OPaL-Dahej office or they can submit the same to vinoj.vk@opalindia.in within **31.08.2024**
- 6.2. At any time prior to the deadline for submission of bids, the OPaL may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), may modify the bidding documents by amendment(s) if felt necessary.
- 6.3. All prospective Bidders who have received the bidding document will be notified of the amendments in writing.
- 6.4. In order to allow prospective Bidders reasonable time to take the amendments into account in preparing their bids, OPaL may, at its discretion, extend the deadline for the submission of bids.

7. PREPARATION OF BIDS

7.1. Language and signing of bid

- 7.1.1. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.
- 7.1.2. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and OPaL 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 purposes of interpretation of the bid, the translation shall prevail.
- 7.1.3. Bids shall be submitted in the prescribed bid pro forma duly filled in and signed and should be returned intact.
- 7.1.4. In the event of the space on the bid pro forma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 7.1.5. The bid pro forma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 7.1.6. The Bidders are advised in their own interest to ensure that all the points brought out in the Matrix for Bid Evaluation at Appendix 5 to ANNEXURE-I are complied with in their bid, failing which the offer is liable to be rejected.
- 7.1.7. The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by OPaL. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and ANNEXURES/ Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 7.1.8. The bidder should indicate at the time of quoting against this tender their full postal, fax & e-mail addresses & telephone number.
- 7.1.9. The Bidder shall sign its bid with the exact name of the firm/company to whom the agreement is to be issued. The bid shall be duly signed and sealed by the authorized signatory of the Bidder's organization. The bid should be signed by the following person(s) followed by seal of the firm/company.
 - a) Proprietorship Firm: Proprietor/ Authorized person with Power of Attorney* (duly notarized/ registered) from proprietor.



- b) Partnership firm: All partners/ any one partner with Power of Attorney* (duly notarized/ registered) duly issued by the partnership firm and signed by all other partners authorizing him to sign the bid on behalf of the partnership firm.
- c) Private/ Public Company: Authorized signatory of the company.
Authorisation needs to be supported by Board Resolution of the Company/Power of Attorney* duly issued by the Company/Articles of Association of the Company. Following applicable supporting documents compulsorily needs to be submitted by the company (either notarized/registered)
 - i) Extract of Board Resolution of the company wherein authorized signatory has been authorized;
 - ii) Power of Attorney* duly issued by the company authorizing the person concern to sign the Bid;
 - iii) Extract of Board Resolution of the company wherein resolution for issuance of Power of Attorney has been passed;
 - iv) Extract of Board Resolution of the company wherein authorized signatory has been empowered to delegate his power to another employee of the company;
 - v) Relevant Extract of Articles of Association of the company.
- d) Co-operative society: Chairman/Authorized representative with Power of Attorney* (duly notarized/ registered) duly issued by the Society and signed by authorized members of board.

* Power of Attorney (duly notarized/registered) should be typed/printed on a Non-Judicial Stamp paper duly issued in favour of the firm/company/society as the case may be

- 7.1.10. The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 7.1.11. The Power of Attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid including but not limited to the certified copy of extract of Board Resolution on the letter head of the Company/ Firm/ Society recording proper authorizing with power to delegate authority, if any, in form of the signatory or another person. OPaL may reject outright any bid not supported by adequate proof of the signatory's authority.
- 7.1.12. The Bidder shall have to accept all the terms and conditions as laid down in the bidding document in toto. In case of any deviations from any Tender Conditions, the same must be reflected in Appendix-5 to ANNEXURE-I invariably. However, taking exception/ deviations to any conditions of Bid Evaluation Criteria (ANNEXURE –V) will lead to rejection of the tender despite their being reflected in Appendix-5 to ANNEXURE-I.
- 7.1.13. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
- 7.1.14. The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.

8. SUBMISSION OF EVALUATION MATRIX

- 8.1. Commercial and Technical Evaluation Matrix enclosed along with the tender document as Appendix-6 to ANNEXURE-I is to be replied in Yes/No/Agreed/Not Agreed and filled in with the reference page No. of their technical bid by the bidders.
- 8.2. Bidder must submit the matrix and confirmation chart duly filled in along with techno-commercial bid, failing which their bids are liable to be rejected.

9. CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

- 9.1. OPaL has to finalize its Contract within a limited time schedule. Therefore, OPaL will not seek any clarifications in respect of incomplete offers unless the same if found necessary by OPaL. However, the discretion of OPaL will be considered as final.
- 9.2. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OPaL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OPaL's requirement will be rejected without seeking any clarification.



10. DOCUMENTS COMPRISING THE BID

10.1. The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) Price scheduled as per the Format at ANNEXURE-IV.
- b) Documentary evidence establishing
 - i) That the Bidder is eligible to bid and is qualified to perform the Scope of Supply if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the supply, if its bid is accepted, shall be established to the OPaL's satisfaction:
 - ii) That the Bidder meets all the criteria prescribed in the Bid Evaluation Criteria (BEC) at ANNEXURE-V.
- c) Documentary evidence that the supply to be completed by the Bidder conform to the requirements of bidding documents.
- d) All Appendices of the bidding document duly filled in.
- e) **Bidder with relatives, etc., of Director of OPaL:** The bidders are required to certify in prescribed format (Appendix-10 to ANNEXURE-I) whether he/they is/ are relative of any of the Directors of OPaL (in terms of Section 188 and/or 189 of the Companies Act, 2013 as amended time to time) in any of the ways mentioned in the certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice to consideration of the bid. This certificate must accompany the bid.
- f) The complete tender document along with all supportive documents must be self-attested by bidder with stamp and signature on each page.

11. PRICE SCHEDULE/FORMAT

11.1. The Bidder shall complete the price formats furnished in the bidding document at ANNEXURE-IV.

11.2. Bid Prices / Bid Currencies

- a) The bidders shall indicate on the Price Formats furnished in the bidding document at ANNEXURE-IV, prices (rates) in Indian Rupees (INR) Only. Prices quoted in any other currency shall not be considered.
- b) Prices quoted by the bidder shall be firm during the bidder's performance of the Contract and not subject to variation on any account.

11.3. **Discount:** Bidders are advised not to indicate any separate discount anywhere other than the price bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

However, in the event of such an offer, without considering discount, is found to be lowest, OPaL shall avail such discount at the time of award of contract.

12. PRE-BID CONFERENCE

Deleted

13. INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate and personal tax/ Liability of the personnel deployed by him.

14. PAYMENT

- a) Payment will be made, *inter-alia*, subject to the terms thereof in the General Terms & Conditions. Payments will be made through Electronic fund transfer/ cheque payment.
- b) No payment shall become due till supplier submits the requisite documents/ Performance Bank Guarantee and accepts the Purchase Order.
- c) OPaL will not take any responsibility for delay in transmission of funds by bank due to whatsoever reasons.
- d) The bidder must provide his/its correct particulars, viz. their Account number, PAN number, Service tax registration number etc., to enable the OPaL's bank to put through the correct transaction.



15. VAGUE AND INDEFINITE EXPRESSIONS

Bids qualified by vague and indefinite expressions such as "Subject to availability", etc., will not be considered.

16. PERIOD OF VALIDITY OF BIDS

- a) The Bid shall be valid for acceptance for the period as indicated in the "Notice Inviting Tender" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.
- b) In exceptional circumstances, prior to expiry of the original bid validity period, OPaL may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

17. BID SECURITY/EMD

17.1. The Bid Security is required to protect OPaL against the risk of Bidder's conduct, which would warrant the security's forfeiture in pursuance to Clause 17.7.

17.2. The Bidders must enclose bid security of ₹. 1,37,300/- with the Prequalification bid and submit as per clause no. 19.1 at page no.8 of tender document.

17.3. The Bid Security shall be acceptable in any of the following forms

- a) Bank Demand Draft/ NEFT/ RTGS in favour of "ONGC Petro additions Limited" payable at Par as per following details:

Name: ONGC Petro additions Ltd.

A/c No.59780400000004

Bank Name: Bank of Baroda

Branch Name: Dahej, SEZ OPaL,

Bank Address: Room No.10, PMC Building, OPaL, Dahej,

Taluka: Vagra, Bharuch, Gujarat – 392130

MICR Code: 392012074

Swift Code: BARBINBBGNF

IFSC Code: BARB0DAHSEZ (Fifth Character is Zero)

If bidder has submitted bid security in above said bank through NEFT/ RTGS then bidder has to submit the document containing the transaction reference in **Envelope-1** as mentioned in para no. 6.1 below. Transaction must be held on or before due date & time of bid submission for transfer of amount towards EMD. If any bidder will submit transaction details with transaction reference number held after due date & time of bid submission, then bid of that bidder shall be straightway rejected

17.4. If bidder has submitted bid security in above said bank through NEFT/ RTGS then bidder has to enclose the transaction details as mentioned in para no. 20 below.

17.5. OPaL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

17.6. Offers without Bid Security will be ignored.

17.7. The Bid Security shall be forfeited by OPaL in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to OPaL during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/ Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) On the occurrence of any other event as stipulated in the bid document.
- e) Any effort by the bidder to influence the company on bid evaluation, bid comparison or agreement award decision.



- 17.8. The Company shall, however, arrange to release the Bid Security in respect of unsuccessful bidders within a week after award of the work and PBG submission by successful bidder. The Bid Security of successful bidder will be returned on receipt of Bank Guarantee towards Performance Guarantee (Performance Security).
- 17.9. MSEs with Udyam Registration or any other eligible body specified by Ministry of MSME will be exempted from furnishing bid security / earnest money deposit and will be eligible for other benefits as per PPP for MSEs order, 2012, irrespective of monetary limit/capacity, if any mentioned in their registration certificate or Udyam Registration certificate. Bidders, who intend to claim exemption, must furnish documentary evidence (valid registration certificate issued by any of the Govt. registration authorities/Udyam Registration as Micro or Small Enterprise) that they are registered as manufacturer for the items they intend to quote against OPaL tenders.
18. **TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY/E-MAIL BIDS:**
Telex/Telegraphic/Telefax/Xerox/E-mail/Photocopy bids will not be considered.

C. SUBMISSION AND OPENING OF BIDS

19. SEALING AND MARKING OF BIDS

- 19.1. Bids are to be submitted in **“Two Bid System”**. Offers are to be submitted in sealed covers.
- a) EMD/ Bid bond should be put in a separate sealed cover-**Envelope-1**. In case of MSE bidder, who wants EMD exemption should put valid Udyam registration certificate in **Envelope-1** as a manufacturer for the tendered item.
Document List in Envelope-1
➤ **EMD in the form of DD/NEFT Transaction detail/BG (Applicable only EMD amount is more than 3Lakhs)/Valid Udyam Registration Certificate.**
- b) The second inner sealed cover **“Envelope No.2”** will contain Unpriced Techno-commercial bids having all details but with price column blanked out. However, a **tick mark (✓)** shall provide against each item of the price format to indicate that there is a quote against this item in the price commercial bid. This cover will clearly be super-scribed as “Techno commercial Bid” along with tender number, date of closing/opening and item descriptions prominently underlined.
Document List in Envelope-2
➤ **Entire tender document duly filled, signed & stamped manually.**
➤ **Certificate Regarding compliance & Bid Securing Declaration on company letterhead duly signed & stamped.**
➤ **Technical documents/Catalogue as per tender requirement.**
➤ **Company registration doc, PAN, GST, Udyam Registration certificate, Original Cancelled Cheque, Power of Attorney in Non-Judicial stamp paper, etc.**
➤ **Other documents as per Tender requirement.**
- c) The third inner sealed cover **“Envelope No. 3”** will contain only the price schedule duly filled in and signed and will be clearly super-scribed as “price- bid” along with tender number.
Document List in Envelope-3
➤ **Price Bid (Annexure-IV) with prices duly filled signed & stamped manually**
- d) These three covers shall be put into outer cover and sealed. The inner covers shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of OPaL’s Office as indicated in ‘Notice Inviting Tenders’.
- 19.2. Only one bid should be included in one cover. The outer cover should duly bear the tender number, tender description and date of closing/opening prominently underlined, along with the address of OPaL’s Office as indicated in **‘Notice Inviting Tenders’**.
- 19.3. The outer cover shall indicate the name and complete address of the Bidder to enable the bid to be returned unopened in case it is declared “late”



- 19.4. The right to ignore any offer, which fails to comply with the above instructions, is reserved with OPaL.
- 19.5. Price bids, which remain unopened with OPaL, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).
- 19.6. Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.
- 19.7. OPaL will not be responsible for the loss of tender form or for the delay in postal transit.

