ONGC Petro additions Limited
4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C. Dutta Road,
Alkapuri, Vadodara-390007

TENDER DOCUMENT

FOR

Annual Rate Contract for Storm Water Drain Cleaning Jobs for OPaL, Dahej

TENDER NO. 1911C00396

IMPORTANT DATES

TENDER SALE PERIOD:	29.06.2019, 0900 HRS to 19.07.2019, 1400 HRS
CLOSING DATE & TIME FOR BID SUBMISSION:	19.07.2019, 1400 HRS

ONGC Petro additions Limited
4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C. Dutta Road, Alkapuri, Vadodara-390007

To, **Date: 29.06.2019**

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NOTICE INVITING TENDER
UNDER TWO BID SYSTEMS

Dear Sirs,

SEALED BIDS are invited for **Annual Rate Contract for Storm Water Drain Cleaning Jobs for OPaL, Dahej.**

The details of the tender are given below.

1.	Tender No.	**1911C00396**
2.	Description of work	**Annual Rate Contract for Storm Water Drain Cleaning Job**
3.	Type of Tender	**Domestic Open Tender under Two Bid System**
4.	Tender Sale Period	**29.06.2019, 0900 HRS to 19.07.2019, 1400 HRS**
5.	Last date for submission of Queries	04.07.2019
6.	**Closing date & time for bid submission**	**19.07.2019, 1400 HRS**
7.	Date & time of Opening Tender	
	a) Prequalification bid	**19.07.2019, 1500 HRS**
	b) Price Bid	To be intimated later, after evaluation and short listing from Prequalification Bid.
8.	Earnest Money Deposit in the form of DD or Pay order/ Bank Guarantee	**Rs. 1,67,000/-**
9.	DD/ Pay Order payable to	ONGC Petro additions Limited, At Par
10.	Agreement duration	**Three YEARS**
11.	OPaL Site Address	OPaL Petrochemical Complex, Plot No. Z/1 & Z/83, Dahej, Taluka: Vagra, Dist: Bharuch-392130
12.	Qualifying and Evaluation criteria	As per Bid Evaluation Criteria (ANNEXURE VII)
13.	Bid Issuing & Submission office address	Materials Management Department ONGC Petro additions Limited (OPaL) OPaL Petrochemical Complex, Plot No. Z/1 & Z/83, Dahej, Taluka: Vagra, Dist: Bharuch-392130 **Tender Box is placed at Visitor pass section Gate No.2**

ONGC Petro additions Ltd.

(Sign & Stamp of Bidder)

		Contact Person: Mr. Rohit Vyas (9099994070) Leave Reserve officer: Mr. Rakesh Kumar (9099901510)
14.	Bid validity	**120** days from the date of opening of bid
15.	Validity of Bid security/ EMD	**150** days from the date of opening of bid
16.	Performance Bank Guarantee/ Security Deposit	(To be submitted within **15** days from the date of issue of NOA/ Service Order)
		Value: 11.8% of the Annualized Agreement Value excluding taxes **Validity:** Agreement period plus 60 (sixty) days.

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 address **www.opalindia.in**.
4. 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. In case of exigencies, OPaL at its option may decide to extend tender sale/ techno-commercial bid closing/ opening date/ time in future which will be posted on the OPaL website for information. Bidder should regularly visit OPaL website for the latest information in this regard.
7. OPaL reserves the right to cancel or annul the tender or part thereof, without assigning any reason whatsoever.
8. Tenderers should take due care to submit tenders in accordance with requirement in sealed covers. Offers sent without Bid Bond will be rejected straightaway.

For, ONGC Petro additions Limited

ONGC Petro additions Ltd.

Materials Management

(Sign & Stamp of Bidder)

ONGC Petro additions Ltd.

ANNEXURE I

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

ONGC Petro additions Limited (OPaL) is a petrochemical company, incorporated under The Companies Act 1956, promoted by Oil and Natural Gas Corporation (ONGC) and co-promoted by GAIL and GSPC. OPaL is coming up with one of the largest petrochemical complex in Asia at Dahej.

The details of the facilities which the OPaL requires in the present instance and for which bids are hereby invited are described in Scope of Work, ANNEXURE III.

The overall responsibility for the complete scope of work described in Scope of Work, ANNEXURE III will rest with the Service Provider.

1.1. **Eligibility and experience of the bidder**

Bidders should meet the criteria set forth in the Bid Evaluation Criteria (BEC) as ANNEXURE VII.

1.2. **Transfer of bidding documents**

The Bidding document is not transferable.

1.3. **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 what so ever in nature.

2.0 CONTENTS OF BIDDING DOCUMENT

2.1. The services required, bidding procedures and agreement terms are described in the bidding document.

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

2.3. 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.

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

ANNEXURE	Appendix	Details	Page No
ANNEXURE I	**Instructions to Bidders**		4
	Appendix- 1	Bidder General Information	16
	Appendix- 2	Bidding Document Acknowledgement Proforma	18
	Appendix- 3	Bid submission Proforma	19
	Appendix- 4	Bidders Past Services (Experience) Proforma	20
	Appendix- 5	Proforma for proposed changes/ modifications sought by Bidders to the Bidding conditions.	21

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	Appendix- 6	Matrix for Prequalification Evaluation.	22
	Appendix- 7	Confirmations to be given by bidders.	29
	Appendix- 8	Bid Compliance Statement	31
	Appendix- 9	Proforma of Bank Guarantee towards Bid Security/ Bid Bond	32
	Appendix- 10	Authorization Letter for attending Tender Opening	35
	Appendix- 11	Proforma of Certificate on Relative of Directors of OPaL	36
	Appendix- 12	Check list	37
	Appendix- 13	Proforma for Performance Bank Guarantee	40
	Appendix- 14	Proforma for form of Agreement	43
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ANNEXURE II	**General Conditions of Contract (GCC)**		51
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ANNEXURE III	**Scope of Work**		77
ANNEXURE IV	**Special Conditions of Contract (SCC)**		80
ANNEXURE V	**Schedule of Rates (SOR)**		57
ANNEXURE VI	**Price Format (PF)**		91
ANNEXURE VII	**Bid Evaluation Criteria (BEC)**		93

3.0 BID CLARIFICATION/ AMENDMENT TO BIDDING DOCUMENT

3.1. 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.

3.2. Amendments / reply on bidder queries (if any) will be uploaded on OPaL website. All bidders are requested to refer the OPaL website www.opalindia.in for Amendment / Reply on bidders' queries, if any, before submission of bid documents. All bidders must ensure that the amendments / reply on bidder queries (if any) are part of bidding documents and must be submitted along with bid document else bid shall be liable for rejection. Bidder should regularly visit OPaL website for the latest information in this regard.

3.3. 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.

4.0 PREPARATION OF BIDS

4.1. Language and Signing of Bid

4.1.1. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.

4.1.2. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the 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.

4.1.3. Bids shall be submitted in the prescribed bid Proforma duly filled in and signed and should be returned intact.

4.1.4. In the event of the space on the bid Proforma 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.

4.1.5. The bid Proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

4.1.6. The Bidders are advised in their own interest to ensure that all the points brought out in the Matrix for Prequalification Evaluation at Appendix- 6 to ANNEXURE I are complied with in their bid, failing which the offer is liable to be rejected.

4.1.7. 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.

4.1.8. The bidder should indicate at the time of quoting against this tender their full postal and fax addresses.

4.1.9. 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

4.1.10. 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.

4.1.11. 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.

4.1.12. 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 VII) will lead to rejection of the tender despite their being reflected in Appendix- 5 to ANNEXURE I.

4.1.13. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

4.1.14. 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.

4.2. **Submission of Evaluation Matrix**

4.2.1. Prequalification Evaluation Matrix enclosed along with the tender document as Appendix- 6 to ANNEXURE I is to be replied in Agreed/Not Agreed and filled in with the reference page No. of their Pre-Qualification bid by the bidders.

4.2.2. Bidders are also required to confirm the points as per Appendix- 7 to ANNEXURE I to ensure their explicit confirmation of BEC. Bidder must submit the confirmation chart duly filled in along with prequalification bid, failing which their bids are liable to be rejected.

4.3. **Clarification in respect of incomplete offers**

4.3.1. OPaL has to finalize its agreement within a limited time Schedule. Therefore, OPaL will not seek any clarifications in respect of incomplete offers unless the same is found necessary by OPaL. However, the discretion of OPaL will be considered as final.

4.3.2. 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.

4.4. **Documents comprising the Bid**

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

a) Price Format as per ANNEXURE VI.

b) Documentary evidence establishing

i) That the Bidder is eligible to bid and is qualified to perform the Agreement if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Agreement, 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 VII.

c) Documentary evidence that the services to be rendered by the Bidder conform to the requirements of bidding documents.

d) Bid security/ Bid Bond/ EMD

e) All Appendices of the bidding document duly filled in.

f) Bidder with relatives, etc., of Director of OPaL/ Key Managerial Personnel of OPaL: The bidders are required to certify in prescribed format (Appendix- 11 to ANNEXURE I) whether he/they is/are relative of any of the Directors of OPaL/ Key Managerial Personnel of OPaL (in terms of Section 184/188 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 consideration of the bid. This certificate must accompany the bid.

g) The complete tender document along with all supportive documents must be self-attested by bidder with stamp and signature on each page.

4.5. **Integrity Pact:**

Bidders are required to enter into Integrity Pact. The Bidder shall sign the Integrity Pact on all the pages and submit along with unpriced Pre-Qualification bid. The Integrity Pact should clearly reflect the Bidder's name, the TENDER No. and the Witness signatures. The Bidder who signs the Integrity Pact should be the same person who is duly authorized to sign the Bid as per Clause 4.1.9, 4.1.10 & 4.1.11 of ANNEXURE I.

4.6. **Price Schedule/ Format**

4.6.1. The Bidder shall complete the Price Format(s) furnished in the bidding document at ANNEXURE VI.

4.7. **Bid Prices/ Bid Currencies**

a) The bidders shall indicate on the Price Formats furnished in the bidding document at ANNEXURE VI, 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 agreement and not subject to variation on any account.

c) The bidder must take into account any possible changes/ fluctuations in the applicable minimum wages from time to time and other statutory welfare measures under various labour legislations while submitting the bid. No changes in minimum wages will be considered during entire tenure of the agreement except provisions mentioned in the tender document.

d) **Discount:** Bidders are advised not to indicate any separate discount. 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 agreement.

e) Bidders while quoting against the tender must take cognizance of all concessions permissible under the statutes including for services for project site which is located in the Special Economic Zone (SEZ) at Dahej, Gujarat, India as notified by Government of India.

4.8. **Concession/Exemptions Permissible Under Statutes**

a) The project site is located in the Special Economic Zone (SEZ) at Dahej, Gujarat, India as notified by Government of India. Service Provider/ Successful Bidder, must take all necessary steps in order to equip themselves to avail of all Concessions/exemptions permissible under the statutes including the benefit under Central Sales Tax Act 1956, failing which he will have to bear extra cost where SERVICE PROVIDER does not avail concessional rates/exemptions of levies like Customs Duty, Excise duty, Service tax, Sales Tax etc., as applicable.

4.9. **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.

4.10. **Payment**

a) Payment will be made, *inter-alia*, subject to the terms thereof in the General Conditions of Contract and Special Conditions of Contract. Payments will be made through Electronic fund transfer/ cheque payment.

b) No payment shall become due till SERVICE PROVIDER/ Successful Bidder, submits the requisite documents/ Performance Bank Guarantee and signs the Agreement.

c) OPaL will not take any responsibility for delay in transmission of funds by bank due to whatsoever reasons. In such case, the service provider shall ensure that uninterrupted services are provided by him and no problem is faced by OPaL.

d) The bidder must provide the correct particulars, viz. their Account number, etc., to enable the OPaL's bank to put through the correct transaction.

e) No advance payment shall be made to bidder. Bidder asking for advance payment will not be considered.

4.11. **Vague and Indefinite Expressions**

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

4.12. **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.

5.0 BID SECURITY

5.1. 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 5.6.

5.2. **The Bidders must enclose bid security with the Prequalification Bid of Rs. 1,67,000/-.**

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

a) Bank Draft in favour of "ONGC Petro additions Limited" payable at Vadodara.

b) Bank Guarantee in the prescribed format as per Appendix- 9 to ANNEXURE I, valid for 30 days beyond the date of required validity of offer (i.e. 150 days from date of opening of bid). The bank guarantee will have to be given from the Nationalized/ Scheduled banks, on non-judicial stamp paper as per stamp duty applicable at Vadodara, Gujarat. The non-judicial stamp paper should be either in the name of the issuing bank or the bidder.

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

5.5. Offers without Bid Security will be ignored.

5.6. 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 the successful bidder is seeking modifications to the agreed terms and conditions after issue of NOA (Notice of Award).

d) 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.

e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions.

f) Any effort by the bidder to influence the company on bid evaluation, bid comparison or contract award decision.

g) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. OPaL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/ Bid security (Bid Bond) as per section 4 of Integrity Pact.

h) On the occurrence of any other event as stipulated in the bid document.