20. DEADLINE FOR SUBMISSION OF BIDS

- 20.1. The Bid must be received by OPaL at the address specified in Invitation for Bids not later than 14:00 Hrs. (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 14:00 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover or speed post or courier.

20.2. Extension of Bid Submission Date:

Requests for extension of tender closing/ opening date, not received at least **two days** prior to the date specified for the same, shall not be considered.

21. LATE BIDS

- 21.1. 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.
- 21.2. Any bid received after dead line for submission of bid, will be rejected and returned unopened.

22. MODIFICATION AND WITHDRAWAL OF BIDS

No bid may be modified after the deadline for submission of bids.

23. OPENING OF BIDS

- 23.1. The bid will be opened at 15:00 Hrs. (IST) on the date of opening indicated in "**Notice Inviting Tenders**". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form enclosed at Appendix-9 to ANNEXURE-I hereto must be forwarded to OPaL office along with bid and a copy of this letter must be produced in the OPaL office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.
- 23.2. Price commercial bids of shortlisted bidders after evaluation of Techno commercial bid shall be opened at a time and date which will be intimated separately by the OPaL.
- 23.3. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

D. EVALUATION OF BIDS

24. EVALUATION AND COMPARISON OF BIDS

Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at ANNEXURE-V and Price Formats at ANNEXURE-IV.

25. UNSOLICITED POST TENDER MODIFICATIONS:

Unsolicited post-tender modification /correspondences will lead to straight away rejection of the offer.

26. EXAMINATION OF BID

- 26.1. OPaL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 26.2. OPaL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "**Rejection Criteria**" of the Bid Evaluation Criteria of the bidding document will be rejected.



26.3. If there is discrepancy in the total price and the sum of sub-total price, then the total price will be corrected to the sum of the sub-total price. If there is any discrepancy in the amount expressed in words and figures, then the amount in words shall prevail.

27. SPECIFICATIONS:

The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the Goods/Equipment/ Material offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications.

28. CONTACTING OPAL

No bidder shall contact OPaL on any matter relating to its bid, from the time of the opening to the time the Purchase order is awarded.

29. DELETED

30. AWARD OF CONTRACT

30.1. Award criteria:

OPaL will award the purchase order to the successful bidder who meets the prescribed bid eligibility and experience criteria and whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.

30.2. OPaL reserves the right to accept any bid and to reject any or all bids.

OPaL reserves the right to reject, accept or prefer any bid and to annul the bidding process and/or reject all bids at any time prior to award of purchase order, 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 OPaL's action. The decision by OPaL shall be treated as last and final in this case.

30.3. Purchase Order:

30.3.1. Prior to the expiration of the period of bid validity, OPaL will notify the successful bidder in writing that its bid has been accepted.

30.3.2. The Purchase Order will constitute the formation of the Contract.

30.3.3. Upon the successful bidder's furnishing performance security pursuant to clause 30.0, OPaL will promptly notify each unsuccessful bidder (as per clause 17.7) and discharge their bid securities.

30.3.4. OPaL will send the Purchase Order to successful bidder and the successful bidder should return one copy of the purchase order duly signed on each page as a token of acknowledgement of receipt of the Purchase Order.

31. PERFORMANCE SECURITY (NOT APPLICABLE FOR PO VALUE < 1 Lakh):

31.1. Within 15 (fifteen) days of the receipt of Purchase Order from the OPaL, the successful Bidder shall furnish the Performance Guarantee as per the details given in General Terms & Conditions.

31.2. Failure of the successful Bidder to comply with the requirement of clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OPaL may make the award to the next lowest evaluated bidder or call for new bids at the risks and costs of the successful bidder.

31.3. The Performance Guarantee if not en-cashed will be returned within 60 days of completion of all obligations and discharge of all liabilities of the supplier under the Purchase order.

32. CORRESPONDENCE:

All correspondence shall bear reference to bid/tender number. All correspondence from Bidders/ bidder shall be made to the following address

**Head-Material Management Department
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I**



33. REPRESENTATION FROM THE BIDDER:

In case any bidder makes any unsolicited communication in any manner after bids have been opened, the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

The above provision will not prevent any bidder from making representation in connection with processing of tender. The representation should be forwarded directly and only to

President-OPaL

ONGC Petro additions Limited

Plot No. Z/1 & Z/83, Dahej, SEZ-I

Taluka: Vagra Dist.: Bharuch-392130

However, if such representation is found by the President, OPaL to be un- substantive and/or frivolous and if the tender has to be closed because of the delays/disruptions caused by such representations, and has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender. In case, any bidder while making such representations to the President, OPaL also involves other officials of OPaL and/or solicits/ invokes external intervention other than as may be permitted under the Law and if the tender has to be closed because of the delays/ disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

34. SUBMISSION OF FORGED DOCUMENTS:

Bidders should note that OPaL may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, OPaL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit SD submitted by the bidder.

The bidder shall be required to give an undertaking (Appendix- 9 to ANNEXURE - I) on the company's letter head and duly signed by the signatory of the bid, that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by OPaL at its sole discretion.

35. PURCHASE PREFERENCE POLICY FOR MICRO AND SMALL ENTERPRISES:

Following purchase preference policy is applicable, as notified vide Gazette Notification No. S.O.2119(E) dated 26.06.2020 (As amended) issued by Ministry of Micro, Small and Medium Enterprises, for bidders who is a Micro or Small Enterprises (MSE) registered with Udyam Registration or any other eligible body specified by Ministry of MSME.

Bidder to submit valid registration certificate issued by any of the registration authorities as above or Udyam Registration, as Micro or Small Enterprise. 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.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or owned by women, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST or women entrepreneur should also be enclosed.

The registration certificate issued from any of the above agencies must be valid as on bid submission date of the tender.



1. In case participating MSEs quote price within price band of L1+15%, such MSE shall 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 MSE and such MSE shall be allowed to supply upto 25% of total tendered value.
2. In case of more than one bidder eligible for purchase preference, then the eligible MSE(s) shall be allowed to share portion of supply in the following manner:
 - a) In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.
 - b) If tendered goods/services cannot be divided in the ratio of 75% / 25%, then OPaL reserves the right to award on lowest eligible MSEs for quantity not less than 25% quantity, as may be dividable.

For example: In case tendered quantity is between 1 to 3 (not divisible in the ratio of 75:25), MSE shall get order for 1 no. only and the rest will go to L-1 (non-MSE bidder). Same analogy shall be applied for quantities which are not dividable in the exact ratio of 75:25.

3. In case tendered items cannot be procured from multiple sources or are absolutely non splittable or non-dividable, PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder, if any, amongst the bidders qualifying for purchase preference.
4. A sub –targets of 4% within 25% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by Women entrepreneurs. The respective quota(s) shall be transferred to other MSEs in case of no availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
5. If tendered quantity can be procured from multiple sources from multiple bidders then L1 bidder shall be allocated their quantity as per tender terms & conditions and then for balance quantity MSE preference policy shall be applicable.
6. In case of any other preferential policy applicable in a tender, distribution of quantities for supply of goods/services among eligible bidders shall be done in such a manner that eligible bidders get the share of minimum specified percentage for supply by them.



36. Financing of Trade Receivables of Micro, Small and Medium Enterprises (MSME) through Trade Receivables Discounting System (TReDS) platform:

Bases on the initiatives of Government of India to help MSME vendors get immediate access to liquid fund based on Buyers credit rating by discounting MSME's trade receivables through an auction mechanism where multiple financiers can participate and bid, OPaL has registered itself on the "Invoicemart" TReDS platform.

Now MSME vendors can avail this benefit by registering themselves with exchanges providing e-discounting /electronic factoring services on TReDS platform and following the procedures defined therein, provided OPaL is also participating in such TReDS platform as buyer.

- a) MSME vendor should be aware that all cost relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing or any other charges know by any name shall be borne by MSME vendor.
- b) MSME vendors hereby agrees to indemnify, hold harmless and keep OPaL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal cost) which may arise from sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of services or from the Buyer's breach of any of the terms and conditions of the usage Terms or of this agreement and applicable law on a full indemnity basis.
- c) OPaL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damage whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSME vendor's) invoices.

Note:

- i) Buyer means OPaL who has placed NOA/Purchase Order/Contract on a MSME Vendor (Seller)
- ii) Seller means a MSME Vendor, who has been awarded NOA/Purchase Order/Contract by the OPaL (Buyer).

Appendix- 1 to ANNEXURE- I

BIDDER GENERAL INFORMATION

E-Tender No : 2440C00423



(Sign & Stamp of Bidder)

Tender No. **2440C00423**

Page 13 of 55

Description : Procurement of Pipe & Fittings for various MOC jobs in PE swing unit of Polymer plant at OPaL, Dahej

1	Full Name													
2	Type of entity (Submit a registration proof along-with bid document)	(Put a tick mark below on applicable option) <table border="1"> <tr> <td><input type="checkbox"/></td> <td>Proprietorship Firm</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Partnership Firm</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Private Limited Company</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Public Limited Company</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Society</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Others (Please specify below):</td> </tr> </table>	<input type="checkbox"/>	Proprietorship Firm	<input type="checkbox"/>	Partnership Firm	<input type="checkbox"/>	Private Limited Company	<input type="checkbox"/>	Public Limited Company	<input type="checkbox"/>	Society	<input type="checkbox"/>	Others (Please specify below):
<input type="checkbox"/>	Proprietorship Firm													
<input type="checkbox"/>	Partnership Firm													
<input type="checkbox"/>	Private Limited Company													
<input type="checkbox"/>	Public Limited Company													
<input type="checkbox"/>	Society													
<input type="checkbox"/>	Others (Please specify below):													
3	Year of registration													
4	No. of years in operation													
5	Name of Proprietor/ Partners/ Directors of the company/ Owner													
6	Details of person, signing the bid.	1. Name: 2. Designation/ Capacity: 3. Signature specimen <table border="1"> <tr> <td>Full Signature:</td> <td></td> </tr> <tr> <td>Short Signature, if any:</td> <td></td> </tr> </table>	Full Signature:		Short Signature, if any:									
Full Signature:														
Short Signature, if any:														
7	Registered address													
8	Operational address If different from above													
9	Contact Details:	1. Telephone No: 2. Mobile No: 3. Email address: 4. Website address: 5. Fax No:												
10	PAN No. (Submit a copy)													
12	Goods and Service Tax Regn. No.													



	(Submit a copy of GST Regn. Form)	
13	MSE (MICRO & SMALL ENTERPRISE) BIDDERS: a) Confirm whether the bidder is a MSE bidder or not. b) Confirm owner of bidder's organization belongs to Gen/SC/ST Category. c) In case owner of bidder's organization belongs to SC/ST, then bidder to submit SC/ST Certificate issued by District Authority duly certified by Statutory Auditor or Notarized. d) In case owner of bidder's organization is a woman entrepreneur, then bidder to submit Bank Account Details/Partnership deed/Certificate of Incorporation along-with MoA/AoA duly certified by Statutory Auditor or Notarized.	Yes / No (tick ✓ whichever is applicable. If Yes attach MSE certificate) Gen / SC / ST Applicable and enclosed/ Not applicable Applicable and enclosed /Not applicable
13	Bank Details	1) Beneficiary Name 2) Name & Address of the Bank with branch details: 3) Type of Bank account (Put a tick) <ul style="list-style-type: none"> • Current • Savings • Cash Credit • Any Other (Pls. mention) 4) Bank Account Number: 5) IFSC/ NEFT Code (11-digit code)/ MICR code, as applicable, along-with a original cancelled cheque leaf

Place:

Authorized Signature:

Date:

Name:



(Sign & Stamp of Bidder)

Tender No. **2440C00423**Page **15** of **55**

Designation:

Seal:



BIDDERS PAST SERVICES (EXPERIENCE) PRO FORMA

Sr. No.	Name and address of Client/ organization	Date of PO	Date of supply	Description of Goods supplied	Contract Value (Rs.)	Work Order/ Purchase order/ successful delivery docs copy with page no in the bid	Name & Contact Nos. Of Responsible Person of Client
1.							
2.							
3.							
4.							

Note:

1. Satisfactory completion certificate from clients to be enclosed along-with this pro forma.
2. Bidder should submit supporting documents to establish that they meet the experience criteria in the form of satisfactory completion of services from the clients and also copy of contracts/ work orders in respect of each work.



MATRIX FOR TECHNO-COMMERCIAL EVALUATION

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied/ confirmed/submitted with their offer failing which the offer is liable to be rejected.

- Please sign each sheet.
- The matrix duly filled in must be returned along with the offer.

No.	Item / Clause Description	Bidder's response (Yes/No)	Reference to attachments and page no.
A.	VITAL CRITERIA FOR ACCEPTANCE OF BIDS		
	Bidders are advised not to take any exception/ deviations to the bid document. However, during evaluation of bids, OPaL may ask the bidder for clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or is permitted. If the bidder still maintains exceptions/ deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.		
B.	REJECTION CRITERIA		
B.1	TECHNICAL REJECTION CRITERIA		
1.	The following vital technical conditions shall be strictly complied, failing which the bid will be rejected:		
i)	Scope of Supply: Bid should be complete in all aspects and should conform to the technical specifications indicated in specifications sheet at Annexure – III, duly supported with technical catalogues/literatures, type test reports. etc. wherever applicable. Bidder to submit make and model no. of proposed items at the time of bid submission. Incomplete and non-confirming bids will be rejected outright.		
ii)	Note: Specification stipulated by OPaL shall be considered as minimum requirement which has to be fulfilled by the bidder. Technical specification given in the tender documents will be the sole criteria for acceptance / rejection of the bid against this tender. Any deviation from the specifications will not be acceptable and the bid will be rejected.		
2.	Eligibility and Experience Criteria		
2.1	Eligibility:		
i)	Bidder must be a registered company/proprietary firm/society/registered with municipal authorities or any other statutory institutions/shop establishment Act. Documents to be submitted in support of this: - Bidder shall submit valid documents like Copy of Certificate of Incorporation/ registration certificate/ GST registration or any other certificate issued from Government authority.		



ii)	<p>Bidder shall be either regular established manufacturer OR it's authorized distributor/dealer of "Pipe & Pipe Fittings".</p> <p>Documents to be submitted in support of this: -</p> <p>a. In case, Bidder is a manufacturer it must submit valid documentary evidence for being a manufacturer (i.e. company registration certificate / ISO certificate / Excise Registration Certificate / Certificate issued by statutory Authority / NSIC Certificate or equivalent certificate.</p> <p>b. In case of dealer/distributor, bidder shall submit valid authorised distributorship / dealership certificate issued directly by OEM.</p>		
	Experience:		
	<p>Bidder should have experience in successful execution of PO's for supplying "Similar Items" to Petrochemical complex/ Petroleum Refinery/ Oil & Gas/ Fertilizer/ Power/ Steel/ Govt. Sector/ PSU/ Continuous process plant during last seven (07) years in either of the following. The experience will be considered till the date of ending of month previous to the one in which applications are invited.</p> <p>***Similar Item Means: Pipe & Pipe Fittings</p> <p>Minimum value of the purchase orders executed by the bidder should be as follows:</p> <p>a) One purchase order of value not less than ₹ 35.00 Lakhs during the last seven years.</p> <p style="text-align: center;">OR</p> <p>b) Two purchase orders of value not less than ₹. 21.00 Lakhs each during the last seven years</p> <p style="text-align: center;">OR</p> <p>c) Three purchase orders of value not less than ₹. 18.00 Lakhs each during the last seven years</p> <p>Documents to be submitted in support of this: Bidder must submit copy of Purchase Order and proof of Po's / Contracts [i.e, Completion certificates/ Execution certificate (Fully supplied/ Executed) issued from purchaser/ End User/ Invoice with proof of payment/ Inspection note etc./ any other documentary evidence that can substantiate the satisfactory execution of the purchase order] clearly having the reference number of PO, Item Description, Quantity executed and actual date execution/ completion]</p>		
B.2	COMMERCIAL REJECTION CRITERIA:		
	The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.		
1.	<p>Bid should be submitted in Two Bid system in separate envelopes.</p> <p>Envelope 1: "EMD/Bid Bond"</p> <p>EMD/ Bid bond should be put in a separate sealed cover Enevelope-1. MSE bidders who are intend to avail the EMD exemption, need to submit valid Udyam registration certificate to OPaL that they are registered as manufacturer for the items they intend to quote against OPaL tender.</p>		



	<p>Envelope 2: "Prequalification bid" The second inner sealed cover "Envelope No.2" will contain Unpriced Techno-commercial bids having all details but with price column blanked out. However, a tick mark (✓) shall provide against each item of the price format to indicate that there is a quote against this item in the price commercial bid. This cover will clearly be super-scribed as "Techno commercial Bid" along with tender number, date of closing/opening and item descriptions prominently underlined".</p> <p>Envelope 3: "Price Bid" The third inner sealed cover "Envelop No. 3" will contain only the price schedule duly filled in and signed and will be clearly super-scribed as "price- bid" along with tender number.</p> <p>These three covers shall be put into outer cover and sealed. The inner covers shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of OPaL's Office as indicated in 'Notice Inviting Tenders</p>		
2.	Acceptance of terms & conditions:		
i)	The bidder must confirm unconditional acceptance of Instruction to bidders at ANNEXURE I, General Terms & Conditions at ANNEXURE II and Scope of Supply & Special Conditions at ANNEXURE III. For this purpose, bidder shall submit the entire tender document duly signed and stamped along with offer as a token of having accepted all the clauses of the tender.		
ii)	Bidder must confirm unconditional acceptance of Security Deposit/ Liquidated damages/compensation/Failure to perform/Payment Terms as given in RFQ document otherwise offer will be rejected.		
3.	Offers of following kinds will be rejected:		
i)	Offers made without EMD/Bid bond shall be rejected OR Documentary evidence for EMD exemption.		
ii)	Offers made without Bid Security Declaration in the prescribed formant on company letterhead shall be rejected.		
iii)	Telex/ telegraphic/ fax/ e-mail/ Xerox/ photo copy offers and bids with scanned signature. Original bids which are not signed manually.		
iv)	Offers which do not confirm unconditional validity of the bid as mentioned in Annexure-I Instructions to bidders.		
v)	Offers where prices are not firm.		
vi)	Offers which do not conform to OPaL's price format.		
vii)	Offers which do not conform to delivery period as per the bid document.		
viii)	<p>Bidder should not indicate/disclose prices in techno/commercial (Un-priced bid). In case bidders indicate/disclose prices in techno/commercial (Un-priced bid) or at any stage before opening of price bid, their bids shall be evaluated without giving any cognizance to such prices. Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.</p> <p><i>If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price bid but has not indicated any price in its price bid (Sealed Envelope-2), its offer shall be considered as without any price and thus shall be</i></p>		



	<i>rejected and in no case price revealed in techno-commercial bid shall be considered for award.</i>		
ix)	Offers made without "Power of Attorney" or Authorization or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.		
C.	PRICE EVALUATION CRITERIA		
1.	<p>(i) Item wise total FOR OPaL Dahej amount (inclusive of P&F, transit insurance and freight charges) for the Scope of Supply as indicated in Price Bid Format of the bidding document including addendum(s), if any, shall be taken for the purpose of evaluation.</p> <p>(ii) Purchase order for a particular item will be issued to the L-1 bidder in case the bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid for that particular item, economically feasible and responsive.</p> <p>(iii) In the event of a tie in respect of any particular item the order for the said item will go to the firm having higher average turnover value of previous two financial years.</p> <p>(iv) Average turnover of the bidder for previous two years shall be calculated by dividing the total turnover of previous two (02) years by two (2), irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 or complete 12 months.</p> <p>(v) The bidder will provide a copy of each of audited consolidated annual accounts of previous two financial years for ascertaining their turnover.</p> <p>(vi) Purchase preference policy (As mentioned in Instruction to bidders) as per Govt Notification Gazette Notification No. S.O.2119(E) dated 26.06.2020 (As amended) issued by Ministry of Micro, Small and Medium Enterprises is applicable for the instant tender. MSE bidders who are intend to avail the purchase preference, need to submit valid Udyam registration certificate to OPaL that they are registered as manufacturer for the items they intend to quote against OPaL tender.</p>		
2.	<p>Taxes & Duties</p> <p>The project/OPaL falls under the SEZ notified area. Any supplies to SEZ are zero rated, thus supplier shall not levy GST on any supplies rendered to SEZ. Any compliances in respect of zero-rated supply as prescribed under IGST Act, 2017 needs to be complied by supplier and OPaL would not undertake any responsibility whatsoever in this regard.</p> <p>In case, the zero-rated supply as may be applicable for the Project under the SEZ area are withdrawn subsequent to date of submission of the bid but before the scheduled completion date under the Purchase Order, the liability arising out of withdrawal of any or all these taxes and duties shall be regulated by "clause of Change in Law" of GTC of the Purchase Order.</p> <p>The Supplier shall avail option of supplying goods and/or services without integrated tax for the SEZ Project. OPaL, upon request from the Supplier, may provide necessary document/information as may be required by the supplier.</p> <p>It is the responsibility of supplier to ensure that all formalities like Gate Entry at Dahej - SEZ customs are completed before delivering the material to OPaL.</p>		
3	<p>Input Tax Credit Benefit:</p> <p>The project/OPaL falls under the SEZ notified area. The Project is exempted from levy of customs duty and GST. In case of withdrawal of</p>		



	exemptions for these taxes & duties, OPaL shall intend to avail Input Tax Credit benefits on capital goods, raw materials as well as services incorporated in the Works and the Contractor shall comply with all the requirements for availing Input Tax Credit benefits by OPaL, before claiming reimbursement of such taxes & duties paid by the Contractor.		
D.	GENERAL CRITERIA		
i)	The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.		
ii)	Incomplete, incorrect, conditional or vague tenders will not be entertained and shall be liable to be rejected.		
iii)	The tender is governed by the terms and conditions given in the bid document. Bidders should avoid submitting their offers with their own printed terms and conditions.		
iv)	Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OPaL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OPaL's requirement will be rejected without seeking any clarification. However, OPaL at its discretion may ask the Bidders to confirm compliance/ provide deficient documents within the specified time before opening of the Price Bid.		
v)	Unsolicited clarification to the offer and/or changes in price during its validity period would render the bid liable for outright rejection.		
vi)	OPaL may reject/ accept any tender without assigning any reason whatsoever.		
vii)	Any other point, which arises at the time of evaluation, will be decided by OPaL, under intimation to the bidders.		

Signature of Authorised Signatory



BID COMPLIANCE STATEMENT

CERTIFICATE OF SUBMISSION OF TECHNO-CONTRACTUAL COMPLIANT BID

Bidder confirms that all the technical & contractual doubts/clarifications with regards to terms & conditions of bid documents have been discussed/ settled. A techno-contractually compliant bid to the bidding document issued against tender No. **2440C00423** with no exception/ deviations whatsoever has been submitted.

In case OPaL finds that bidder has taken any deviation/ exception to OPaL's bidding document, the bid will be rejected out-rightly and the bidder shall have no right to make any representation against rejection of its tender. Any representation against rejection of bid shall be summarily rejected.

Signature of Authorised Signatory

Seal of the Bidder's company.



AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. _____

Date _____

To
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130

Dear Sirs,

Subject: **Tender No.** _____ **due on** _____,

Sir,

Mr _____ has been authorized to be present at the time of opening of above tender due on _____ at _____ on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr _____ for information and for production before the _____ at the time of opening of bids.



PROFORMA CERTIFICATE ON RELATIVES OF DIRECTORS/ KEY MANAGERIAL PERSONNEL OF OPaL

For the purpose of Section 184/188 of the Companies Act, 2013, we certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director or key managerial personnel of OPaL;
- (ii) We are not a firm in which a Director, manager of OPaL, or his relative is a partner;
- (iii) We are not a private company in which a Director or manager of OPaL or his relative is a Member or Director;
- (iv) We are not a public company in which a Director or manager of OPaL is a Director and holds along with his relatives more than 2 % of the paid-up share capital of OPaL;
- (v) We are not a company which is a holding company, subsidiary company or an associate company of companies covered in clause (iii) and (iv) above.
- (vi) We are not a subsidiary company of a holding company to which companies covered in clause (iii) and (iv) above is also a subsidiary company

Authorized Signatory of
The Bidder

Place.....