5.7. 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

ONGC Petro additions Ltd.

Bid Security of successful bidder will be returned on receipt of Bank Guarantee towards Performance Guarantee (Performance Security).

6.0 TELEX/ TELEGRAPHIC/ TELEFAX/ XEROX/ PHOTOCOPY/ E-Mail BIDS:

Telex/Telegraphic/Telefax/Xerox/E-mail/Photocopy bids will not be considered.

7.0 SUBMISSION AND OPENING OF BIDS

7.1. Sealing and Marking of Bids

Bids are to be submitted in "**Two Bid System**". Offers are to be submitted in sealed covers as under;

- **Envelope 1:** "**Bid Security/ EMD**"
  The First Inner Sealed Cover will contain Bid Security/ Bid Bond/ EMD as per provisions of the tender.

- **Envelope 2:** "**Prequalification bid**"
  The Second Inner Sealed Cover will contain Prequalification bids having all details but with the price columns of the Price Bid Format (ANNEXURE VI) blanked out. In the Pre-qualification bid, indication on quoted percentage rate/ prices/ tick mark (√) shall NOT be provided by the bidder in respective three columns i.e. column No. 1, 2 or 3 indicating ABOVE (+) % OR BELOW (-) % OR AT PAR respectively in the Price Bid Format (ANNEXURE VI). Bidders shall confirm in the Prequalification bid that there is a quote in the "Price Bid" strictly as per Price Format"

- **Envelope 3:** "**Price Bid**"
  The "Price Bid" shall contain only a quoted percentage rate duly filled in as per the Price Format(s) at ANNEXURE VI.

- The above three covers shall be put into an **Outer Cover and sealed**. Only one bid should be included in one cover. 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 Tender**'.
- 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".
- The right to ignore any offer, which fails to comply with the above instructions, is reserved with OPaL.
- 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).
- Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.
- OPaL will not be responsible for the loss of tender form or for the delay in postal transit.

7.2. Deadline for Submission of Bids

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

OGC Petro additions Ltd.

specified date. All out-station tenders, if sent by post, should be sent under registered cover or speed post or courier.

7.3. **Late Bids**

a) 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.

b) Any bid received after dead line for submission of bid, will be rejected and returned unopened.

7.4. **Modification and Withdrawal of Bids**

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

7.5. **Opening of Bids**

a) The bid will be opened at 15:00 Hrs. (IST) on the date of opening indicated in "**Notice Inviting Tender**". 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-10 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.

b) 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.

8.0 EVALUATION OF BIDS

8.1. **Evaluation and Comparison of Bids**

Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at ANNEXURE VII and Price Format at ANNEXURE VI.

8.2. **Unsolicited Post Tender Modifications**

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

8.3. **Examination of Bid**

a) 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.

b) 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.

8.4. **Specifications**

The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not 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.

8.5. **Contacting OPaL**

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

9.0 AWARD OF AGREEMENT

9.1. **Award Criteria**

OPaL will award the agreement 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.

9.2. **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 Agreement, 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. OPaL also reserves to itself the right to accept any bid in part or split the order between two or more bidders. The decision by OPaL shall be treated as last and final in this case.

9.3. **Notification of Award (NOA)**

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

b) The Notification of Award will constitute the formation of the agreement.

c) Upon the successful bidder's furnishing performance security pursuant to Clause 10.1, the OPaL will promptly notify each unsuccessful bidder (as per Clause 5.7) and discharge their bid securities.

9.4. **Mobilisation Period**

Successful bidder shall be required to mobilize for commencement of services at the specified locations as per Mobilization details given at SCC (Special Conditions of Contract).

9.5. **Signing of Agreement**

The successful bidder is required to sign a formal detailed agreement with OPaL within a maximum period of 30 days of date of NOA/Service Order. Until the agreement is signed, the NOA shall remain binding amongst the two parties.

10.0 PERFORMANCE SECURITY

10.1. Within 15 (fifteen) days of the receipt of Notification of Award (NOA) from the OPaL, the Successful Bidder shall furnish the Performance Guarantee @ 11.8% of Annualized Agreement Value excluding tax, in the Performance Bank Guarantee Form provided at Appendix- 13 of ANNEXURE I of the bidding documents.

10.2. Failure of the Successful Bidder to comply with the requirement of Clause 10.1 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.

10.3. 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 SERVICE PROVIDER under the agreement

subject to the SERVICE PROVIDER furnishing a certificate from the relevant authorities confirming payment of all wages & legal dues/ benefits, provident fund and ESI (where applicable) dues, and payment of workmen's compensation premium (where applicable) and gratuity contributions, or furnishing other proof of relative payments upto the date of termination of the agreement with respect to all his employees deployed to render the services and further subject to other conditions, if any, under the GCC. SERVICE PROVIDER shall submit an undertaking along with necessary supporting document to confirm fulfilment of all contractual and statutory obligations.

11.0 CORRESPONDENCE

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

Head-MM
Materials Management Department
ONGC Petro additions Limited (OPaL)
OPaL Petrochemical Complex,
Plot No. Z/1 & Z/83, Dahej,

Taluka: Vagra, Dist: Bharuch-392130.

12.0 REPRESENTATION FROM THE BIDDER

12.1. 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.

12.2. 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.

12.3. The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to the President (OPaL) as mentioned in the tender document. However, if such representation is found by President (OPaL) to be un-substantiative and/or frivolous and if the tender has to be closed because of the delays/disruptions caused by such representations and the job 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 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.

13.0 SITE VISIT

The Bidder is advised to visit and examine the site of works & its surroundings and obtain for himself, on their own responsibility, all information that may be necessary for preparing the bid and entering into an agreement. The costs of visiting the Site shall be at Bidder's own expense.

14.0 <u>Submission of forged documents:</u>

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

ONGC Petro additions Ltd.

tender/contract conditions, OPaL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

The bidder shall be required to give an undertaking (**Appendix- 17 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.

Appendix- 1 to ANNEXURE I

Tender No: 1911C00396

Details **Annual Rate Contract for Storm Water Drain Cleaning Job**

BIDDER GENERAL INFORMATION

1	Full Name		
2	Type of entity **(Submit a registration proof along-with bid document)**	(Put a tick mark below on applicable option)	
			Proprietorship Firm
			Partnership Firm
			Private Limited Company
			Public Limited Company
			Society
			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 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:	

(Sign & Stamp of Bidder)

10	Goods & Service Tax Regn. No. **(Submit a copy)**	
11	PAN No. **(Submit a copy)**	
12	**PF Details**	
13	Bank Details	1) Beneficiary Name 2) Name & Address of the Bank with branch details: 3) Type of Bank account (Put a tick) • 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 cancelled cheque leaf** _____

Place:

Date:

Authorized Signature:

Name:

Designation:

Seal:

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

Appendix- 2 to ANNEXURE I

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Date: .....

ONGC Petro additions Limited
4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited,
R.C. Dutta Road, Alkapuri, Vadodara-390007

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of ANNEXUREs (along with their Appendices) enclosed to the "Notice Inviting Tender" pertaining to **Annual Rate Contract for Storm Water Drain Cleaning Job`** at OPaL Dahej against **Tender No. 1911C00396.**

We have noted that the closing date for receipt of the tender by OPaL is _____ at 1400 hrs (IST) and opening at 1500 hrs (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of OPaL and that the said documents are to be used only for the purpose intended by OPaL.

Our address for further correspondence on this tender will be as under:
.....
.....

FAX NO:
TELEPHONE NO:

Yours faithfully,

PERSONAL ATTENTION OF:
(IF REQUIRED)
(BIDDER)

Note: This form should be returned along with offer duly signed.

_____
(Sign & Stamp of Bidder)

Appendix- 3 to ANNEXURE I

BID SUBMISSION PROFORMA

(To be submitted on bidder's letter head)

Tender No. **1911C00396**

Bidder's Address:

_____

_____

_____

To,

ONGC Petro additions Limited

Dear Sirs,

1. I/We hereby offer to supply the services detailed in Schedule hereto or such portion thereof, as you specify in the Acceptance of Tender, at the price given in the said Schedule and agree to hold this offer open till _____/_____/_____. (DD/MM/YY- **120** days from the date of opening the bid).
2. I/We have understood and complied with the "Instructions to Bidders" at ANNEXURE I, "Bid Evaluation Criteria" at ANNEXURE VII and accepted the "General Conditions of Contract" at ANNEXURE II for providing services and have thoroughly examined and complied with the specifications, "Scope of Work" at ANNEXURE III, "Special Conditions of Contract" at ANNEXURE IV and/or pattern stipulated and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following pages have been added to and form part of this tender:-

Yours faithfully,

Signature of Bidder

Place:	Authorized Signature:
Date:	Name:
	Designation:
	Seal:

Signature of witness

Name

Address

Dated

_____

(Sign & Stamp of Bidder)

Appendix- 4 to ANNEXURE I

Tender No. **1911C00396**

BIDDERS PAST EXPERIENCE PROFORMA

Sr.	Name and address of Client/ organization	Work Order No.	Work Order Value (Rs/Lac)	Period		Description of service	Work Order/ Contract copy with page no in the bid	Name & Contact Nos. Of Responsible Person of Client
				From	To			

Note:

- Bidder should submit copies of contracts, along with documentary evidence in respect of satisfactory execution of each of above contracts, in the form of copies of any of the documents (indicating respective contract number, contract value , executed contract value and type of services), such as…

  i) Satisfactory completion/ performance report. In case work is continuing at the time of bidding then bidder should submit satisfactory performance certificate from the existing client for executed work period **(or)**
  ii) Proof of release of performance security after completion of the contract **(or)**
  iii) Proof of settlement/ release of final payment against the contract **(or)**
  iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

Appendix- 5 to ANNEXURE I

Tender No. **1911C00396**

PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS
(To be submitted in advance on or before the last date for receipt of queries)

OPaL expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following Proforma in advance **on or before the last date for receipt of queries** as mentioned in NIT.

Sr.	Page No. & Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	Remarks
1				
2				
3				
4				
5				

Place:

Date:

Authorized Signature:

Name:

Designation:

Seal:

(Sign & Stamp of Bidder)

Appendix- 6 to ANNEXURE I

Tender No: **1911C00396**

Details **Annual Rate Contract for Storm Water Drain Cleaning Job`**

Matrix for Prequalification 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 (Agreed/ Not Agreed)	Reference to attachments and page no.
A.0	**VITAL CRITERIA FOR ACCEPTANCE OF BIDS** Bidders are advised not to take any exception/ deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid discussion. In case Pre-bid discussion is not held, the exceptions/ deviations along with suggested changes are to be communicated to OPaL within the date specified in the NIT and bid document. OPaL after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. 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.0	**REJECTION CRITERIA**		
B.1.0	**TECHNICAL REJECTION CRITERIA** The following vital technical conditions should be strictly compiled with failing which the bid will be rejected.		
B.1.1	**Scope of Work:** Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical		

OGC Petro additions Ltd.

	catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.		
B.1.2	**Eligibility & Experience of the bidder**		
B.1.2.1	**Eligibility:** The Bidder must be a Registered Company/ Firm/ Society/ registered with Municipal Authorities or any other statutory institutions/ Shop Establishment Act. <u>Documents required for supporting experience B.1.2.1:</u> For supporting, bidder shall submit valid documents like Copy of Certificate of Incorporation/ Registration Certificate/ National Small Industries Corporation Certificate or any other certificate issued from Government Authorities.		
B.1.2.2	**Experience:** The bidder should have executed & successfully completed at least one single order **in last Five years** with minimum annualized contract value not less than **Rs.7 lakhs** in providing services "involving Cleaning / Desilting / Sludge Removal / Floating Vegetation / Pond ash / Bio Sludge / Hydro jetting / Oily waste from Strom water Channel / Guard Pond / Effluent Treatment Plant / Reservoir / Discharge Channel / OWS Line/ Manhole/ SWS Line for industrial complexes". The period will be reckoned from the date ending last day of month previous to the one in which applications are invited. **Note:** ➢ Bidders experience as a main contractor will be considered for criteria mentioned at Para No.B.1.2. Jobs executed as a sub-contractor will not be considered for above mentioned criteria's. ➢ Annualized Agreement Price/Value shall mean Total Agreement Price/Value divided by Agreement period in number of days and then multiplied by 365 days, in case completion period is more than 365 days, and Total Agreement Price/ Value in case Agreement period is less than or equal to 365days <u>Documents required for supporting experience B.1.2.2:</u> Bidder should submit copies of contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as ➢ Satisfactory completion/ performance report. In case work is continuing at the time of bidding then bidder should submit satisfactory		

OGC Petro additions Ltd.