Date.....



Proforma for Performance Bank Guarantee
(In case SD value is above 3Lakhs)

REF No _____
BANK GUARANTEE No. _____

DATED _____

To
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130

- 1) In consideration of ONGC Petro additions Limited incorporated under the Companies Act 1956 having its registered office at 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C Dutt Road, Alkapuri, Vadodara-390007, Gujarat (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assignees) having entered into a Contract No_____ dated_____(hereinafter called "The Agreement" which expression shall include all the amendments thereto) with M/s_____ having its registered/head office at _____(hereinafter referred to as "Supplier") which expression shall, unless repugnant to the context or meaning thereof and include all its successors, administrators, executors and permitted assignees) and Company having agreed that the Supplier shall furnish to Company a performance guarantee for Indian Rupees_____ for the faithful performance of the entire Contract.
- 2) We _____(name of the Bank) registered under the laws of Banking Companies Act, _____(name of the country) having head/registered office at _____ Contact No: _____, Fax No: _____, email: _____(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 irrevocably undertake to pay immediately on first demand in writing by company any/all moneys to the extent of Indian Rs. _____ (in figures) (Indian Rupees)_____ (in words) to the Company by virtue of this Bank guarantee No. _____ dated _____at any time without any demur, recourse, reservation, contest or protest and/or without any reference to the Supplier. Any such demand made by Company 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 things 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 the Company in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Bank.
- 3) Company shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as leviable under the Contract. In that case the Bank Guarantee amount shall be increased to the original amount by Supplier or Supplier may alternatively submit fresh Bank Guarantee for the equivalent amount of liquidated damages recovered by Company.
- 4) The Bank also agrees that Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security or other guarantee that Company may have in relation to the Supplier's liabilities.
- 5) The Bank further agrees that Company 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 Supplier(s) from time to time or to postpone for any



- 6) The obligations of the Bank to the Company hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contractor to the Company (including relative to the said advance) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.
- 7) 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 Company under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till Company discharges this guarantee in writing, whichever is earlier or until the date of expiry of the claim periods specified in para 13 of this Bank Guarantee, whichever shall first occur.
- 8) This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company or that of the Supplier.
- 9) The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 10) We, the Bank, also agree that this guarantee shall be governed and construed in accordance with Indian Laws (both substantive and procedural) and subject to the exclusive jurisdiction of courts in Vadodara, Gujarat.
- 11) We, the Bank, shall be liable and responsible to pay the aforesaid guaranteed amount or any part thereof as demanded by the Company under this bank guarantee only if the Bank receives a written claim or demand from you during the currency of this Bank Guarantee/Undertaking.
- 12) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Company to the Bank either by post or by Fax or by Email, if transmitted by Fax or email, the transmission shall be complete as soon as the Fax or email is sent by the Company.
- 13) NOTWITHSTANDING anything contained herein above, our liability under this bank guarantee is limited to Indian Rs. _____ (Indian Rupees _____ only) and our guarantee shall remain in force until _____ and any extension thereof. (indicate the date of expiry of bank guarantee which should be arrived at by adding 60 days to the delivery period).

In witness whereon, the Bank through its authorized officer has set its hand and stamp on this _____ day of _____ at _____

Full name, designation and
official address (in legible letters) with Bank Stamp



Attorney as per power of Attorney No. _____ Date _____

WITNESS NO.1

(SIGNATURE)

Full name and official address (in legible letters)

WITNESS NO.2

(SIGNATURE)

Full name and official address (in legible letters)

Note: This bank guarantee/all further communications relating to this bank guarantee, should be forwarded to Head (MM), OPaL, 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C Dutt Road, Alkapuri, Vadodara-390007, Gujarat

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

- a) The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
- b) The expiry date as mentioned in Section 9 above should be arrived by adding 60 days to the delivery period.
- c) The bank guarantee, by Indian bidder will have to be given from the Nationalized / Scheduled banks only, on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the tenders have been invited. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.
- d) This Bank Guarantee/ all further communication relating to the Bank Guarantee should be forwarded to OPaL, 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C Dutt Road, Alkapuri, Vadodara-390007, Gujarat
- e) The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.



Undertaking for Authenticity of documents / certificate / information submitted

Bidder hereby submits undertaking that all the documents / certificate / information submitted by them against the tender are genuine. In case any of the documents / certificates / information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by OPaL at its sole discretion.

Name of the signatory:

Designation:

Place:

Address:



GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

(Order (Public procurement No.1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India in this regard are available at website <https://doe.gov.in/procurement-policy-divisions>)

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
[Competent Authority for the purpose of registration shall be the registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex-1 of the order (Public Procurement No.1) dated 23.07.2020]
- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from a country which shares a land border with India" for the purpose of this bid means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4) The beneficial owner for the purpose of (3) above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such



association or body of individuals;

- iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6) Certificate regarding Compliance

a) Bidder shall submit following Certificate on Company Letterhead:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s_____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority.

We hereby certify that bidder M/s._____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender."

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- 7) Further, the above guidelines will not apply to bidders from those countries (even if sharing land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- 8) Agent mentioned in the above guidelines also include dealer/distributor/sole selling agent.



BID SECURING DECLARATION

(To be submitted in Company Letterhead)

Tender Ref: 2440C00423

Subject: Procurement of Pipe & Fittings for various MOC jobs in PE swing unit of Polymer plant at OPaL, Dahej

We _____ (Name of Bidder) hereby declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline mentioned in the NIT, we will be suspended for the period of Two Years.

Date:

Signature of Authorised Signatory

Seal of the Bidder's company

Annexure-II

GENERAL TERMS & CONDITIONS

(Sign & Stamp of Bidder)



Tender No. **2440C00423**

Page **32** of **55**

1. DEFINITIONS :

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated shall have the meaning as defined hereunder.

1.1 Purchase Order/Contract:

Shall mean a written Purchase Order issued by OPaL to the successful bidder including subsequent amendments to Purchase Order in writing thereto.

1.2 OPaL/Purchaser :

Shall mean ONGC Petro additions Ltd. incorporated under the Companies Act, 1956 having its registered office at 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C Dutt Road, Alkapuri, Vadodara-390007, Gujarat and include its legal successors, administrators, and legal representatives and permitted assignees

1.3 Supplier/Contractor :

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by OPaL and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

1.4 Sub-Contract:

Shall mean purchase order placed by the Supplier for any portion of the Purchase Order.

1.5 Sub-Contractor :

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of Purchase Order has been sublet by the Supplier after necessary consent of OPaL.

1.6 Purchase Order Price:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by OPaL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on OPaL for any of these charges. The prices will remain firm during currency of the Purchase Order unless specifically agreed to in writing by OPaL.

1.7 Delivery Period :

Shall mean the date by which Equipment/Material/Goods shall reach the Destination as indicated in the Purchase Order.

1.8 Destination :

Shall mean the location of the consignee for which this Purchase Order has been issued i.e.

ONGC Petro additions Ltd

Plot No. Z/1 & Z/83 Dahej SEZ-I

Taluka: Vagra, Dist. Bharuch

Gujarat-392130

1.9 Equipment/Material/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which Supplier is required to supply to OPaL for/under the Purchase Order/Contract and amendments thereto.

1.10 Services:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the contract.

1.11 Drawings:

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, etc. (if applicable) related to the Purchase Order together with modification and revision thereto.

1.12 Specifications:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Purchase Order.

1.13 Inspectors:



Shall mean any person or outside Agency nominated by OPaL to inspect equipment, materials and services, if any, in the contract stage wise as well as final before dispatch at Supplier's works and on receipt at destination as per the terms of the Purchase Order.

1.14 Tests:

Shall mean such process or processes to be carried out by the Supplier as are prescribed in the Purchase Order considered necessary by OPaL or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.15 Approval:

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the OPaL or their representative or documents, drawings or other particulars in relation to the Purchase Order.

1.16 Effective Date of Contract/Purchase Order:

Unless otherwise specified to the contrary, the date of Purchase Order indicating following details will be start of the contract for all practical purposes.

- (i) General Terms & conditions
- (ii) Price Schedule & Milestone
- (iii) Special Terms & conditions, if any.

2. SCOPE OF SUPPLY & DELIVERY PERIOD:

2.1 Scope of supply & specification shall be as defined in Annexure-III.

2.2 Completeness of the Equipment/Goods/Materials shall be the responsibility of the Supplier. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual necessary for the satisfactory functioning of the Equipment(s)/Goods/Materials (successful operation and functioning of the equipment being Supplier's responsibility), shall be provided by the Supplier without any extra cost.

2.3 Equipment(s)/Goods/Materials shall be manufactured in accordance with sound engineering and good industry standards and also the Supplier shall supply the same within delivery period to the entire satisfaction of OPaL.

2.4 Work to be carried out under the Purchase Order:

All Equipment(s)/Goods/Materials to be supplied and Services to be carried out under the Purchase Order shall conform to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of Equipment/ Goods/Materials and the Services to be carried out and necessary certificate shall be furnished.

2.5 Legal right to transfer ownership of Equipment/Materials/ Goods:

The Supplier/Sub-Contractor hereby represents that it has full legal right, power and authority to transfer the ownership of the Equipment/Materials/Goods to OPaL.

2.6 Delivery Period: Equipment/ Material/ Goods shall reach the destination within **5 weeks** from the date of issuance of NOA/ Purchase Order.

3. SPECIFICATION, DRAWING, TECHNICAL MANUALS:

3.1 The Supplier, if applicable, shall furnish two copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates etc. before dispatch, to the consignee address as mentioned in the Purchase order.

The Supplier shall be responsible for any loss to the OPaL consequent to the furnishing of the incorrect data/drawings.

3.2 Specifications, design and drawings issued by OPaL to the Supplier along with tender specification and Purchase Order are not to be sold or given on loan. These documents continue to remain property of OPaL and are subject to recall by OPaL. The Supplier and its employees shall not make use of the drawings, specification and technical information for any purpose at any time and shall not disclose the same to any person, firm or corporate authorities, without written permission of OPaL. All such details shall be kept confidential.



4. ACCEPTANCE OF OFFER:

With the acceptance of the Bidder's offer by OPaL as per the terms and conditions of the tender and by issuance of Purchase Order, the contract is concluded.

The Purchase order being itself an acceptance of the offer does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 5 days from the date of mailing of the Purchase Order in its entirety by returning one copy of the Purchase order duly signed without any qualification.

Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the order in the acknowledgement of the Purchase Order by the Supplier shall be a breach of the contract on the part of the Supplier. Compensation for the loss caused by the breach will be recovered by OPaL by forfeiting the earnest money/ bid security / bid bond given by the Supplier. If the Supplier's bid contains any condition and any correspondence containing conditions which are contrary to the tender document, then they shall be considered as superseded and void on the acceptance of the bid by OPaL.

Recovery of liquidated damages by the OPaL from the Supplier by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as cancellation of the contract which had come into existence on the acceptance of the offer by OPaL.

5. NOTICES:

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the party's address.

6. MODIFICATION IN PURCHASE ORDER :

1.1 All modifications leading to changes in the Purchase Order with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by OPaL by issuing amendment to the Purchase Order.

1.2 OPaL shall not be bound by any printed conditions, provisions in the Supplier's bid, forms of acknowledgement of Purchase Order, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to Purchase Order.

7. DELETED

8. SECURITY DEPOSIT/PERFORMANCE SECURITY/ PERFORMANCE BOND:

8.1 The successful Bidder, within 15 (fifteen) days from the date of issue of Purchase Order, will be required to send Performance Security having a value of 10% of the total PO value and shall be valid for delivery Period plus sixty (60) days. Performance Security should be submitted in the following formats.

8.1.1 In case Performance security value is less than or equal to (≤) Rs. 3 Lakhs.

Bank Demand Draft (from any nationalized bank)/ NEFT/ RTGS in favour of "ONGC Petro additions Limited" payable at Par as per following details:

Name: ONGC Petro additions Ltd.

A/c No. 59780400000004

Bank Name: Bank of Baroda

Branch Name: Dahej, SEZ OPaL,

Bank Address: Room No.10, PMC Building, OPaL, Dahej, Taluka: Vagra, Bharuch, Gujarat – 392130

MICR Code: 392012074

Swift Code: BARBINBBGNF

IFSC Code: BARB0DAHSEZ (Fifth Character is Zero)



8.1.2 In case Performance security value more than (>) Rs. 3 Lakhs.

Bank Guarantee through SFMS mode Form as per provided format of bank guarantee at Appendix-10 to ANNEXURE I of RFQ Document as per following mentioned bank details (only in case if value exceed Rs.3.0 Lakh):

Name: ONGC Petro additions Ltd.

Bank Name: State Bank of India, CAG II Branch, New Delhi

Branch Code: CAG II, New Delhi (17313)

MICR Code: 110002562

Swift Code: SBININBB824

IFSC Code: SBIN0017313

- 8.2 OPaL shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.
- 8.3 In the event delivery is delayed or delivery period is extended for any reasons whatever, the Supplier shall get the validity of the guarantee suitably extended so as to make it valid for 60 days from the extended Delivery date/delivery period.
- 8.4 Performance Security/ Performance Bond shall be refunded/ returned to the Supplier after completion of supplies/after satisfactory execution of the order and acceptance by OPaL, if any.
- 8.5 In case Supplier fails to honour any of the commitment under the Purchase Order, OPaL shall have the right to invoke the Bank guarantee and claim the amount there under. If the losses suffered by OPaL are more than the value of the Performance Security/Performance bond, OPaL in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by OPaL. In case, Supplier fails to furnish requisite Bank Guarantee as stipulated above, then OPaL shall have the option to terminate the Purchase Order and suspend the bidder for a period of 02 years and this suspension of two years shall be automatic without conducting any query.
- 8.6 The performance security/performance bond shall remain at the entire disposal of OPaL as a security for the satisfactory completion of the supply of Equipment/ material/ Goods and Services in accordance with the conditions of the Purchase Order.

9 WARRANTIES & GUARANTEES:

9.1 Materials & Workmanship:

Supplier shall fully warrant that the stores, Equipment/Materials/Goods and component supplied under the order shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

- 9.2 Should any defects be noticed in design, material and/or workmanship, OPaL shall inform supplier and supplier shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site, without any cost to OPaL within a reasonable period. If the supplier fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, OPaL shall be free to take such corrective action as may be deemed necessary at supplier's risk and cost after giving notice to the supplier.
- 9.3 In case defects are of such nature that goods shall have to be taken to supplier's work for rectification etc. supplier shall take the goods at his cost after giving necessary undertaking or security as may be required by OPaL. OPaL shall if so require by the supplier, dispatch the goods by quickest mode on freight to pay basis to the supplier's work. After that, supplier shall deliver the goods at site on freight pre-paid basis. All risks in transit to and fro shall be borne by the supplier.
- 9.4 If the repairs, replacement or modifications referred are of such nature as may affect the efficiency of the equipment, OPaL shall have the right to give to the supplier within one month of such



replacement/renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

- 9.5 If the supplier fails to meet his obligation to repair or replace defective goods within a reasonable period of time, if supplier refuses to carry out work under the guarantee clause and implied guarantee conditions, if danger is anticipated or in case of severe urgency, OPaL shall be entitled to carry out at supplier's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by a supplier, OPaL is entitled to procure the remaining goods at supplier's cost and risk. This does not relieve supplier of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the supplier or his sub-contractors until delivery, shall be borne by supplier.

10 REJECTION:

If OPaL finds that the Equipment/Material/Goods supplied are not in accordance with the specifications and other conditions stated in the Purchase Order or otherwise not satisfactory owing to any reason of which OPaL will be the sole judge or its sample are received in damaged condition (of which matter OPaL will be the sole judge), OPaL shall be entitled to reject the whole of the Goods or the part as the case may be/ buy its requirement from open market and intimate to the Supplier the rejection without prejudice to the OPaL other rights and remedies to recover from the Supplier any loss which OPaL may be put to, also reserving its right to forfeit the security deposit/performance bond if any made for the due fulfillment of the Purchase Order. The Goods shall be removed by the Supplier and if not removed within 14 days of the date of communication of the rejection, OPaL will be entitled to dispose-off the same on account and at the risk of the Supplier and after recovering the storage charges at the rate of 5% of the value of Goods for each month or part of a month and the loss and expenses if any caused to the OPaL, pay balance to the Supplier.

11 DELETED

12 SUB-LETTING & ASSIGNMENT:

The Supplier shall not save with the previous consent in writing of the OPaL, sublet, transfer or assign the Purchase Order 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 Supplier from any obligation, duty or responsibility under the Purchase Order.

13 BREAKAGE/SHORTAGE:

Claim in respect of breakage/shortages in any case shall be preferred on the Supplier within thirty days from the date of receipt of stores by the consignee which shall be replaced/made good by the Supplier at his own cost. All risk of loss or damage to the Goods shall be upon the Supplier till it is delivered to the Purchaser/consignee.

14 FAILURE & TERMINATION/LIQUIDATED DAMAGES:

- 14.1 Time and date of delivery shall be the essence of the Contract. If the Contractor/Supplier fails to deliver the Goods/Equipment/Material, or any installment thereof within the period fixed for such delivery in the schedule or any time repudiates the Contract before the expiry of such period, the Purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

- a) Recover from the Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2%(half percent) of the Purchase Order Price of the whole unit/Lot-wise/delivery wise per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the Supplier has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be up to a ceiling of 10% of the Contract/Purchase Order Price of the whole unit of Goods/ Equipment/ Material which the Supplier has failed to deliver within the period fixed for delivery; or



- b) Cancel the Contract/Purchase Order or a portion thereof by serving prior notice to the Contractor/Supplier.
- c) It may further be noted that clause(a) above provides for recovery of liquidated damages on the cost of Contract/Purchase Order price of delayed supplies(whole unit) at the rate of 1/2%(half per cent) of the Contract/Purchase Order price of the whole unit per week for such delay or part thereof up to a ceiling of 10% of the Contract/Purchase Order price of delayed supplies (whole unit/Lot-wise/delivery wise). Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the Purchaser specified in the Purchase Order, from the bill for payment of the cost of the materials submitted by the Contractor/Supplier in accordance with the terms of Contract/Purchase Order or otherwise.
- d) Notwithstanding anything stated above, Goods will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time then Goods will be considered as delayed until such time until all the missing parts are also delivered.

14.2 Levy of liquidated damages(LD) due to delay in supplies :

14.2.1 LD will be imposed on the total value ((whole unit/Lot-wise/delivery wise) of the order unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the Purchase Order Price of delayed supply(ies). However, where in judgment of OPaL, the supply of partial quantity does not fulfill the operating need, LD will be imposed on full value of the Purchase Order.

14.2.2 Calculation of liquidated damages:

Liquidated damages will be calculated on the basis of Contract/Purchase Order price of Services/Materials/Goods excluding duties and taxes, where such duties/taxes have been shown separately in Contract/Purchase Order.

14.2.3 Extension in delivery period due to delay on the part of OPaL:

When the extension of time is required due to any delay on the part of OPaL, extension of delivery time for the period of such delay involved may be granted provided the Supplier produces documentary evidence of the delay.

14.3 Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In the event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

15 RISK PURCHASE:

In case of termination of the contract/purchase order or a running contract/PO, OPaL shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, OPaL shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s) or procure from open market through appropriate tendering process. However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.

16 ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY- LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of Contract.

17 INSPECTION/TESTING OF MATERIAL (Unless mentioned otherwise in the tender document):



The inspection of material will be carried out at OPaL Site by the authority specified in the Purchase Order. The material will be accepted only after the same has been found satisfactory after inspection. In case of rejection of goods, supplier shall replace the same at earliest without any cost implication to OPAL and till such time the rejected goods shall be lying at site at the risk and cost of supplier

18 **DELETED**

19 **DELETED**

20 **DELETED**

21 **FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Purchase Order, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean act of God, revolt, riot, fire, flood, war, cyclone, earthquake, Tsunami and Acts and Regulations of respective Governments of the two Parties, namely the Purchaser and the Supplier directly affecting the performance of the Purchase Order.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, OPaL shall have the option of cancelling this Purchase Order in whole or part at its discretion without any liability at its part.

22 **LANGUAGE:**

The Supplier shall ensure that the language/terminology/description of the Goods/Material/Equipment used in the supply order/Bill of Lading/ Airway Bill/ Invoice is verbatim in English and not at variance.

23 **PACKING & MARKING (Unless mentioned otherwise in the tender document):**

The Supplier shall consign/ship the materials in worthy packing conforming to the prescribed standards in force to withstand journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the Supplier in case of FOR destination contracts from Supplier's place to ultimate destination basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- i) Supply Order No. and date
- ii) Name of Supplier.
- iii) List of items in each packing
- iv) Gross and net weight in Kilogram on each box.
- v) Type of packages
- vi) Consignee
- vii) TOP/DON'T TURNOVER/HANDLE WITH CARE
- viii) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

24 **TAXES & DUTIES:**



24.1 The project/OPaL falls under the SEZ notified area. Any supplies to SEZ are zero rated, thus supplier shall not levy GST on any supplies rendered to SEZ. Any compliances in respect of zero-rated supply as prescribed under IGST Act, 2017 needs to be complied by supplier and OPaL would not undertake any responsibility whatsoever in this regard.

In case, the zero rated supply as may be applicable for the Project under the SEZ area are withdrawn subsequent to date of submission of the bid but before the scheduled completion date under the Purchase Order, the liability arising out of withdrawal of any or all these taxes and duties shall be regulated by "clause of Change in Law" of GTC of the Purchase Order.

The Supplier shall avail option of supplying goods and/or services without integrated tax for the SEZ Project. OPaL, upon request from the Supplier, may provide necessary document/information as may be required by the supplier.

It is the responsibility of supplier to ensure that all formalities like Gate Entry at Dahej - SEZ customs are completed before delivering the material to OPaL.

24.2 CORPORATE TAXES:

24.2.1 The Supplier shall bear all direct taxes, levied or imposed on the Supplier under the laws of India, as in force from time to time. The Supplier shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the OPaL for discharging any of its responsibilities under such laws in relation to or arising out of the Purchase Order.

24.2.2 Tax shall be deducted at source by OPaL from all sums due to an Indian tax resident Supplier in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time. Supplier shall furnish his Permanent Account Number (PAN) to OPaL for deducting the tax at source.

24.2.3 OPaL will not take any responsibility whether financial or otherwise, for the lapses, if any, on the part of the Supplier and consequent penal action taken by the Income Tax Department.

25 INPUT TAX CREDIT BENEFIT:

The project/OPaL falls under the SEZ notified area. The Project is exempted from levy of customs duty and GST. In case of withdrawal of exemptions for these taxes & duties, OPaL shall intend to avail Input Tax Credit benefits on capital goods, raw materials as well as services incorporated in the Works and the Contractor shall comply with all the requirements for availing Input Tax Credit benefits by OPaL, before claiming reimbursement of such taxes & duties paid by the Contractor.

26 CHANGE IN LAW:

In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of India or Public Body or any change in the interpretation or enforcement of any said Act or law, Rules or Regulations by Govt. or Public Body which becomes effective after the date as advised by the OPaL for submission of final price bid for this contract and which results in increased cost of the supplies under the contract through increased liability of taxes, (other than personnel and corporate taxes), duties, the Contractor shall be indemnified for any such increased cost by the OPaL subject to the production of documentary proof to the satisfaction of the OPaL to the extent which is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act or Law including Income Tax Act, Rules or Regulations of any Govt. or Public Body or any change in the interpretation or enforcement of any said Act or Law, Rules or Regulations by Govt. or Public Body becomes effective after the date as advised by the OPaL for submission of final price bid of this contract and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and corporate taxes), duties, the Contractor shall pass on the benefits of such reduced cost, taxes or duties to the OPaL.

27 PAYMENT TERMS:

i) No advance payment will be made.