	performance certificate from the existing client for executed work period **(or)** ➢ Proof of release of performance security after completion of the contract **(or)** ➢ Proof of settlement/ release of final payment against the contract **(or)** ➢ Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. **All the documents should be attested by the Public Notary.**		
B.1.2.3	The bidder shall not have been blacklisted by any State/Central Department or PSU or Autonomous bodies. The applicant must submit a duly notarized affidavit to this effect.		
B.1.3	All supporting documents, submitted for clarification request from OPaL, must be of activity prior to opening the prequalification bid		
B.2.0	**COMMERCIAL REJECTION CRITERIA:** The following vital commercial conditions should be strictly complied with failing which the bid will be rejected		
B.2.1	Bid should be submitted in Two Bid system in three separate envelopes. • **Envelope 1: "Bid Security/ EMD":** The First Inner Sealed Cover will contain Bid Security/ Bid Bond/ EMD as per provisions of the tender. • **Envelope 2: "Prequalification bid":** The Second Inner Sealed Cover will contain Prequalification bids having all details but with the price columns of the Price Bid Format (ANNEXURE VI) blanked out. In the Pre-qualification bid, indication on quoted percentage rate/ prices/ tick mark (√) shall NOT be provided by the bidder in respective three columns i.e. column No. 1, 2 or 3 indicating ABOVE (+) % OR BELOW (-) % OR AT PAR respectively in the Price Bid Format (ANNEXURE VI). Bidders shall confirm in the Prequalification bid that there is a quote in the "Price Bid" strictly as per Price Format". • **Envelope 3: "Price Bid":** The "Price Bid" shall contain only a quoted percentage rate duly filled in as per the Price Format(s) at ANNEXURE VI.		
B.2.2	**Acceptance of terms & conditions:**		

	• The bidder must confirm unconditional acceptance of Instruction to Bidders at ANNEXURE I, General Conditions of Contract at ANNEXURE II, Scope of Wok at ANNEXURE III and Special Condition of Contract at ANNEXURE IV. • For this purpose, bidder shall return the complete set of tender document and amendments, if any, along with offer in original duly filled in with signed and stamped on all pages as a token of having accepted all the clauses of the tender.		
B.2.3	**Offers of following kinds will be rejected:**		
a.	Offers made without Bid Security/ Bid Bond/ EMD along with the offer.		
b.	Fax/ e-mail/ photo copy offers and bids with scanned signature. Original bids which are not signed manually.		
c.	Offers which do not confirm unconditional validity of the bid for **120 days** from the date of opening of Prequalification Bid.		
d.	Offers where prices are not firm during the entire duration of the agreement and/or with any qualifications.		
e.	Offers which do not conform to OPaL's price format.		
f.	Offers which do not confirm to the mobilization period indicated in the bid.		
g.	Offers which do not confirm to the agreement period indicated in the bid.		
h.	The offers of the bidders indicating/ disclosing prices in Prequalification Bid or at any stage before opening of Price Bid shall be straightaway rejected.		
i.	Non-submission of integrity pact, as per Appendix–16 to ANNEXURE I, along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of Prequalification bids.		
j.	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.0	**PRICE EVALUATION CRITERIA:**		
C.1.	The prices should be quoted strictly as per price format at ANNEXURE VI. **Quoted Percentage Rate** as indicated at ANNEXURE VI of bid document will be taken for the evaluation. OPaL will award the contract to techno-commercially qualified bidder having lowest adjusted value using percentage rate quoted.		
C.2.	Bidder whose rate is Lowest (L1) will be awarded the work as per work distribution methodology mentioned below		

C.3.	L2, L3 so on bidders will be called to match the prices of L1 bidder and work will be awarded as per work distribution methodology mentioned below.		
C.4	**Work Distribution Methodology:** **Sl.** | **Ranking** | **Work Distribution** 1 | L1 Bidder | 60% of total work 2 | L2 Bidder* | 40% of total work * Subject to matching the price of L1 bidder.		
C.5	An opportunity to match the prices of L1 bidder will be offered rank wise to the bidders. If any bidder is not agreeing to match the prices of L1 bidder then opportunity will be offered to next lowest bidder.		
C.6	In case, no bidders are agreeing to match the prices of L1 bidder, entire work may be awarded to L1 bidder on his acceptance.		
C.7	If two or more bidders happen to be lowest (L1)/same rank then bidder having higher average turn-over value of previous two financial years shall be considered as L1/lowest bidder.		
C.8	Average turnover of the bidder for previous two financial years shall be calculated by dividing the total turnover of previous two (2) 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		
C.9	The bidder will provide a copy each of audited annual accounts of previous two financial years for ascertaining their turnover and net worth. The date (i.e. the financial period closing date) of the immediate previous year's audited annual accounts should not be older than eighteen (18) months from the bid closing/ prequalification bid opening date.		
C.10	**Taxes & Duties:**		
C.10.1	Total Value is inclusive of all applicable duties & taxes including Income Tax/ withholding Tax, corporate tax, personal tax, etc. payable directly by the SERVICE PROVIDER to Government. The Project is exempted from payment of **Goods and service tax** payable directly by the SERVICE PROVIDER. However, bidder is required to ascertain themselves, the prevailing rates of Taxes & Duties as applicable in Dahej SEZ on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and the Company would not undertake any responsibility whatsoever in this regard.		

C.10.2	In case, the exemptions applicable for the Project under the SEZ area are withdrawn for any or all of the above mentioned taxes and duties subsequent to date of submission of the bid but before the scheduled completion date under the Agreement, the liability arising out of withdrawal of any or all these taxes and duties shall be regulated by Change in Law of GCC of the agreement.		
C.10.3	The SERVICE PROVIDER shall avail all concessions/ exemptions available for the SEZ Project. The Company upon request from the SERVICE PROVIDER along with necessary details will provide recommendatory letters, if required, in the prescribed Proforma for availing the concessions/ exemptions in respect of taxes payable by SERVICE PROVIDER directly to Government. The responsibility of availing the concessions/ exemptions will be that of the SERVICE PROVIDER.		
D.0	**GENERAL CRITERIA**		
D.1	The BEC over-rides all other similar Clauses operating anywhere in the Bid Documents.		
D.2	Incomplete, incorrect, conditional or vague tenders will not be entertained and shall be liable to be rejected.		
D.3	The tender is governed by the terms and conditions given in the bid document. Bidders should not submit their offers with their own printed terms and conditions.		
D.4	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.		
D.5	There is no conviction and/or penalty or punishment has been awarded/suffered in any criminal and/or social and economic offence cases against <individual>/company/partnership firm and/or its directors and officer who is in default/partners/proprietor in any court/forum and/or legal proceeding in India. This information has to be submitted along with the tender in an affidavit, attached as Appendix- 15 to ANNEXURE I, on non-judicial stamp paper and duly notarized. In case the information is found false, OPaL reserves the right to terminate the agreement, if awarded to such service providers/ agencies.		
D.6	Unsolicited clarification to the offer and/or change in price during its validity period would render the bid liable for outright rejection.		

D.7	OPaL may reject/ accept any tender without assigning any reason whatsoever.		
D.8	Any other point, which arises at the time of evaluation, will be decided by OPaL, under intimation to the bidders.		

Appendix- 7 to ANNEXURE I

Confirmation to be given by bidder

A. Following confirmations are to be given by the bidder by tick (√) marking in the last column.

Sr.	Details	Bidder Response tick (√)
1	I/We hereby confirm that we submitted our quote in "Price Bid" strictly as per Price Format(s), at ANNEXURE VI.	
2	I/We hereby confirm that I/we have filled **only one percentage rate** in any one column from the three columns given in the Price Format at ANNEXURE VI and **strike out the other two columns**. I/We understood that bidders filling the percentage rate in more than one column shall be rejected straightway.	
3	I/We hereby confirm that I/We have **not indicated/ disclosed/ tick marked** my/our Quoted Percentage rate in Prequalification bid.	
4	I/ We understood that offers of the bidders, indicating/ disclosing Quoted Percentage rate in the prequalification bid or at any stage before opening of Price Bid shall be straightway rejected.	
5	I/We hereby confirm that our unconditional validity of the bid is for **120 days**.	
6	I/We hereby confirm that our unconditional validity of the Bid security/EMD is for **150 days** from the date of opening of bid.	
7	I/We hereby confirm that I/We will furnish security deposit in the form of bank guarantee for an amount equal to 11.8% of Annualized Agreement Value excluding tax within 15 days of receipt of NOA/ Service Order.	
8	I/We hereby confirm that our quoted prices are **FIRM** during the entire duration of the contract without any qualifications.	
9	I/We hereby confirm acceptance of mobilization period as mentioned in BEC.	
10	I/We hereby confirm acceptance of the agreement period of **Three Years.**	
11	I/We hereby confirm acceptance of Instructions to bidders (ANNEXURE I), General Conditions of Contract (ANNEXURE II), Scope of Work (ANNEXURE III) and Special Conditions of Contract (ANNEXURE IV) in toto, without any exceptions/ exclusions/ deviations.	

_____
(Sign & Stamp of Bidder)

12	I/We hereby confirm that all entries are in ink NOT in Pencil, repeat NOT in pencil.	
13	I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by authorized signatory.	
14	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
15	I/We hereby confirm that entire tender document with all supporting documents are self-attested by authorized signatory with stamp and signature.	
16	I/We hereby confirm that I/we have submitted the Bid Security as applicable. (Ref. 5.0 of ANNEXURE I, Instructions to Bidders).	
17	I/We hereby confirm that I/ we have submitted the Integrity Pact duly signed on all pages, along with the witness signatures.	
18	I/We hereby confirm that Appendix-3 is submitted on our company letter head along with the Bid Documents.	
19	I/We hereby confirm that I/we have submitted the **Power of Attorney** for the person signing these bid documents. Ref. Clause 4.1.9, 4.1.10 & 4.1.11 of Instructions to bidders (ANNEXURE I).	

Note: If any box above is not tick (√) marked or falsely tick marked, the bid is likely to be rejected.

Appendix- 8 to ANNEXURE I

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. **1911C00396** 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 outrightly 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.

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

Appendix- 9 to ANNEXURE I

Proforma for Bank Guarantee towards BID Security /Bid Bond

Ref. No..... Bank Guarantee No..... Dated.....

To,

ONGC Petro additions Limited.
4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited,
R.C. Dutta Road, Alkapuri, Vadodara-390007

Dear Sirs,

1. Whereas ONGC Petro additions Ltd. (OPaL) incorporated under the Companies Act, 1956, having its registered office at 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C. Dutta Road, Alkapuri, Vadodara-390007 (hereinafter called 'OPaL' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a **Tender No. 1911C00396** and M/s _____ having Head / Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No.._____ and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) _____(Indian Rupees(in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by OPaL which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank)_____ registered under the laws of_____(name of the Country) having head/registered office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by OPaL, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without OPaL having to substantiate the demand. Any such demand made by OPaL shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

_____
(Sign & Stamp of Bidder)

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

5. This guarantee shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

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

   In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... day of..... 2016 at.....

(Signature)

Full name, designation official address (in legible letters) with Bank stamp.

Attorney as per Power of Attorney No……Dated……

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:

OPaL Petro additions Ltd.

(i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Head (MM) - 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C. Dutta Road, Alkapuri, Vadodara-390007

(ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the offer.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY

1. The Bank Guarantee by Indian bidders will be given on non-judicial stamp paper/ franking as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in the name of issuing bank or the bidder.
2. The expiry date as mentioned in the Clause 5 & 6 above should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
3. The Bank Guarantee will be given from Nationalized/ Scheduled Banks only.

Appendix- 10 to ANNEXURE I

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. _____ Date____

To,

The _____
ONGC Petro additions Limited
_____
_____ (India)

Subject: **Tender No. 1911C00396 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.

_____
(Sign & Stamp of Bidder)

ONGC Petro additions Ltd.

Appendix- 11 to ANNEXURE I

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

_____
Signature of the Bidder

Name_____

Seal of the Firm

Place.....

Date.....

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

Appendix- 12 to ANNEXURE I

CHECK LIST

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

1. Please tick the box whichever is applicable and cross the box (es) whichever is/are not applicable.
2. Please sign each sheet.
3. The check-list duly filled in must be returned along with the offer.

COMMERCIAL

1. Whether Bank Draft/Bank Guarantee/Banker's cheque/ cashier's cheque for the requisite earnest money has been enclosed with the offer?

   YES ☐ NO ☐

2. If enclosed Bank Draft/Bank Guarantee/Banker's cheque/ cashier's cheque furnish the following:-

   2.1. Name of the Bank

   2.2. Value

   2.3. Number

   2.4. Date of issue

   2.5. Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.
   (The validity of Bank Guarantee should be 150 days from the date of opening of bid).

3. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?

   YES ☐ NO ☐

4. Has the bidder's past experience Proforma (Appendix- 4 to ANNEXURE I) has been carefully filled & enclosed with this offer?

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

YES ☐ NO ☐

5. Whether the period of validity of the offer is as required in bidding document? If not, mention the extent of variation.

YES ☐ NO ☐ Extent of variation in days ☐

6. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as

Secretary Manager Partner

Sole Proprietor Active Partner Other (Pls mention) _____

7. If the Bidder is seeking business with OPaL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past along with their performance report?