- ii) 100% payment will be made within 30 calendar days from the date of receipt of clear and undisputed invoice/bill. Payment will be made after satisfactory inspection and delivery of full quantity of material at destination.

28 INVOICING INSTRUCTIONS:

- (i) Bill Should be in the name of
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130
- (ii) Invoice/Bill mailing address may be as follows;
Mr. Pranav Shukla, DGM-Finance
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130

Suppliers can also submit their digitally signed invoices to Invoice@opalindia.in

Invoice should contain following details.

- PO No. & Date
- PO material Code
- HSN Code
- PO Item Sr. No.

Invoices should bear PO ref. no., DO No and shall be enclosed with copies of PO, DO & Material acceptance receipt issued by representative of OPaL.

- (iii) **Vendor should mention the PO line item number against each item in the packing list**

- (iv) The following should be mentioned in the invoice:

“SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS ON PAYMENT OF INTEGRATED TAX”

(v) OR

“SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX”

- (vi) Proof of delivery in case of direct / door delivery (i.e. Delivery Challan, duly acknowledged by the consignee, for receipt of material in good condition).
- (vii) Consignee Copy of LR.
- (viii) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
- (ix) The following documents should be submitted along with material dispatch:-
- a) Tax Invoice Original issued under relevant invoice rules CGST Rules 2017, clearly indicating rates and amount of taxes shown separately).
- b) E-Way Bill.

29 DELETED

30 LAWS/ARBITRATION:

30.1 Applicable Laws

All questions, disputes or differences arising under, out of or in connection with this Purchase Order shall be settled in accordance with laws of India (both procedural and substantive) from time to time in force and to the exclusive jurisdiction of the Courts in India at Vadodara, subject to the provisions of clause 29.3.

30.2 Amicable settlement



If any dispute arises in connection with this Purchase Order, either party may give notice to the other party of the same, whereupon the parties shall meet promptly and in good faith attempt to reach an amicable settlement.

30.3

Arbitration:

Except as otherwise provided elsewhere in the Purchase Order/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:

- a) There shall be no arbitration for disputes involving claims upto Rupees 25 lakhs and more than 100 crores. Disputes involving claims above Rs.100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court Act, 2015.
- b) Arbitration can be invoked by giving invocation Notice only after expiry of the 60 days' period as per Dispute Notice stipulated in the para above.
- c) The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("**Invocation Notice**"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to date of notice should be adopted for conversion of foreign currency in Indian Rupees.
- d) For a dispute involving claims above Rs. 25 lakhs and upto Rs.5 crores, in case other party is Claimant, OPaL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by OPaL. In case OPaL itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in section 29B of the Arbitration & Conciliation Act, 1996.
- e) For a dispute involving claims above Rs.5 crores and upto Rs.100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respect mentioned above.
The other party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator within 30 days, who shall be the Presiding Arbitrator.
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
- f) For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
- g) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
- h) The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.



- i) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under.
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete.
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed
- j) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- k) In case of sole arbitrator, OPaL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.
- l) The seat of arbitration shall be the place from where the LOA/NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.
- m) Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.
- n) The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.

Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract

31 LIABILITY UNDER THE PURCHASE ORDER:

The total liability of the Supplier arising out of sale or use of the Equipment/ Material/ Goods supplied by them, if the same is found defective, shall be limited to the Purchase Order Price of such defective units and associated tools. In no event shall either party be liable to the other whether under the Purchase Order, tort or otherwise for any consequential loss or damage, loss of use, loss of production, loss of profit or interest costs or environmental pollution damage whatsoever arising.

32 ENERGY EFFICIENCY CRITERIA

All product/ services supplied by vendor/ service provider/ contractor should be energy efficient, wherever applicable.



Scope of Supply, Special Terms & Conditions**1. Scope of Supply**

Sl No	Material Code	Item	Detailed Item Description	Qty	UoM	HSN Code
1	OT1762100164	FLG,BL,2IN,CS,A105,RF,CL150	BLIND PIPE FLANGES; MAT:CARBON STEEL; MAT, SPEC:ASTM A105; FACING, FLANGE:RAISEDFACE; PRESSURE DESIGNATION:ASME CLASS 150; SIZE:2 IN; PIPING CLASS:DAQT75;COATING:HOT DIP GALVANIZED	26	EA	
2	OP1762100001	FLG,BL,A105,RF,C L150,3/4IN	BLIND PIPE FLANGES; MAT, SPEC:ASTM A105; FACING, FLANGE:RAISED FACE; FINISH, FLANGE FACING:125AARH; PRESSURE DESIGNATION:CL 150;SIZE:3/4 IN	2	EA	
3	OT1730180020	CAP,PIPE,BW,A234-WPB,SCH20,24IN	BUTT-WELD PIPE CAPS; DESIGN SPEC:ASME B16.9; MAT SPEC, BASE MATERIAL:ASTM A234GRADE WPB; MANUFACTURING PROCESS:SEAMLESS; SCHEDULE NUMBER:SCH 20; THICKNESS,WALL:10 MM; SIZE:24 IN; ENE CONNEVTION:BUTT WELD	8	EA	
4	OT1730180021	CAP,PIPE,BW,A234-WPB,SCH20,28IN	BUTT-WELD PIPE CAPS; DESIGN SPEC:ASME B16.9; MAT SPEC, BASE MATERIAL:ASTM A234GRADE WPB; MAT SPEC, FITTING:ASTM A234-GRADE WPB; MANUFACTURINGPROCESS:SEAMLESS; SCHEDULE NUMBER:SCH 20; THICKNESS, WALL:12 MM; SIZE:28 IN; ENECONNEVTION:BUTT WELD	8	EA	
5	OT1730500180	ELB,BW,90°,2IN,CS,XS,A234-WPB	BUTT-WELD PIPE ELBOWS; MAT:CARBON STEEL; MAT SPEC, BASE MATERIAL:ASTM A234 GRADE WPB; ANGLE:90°; SCHEDULE NUMBER:XS; SIZE:2 IN;DESIGN SPEC:ASME B 16.9; L=1.5D	10	EA	
6	OP1762700007	FLG,SW,A105,RF,C L150,HVY,1.1/2IN	SOCKET WELD PIPE FLANGES; PRESSURE DESIGNATION:CL 150; SIZE:1.1/2 IN; MAT, SPEC:ASTM A105; FINISH, FLANGE FACING:125AARH; FACING,FLANGE:RAISED FACE; PIPE SCHEDULE:HVY	8	EA	
7	OT1770300008	FLG,PIPE,SLIP ON,14IN,CL150,CS,A105,RF	SLIP-ON PIPE FLANGES; DESIGN SPEC:ASME B 16.5; MAT:CARBON STEEL; MAT, SPEC:ASTM A105; FACING, FLANGE:RAISED FACE; FINISH, FLANGEFACING:125 AARH; PRESSURE DESIGNATION:ANSI CL150; SIZE:14 IN	80	EA	



SI No	Material Code	Item	Detailed Item Description	Qty	UoM	HSN Code
8	OT1770300001	FLG,PIPE,SLIP ON,2IN,CL150,CS,A105,RF	SLIP-ON PIPE FLANGES; DESIGN SPEC:ASME B 16.5; MAT:CARBON STEEL; MAT, SPEC:ASTM A105; FACING, FLANGE:RAISED FACE; FINISH, FLANGEFACING:125 AARH; PRESSURE DESIGNATION:ANSI CL150; SIZE:2 IN	42	EA	
9	OP1762700003	FLG,SW,A105,RF,C L150,HVY,3/4IN	SOCKET WELD PIPE FLANGES; PRESSURE DESIGNATION:CL 150; SIZE:3/4 IN; MAT, SPEC:ASTM A105; FINISH, FLANGE FACING:125AARH; FACING,FLANGE:RAISED FACE; PIPE SCHEDULE:HVY	2	EA	
10	OP1770300028	FLG,PIPE,SLIP ON,28IN,CL150,CS,A105,RF	SLIP-ON PIPE FLANGES; DESIGN SPEC:AWWA C207 HUB TYPE CLAS D; MAT:CARBON STEEL;MAT, SPEC:ASTM A105; FACING, FLANGE:FLAT FACE; FINISH, FLANGE FACING:125 AARH;PRESSURE DESIGNATION:ANSI CLASS 150; SIZE:28 IN	4	EA	
11	OT1734260043	CPLG,PIPE,SW,HALF,A105,CL3000,1.1/2IN	SOCKET WELD PIPE COUPLINGS; TYPE:HALF; MAT:CARBON STEEL; MAT, SPEC:ASTM A105; PRESSURE DESIGNATION:ASME CLASS 3000; SIZE:1.1/2 IN;SPEC:ANSI B16.11; FORGED	4	EA	
12	OT1734260042	CPLG,PIPE,SW,HALF,A105,CL3000,1/2IN	SOCKET WELD PIPE COUPLINGS; TYPE:HALF; MAT:CARBON STEEL; MAT, SPEC:ASTM A105; PRESSURE DESIGNATION:ASME CLASS 3000; SIZE:1/2 IN;SPEC:ANSI B16.11; FORGED	2	EA	
13	OT1734260041	CPLG,PIPE,SW,HALF,A105,CL3000,3/4IN	SOCKET WELD PIPE COUPLINGS; TYPE:HALF; MAT:CARBON STEEL; MAT, SPEC:ASTM A105; PRESSURE DESIGNATION:ASME CLASS 3000; SIZE:3/4 IN;SPEC:ANSI B16.11; FORGED	6	EA	
14	OT5101010084	PIPE,MET,1/2IN,CS ,HVY,IS1239,C-WLD	METALLIC PIPE; SIZE:1/2 IN; MAT:CARBON STEEL; SCHEDULE NUMBER:HVY; END PREPARATION:PLAIN END; MAT, SPEC:IS 1239; COATING:BLACK;DIMENSIONAL SPEC:IS 1239 PART I; MANUFACTURING PROCESS:C WELDED; CORROSION ALLOWANCE:1.5 MM	6	M	
15	OT5101010087	PIPE,MET,1.5IN,CS ,HVY,IS1239,C-WLD	METALLIC PIPE; SIZE:1.5 IN; MAT:CARBON STEEL; SCHEDULE NUMBER:HVY; END PREPARATION:PLAIN END; MAT, SPEC:IS 1239; COATING:BLACK;DIMENSIONAL SPEC:IS 1239 PART I; MANUFACTURING PROCESS:C WELDED; CORROSION ALLOWANCE:1.5 MM	6	M	



SI No	Material Code	Item	Detailed Item Description	Qty	UoM	HSN Code
16	OT5101010097	PIPE,MET,18IN,CS,8MM,IS3589-330,WLD	METALLIC PIPE; SIZE:18 IN; MAT:CARBON STEEL; THICKNESS, WALL:8 MM; END PREPARATION:BEVEL END; MAT, SPEC:IS 3589 GRADE 330;DIMENSIONAL SPEC:IS 3589; MANUFACTURING PROCESS:WELDED; CORROSION ALLOWANCE:1.5 MM	36	M	
17	OT5101010088	PIPE,MET,2IN,CS,HVY,IS1239,C-WLD	METALLIC PIPE; SIZE:2 IN; MAT:CARBON STEEL; SCHEDULE NUMBER:HVY; END PREPARATION:BEVEL END; MAT, SPEC:IS 1239; COATING:BLACK;DIMENSIONAL SPEC:IS 1239 PART I; MANUFACTURING PROCESS:C WELDED; CORROSION ALLOWANCE:1.5 MM	24	M	
18	OT5101010099	PIPE,MET,24IN,CS,10MM,IS3589-330,WLD	METALLIC PIPE; SIZE:24 IN; MAT:CARBON STEEL; THICKNESS, WALL:10 MM; END PREPARATION:BEVEL END; MAT, SPEC:IS 3589 GRADE 330;DIMENSIONAL SPEC:IS 3589; MANUFACTURING PROCESS:WELDED; CORROSION ALLOWANCE:1.5 MM	108	M	
19	OT5101010100	PIPE,MET,28IN,CS,12MM,IS3589-330,WLD	METALLIC PIPE; SIZE:28 IN; MAT:CARBON STEEL; THICKNESS, WALL:12 MM; END PREPARATION:BEVEL END; MAT, SPEC:IS 3589 GRADE 330;DIMENSIONAL SPEC:IS 3589; MANUFACTURING PROCESS:WELDED; CORROSION ALLOWANCE:1.5 MM	156	M	
20	OT5101010085	PIPE,MET,3/4IN,CS,HVY,IS1239,C-WLD	METALLIC PIPE; SIZE:3/4 IN; MAT:CARBON STEEL; SCHEDULE NUMBER:HVY; END PREPARATION:PLAIN END; MAT, SPEC:IS 1239; COATING:BLACK;DIMENSIONAL SPEC:IS 1239 PART I; MANUFACTURING PROCESS:C WELDED; CORROSION ALLOWANCE:1.5 MM	6	M	
21	OT1788030127	BL,LINE,SPCT,14IN,CL150,CS,A105,FF	SPECTACLE LINE BLINDS; MAT:CARBON STEEL; SIZE:14 IN; PRESSURE DESIGNATION:ANSI CL150; MAT, SPEC:ASTM A105; DESIGN SPEC:ASME B16.48; FINISH, FLANGE FACING:125 AARH; FACING, FLANGE:FULL FACE	16	EA	
22	OT1730550043	SWAGE,CONC,BW,A105-WPB,SCH-STD,2INX1IN	BUTT-WELD PIPE NIPPLES; DIMENSIONAL SPEC:BS-3799; MAT:CARBON STEEL; MAT,SPEC:ASTM A105; MANUFACTURING PROCESS:SEAMLESS; END PREPARATION:PLAIN END;SCHEDULE NUMBER:SCH-STD; SIZE:1 X 2 IN	8	EA	



SI No	Material Code	Item	Detailed Item Description	Qty	UoM	HSN Code
23	OT1730550044	SWAGE,CONC,BW, A105-WPB,SCH-STD,3/4X1/2IN	BUTT-WELD PIPE NIPPLES; DIMENSIONAL SPEC:BS3799; MAT:CARBON STEEL; MAT,SPEC:ASTM A105 GARDE WPB; MANUFACTURING PROCESS:SEAMLESS; END PREPARATION:PLAINEND; SCHEDULE NUMBER:SCH-STD; SIZE:3/4 X 1/2 IN	2	EA	
24	OT1729910071	TEE,EQ,BW,A234-WPB,12.70MM,28IN ,DAAR53	BUTT-WELD EQUAL PIPE TEES; MAT:CARBON STEEL; MAT SPEC, FITTING:ASTM A234 GRADE WPB; MANUFACTURING PROCESS:WELDED; THICKNESS,WALL:12.70 MM; SIZE:28 IN; PIPING CLASS:DAAR53; DESIGN SPEC, FLANGE:ASME B16.5; PRESSURE DESIGNATION:ASME CL 150; WELDING QUALITYFACTOR (EJ)=1.00	4	EA	
25	OT1716710011	RDCR,FLG,1IN X 3IN,CL600	FLANGE REDUCER; REDUCING FLANGE, SIZE:1 IN X 3 IN; PRESSURE DESIGNATION:ASMECLASS 600; DESIGN SPEC:ASME B16.5; MAT, SPEC:ASTM A105; END CONNECTION 1:WELDNECK; END CONNECTION 2:RAISED FACE; FLANGE FACING FINISH:125 - 250 AARH	8	EA	
26	OT1730500165	ELB,BW,90°,A234-WPB,STD,14IN,DAAR66	BUTT-WELD PIPE ELBOWS; MAT:CARBON STEEL; MAT SPEC, BASE MATERIAL:ASTM A234 GRADE WPB; MANUFACTURING PROCESS:SEAMLESS; ANGLE:90 DEG;SCHEDULE NUMBER:STD; SIZE:14 IN; PIPING CLASS:DAAR66	4	EA	
27	OT1730500166	ELB,BW,90°,A234-WPBW,STD,16IN,D AAR66	BUTT-WELD PIPE ELBOWS; MAT:CARBON STEEL; MAT SPEC, BASE MATERIAL:ASTM A234 GRADE WPBW; MANUFACTURING PROCESS:SEAMLESS; ANGLE:90DEG; SCHEDULE NUMBER:STD; SIZE:16 IN; WELD JOINT QUALITY FACTOR Ej=1.00; PIPING CLASS:DAAR66	8	EA	
28	OT1730500167	ELB,BW,90°,A234-WPBW,STD,18IN,D AAR66	BUTT-WELD PIPE ELBOWS; MAT:CARBON STEEL; MAT SPEC, BASE MATERIAL:ASTM A234 GRADE WPBW; MANUFACTURING PROCESS:SEAMLESS; ANGLE:90DEG; SCHEDULE NUMBER:STD; SIZE:18 IN; WELD JOINT QUALITY FACTOR Ej=1.00; PIPING CLASS:DAAR66	4	EA	
29	OT1730500169	ELB,BW,90°,A234-WPBW,STD,24IN,D AAR66	BUTT-WELD PIPE ELBOWS; MAT:CARBON STEEL; MAT SPEC, BASE MATERIAL:ASTM A234 GRADE WPBW; MANUFACTURING PROCESS:SEAMLESS; ANGLE:90DEG; SCHEDULE NUMBER:STD; SIZE:24 IN; WELD JOINT QUALITY FACTOR Ej=1.00; PIPING CLASS:DAAR66	4	EA	




SI No	Material Code	Item	Detailed Item Description	Qty	UoM	HSN Code
30	OT1730500090	ELB,BW,90°,A234-WPB,12.70MM,28IN,DAAR53	BUTT-WELD PIPE ELBOWS; MAT:CARBON STEEL; MAT SPEC, FITTING:ASTM A234 GRADE WPB; MANUFACTURING PROCESS:WELDED; ANGLE:90°; THICKNESS,WALL:12.70 MM; SIZE:28 IN; PIPING CLASS:DAAR53; DESIGN SPEC, FLANGE:ASME B16.5; PRESSURE DESIGNATION:ASME CL 150; WELDING QUALITYFACTOR (EJ)=1.00	12	EA	

2. Special Terms & Conditions

- MOC & Size should be as per the scope of supply of tender.
- Material test certificate for all fittings and pipes should be supply along with material.
- IBR certificate should be supply along with IBR material.
- Pipes & fitting should have standard specification marking stamps on each item. Ex. Size/ASTM/SCH-Thickness/Lot-Batch no.
- Vendor has to Follow QAP provided by OPAL.
- Length Tolerance for pipes shall be $\pm 5\%$
- Standard supply length for pipe will be 5-6Mtr



 ONGC Petro Additions Ltd. Dahej		QUALITY ASSURANCE PLAN (Piping/Tubing : LTCS,CS & SS) CES- CORROSION AND INSPECTION								Doc.No- C&I/146.1/2022 Issue-01, Rev-1 Date: 19.09.2022	
SR.NO	INSPECTION ACTIVITY	CHARACTERISTIC CHECK	TYPE / METHOD CHECK	EXTENT OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE CRITERIA	FORMS OF RECORDS	INSPECTION BY		REMARKS	
								MFGR	TPI		
1.0	MATERIAL REVIEW										
1.1	Raw Material Inspection	Chemical Composition	Chemical Testing	Per Heat/Lot	Material Specifications	Material Specifications	MTC	P	R		
1.2		Mechanical Properties	Physical Testing	Per Heat/Lot	ASTM A 370	Material Specifications	MTC	P	R		
1.3		Impact Test	Physical Testing	Per Heat/Lot	Material Specifications	Material Specifications	MTC	P	R	for LTCS only	
1.4		Heat Treatment (if applicable)	Temperature Cycle	Per Heat/Lot	Material Specifications	Material Specifications	MTC	P	R		
1.6		Hardness test (if applicable)	Physical Testing	Per Heat/Lot	Material Specifications	Material Specifications	MTC	P	R		
1.7		Intergranular Corrosion Test	Laboratory Testing	Per Heat/Lot	A262, Practice E.	A262, Practice E.	Lab Report	P	R	Applicable to SS only	
2.0	INPROCESS INSPECTION										
2.1	Hydrotest Examination	Leakage/Deformation	Hydrotest Examination	100%	ASTM A 530/A 530M	Material Specifications	MTC	P	W	5% witness to TPI	
3.0	FINAL INSPECTION										
3.1	PMI Testing	Positive Material Identification	Chemical Composition	100%	Material Specifications	Material Specifications	PMI Report	P	R	100 % Witness. For AS & SS only	
3.2	Workmanship, Finish Appearance	Surface imperfections	Visual Inspection	100%	Material Specifications	Material Specifications	Inspection Report	P	R		
3.3	Overall Dimensions	Diameter, Length, Wall Thickness, Mass	Measurement & Visual Inspection	100%	ASME B36.10M/ ASME B36.19	ASME B36.10M/ ASME B36.19	Inspection Report	P	W	Each size / Lot	
4.0	PRODUCT MARKING										
4.1	Marking	Stencil Marking	Visual Inspection	100%	Material Specifications	Material Specifications	Inspection Report	P	R		
4.2	Painting	Painting	Visual Inspection	100%	Mfg'r Specifications /PO Specifications	Mfg'r Specifications /PO Specifications	Inspection Report	P	R		
5.0	FINAL DOCUMENTATION										
5.1	Documents	Inspection Reports, MTC's	Verification	100%	Approved QAP/Material Specifications	Approved QAP/Material Specifications	Complete Dossier	R	R		
5.2	Inspection Release	Inspection Reports, MTC's	Verification	100%	PO Specifications/ Approved QAP	PO Specifications/ Approved QAP	IRN Copy	R	H		
Notes: 1) Recommended TPI Agencies : LRA/TUV/BV. 2) TPI Cost shall be in scope of Vendor. 3) All Equipments, Technicians and Consumables to conduct Non Destructive Testing's (NDT's) are in scope of Vendor. 4) IBR items : Vendor shall submit IBR Original Forms along with delivery of the Material. 5) In case of conflict between purchase specification, material specification, PO/contract document and ITP, more stringent conditions shall be applicable.						LEGENDS: A- APPROVE, H- HOLD; W-WITNESS; R- REVIEW OF DOCUMENT; P- PERFORM, MFG- MANUFACTURER; TPI-THIRD PARTY INSPECTION, MTC- MATERIAL TEST CERTIFICATE					

PRICE BID FORMAT

TENDER NO: 2440C00423

BIDDERS NAME:

CURRENCY: INDIAN RUPEES

QUOTATION NO:

VALIDITY OF OFFER: 90 Days from the
date of bid opening*****Bidder to quote "Rate per single quantity as per UoM" in the price bid Rate column.**

SI No	Material Code	Item	Qty	UoM	FOR OPaL Dahej Rate/Unit (Rs.)
1	0T1762100164	FLG,BL,2IN,CS,A105,RF,CL150	26	EA	
2	0P1762100001	FLG,BL,A105,RF,CL150,3/4IN	2	EA	
3	0T1730180020	CAP,PIPE,BW,A234-WPB,SCH20,24IN	8	EA	
4	0T1730180021	CAP,PIPE,BW,A234-WPB,SCH20,28IN	8	EA	
5	0T1730500180	ELB,BW,90°,2IN,CS,XS,A234-WPB	10	EA	
6	0P1762700007	FLG,SW,A105,RF,CL150,HVY,1.1/2IN	8	EA	
7	0T1770300008	FLG,PIPE,SLIP ON,14IN,CL150,CS,A105,RF	80	EA	
8	0T1770300001	FLG,PIPE,SLIP ON,2IN,CL150,CS,A105,RF	42	EA	
9	0P1762700003	FLG,SW,A105,RF,CL150,HVY,3/4IN	2	EA	
10	0P1770300028	FLG,PIPE,SLIP ON,28IN,CL150,CS,A105,RF	4	EA	
11	0T1734260043	CPLG,PIPE,SW,HALF,A105,CL3000,1.1/2IN	4	EA	
12	0T1734260042	CPLG,PIPE,SW,HALF,A105,CL3000,1/2IN	2	EA	
13	0T1734260041	CPLG,PIPE,SW,HALF,A105,CL3000,3/4IN	6	EA	
14	0T5101010084	PIPE,MET,1/2IN,CS,HVY,IS1239,C-WLD	6	M	
15	0T5101010087	PIPE,MET,1.5IN,CS,HVY,IS1239,C-WLD	6	M	
16	0T5101010097	PIPE,MET,18IN,CS,8MM,IS3589-330,WLD	36	M	
17	0T5101010088	PIPE,MET,2IN,CS,HVY,IS1239,C-WLD	24	M	
18	0T5101010099	PIPE,MET,24IN,CS,10MM,IS3589-330,WLD	108	M	
19	0T5101010100	PIPE,MET,28IN,CS,12MM,IS3589-330,WLD	156	M	
20	0T5101010085	PIPE,MET,3/4IN,CS,HVY,IS1239,C-WLD	6	M	
21	0T1788030127	BL,LINE,SPCT,14IN,CL150,CS,A105,FF	16	EA	
22	0T1730550043	SWAGE,CONC,BW,A105-WPB,SCH-STD,2INX1IN	8	EA	
23	0T1730550044	SWAGE,CONC,BW,A105-WPB,SCH-STD,3/4X1/2IN	2	EA	