YES ☐ NO ☐

8. Whether the offer is being sent in sealed cover and super scribed with tender Number and closing/opening date?

YES ☐ NO ☐

9. Is the offer being sent by Registered post/ Courier/ Speed Post or proposed to be dropped in tender box?

Registered Post ☐ Courier ☐ Speed Post ☐ Dropped in Tender box ☐

10. Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the person signing the offer?

YES ☐ NO ☐

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

11. Are the pages of the offer consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer?

YES ☐ NO ☐

12. Has the offer been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications/ amendments?

YES ☐ NO ☐

13. Whether Appendices 2 & 3 of ANNEXURE I of the bidding document in original, duly filled in and a confirmation of Clauses of ANNEXURE I and II given and enclosed with the offer?

YES ☐ NO ☐

14. Whether all the clauses and terms & conditions of the bidding document are accepted?

YES ☐ NO ☐

15. Whether details of your registration under Goods and Service Tax have been indicated in the offer? Has Form GST been attached with the Prequalification Bid?

YES ☐ NO ☐

Signature of the Bidder

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

Appendix- 13 to ANNEXURE I

Proforma for Performance Bank Guarantee

REF NO. _____ DATED

BANK GUARANTEE NO.

To,
ONGC Petro addition Limited,
4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited,
R.C. Dutta Road, Alkapuri, Vadodara-390007

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. Dutta Road, Alkapuri, Vadodara-390007 (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 "Service Provider") 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 Service Provider 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_____ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or meaning thereof include all its successors; administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. _____ (in figures) (Indian Rupees)_____ (in words) without any demur, reservation, contest or protest and/or without any reference to the Service Provider. 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 service provider 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 service provider or service provider may alternatively submit fresh Bank Guarantee for the equivalent amount of liquidated damages recovered by Company.

ONGC Petro additions Ltd.

_____
(Sign & Stamp of Bidder)

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 service provider and notwithstanding any security or other guarantee that Company may have in relation to the service provider'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 service provider(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Company against the said service provider(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider (s) or for any forbearance, act or omission on the part of Company or any indulgence by Company to the said service provider(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6) 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 9 of this Bank Guarantee, whichever shall first occur.
7) This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company or that of the service provider.
8) The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
9) The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the tenders have been invited.
10) Notwithstanding anything, contained herein above:, (i) our liability under this Guarantees is limited to Indian Rs. ---------- (in figures) (Indian Rupees) _____(in words), (ii) our guarantee shall remain in force until_____ (indicate the date of expiry of bank guarantee). (iii) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Company under this Guarantee will cease irrespective of whether or not the original Bank guarantee is returned to the Bank. However, if such a claim has been received by us within the said date, all the rights of Company under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereon, the Bank through its authorized officer has set its hand and stamp on this_____ day of_____ at_____.

(SIGNATURE)

Full name, designation arid official address (in legible letters) with Bank Stamp.
Attorney as per power of Attorney No.....Date.....

_____
(Sign & Stamp of Bidder)

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. Dutta Road, Alkapuri, Vadodara-390007

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. 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.
2. The expiry date as mentioned in Section 10 above should be arrived by adding 60 days to the Contract period.
3. 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.
4. 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. Dutta Road, Alkapuri, Vadodara-390007
5. The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.

Appendix- 14 to ANNEXURE I

Proforma for form of Agreement

THIS AGREEMENT entered into this --- day of---- Two thousand ---between 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. Dutta Road, Alkapuri, Vadodara-390007 (herein after referred to as 'Company' which expression shall include all its legal successors, executors and assignees) of the one part and M/s. --------, established and existing under the Laws of-----, having its registered office at ------ (hereinafter referred to as 'service provider' which expression shall include its legal successors and permitted assignees) of the other part.

WHEREAS the Company is desirous of carrying work of all activities and services required for _____ for OPaL Dahej Site.

AND WHEREAS the Company had invited a Tender Inquiry vide their Tender Notice No. **1911C00396** dated _____ for the Work above cited.

AND WHEREAS the service provider represents that it has expertise and technical know-how in respect of the said Work and had submitted his offer as per Company's Bidding Documents in response to the above said Tender enquiry of the Company vide the service provider's offer No…….dated …….
AND WHEREAS Pursuant to the above and the discussions conducted with the service provider, the Company has awarded to the service provider the Contract for the said Work by its NOA No. ……. dated …… which is the effective date of commencement of this Contract and on the terms and conditions as agreed to by the two parties as of the said date of Notice of Award (NOA) and as outlined in this Agreement (hereinafter also referred to as "the Contract").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

a) In this agreement words and expression have the same meaning as are respectively assigned to them in General Conditions of Contract.

b) The following documents annexed herewith shall be taken as mutually explanatory of one another and shall be deemed to form and be read and construed as integral parts of this Contract and in case of any discrepancy, conflict, dispute they shall be referred to in the order of priority as cited below:

c) ANNEXURE 'A' Special Conditions of Contract for respective services
d) ANNEXURE 'B' General Conditions of Contract.
e) ANNEXURE 'C' Company's bidding document and the clarifications issued and modifications agreed to, between Company and service provider.
f) ANNEXURE 'D' – Scope of work
g) ANNEXURE 'E'– Schedule of price.
h) ANNEXURE 'F' - Notification of Award (NOA)
i) ANNEXURE 'G' - Letter of Acknowledgement of NOA

ONGC Petro additions Ltd.

_____
(Sign & Stamp of Bidder)

j) The Contract constitutes the entire Agreement between the Company and the Service provider, with respect to the subject matter of the Contract and supersedes all communication, negotiations and Agreement (whether written or oral) of the parties with respect thereto made prior to the date of Agreement.

k) The Service provider hereby covenants with Company to perform the Work in conformity in all respect with provisions of the Contract and in consideration of the carrying out and completion of the Works by the Service provider, the Company hereby covenants to pay the amounts at the times and in the manner described hereinafter.
IN WITNESS WHEREOF the Parties here to have hereunto set their respective hands on the day and year first above written.

For and on behalf of Service provider	For and on behalf of Company
----------	ONGC Petro additions Limited
Witness	Witness

Appendix- 15 to ANNEXURE I

Affidavit

I/we _____ in capacity of Director/ Partner/ Proprietor/ authorized representative of _____ (Bidder name) having principal place of business at _____ (address of bidder) do hereby solemnly affirm and declare on oath that;

There is no conviction and/or penalty or punishment has been awarded/suffered in any criminal and/or social and economic offence cases against <individual>/company/partnership firm and/or its directors and officer who is in default/partners/proprietor in any court/forum and/or legal proceeding in India.

What is stated above is true and correct to the best of my knowledge and belief.

I know very well that to do false affidavit is criminal offence.

Place:

Date:

Signature:

Name:

Designation:

Seal:

Note: <u>Affidavit needs to be submitted on non-judicial stamp paper of Rs.100/- minimum & to be duly notarized.</u>

_____
(Sign & Stamp of Bidder)

Appendix-16 to ANNEXURE I

INTEGRITY PACT

Between

ONGC Petro additions Limited (OPaL) hereinafter referred to as "The Principal",

And

…….…….…… hereinafter referred to as "The Bidder/ Service provider"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **TENDER No. 1911C00396**. The Principal values full compliance with all relevant Laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Service provider/s.

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

Section 1 – Commitments of the Principal

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

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

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

Section 2 – Commitments of the Bidder/ service provider

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

ONGC Petro additions Ltd.

1. The Bidder/ Service provider will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the TENDER process or during the execution of the contract.
2. The Bidder / Service provider will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder/ Service provider will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/ Service provider will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/ Service provider will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the TENDER process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Service provider liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Service provider can prove and establish that the exclusion of the Bidder from the TENDER process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Service provider shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the TENDER process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the TENDER process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Service providers / Subservice providers

(1) The Principal will enter into Pacts on identical terms with all bidders and Service Providers.

(2) The Bidder(s)/ Service Provider(s) undertake(s) to procure from all the sub-service providers a commitment in conformity with this Integrity Pact. The bidder/ service provider shall be responsible for any violation(s) of the provisions laid down in this agreement/ Pact by any of its sub-service providers/ sub-Service Providers.

(3) The Principal will disqualify from the TENDER process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Service providers / Subservice providers

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

OGC Petro additions Ltd.

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

(to be decided by the Chairperson of the Principal)

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

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Vadodara. The Arbitration clause provided in the main TENDER document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

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

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

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

---	---
For the Principal	For the Bidder / Service provider
Place ----------	Witness 1: ----------
Date ----------	Witness 2: ----------

(Sign & Stamp of Bidder)

Appendix-17 to ANNEXURE I

Undertaking for Authenticity of documents/ certificate/ information submitted

(on Company's letter head)

I/We_____ (Bidder Name) hereby submits undertaking that all the documents/ certificate/ information submitted by them against the tender no. **1911C00396** 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:

Date:

_____

(Sign & Stamp of Bidder)

ANNEXURE II

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

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

a) **"Approval"** shall mean and include the written consent duly signed by OPaL or its representative in respect of all documents or other particulars in relation to the **AGREEMENT**.

b) **"Annualized Agreement Price/ Value "** shall mean Total Agreement Price/ Value divided by Agreement period in number of days and then multiplied by 365 days, in case completion period is more than 365 days, and **Total Agreement Price/Value** in case Agreement period is less than or equal to 365 days.

c) "**CONTRACT/Service Agreement/ Agreement /Contract/Service Order/Work order**" shall mean a written CONTRACT signed between OPaL and the SERVICE PROVIDER (the successful bidder) including subsequent amendments to the **CONTRACT** in writing thereto.

"**Company/OPaL/Principal**" means 'ONGC Petro additions Limited', a Company duly incorporated and existing under the (Indian) Companies Act, 1956, with its registered office at 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C. Dutta Road, Alkapuri, Vadodara-390007, India, and includes its legal representatives, subsidiaries, successors in title and assignees.

d) **"Company's site representative/ OPaL's representative"** shall mean the person or the persons appointed by OPaL from time to time to act on its behalf for overall co-ordination, supervision and project management at site.

e) "**SERVICE PROVIDER**/ **Service Provider/ Contractor**" shall mean any person/ persons/ firm/ company, etc. to whom work has been awarded and whose bid has been accepted by OPaL and shall include its authorized representatives, successors and permitted assignees.

f) **"Contract/ Order/ Agreement Value"** 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 **CONTRACT** unless specifically agreed to in writing by OPaL.

g) **"SERVICE PROVIDER's/ Service provider's/ Contractor's representative"** shall mean personnel duly appointed as representative of the SERVICE PROVIDER at the OPaL site as the SERVICE PROVIDER may designate in writing to the OPaL as having authority to act for the SERVICE PROVIDER in matters affecting the work and to provide the requisite services.

h) **"Duration of Service Order/ Agreement**" shall mean period for which SERVICE PROVIDER is hired for providing services as per scope of work or till the completion of work.

i) **"Day"** shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site**.**

j) **"Demobilization"** shall mean the removal of all things forming part of the mobilization from the site of OPaL. The date and time of OFFHIRE survey shall be treated as the date and time of demobilization.

k) **"Facilities"** shall mean working space, printing, stationary, telephones, computers, internet connectivity and identity, and other facilities reasonably required at the Locations for the performance of the relevant Services.

l) "**Mobilization"** means rendering the Services fully manned and equipped as per the AGREEMENT and ready to begin work as designated by Company after inspection and Company's acceptance thereafter.

m) **"Site/ Premises/ Locations"** shall mean the place in which the Services are to be provided or places approved by the OPaL for the purposes of the Services as per Scope of Work, together with any other places designated in the CONTRACT as forming part of the site.

n) **"Gross Negligence"** shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

o) **"Wilful Misconduct"** shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

p) **"Σ"** shall mean summation.

2.0 INTERPRETATION:

i) The governing language for the SERVICE AGREEMENT shall be English and all correspondence and communications and all documents to be prepared, maintained or furnished under the SERVICE AGREEMENT shall be written in English and the SERVICE AGREEMENT shall be construed and interpreted in accordance with the English language.

ii) The titles and headings of the sections in this SERVICE AGREEMENT are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this Service agreement.

3.0 SCOPE OF WORK:

Scope of the SERVICE AGREEMENT shall be as defined in ANNEXURE III.

4.0 DURATION OF THE SERVICE AGREEMENT:

This SERVICE AGREEMENT shall be effective from the date of issue of NOA. However, duration of agreement is for **Three YEAR** which shall be reckoned from the date of commencement of services.

5.0 SECURITY DEPOSIT/ PERFORMANCE SECURITY

5.1 The SERVICE PROVIDER within 15 days of issue of the Service Order shall be required to submit an unconditional and irrevocable performance bank guarantee from Nationalized/ Scheduled Bank for due performance of the Agreement as per the Proforma given at Appendix-13 to ANNEXURE I of Tender Document for a sum equivalent to **11.8% of the Annualized Agreement Value** excluding Tax. This irrevocable performance guarantee shall be drawn in favour of the Company and shall be valid for Agreement period plus sixty (60) days OR SERVICE PROVIDER shall submit

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Demand Draft from any Nationalised Bank of sum equivalent to **11.8% of the Annualized Agreement Value excluding tax**.

5.2 The security deposit shall be held by OPaL as security for the due performance and discharge by SERVICE PROVIDER of its obligations hereunder without any condition or reservation on the right of OPaL to have recourse to the Security Deposit to recover any amount recoverable by OPaL from the SERVICE PROVIDER. Upon such recourse, the SERVICE PROVIDER shall within 15 (fifteen) days of written notice to the SERVICE PROVIDER, appropriately replenish the Security Deposit to the extent of the recourse.

5.3 If the security deposit is in the form of Bank Guarantee, the Bank Guarantee will initially be valid at least for the Service Order Period plus a claim period of 60 (sixty) days thereafter, which validity shall be extended on the request of OPaL by the period of any extension of the SERVICE AGREEMENT or by such other period(s) as OPaL considers necessary for the discharge of SERVICE PROVIDER's un-discharged obligations hereunder. Without prejudice to any other right of encashment, OPaL shall be entitled to encash the Bank Guarantee and to hold the proceeds as cash security if the SERVICE PROVIDER fails to extend the Bank Guarantee, if so required, not less than 15 (fifteen) days prior to its expiry.

5.4 The security deposit, in the form of Bank Guarantee shall be returned to the SERVICE PROVIDER on the expiry of the Service Order Period and the claim period of 60 (sixty) days thereafter if there has been no claims(s) against OPaL for which the SERVICE PROVIDER is liable to indemnify OPaL hereunder, or if such claim(s) if made has/ have been duly discharged, subject to the SERVICE PROVIDER furnishing a certificate from the relevant authorities confirming payment of all wages, bonus, leave encashment, labour welfare fund, professional tax, provident fund and ESI (wherever applicable) dues, and payment of workmen compensation premium(where applicable) and gratuity contributions, or furnishing other proof of related payments made up to the date of termination of the SERVICE AGREEMENT with respect to all SERVICE PROVIDER's representative. The authorized person of OPaL will peruse the said Certificate(s) and further certify that compliance with all Statutes regarding labour laws & Statutes applicable to the SERVICE AGREEMENT are duly verified by the respective authorities defined under the applicable Labour laws & other Statutes of India and forward the same to Finance for release of Security Deposit.

6.0 DUTIES AND POWER/AUTHORITY

6.1 Company's Representative

The duties and authorities of the OPaL's representative are to act on behalf of the OPaL for:

i) Overall supervision of AGREEMENT performance and co-ordination for obtaining satisfactory services envisaged under this SERVICE AGREEMENT.

ii) Proper utilization of services.

iii) Monitoring of performance and progress.

iv) Commenting/countersigning on reports made by the SERVICE PROVIDER's representative in respect of services envisaged under this Service agreement after having satisfied with the facts of the respective cases.

v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify the vehicle, materials, personnel, services, procedures and reports, etc. directly or indirectly pertaining to the execution of the work. However, this

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shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the SERVICE PROVIDER.

vi) Each and every document emerging from rendering of services in support of any claim by the SERVICE PROVIDER has to have the countersignature/comments of the OPaL's authorized representative without which no claim will be entertained by the OPaL.

6.2 SERVICE PROVIDER'S Representative:

a) The SERVICE PROVIDER'S representative shall have all the powers requisite for the performance of the services.

b) He shall liaise with OPaL's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the services.

c) He will extend full co-operation to OPaL's representative/inspector in the manner required by them for supervision/inspection/observation of vehicles, material, personnel, procedures, performance, reports and records pertaining to the services.

d) To have complete charge of SERVICE PROVIDER'S personnel engaged in the performance of the services and to ensure compliance of rules and regulations and safety practices.

7.0 PERFORMANCE:

The SERVICE PROVIDER shall undertake to perform all services specified under this service agreement with all reasonable skill, diligence and care in accordance with sound industry practices to the satisfaction of OPaL and accept full responsibility for the satisfactory quality of such services as performed by him. Any defect, deficiencies noticed in the SERVICE PROVIDER'S service will be promptly remedied by the SERVICE PROVIDER within 10 (ten) days upon the receipt of written notice from OPaL to improve their performance failing which the OPaL may terminate the SERVICE AGREEMENT by giving the SERVICE PROVIDER 30 (thirty) days' written notice.

8.0 PERSONNEL:

8.1 SERVICE PROVIDER shall ensure that his personnel deputed for or in connection with the provision of the Services:

a) Should be eligible as per Clause No. 13.3 hereunder and also as per the Scope of Work.

b) shall be trained, experienced and competent to do the jobs for which they are assigned;

c) are while at the Locations well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and wherever required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them.

d) are polite, respectful and courteous to all persons with whom they deal or interact.

e) Each & every personnel shall be holding a copy of employee card as per Clause No.9.3 while working at Site under the subject Service Contract.

8.2 SERVICE PROVIDER shall provide at all times such supervisory personnel as are required to ensure observance of and compliance with the provisions of sub-Clause 8.1 above by the SERVICE PROVIDER'S personnel deputed to the Location(s) for and/or in connection with providing Services pursuant thereto, for the distribution of work/ job amongst such personnel and for controlling and supervising the performance of the works/ jobs by them, and for ensuring deployment of substitutes (if and when necessary), and to gauge and understand on a continuous basis the

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requirements of OPaL in relation to the Services and to communicate with OPaL's Personnel for the purpose, and to ensure due, timely and proper performance of the Services.

8.3 SERVICE PROVIDER shall forthwith upon its own volition or at the request of OPaL discontinue engagement of any SERVICE PROVIDER'S personnel who do not fulfil, observe or comply with any of the requirements of sub-Clause 8.1 above, or who otherwise fails to fulfil the expectations of OPaL with respect to the Services.

8.4 With a view to ensure that the personnel deputed by SERVICE PROVIDER for providing Services maintain the highest efficiency and integrity without developing affiliation, association or familiarity that can impact efficiency or enable tolerances which arise out of familiarity, OPaL recognizes the need to ensure that the personnel deputed for performance of the Services are rotated at least after every 12 months. The Service Provider shall be fully responsible for such movement for effective management of the same.

9.0 GATE/ ENTRY PASS OR AUTHORISATION

9.1 Entry to the offices is restricted and is subject to appropriate entry authorization in the form of a Gate Pass or other entry authorization.

9.2 Such entry authorization shall be issued by OPaL only upon SERVICE PROVIDER'S written request in the format(s) in this behalf from time to time prescribed by OPaL. The existing format, for request for Gate Pass or Entry Authorization for SERVICE PROVIDER's personnel, requires that the request will be:

a) Signed by SERVICE PROVIDER and endorsed by SERVICE PROVIDER'S personnel for whom the Gate Pass/Entry Authorization is required;

b) Accompanied by a copy of the Letter of Appointment issued to each such SERVICE PROVIDER'S personnel for whom the Gate Pass/Entry Authorization is sought, the copy of the Letter of Appointment to be endorsed under the signature of the SERVICE PROVIDER'S personnel concerned;

c) Accompanied by two copies of the Employment Card required to be maintained by the SERVICE PROVIDER under the rules framed by the Central Government under the Contract Labour (Regulation & Abolition) Act, 1970 with inclusion of a photograph of the personnel of the SERVICE PROVIDER for photo identity on each copy of the Employment Card.

9.3 One copy of the Employment Card with photo identity shall bear the stamp and signature of the OPaL's Security Department and this shall operate as the entry authorization for the concerned personnel of the SERVICE PROVIDER.

9.4 OPaL reserves the right to withdraw a Gate Pass (es) or Entry Authorization at its discretion and shall inform the SERVICE PROVIDER accordingly.

9.5 SERVICE PROVIDER shall ensure that if and when any of its personnel ceases to be employed by SERVICE PROVIDER or ceases to be deployed to provide Services pursuant hereto, or is the subject of an order under sub-Clause 8.3 above, the Gate Pass/Entry Authorization issued for the purpose by OPaL is forthwith retrieved from the concerned person and returned to OPaL.

10.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF OPaL:

Firms/companies who have or had business relations with OPaL are advised not to employ serving OPaL employees without prior permission. It is also advised not to employ ex-personnel of OPaL within the initial two years period after their retirement/resignation/ severance from the

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service without specific permission of OPaL. The OPaL may decide not to deal with such firms who fail to comply with the above advice.

11.0 DISCIPLINE:

SERVICE PROVIDER shall carry out services hereunder with due diligence and in a safe and professional manner. SERVICE PROVIDER shall maintain strict discipline and good conduct among its personnel and shall abide by and conform to all rules and regulations promulgated by the OPaL governing the services. Should OPaL feel that the conduct of any SERVICE PROVIDER'S personnel is detrimental to the OPaL's interest, the OPaL shall have the unqualified right to request for the removal of such personnel from OPaL locations, without assigning any reason. The SERVICE PROVIDER shall comply with any such request to remove such personnel at SERVICE PROVIDER'S expense unconditionally. The SERVICE PROVIDER will be allowed a maximum of 2 working days to replace the person by competent qualified person at SERVICE PROVIDER'S cost as per their Contractual obligation.

12.0 PENALTY:

OPaL reserves its rights to impose penalty on the SERVICE PROVIDER for the following failures:

a) Any breach of any terms and conditions of this Service agreement by the SERVICE PROVIDER or its labours, supervisors and/ or personnel etc.
b) Failure to comply with OPaL safety and security policy.
c) Failure to comply with OPaL instructions.
d) Failure to fulfil the minimum requirement of equipment/Personnel deployment agreed under this Service agreement raised/ issued by OPaL from time to time.
e) Failure to complete the work in allotted time specified by OPaL and/ or resulting into direct loss and/ or penalty, the same would be recovered from the SERVICE PROVIDER.
f) Failure to provide satisfactory assistance to OPaL.

Penalty shall be levied on the SERVICE PROVIDER to the extent and equivalent to the loss/damage caused /suffered by OPaL in terms of amount due to failure of the SERVICE PROVIDER or its personnel. Any other penalty on account of failure of the SERVICE PROVIDER shall be determined by OPaL representative at the time of such failure/damage. OPaL shall be at liberty and its sole discretion to deduct the amount of penalty towards losses/ damages incurred or suffered from the payment of running bills of the SERVICE PROVIDER. Acknowledgement/ responsibility of penalties imposed lies with the SERVICE PROVIDER. The SERVICE PROVIDER shall acknowledge the penalty within three days of receiving notice of penalty. In absence of acknowledgement the liability/ penalty will be deemed to have been accepted by the SERVICE PROVIDER. In case the amount of loss/ damage is in excess of the running bill payable to the SERVICE PROVIDER then OPaL shall raise an Invoice/ Debit note for the balance portion of loss/ damage amount to the SERVICE PROVIDER. In case of non-payment of dues within 7 (seven) days from the date of raising the invoice/ debit note, the SERVICE PROVIDER shall be liable to pay interest on the due amount at the rate of 12% (twelve) p.a. till the full recovery of outstanding amount of invoice/ debit note.

<u>Please refer Scope of Work & Special Conditions of Contract for more details.</u>

13.0 HEALTH, SAFETY, ENVIRONMENT AND SECURITY CLAUSE

13.1. SERVICE PROVIDER shall comply with all applicable Safety, Health& Environmental laws, standards, codes, rules and regulations, including the QHSE rules framed and established by the OPaL. SERVICE PROVIDER and SERVICE PROVIDER's representatives shall cooperate and coordinate with OPaL employees as well as with other SERVICE PROVIDERS on safety matters and shall promptly comply with any specific HSE (Health, Safety& Environment) instructions or directions given to SERVICE PROVIDER by OPaL.

13.2. Within 10 (ten) days after the date of this SERVICE AGREEMENT, SERVICE PROVIDER shall submit SERVICE PROVIDER'S Health, Safety & Environment program to the HSE department of OPaL for approval. However, that the OPaL's approval of any such program shall not relieve SERVICE PROVIDER of its other obligations hereunder. SERVICE PROVIDER shall inform his personnel, all HSE practices and the requirements of OPaL. SERVICE PROVIDER shall furnish suitable safety equipment for its representatives/ personnel and enforce the use of such safety gadgets/ equipment by its personnel who will be deployed by them at site for the Service Agreement.

13.3. Before commencing the work at OPaL, the SERVICE PROVIDER will ensure that the personnel being deployed:

i) will be over 18 (eighteen) years of age
ii) will have no Police Record
iii) will have no record of alcohol or drug abuse
iv) will have no chronic or contagious diseases
v) will be physically and mentally fit
vi) will have right value system and attitude to discharge his/her responsibilities
vii) will be a trained and competent person (certification for same to be listed)
viii) will be provided with Personnel Protective Equipment as per QHSE department guidelines required for the work being carried out
ix) Will have completed the OPaL Basic Safety Induction course.
x) Properly inducted by SERVICE PROVIDER regarding his/ her roles & responsibilities while deployed at OPaL locations

13.4. Upon the failure of SERVICE PROVIDER to comply with any of the requirements set forth herein, OPaL shall have the authority to restrict entry of any number of personnel of the Service Provider to the site who are not complying the said requirement and/ or to stop any operations of SERVICE PROVIDER affected by such failure until the condition is remedied. Such part of the time or loss to property or injury to a person due to any such failure on the part of SERVICE PROVIDER shall be made the subject of a claim by way of penalty in addition to the costs borne by OPaL or loss or damage to any third party to bring the damaged property or other loss in reinstatement condition. The details of the applicable penalty would be as mentioned in the Table.