SI No	Material Code	Item	Qty	UoM	FOR OPaL Dahej Rate/Unit (Rs.)
24	OT1729910071	TEE,EQ,BW,A234-WPB,12.70MM,28IN,DAAR53	4	EA	
25	OT1716710011	RDCR,FLG,1IN X 3IN,CL600	8	EA	
26	OT1730500165	ELB,BW,90°,A234-WPB,STD,14IN,DAAR66	4	EA	
27	OT1730500166	ELB,BW,90°,A234-WPBW,STD,16IN,DAAR66	8	EA	
28	OT1730500167	ELB,BW,90°,A234-WPBW,STD,18IN,DAAR66	4	EA	
29	OT1730500169	ELB,BW,90°,A234-WPBW,STD,24IN,DAAR66	4	EA	
30	OT1730500090	ELB,BW,90°,A234-WPB,12.70MM,28IN,DAAR53	12	EA	

(SIGNATURE OF AUTHORISED SIGNATORY
AND SEAL OF THE CONTRACTOR)

Notes:

- Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted price.
- Bidder to note that the above quoted price (unit rate) should be inclusive of P&F charges, Transit Insurance & Freight charges.
- Bidders may quote for any of the available line items or for all the available line items in the scope of supply.
- The Rate/Item (FOR OPaL-Dahej) will be multiplied by the quantity of tender document. Item wise total FOR OPaL Dahej amount (inclusive of P&F, transit insurance and freight charges) for the Scope of Supply as indicated in Price Bid Format for the bidding document including addendum(s), if any, shall be taken for the purpose of evaluation.
- If any mathematical error is noticed in price bid format, same will be corrected by OPaL and binding to bidder. Arithmetic errors will be corrected by OPaL as follows:
 - Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
 - 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.
 - 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 accordingly.
- The project falls under the SEZ notified area. **The project is exempted from payment of all types of Taxes & Duties. OPaL's GSTN No. is 24AAAC09200B3Z2.**



BID EVALUATION CRITERIA**A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS**

Bidders are advised not to take any exception/ deviations to the bid document.

However, during evaluation of bids, OPaL may ask the bidder for clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or is permitted.

If the bidder still maintains exceptions/ deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.

B. REJECTION CRITERIA**B.1 Technical Rejection Criteria**

1. The following vital technical conditions shall be strictly complied failing which the bid will be rejected.

Scope of Supply:

- i) Bid should be complete in all aspects and should conform to the technical specifications indicated in specifications sheet at Annexure – III, duly supported with technical catalogues/literatures, type test reports. etc. wherever applicable. Bidder to submit make and model no. of proposed items at the time of bid submission. Incomplete and non-confirming bids will be rejected outright.
Note: Specification stipulated by OPaL shall be considered as minimum requirement which has to be fulfilled by the bidder.
- ii) Technical specification given in the tender documents will be the sole criteria for acceptance / rejection of the bid against this tender. Any deviation from the specification will not be acceptable and the bid will be rejected.

2. Eligibility & Experience Criteria:**2.1 Eligibility:**

- i) Bidder must be a registered company/proprietary firm/society/registered with municipal authorities or any other statutory institutions/shop establishment Act.

Documents to be submitted in support of this: - Bidder shall submit valid documents like Copy of Certificate of Incorporation/ registration certificate/ GST registration or any other certificate issued from Government authority.

- ii) Bidder shall be either regular established manufacturer OR it's authorized distributor/dealer of **"Pipe & Pipe Fittings"**.

Documents to be submitted in support of this:-

- a) In case, Bidder is a manufacturer it must submit valid documentary evidence for being a manufacturer (i.e. company registration certificate / ISO certificate / Excise Registration Certificate / Certificate issued by statutory Authority / NSIC Certificate or equivalent certificate.
- b) In case of dealer/distributor, bidder shall submit valid authorised distributorship / dealership certificate issued directly by OEM.

2.2 Experience Criteria:

Bidder should have experience in successful execution of PO's for supplying **"Similar Items"** to Petrochemical complex/ Petroleum Refinery/ Oil & Gas/ Fertilizer/ Power/ Steel/ Govt. Sector/ PSU/ Continuous process plant during last seven (07) years in either of the following. The experience will be considered till the date of ending of month previous to the one in which applications are invited.



*****Similar Item Means: Pipe & Pipe Fittings**

Minimum value of the purchase orders executed by the bidder should be as follows:

One purchase order of value not less than ₹. 35.00 Lakhs during the last seven years.

OR

Two purchase order of value not less than ₹. 21.00 Lakhs each during the last seven years

OR

Three purchase order of value not less than ₹. 18.00 Lakhs each during the last seven years

Documents to be submitted in support of this: Bidder must submit copy of Purchase Order and proof of Po's / Contracts [i.e, Completion certificates/ Execution certificate (Fully supplied/ Executed) issued from purchaser/ End User/ Invoice with proof of payment/ Inspection note etc./ any other documentary evidence that can substantiate the satisfactory execution of the purchase order] clearly having the reference number of PO, Item Description, Quantity executed and actual date execution/ completion]

B.2 COMMERCIAL REJECTION CRITERIA

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

1. Bid should be submitted in Two Bid system in separate envelopes.

- **Envelope 1: "EMD/Bid Bond"**

EMD/ Bid bond should be put in a separate sealed cover Envelope-1. MSE bidders who are intend to avail the EMD exemption, need to submit valid Udyam registration certificate to OPaL that they are registered as manufacturer for the items they intend to quote against OPaL tender.

- **Envelope 2: "Prequalification bid"**

The second inner sealed cover "Envelope No.2" will contain Unpriced Techno-commercial bids having all details but with price column blanked out. However, a tick mark (✓) shall provide against each item of the price format to indicate that there is a quote against this item in the price commercial bid. This cover will clearly be super-scribed as "Techno commercial Bid" along with tender number, date of closing/opening and item descriptions prominently underlined".

- **Envelope 3: "Price Bid"**

The third inner sealed cover "Envelop No. 3" will contain only the price schedule duly filled in and signed and will be clearly super-scribed as "price- bid" along with tender number.

These three covers shall be put into outer cover and sealed. The inner covers shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of OPaL's Office as indicated in 'Notice Inviting Tenders'

2. Acceptance of terms & conditions:

(i) The bidder must confirm unconditional acceptance of Instruction to bidders at ANNEXURE I, General Terms & Conditions at ANNEXURE II and Scope of Supply at ANNEXURE III. For this purpose bidder shall submit the entire tender document duly signed and stamped along with offer as a token of having accepted all the clauses of the tender.

(ii) Bidder must confirm unconditional acceptance of Security Deposit/ Liquidated damages/compensation/Failure to perform/Payment Terms as given in RFQ document otherwise offer will be rejected.



3. Offers of following kinds will be rejected:

- (i) Offers made without EMD/Bid bond shall be rejected OR Documentary evidence for EMD exemption.
- (ii) Offers made without Bid Securing Declaration in the prescribed format in Company Letterhead shall be rejected.
- (iii) Telex/ telegraphic/ fax/ e-mail/ Xerox/ photo copy offers and bids with scanned signature. Original bids which are not signed manually
- (iv) Offers which do not confirm unconditional validity of the bid as mentioned in Annexure-I Instructions to bidders
- (v) Offers where prices are not firm.
- (vi) Offers which do not conform to OPaL's price format.
- (vii) Offers which do not conform to delivery period as per the bid document.
- (viii) Bidder should not indicate/disclose prices in techno/commercial (Un-priced bid). In case bidders indicate/disclose prices in techno/commercial (Un-priced bid) or at any stage before opening of price bid, their bids shall be evaluated without giving any cognizance to such prices. Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.
If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price bid but has not indicated any price in its price bid (Sealed Envelope-2), its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.
- (ix) Offers made without "Power of Attorney" or Authorization or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.

C. PRICE EVALUATION CRITERIA

1. Evaluation of bids:

- (i) Item wise total FOR OPaL Dahej amount (inclusive of P&F, transit insurance and freight charges) for the Scope of Supply as indicated in Price Bid Format of the bidding document including addendum(s), if any, shall be taken for the purpose of evaluation.
- (ii) Purchase order for a particular item will be issued to the L-1 bidder in case the bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid for that particular item, economically feasible and responsive.
- (iii) In the event of a tie in respect of any particular item the order for the said item will go to the firm having higher average turnover value of previous two financial years.
- (iv) Average turnover of the bidder for previous two years shall be calculated by dividing the total turnover of previous two (02) years by two (2), irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 or complete 12 months.
- (v) The bidder will provide a copy of each of audited consolidated annual accounts of previous two financial years for ascertaining their turnover.
- (vi) Purchase preference policy (As mentioned in Instruction to bidders) as per Govt Notification Gazette Notification No. S.O.2119(E) dated 26.06.2020 (As amended) issued by Ministry of Micro, Small and Medium Enterprises is applicable for the instant tender. MSE bidders who are intend to avail the purchase preference, need to submit valid Udyam registration certificate to OPaL that they are registered as manufacturer for the items they intend to quote against OPaL tender

2. Taxes & Duties:

The project/OPaL falls under the SEZ notified area. Any supplies to SEZ are zero rated, thus supplier shall not levy GST on any supplies rendered to SEZ. Any compliances in respect of zero rated supply as



prescribed under IGST Act, 2017 needs to be complied by supplier and OPaL would not undertake any responsibility whatsoever in this regard.

In case, the zero rated supply as may be applicable for the Project under the SEZ area are withdrawn subsequent to date of submission of the bid but before the scheduled completion date under the Purchase Order, the liability arising out of withdrawal of any or all these taxes and duties shall be regulated by "clause of Change in Law" of GTC of the Purchase Order.

The Supplier shall avail option of supplying goods and/or services without integrated tax for the SEZ Project. OPaL upon request from the Supplier for the SEZ Project. OPaL upon request from the Supplier may provide any document/information as may be required by the supplier.

It is the responsibility of supplier to ensure that all formalities like Gate Entry at Dahej - SEZ customs are completed before delivering the material to OPaL

3. **Input Tax Credit Benefit:**

The project/OPaL falls under the SEZ notified area. The Project is exempted from levy of customs duty and GST. In case of withdrawal of exemptions for these taxes & duties, OPaL shall intend to avail Input Tax Credit benefits on capital goods, raw materials as well as services incorporated in the Works and the Contractor shall comply with all the requirements for availing Input Tax Credit benefits by OPaL, before claiming reimbursement of such taxes & duties paid by the Contractor.

D. GENERAL CRITERIA

- (i) The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
- (ii) Incomplete, incorrect, conditional or vague tenders will not be entertained and shall be liable to be rejected.
- (iii) The tender is governed by the terms and conditions given in the bid document. Bidders should avoid submitting their offers with their own printed terms and conditions.
- (iv) Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OPaL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OPaL's requirement will be rejected without seeking any clarification. However, OPaL at its discretion may ask the Bidders to confirm compliance/ provide deficient documents within the specified time before opening of the Price Bid.
- (v) Unsolicited clarification to the offer and/or change in price during its validity period would render the bid liable for outright rejection.
- (vi) OPaL may reject/ accept any tender without assigning any reason whatsoever.
- (vii) Any other point, which arises at the time of evaluation, will be decided by OPaL, under intimation to the bidders.