No.	Description	Penalty
1	In case, service provider's deployed personnel is not over 18 (eighteen) years of age	Person to be expelled immediately from OPaL's premises and service provider will be penalized for amount of Rs.5000/- per instance
2	In case, service provider's deployed personnel is having Police Record	Person to be expelled immediately from OPaL's premises and service provider will be penalized for amount of Rs.5000/- per instance

3	In case, service provider's deployed personnel is having record of alcohol or drug abuse	Person to be expelled immediately from OPaL's premises if found under alcohol or drug at the time of duty hours.
4	In case, service provider's deployed personnel is having chronic or contagious diseases, vertigo and epilepsy	Person to be expelled immediately from OPaL's premises if found said disease. Service provider will be penalized for amount of Rs.500/- per instance if found that service provider has mis-represented the medical history of deployed person under OPaL's investigation.
5	In case, service provider's deployed personnel is not found physically and mentally fit	Person will not be allowed to work if found medically unfit by OPaL's Factory Medical officer.
6	In case, service provider's deployed personnel is not having right value system and attitude to discharge his/her responsibilities	Not Applicable
7	In case, service provider's deployed personnel is not trained and competent person (certification for same to be listed, if applicable)	If certification is required to perform a particular job inside OPaL's premises then service provider to deploy trained and certified competent person as per OPaL's requirement. Service provider will be penalized for amount of Rs.5000/- per instance if service provider does not deploy certified competent person or misrepresent training/ competency of deployed person.
8	In case, service provider's deployed personnel is not having Personnel Protective Equipment as per HSE department guidelines required for the work being carried out	In case, Service provider does not provide PPEs as per job requirements to their deployed manpower at OPaL's premises then service provider will be penalized for amount of Rs.1000/- per person per day. In case service provider provides non-standard PPEs, i.e., PPEs which are not confirming to IS or EN or NIOSH or ANSI, then service provider will be penalized for amount of Rs.500/- per person per day. In case deployed person performs job without wearing necessary job specific PPEs then service provider will be penalized for amount of Rs.250/- for first & second instance against same person and amount of Rs.1000/- per instance for further repeated violation by same person.
9	In case, service provider's deployed personnel is not completed the OPaL Basic Safety Induction course	Service provider has to complete OPaL basic safety induction course before commencement of work within OPaL's premises. In case, any deployed person by service provider starts execution of job without Safety Induction then service provider will be penalized for amount of Rs.5000/- per instance and the person will Not be allowed to carry out job at OPaL premises till the person attends OPaL's basic Safety Induction course.
10	In case, service provider's deployed personnel is not properly inducted by SERVICE PROVIDER regarding his/ her	Not Applicable

	roles & responsibilities while deployed at OPaL locations	

13.5. The SERVICE PROVIDER will have to comply and follow the safety rules, regulations, penalties etc. published, modified, amended from time to time by OPaL.

13.6. Any breach of OPaL Health, Safety, Environment and Security rules and regulations could result in suspension of work, statutory fines, claims for delays and damages/ injury, etc. and/or cancellation of the service agreement.

14.0 LEGAL AND REGULATORY COMPLIANCES

The SERVICE PROVIDER shall observe all the statuary compliances needed without exception:

14.1 Service Provider shall be responsible for strict compliance of and shall ensure strict compliance under all applicable Labour Laws of India but not restricted to provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labour (Abolition & Regulation) Act 1970, Payment of Bonus Act, Payment of Gratuity Act 1972, Factories Act, 1948, Employees Provident Fund (& Miscellaneous Provisions) Act 1952, Child Labour Act, Interstate Migrant Workmen Act, Building and Other Construction Workmen (RE & CS) Act 1996, Motor Vehicle Act and any subsequent amendment in the same from time to time and all rules, regulations, statutes and schemes framed there-under from time to time.

14.2 SERVICE PROVIDER shall be fully responsible of his and his subcontractor's (if any) personnel deployed at OPaL locations. In no case, OPaL shall have any employer-employee relationship under any applicable labour laws from time to time with Service Provider and Service Provider's representatives.

14.3 OPaL and SERVICE PROVIDER both recognize that the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 (hereinafter referred to as the "Act" which expression shall include all Rules and Regulations framed there under) will apply to SERVICE PROVIDER and OPaL with respect to SERVICE PROVIDER'S representatives while deployed for and in connection with the performance of Services pursuant thereto in the Offices. To this end, in compliance with the provisions of the said Act and the rules framed there under:

a) OPaL shall make all such extensions or endorsements in its existing registration(s) as principal employer under the Act to accommodate the Service(s) pursuant hereto.

b) SERVICE PROVIDER shall:

i. Prior to commencement of work/service under this service agreement, obtain a license a SERVICE PROVIDER under the Act or obtain such endorsements or extensions of its existing registration(s) or licenses as a SERVICE PROVIDER under the Act to accommodate the Services pursuant thereto. Payment to the SERVICE PROVIDER pursuant hereto shall be subject to the SERVICE PROVIDER furnishing satisfactory proof of a valid license.

ii. Maintain all records and registers required to be maintained by SERVICE PROVIDER as a SERVICE PROVIDER under the Act and rules framed there under including, but not limited to, Employment Card, Register of Wages, Register of Workmen Employed by SERVICE PROVIDER, Muster Roll, Overtime Register, Register of Deductions, Register of Fines,

Register of Advances, Wage Slip, Form of Register of Wages-cum-Muster Roll and such other records or registers as are required under the Act.

iii. Provide to SERVICE PROVIDER'S personnel any and all amenities and facilities as are required to be provided by a SERVICE PROVIDER under the Act.

iv. Pay and provide to SERVICE PROVIDER'S representatives deployed at the Location(s) in connection with and/or in relation to the Services, wages and other legal and mutually agreed benefits as are required to be paid or provided under the Act, and other applicable Laws.

14.4 The SERVICE PROVIDER shall duly and faithfully pay and contribute to the Account and Code No. allotted to the SERVICE PROVIDER all contributions towards provident fund, pension and ESI as required to be paid and contributed under the Employees' Provident Funds & Misc. Provisions Act, 1952 and the Scheme(s) framed thereunder and/or Employees' State Insurance Act, 1948 and rules and/or scheme framed thereunder. In addition SERVICE PROVIDER shall duly and faithfully pay to the applicable fund or scheme the gratuity/group gratuity and medical/WC insurance (where ESI Act is not applicable) contribution for his/its personnel deployed to render services. In proof of each payment/contribution, the SERVICE PROVIDER shall together with each bill/invoice for payment of the price of services under the SERVICE AGREEMENT furnish a photo copy of the demand draft/pay order by which the relevant payment has been made, a photo copy of the receipted challan or other applicable document under cover of which payment has been made, and an Affidavit certifying the payment and the list of the SERVICE PROVIDER'S personnel deployed at the locations with reference to which payment/contributions have been made and the amount paid/contributed in respect of each. Such proof in support of payment and the Affidavit shall be pre-requisite to the periodical payment of SERVICE PROVIDER's bill/invoice.

14.5 To enable OPaL to comply with its obligations as principal employer under the Act SERVICE PROVIDER shall give advance notice of payment of salary/wages to its personnel deployed at the Location(s) for providing Services pursuant hereto so as to enable OPaL to depute a representative to witness payment of wages/salary to SERVICE PROVIDER'S such personnel at each Location.

14.6 SERVICE PROVIDER and OPaL both recognize that this SERVICE AGREEMENT could result in responsibility to pay Provident Fund and/or to make contributions under the Employees' State Insurance Act in respect of SERVICE PROVIDER's personnel while deputed to the Locations for and/or in connection with the provision of Services pursuant hereto. To this end, SERVICE PROVIDER represents that SERVICE PROVIDER has its own Registration Number under the Provident Fund & Miscellaneous Provisions Act, pursuant to which it makes contributions with respect to its personnel, and that it will continue to make contributions in respect of those of its personnel who are deputed to the Locations for and/or in connection with the provisions of Services pursuant hereto. SERVICE PROVIDER also represents that it is duly registered under the Employees' State Insurance Act and has its own Code No. and Account under the said Act in which it deposits and will continue to deposit contributions, so far as applicable, in respect of its personnel deputed to the Offices for and/or in connection with the provision of Services pursuant hereto.

14.7 The SERVICE PROVIDER shall take all necessary and proper measures to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Smoking and littering shall not be permitted by the representative of Service Provider within the premises. The SERVICE PROVIDER shall report as soon as possible any evidence which may indicate or is likely to lead to

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an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

14.8 SERVICE PROVIDER will refer the guidelines provided by OPaL attached as Appendix- 1 to ANNEXURE II of the Tender Document, for compliance under all labour laws applicable from time to time and will undertake to abide by the same. These guidelines are for guidance and support. SERVICE PROVIDER shall be fully responsible for total compliance under all labour laws/acts/statutes/notifications applicable to him from time to time.

14.9 During the tenure of this SERVICE AGREEMENT, nothing shall be done by the SERVICE PROVIDER in contravention of any Law, Act and/or Rules/Regulations thereunder or any amendment thereof.

14.10 SERVICE PROVIDER, shall solely be responsible for the payment or settlement of any claim, recovery related to gratuity as per the provisions of Payment of Gratuity Act, 1972 raised by the personnel of SERVICE PROVIDER deployed at OPaL locations. OPaL shall have what-so-ever reason no liability to pay or settle any such issues, claims or recoveries raised by directors, officers, consultants, agents and contractors of SERVICE PROVIDER. SERVICE PROVIDER will indemnify OPaL against any such claims or recoveries during the tenure of said service agreement and even subsequent to termination / expiry of the SERVICE AGREEMENT.

Notwithstanding anything to the contrary herein, this Clause 14.10 shall survive consummation of transactions contemplated hereby and the termination of this service agreement.

15.0 DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES:

15.1. SERVICE PROVIDER shall mobilize and deploy the required Service Provider Personnel and the complete equipments so as to commence the services at the specified site(s) as specified in the Special Conditions of Contract.

15.2. If the SERVICE PROVIDER fails to mobilize and deploy the required Personnel/ equipment and/ or fails to commence the services within the period specified in sub clause 15.1 above, OPaL shall have, without prejudice to any other right or remedy in law or Contract including sub clause 15.3 below, the right to terminate the Contract.

15.3. If the SERVICE PROVIDER is unable to mobilize/ deploy and commence the services within the period specified in sub clause 15.1 above, it may request OPaL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OPaL may at its discretion, extend the period of mobilization and shall recover from the SERVICE PROVIDER, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2% of Annualized Agreement Value plus applicable GST, for each week of delay or part thereof, subject to a maximum of 10% of the Annualized Agreement Value plus applicable GST.

15.4. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by OPaL on account of delay on the part of the SERVICE PROVIDER and the said amount will be payable without proof of actual loss or damage caused by such delay.

15.5. LD will be calculated on the basis of Annualized Agreement Value excluding duties and taxes, where such duties/ taxes have been shown separately in the Contract/ agreement.

16.0 PRICE OF SERVICES:

16.1 SERVICE PROVIDER represents and declares that it has fully understood all the requirements and expectations of OPaL with respect to the Services mentioned in the Scope of Work. For the

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services rendered by SERVICE PROVIDER to the satisfaction of OPaL/ EIC, SERVICE PROVIDER shall be paid by OPaL after the end of each month, according to the payment procedure, the sum worked out on the basis of prices in ANNEXURE VI hereto.

16.2 There is no guaranteed minimum work or payment under this SERVICE AGREEMENT. Payment will strictly be for services actually rendered. In case of any increase/decrease in scope of work, addition/ deduction in payment will be made on pro-rata basis.

16.3 If in addition to the Services specified above, OPaL shall require SERVICE PROVIDER to render or perform any other service(s) and SERVICE PROVIDER shall agree to render to perform such service(s). OPaL and SERVICE PROVIDER shall agree in advance the basis on which OPaL shall pay SERVICE PROVIDER for such additional Service(s) and on the payment procedure in respect thereof (if it be different in any particulars from that specified above), and OPaL shall pay SERVICE PROVIDER accordingly for such additional services.

16.4 The prices of services shall be firm throughout the AGREEMENT period save as otherwise provided elsewhere in this SERVICE AGREEMENT.

16.5 If any new Tax is imposed with respect to the Services provided by SERVICE PROVIDER after the effective date (from the date of Service Order), such new Tax or increased tax shall be reimbursed by OPaL to the SERVICE PROVIDER in addition to the price of the services as mentioned in ANNEXURE V. Similarly, if any existing Tax is abolished, or if there is reduction in the rate of any existing Tax, OPaL will be entitled to the benefit of abolition or reduction by reduction in the price payable as per ANNEXURE VI.

17.0 PAYMENT PROCEDURE

17.1. SERVICE PROVIDER shall submit monthly bills/ invoices to respective department in charge at the OPaL-Dahej site accompanied by the following documents for verification:

a) Proof of deposit of statutory levies like EPF/ ESI/ Prof. Tax etc. during the previous month (with a list of individual names and amount deposited in their accounts).

b) Proof of payment by cheque by SERVICE PROVIDER of salaries/ wages to its personnel deployed at the Location(s) for providing the Services for the period corresponding to the period of the invoice.

c) A compliance certificate from OPaL representative (i.e. representative of the Principal Employer) who shall be deputed to witness payment of salary/wages to the personnel of the SERVICE PROVIDER to the effect that all the required statutory compliances were complied with for the period of the bill.

17.2. Payment of the invoice/ bill will be made within **30 (thirty) working days** from the date of its submission, complete in all respects accompanied by the relevant documents and details specified above subject to certification of satisfactory performance of work by authorized Officer of OPaL.

17.3. In the event of any dispute in respect of a portion of any bill, OPaL shall make payment of the undisputed portion and shall promptly notify SERVICE PROVIDER or its representative in writing of the disputed portion(s) with reasons for the dispute, with a view to enable prompt resolution of the dispute.

17.4. Income Tax and other statutory deductions shall be deducted at source on the amount(s) admitted for payment to SERVICE PROVIDER according to the applicable legal provisions in this behalf.

17.5. Payment of any invoice shall not prejudice the right of the OPaL to question the allow ability under this SERVICE AGREEMENT of any amount claimed therein, provided OPaL, within one year beyond the expiry of each agreement year delivers to the SERVICE PROVIDER written notice identifying any item or items which it questions and specifying the reasons therefore. Should OPaL so notify SERVICE PROVIDER such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the SERVICE PROVIDER.

17.6. The SERVICE PROVIDER shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from OPaL and as to any payment provided for hereunder, which is to be made on the basis of SERVICE PROVIDER'S costs.

17.7. No advance payment shall be made to the SERVICE PROVIDER.

18.0 CLAIMS, TAXES AND DUTIES, FEES AND ACCOUNTING:

18.1 CLAIMS:

SERVICE PROVIDER agrees to pay all claims, taxes and fees for vehicle, manpower, materials, services and supplies to be furnished by it under this Service Agreement and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of OPaL. OPaL may, at its option, pay and discharge any lien or overdue charges for SERVICE PROVIDER'S vehicle, manpower, materials, services and supplies under this SERVICE AGREEMENT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to SERVICE PROVIDER hereunder.

18.2 NOTICE OF CLAIMS:

SERVICE PROVIDER Or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the SERVICE AGREEMENT. Each party shall confer with the other concerning the defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

18.3 TAXES AND DUTIES

18.3.1 **Services for Dahej site**:

The project falls under the SEZ notified area. Total agreement value is inclusive of all applicable duties & Taxes including Income Tax/ withholding Tax, corporate tax, personal tax, etc. payable directly by the SERVICE PROVIDER to Government. **The Project is exempted from payment of Goods and service tax payable directly by the SERVICE PROVIDER**. However, Bidder is required to ascertain themselves, the prevailing rates of Taxes & duties as applicable in Dahej SEZ on the Scheduled date of submission of Price Bids/ revised Price Bids (if any) and the Company would not undertake any responsibility whatsoever in this regard.

In case, the exemptions applicable for the Project under the SEZ area are withdrawn for any or all of the above mentioned taxes and duties subsequent to the date of submission of the bid but before the Scheduled completion date under the SERVICE AGREEMENT, the liability arising out of withdrawal of any or all these taxes and duties shall be regulated by Clause 19 of GCC- Change in Law, of the SERVICE AGREEMENT.

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The SERVICE PROVIDER shall avail all concessions/ exemptions available for the SEZ Project. The COMPANY upon request from the SERVICE PROVIDER along with necessary details provide recommendatory letters, if required, in the prescribed Pro-forma for availing the concessions/ exemptions in respect of taxes payable by SERVICE PROVIDER directly to Government. The responsibility of availing the concessions/ exemptions will be that of the SERVICE PROVIDER.

19.0 CHANGE IN LAW:

19.1 In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body or any change in the interpretation or enforcement of any said Act or law, Rules or Regulations by Government or Public Body which becomes effective after the date as advised by the OPaL for submission of final price bid or revised price bid, if any, whichever is later for this SERVICE AGREEMENT and which results in increased cost of the services under the SERVICE AGREEMENT through increased liability of taxes, (other than personal and corporate taxes), duties, the SERVICE PROVIDER 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.

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

19.3 Notwithstanding the above mentioned provisions, OPaL shall not bear any liability in respect of following taxes during the tenure of service agreement

a) Personal Income taxes on Personnel/ representatives of SERVICE PROVIDER,
b) Corporate taxes in respect of the SERVICE PROVIDER,
c) Change in Minimum wages and other statutory welfare measures under various labour legislations.

19.4 All duties, taxes, fees, charges, expenses, etc. (except wherever otherwise expressly provided in the Service agreement) as may be levied/ imposed in consequence of execution of the Works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the Service agreement shall be to SERVICE PROVIDER's account. Any increase/ decrease in such duties, taxes, fees charges, expenses on account of amendment in Indirect taxes, etc. after the date of submission of the price bid or revised price bid, if any, whichever is later, but within the completion date/ extended date of Service agreement will be to the account of the Company.

19.5 In case of introduction of new legislation or change or amendment in any act or law after the Scheduled/ extended Completion Date (extended in accordance with the provisions of the Service agreement), but which comes into force or becomes effective retrospectively from a date on or before the Scheduled/ extended Completion Date and which results in any increase/ decrease in the duties, taxes and fees under the Service agreement, then such increase/ decrease, subject to the conditions stipulated above shall be to Company's account.

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19.6 The Service agreement Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the SERVICE PROVIDER in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect of misleading, the Company will have no liability to reimburse/ pay to the SERVICE PROVIDER the excess duties, taxes, fees, if any finally levied/ imposed by the concerned authorities.

20.0 PERIOD & TERMINATION

Period: This SERVICE AGREEMENT shall be valid and effective on and from the date of NOA/Service Order until the expiry of the CONTRACT PERIOD.

Termination:

20.1 Termination on expiry of the CONTRACT

This SERVICE AGREEMENT shall be deemed to have been automatically terminated on the expiry of CONTRACT PERIOD unless OPaL exercise its option to extend this CONTRACT in accordance with the provisions, in any, of this CONTRACT.

20.2 Termination on account of force majeure:

Either party shall have the right to terminate this Service agreement on account of Force Majeure, as set forth in Clause 22.0 of GCC.

20.3 **Termination on account of insolvency:**

In the event the SERVICE PROVIDER or its collaborator at any time during the term of this SERVICE AGREEMENT becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the COMPANY shall, by a notice in Writing have the right to terminate this SERVICE AGREEMENT and all the SERVICE PROVIDER'S rights and privileges hereunder, shall stand terminated forthwith.

20.4 **Termination in the event of breach, default or deficiency** by the SERVICE PROVIDER under or with reference to the Service to be provided under the SERVICE AGREEMENT, OPaL reserves the right at its option and discretion to terminate this SERVICE AGREEMENT with the SERVICE PROVIDER.

20.5 **Termination for delay in mobilization:** Successful Service Provider shall be required to mobilize complete equipment along with crew (only manpower/crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum period as specified in the Special Conditions of Contract after issue of Service Order/LOA/NOA. If the successful Service Provider fails to mobilize as above and/or **delays in the commencement of all or of any of the Services** exceeds as specified in the Special Conditions of Contract after issue of NOA, OPaL shall, without prejudice to its right to recover liquidated damages hereof, have the right to terminate this SERVICE AGREEMENT for all or any of the Service(s) which have not commenced, and to get the terminated Service(s) for a period equivalent to the period of the SERVICE AGREEMENT as specified above, performed at the risks and costs of the SERVICE PROVIDER, and to recover from the SERVICE PROVIDER the additional costs incurred either by way of deduction or recovery from the invoices of the SERVICE PROVIDER or from the Security Deposit or otherwise.

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OTHER PROVISIONS

20.6 IF SERVICE PROVIDER is in **breach of any of the material provision** of this SERVICE AGREEMENT. In any of the said events, OPaL may terminate this SERVICE AGREEMENT only if OPaL has first given a written notice to the SERVICE PROVIDER of such deficiency in service or breach giving requisite particulars thereof and the SERVICE PROVIDER has not within 10 (Ten) days of the receipt of such notice taken steps satisfactory to OPaL to rectify the deficiency or breach.

20.7 **Consequences of termination**: In all cases of termination herein set forth, the obligation of the COMPANY to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this SERVICE AGREEMENT, the parties shall continue to be bound by the provisions of this SERVICE AGREEMENT that reasonably require some action or forbearance after such termination.

20.8 In case of termination of Contract herein setforth, except under 20.1 and 20.2 and/or annulment of the contract due to non-submission of Performance Security, following actions shall be taken against the Service Provider:

(a) OPaL shall be entitled at the risk and expense of the SERVICE PROVIDER in all respects to engage one or more SERVICE PROVIDERS to undertake the service(s) with respect to which the SERVICE AGREEMENT has been terminated for the unexpired term of the SERVICE AGREEMENT and to recover from the SERVICE PROVIDER the difference if any between the price payable to the SERVICE PROVIDER in respect of such services and the amount incurred by OPaL for such services for the balance of the term of the Service Agreement.

(b) No amount shall be due and payable to the SERVICE PROVIDER for the service(s)in respect of which the SERVICE AGREEMENT has been terminated until the entirety of such terminated services for the unexpired term of the SERVICE AGREEMENT shall have been completed and all payments finally due on any account to OPaL and/or any other SERVICE PROVIDER in respect of such services have been finally settled and OPaL has been discharged from all liabilities in respect thereof if thereafter there remains in the hands of OPaL any excess or balance after all accounting and adjustments of all dues to OPaL, OPaL shall forthwith pay the excess/balance to the SERVICE PROVIDER and in the event of the security deposit and other dues of the SERVICE PROVIDER in the hands of OPaL being insufficient to meet the dues of OPaL as aforesaid, the SERVICE PROVIDER shall forthwith on demand by OPaL pay OPaL the shortfall failing which such balance outstanding shall carry interest @ 12% (twelve) per annum until receipt of entire outstanding in full.

21.0 FORECLOSURE OF SERVICE AGREEMENT:

21.1. OPaL shall have the right to foreclose this Service Agreement at any time during the tenure of the service agreement without assigning any reason whatsoever by giving notice of minimum 30 (thirty) days.

21.2. Notwithstanding any other right or remedy available to OPaL, in the event of this Service agreement being terminated by OPaL under Clause 20.0 hereof above except Clause 20.2 (Termination on account of force majeure), OPaL shall have the right to forfeit the security deposit.

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22.0 FORCE MAJEURE:

22.1 In the event of OPaL or SERVICE PROVIDER being prevented by Force Majeure to perform any obligation required to be performed by it under the SERVICE AGREEMENT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

22.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Terrorist Acts, Fire, Flood and Acts and Regulations of Government on the two parties namely OPaL and the Service provider (directly affecting the performance of the Service agreement).

22.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been prevented thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party thereof within 72 (seventy two) hours of the ending of the cause respectively. If Services are suspended by Force Majeure conditions lasting for more than two months, OPaL shall have the option of terminating the SERVICE AGREEMENT in whole or part at its discretion without any liability for breach on its part resultant upon the termination. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

23.0 INDEMNITY:

23.1. SERVICE PROVIDER shall indemnify and keep indemnified OPaL and its employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or directly or indirectly associated with personal injury, illness or death of or loss or damage due to:

a) All acts of misfeasance, malfeasance, theft, dishonesty or embezzlement by any of SERVICE PROVIDER's personnel deployed at the location(s) resulting in any loss or damage to OPaL or its property;

b) Any of SERVICE PROVIDER's personnel (even if caused by or contributed to by the negligence or fault of OPaL or its agents or employees or directors)

c) Subject to sub-Clause 23.2 below, any other person to the extent the injury, illness or death is caused by the negligence or fault of SERVICE PROVIDER or SERVICE PROVIDER's personnel.

d) Any property owned, hired or supplied by SERVICE PROVIDER (even if caused by or contributed to by the negligence or fault of OPaL or its employees).

e) Any other property to the extent the loss or damage is caused by the negligence or fault of SERVICE PROVIDER or SERVICE PROVIDER's personnel.

f) Any claim by any of SERVICE PROVIDER's personnel on OPaL as a principal employer under the Act or under the Employees Provident Fund & Miscellaneous Provisions Act or under Workmen's Compensation Act or under any other applicable law or against any breach or infraction thereof by SERVICE PROVIDER.

g) Any claim against OPaL by any person employed by SERVICE PROVIDER for payment of any wages, legal dues or benefits under any applicable labour Laws/ Acts/ Statutes/ Notifications and any kind of employment or regularization of employment with OPaL as a result of such employee being deployed by SERVICE PROVIDER in providing Services pursuant hereto.

23.2. OPaL shall indemnify and keep indemnified SERVICE PROVIDER against all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, and fines arising from personal injury, illness or death of or loss or damage due to:

a) All acts of misfeasance, malfeasance, theft, dishonesty or embezzlement by any of OPaL's personnel deployed at the Location(s) resulting in any loss or damage to SERVICE PROVIDER or its property;

b) Any employee of OPaL (even if caused by or contributed to by the negligence or fault of SERVICE PROVIDER)

c) Subject to clause 23.1 above, any other person to the extent that the injury, illness or death is caused by the negligence or fault of OPaL or its employees;

d) Any property owned, hired or supplied by OPaL (even if caused by, or contributed to by, the negligence or fault of SERVICE PROVIDER or its Personnels);

e) Any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of OPaL or its employees.

f) Any claim by any of OPaL's personnel under the Employees Provident Fund & Miscellaneous Provisions Act or under Workmen's Compensation Act or under any other applicable law or against any breach or infraction thereof by SERVICE PROVIDER.

g) Any claim against SERVICE PROVIDER by any person employed by OPaL for payment of any wages, legal dues or benefits under any applicable labour Laws/ Acts/ Statutes/ Notifications and any kind of employment or regularization of employment with SERVICE PROVIDER as a result of such employee being deployed by OPaL in providing Services pursuant hereto.

23.3. Notwithstanding any other provisions;

a) Neither SERVICE PROVIDER nor OPaL shall be liable to the other, whether in SERVICE AGREEMENT, tort or otherwise for any consequential loss or damage, loss of use, loss of production, or loss of profits.

b) **Limitation of liability:** The maximum aggregate liability of Service Provider for any reason whatsoever related to this Service Agreement/Contract or in connection with the services to be provided by the Service Provider shall be limited to the total Contract Price provided however that nothing in this Agreement attempts to limit or exclude Service Provider's liability for fraud, wilful misconduct or any other type of liability that under applicable law cannot be limited or excluded.

24.0 INSURANCE:

SERVICE PROVIDER shall, at his/its own expense arrange appropriate comprehensive insurance to cover all risks assumed by the SERVICE PROVIDER under this Service agreement in respect of its personnel deputed under this Service agreement. OPaL will have no liability on this account as well as on account of any loss or damage to the SERVICE PROVIDER's equipment, tools, and other belongings. Proof of policy of comprehensive insurance to his personnel as above is to be submitted by the SERVICE PROVIDER prior to commencement of work under the Service agreement.

25.0 CONSEQUENTIAL DAMAGES:

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall

include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

26.0 EXCLUSION OF GOVERNMENT OF INDIA'S LIABILITY:

It is expressly understood and agreed by and between the SERVICE PROVIDER and OPaL that OPaL is entering into this Service agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Service Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that OPaL is an independent legal entity with power and authority to enter into this Service Agreement solely in its behalf under the applicable laws of India and general principles of Contract Law. The SERVICE PROVIDER expressly agrees, acknowledges and understands that OPaL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of this Service agreement. Accordingly, SERVICE PROVIDER hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Service agreement and covenants not to the Government of India as to any manner, claim, cause of action or thing whatsoever arising of under this Service agreement.

27.0 LAWS/ARBITRATION:

27.1 Applicable Laws

This Service agreement including all matters connected with this SERVICE AGREEMENT, shall be governed by the laws of India (both substantive and procedural) and shall be subject to exclusive jurisdiction of the Indian Courts of Vadodara subject to the provisions of clause 27.3 and 27.4 herein below.

27.2 Amicable settlement

If any dispute or difference arises in connection with this Service Agreement, 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.

27.3 Resolution of dispute through conciliation by OEC:

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 this Service Agreement or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") on mutual agreement of both the Parties. OEC will be constituted by Chairman-OPaL as per standard OPaL procedure and the same will be discussed after agreement between both parties for resolution of dispute through OEC.

27.4 Arbitration:

Except as otherwise provided elsewhere in this Service Agreement if any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning operation, effect, interpretation of this Service Agreement or breach thereof, which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

a. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 (sixty) days' notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

b. The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for arbitrator interest and counterclaim, if any)	**Number of Arbitrator**	**Appointing Authority**
Upto Rs. Fifty Lakhs	Sole Arbitrator to be appointed from a panel of retired officers from OPaL/other PSU/ Non-PSU organizations.	**OPaL** [Note: OPaL will forward a list containing names of five retired officers from OPaL/other PSU/ Non-PSU organizations for selecting one from the list who will be appointed as sole arbitrator by OPaL]
Above Rs. Fifty Lakhs to Rs. Five Crores	Sole Arbitrator to be appointed from a panel of retired Jurists	**OPaL** [Note: 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]
Above Rs. Five Crores	Three Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator to be appointed by the two arbitrators. OPaL will appoint its arbitrator from the panel of jurists.

c. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration Clause, including the fees Schedule provided herein. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this Arbitration Clause.

d. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OPaL and/or is a retired officer of OPaL. However, neither party shall appoint its serving employee as arbitrator.

e. In case of arbitral tribunal of three arbitrators, if one of the parties fail to appoint an arbitrator within 30 days from the receipt of the request to do so, the other party or two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a Party, the Chief Justice of High Court of Ahmedabad may appoint the Arbitrators/Presiding Arbitrator.

f. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall

proceed with the reference from the stage where his predecessor had left, if both parties consent for the same; otherwise, he shall proceed de novo.

g. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

h. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims(excluding interest)	**Period for making and publishing of the award (counted from the date of first meeting with the arbitrator(s))**
Upto Rs. Five Crores	Within 8 (eight) months
Above Rs. Five Crores	Within 12 (twelve) months

The above time limit can be extended by the arbitrator(s), for reasons to be recorded in writing, with the consent of the parties.

i. Arbitrators shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) payable to each arbitrator (to be shared equally by the parties)
Upto Rs. Fifty lakhs	Rs.10,000 per meeting subject to a ceiling of Rs.1,00,000/-
Above Rs. Fifty lakhs to Rs. One Crore	Rs.1,35,000- plus Rs.1,800- per lakh or a part there of subject to a ceiling of Rs.2,25,000/-
Above Rs. One Crore and upto Rs. Five Crores	Rs.2,25,000- plus Rs.33,750/- per crore or a part there of subject to a ceiling of Rs.3,60,000/-
Above Rs. Five Crores and upto Rs. Ten Crores	Rs.3,60,000/- plus Rs.22,500/- per crore or a part there of subject to a ceiling of Rs.4,72,500/-
Above Rs. Ten Crores	Rs.4,72,500/- plus Rs.*18,000/-* per crore or part thereof subject to a ceiling of Rs.*15,00,000/-*

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) 25 % 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 pay its share of arbitrator's fees in stages as under:

i) 20% of the fees on filing of reply to the statement of claims.

ii) 40% of the fees on completion of pleadings.

iii) 20% of the fees on conclusion of the final hearing.

iv) 20% at the time when award is given to the parties.

k. 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.

l. 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.

m. The venue/place of the Arbitration shall be Vadodara, Gujarat, India. However, parties to the Contract may agree for a different place for the convenience of all concerned.

n. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

28.0 CONTINUANCE OF THIS SERVICE AGREEMENT:

Notwithstanding the fact that settlement of dispute(s) (if any) under conciliation or arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Service Agreement.

29.0 SERVICE AGREEMENT DOCUMENT

29.1. **Entire Service agreement**

This SERVICE AGREEMENT supersedes all prior agreements and commitments, whether oral or in writing between the parties concerning the subject matters(s) hereof. Neither this SERVICE AGREEMENT nor any modification will be binding on a party unless signed by authorized representatives of SERVICE PROVIDER and OPaL.

29.2. **Modification in service agreement:**

All modifications leading to changes in this service agreement with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by OPaL by issuing amendment to this SERVICE AGREEMENT. OPaL shall not be bound by any printed conditions, provisions in the SERVICE PROVIDER'S bid, forms of acknowledgement of SERVICE AGREEMENT, invoice and other documents which purport to impose any condition at variance with or supplement to SERVICE AGREEMENT.

29.3. **Assignment:**

The SERVICE PROVIDER shall not, save with the previous consent in writing of the OPaL, sublet/subcontract, transfer or assign the service agreement or any part thereof in any manner whatsoever. However, such consent shall not relieve the SERVICE PROVIDER from any obligation, duty or responsibility under the SERVICE AGREEMENT and SERVICE PROVIDER shall be fully responsible for the services hereunder and for the execution and performance of the service agreement.

29.4. **Waivers and amendments:**

a) **Waivers:** It is fully understood and agreed that none of the terms and conditions of this service agreement shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

b) **Amendments:** It is agreed that SERVICE PROVIDER shall carry out work in accordance with the completion programme to be furnished by OPaL which may be amended from time to time by reasonable modifications as OPaL sees fit. OPaL shall have complete right and discretion on such matters to decide.

30.0 SECRECY:

SERVICE PROVIDER and its personnel shall during the Period and thereafter maintain in the strictest confidence all information relating to OPaL and third parties dealing with OPaL acquired in the course of rendering services pursuant to this SERVICE AGREEMENT, or shall take or maintain any copy of any document acquired or generated in such course, and shall forthwith inform OPaL of any breach or infraction of this obligation of secrecy and shall take and institute such civil and criminal action as may be necessary to preserve the secrecy and punish those guilty of the breach or infraction. The same may also lead to termination of SERVICE AGREEMENT.

31.0 SEVERABILITY:

Should any provision of this SERVICE AGREEMENT be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

32.0 NOTICES AND ADDRESSES:

Any notice or other communications to be given under this SERVICE AGREEMENT shall be in writing and may be delivered by hand or sent by standard delivery post to the relevant address(es) stated in the SERVICE AGREEMENT or sent by facsimile transmission or e-mail at following address:

On behalf of OPaL	Head MM -OPaL ONGC PETRO ADDITIONS LIMITED, PLOT NO.Z/1 & Z/83, DAHEJ SEZ PART I , TAL, VAGRA,BHARUCH DAHEJ-392130, GUJARAT.
On behalf of SERVICE PROVIDER	

Communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted 3 (three) working days after posting, and if sent by fax transmission/ scanned copies sent through e-mail to the designated representative of OPaL, at the date of transmission.

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Appendix- 1 to ANNEXURE II

GUIDELINES REGARDING COMPLIANCE OF LABOUR LAWS FOR THE SERVICE PROVIDER

General Guidelines:

- The guidelines for SERVICE PROVIDERS are provided to guide them to make adequate and proper compliance under various labour laws. The general guidelines are commonly applicable to all SERVICE PROVIDERS and the specific guidelines under respective Acts will be applied as per the applicability of the Act.
- The SERVICE PROVIDER shall be solely responsible for the strict compliance of all applicable labour laws, Industrial laws and all such other laws, which are applicable to them from time to time. The said compliance also includes various modifications, amendments and additions of any provisions of laws, statutes, Acts and notifications issued by any competent authorities from time to time. SERVICE PROVIDER shall be solely responsible for complete legal compliances for all persons engaged by him.
- The SERVICE PROVIDER shall be also responsible for all taxes/levies by the State or Central Govt. or any other Statutory Bodies as applicable to him from time to time.
- The SERVICE PROVIDER at his own expenses shall comply with all the labour laws/industrial laws and all such laws and rules made there under, as well as the other Governments orders, and shall keep the Company indemnified in respect of all compliance obligations for the complete period of the service agreement as well as also against any liability arising out of non-compliance made by the SERVICE PROVIDER even after the completion of the agreement.
- The SERVICE PROVIDER shall not engage/deploy any person who has not completed the age of 18 years on the date of his deployment/ engagement.
- The SERVICE PROVIDER, before deploying any persons for working, shall issue an identity card with photograph as prescribed as per *Form No.36* under Factories Act, 1948. The photo identity card will countersigned by the officer nominated by the Company for the said purpose.
- The SERVICE PROVIDER shall at his own cost, shall provide all safety appliances, and such other all necessary Personal Protective Equipment (PPE) to his all workers / employees which are required for safe working.
- The SERVICE PROVIDER, at his own cost, shall provide all amenities / facilities for welfare of his workers as required under the provisions of the Contract Labour (R & A) Act, Inter State Migrant Workers or any such other applicable Act wherever not available or provided by the Company.
- The SERVICE PROVIDER shall display all notices in English/Local Language or any other language which is commonly understood by majority of workmen, at conspicuous places in the establishment showing –
    - Rates of Wages
    - Hours of Work
    - Wage Period
    - Date of Payment of Wages
    - Name & Address of the Labour Officer having jurisdiction under the Act
    - Date of Payment of unpaid wages.
- Please note that the said notice must be submitted to concerned labour department & duly acknowledged copy should be submitted to the Company towards the confirmation of compliance.

- SERVICE PROVIDER shall maintain up-to-date and complete registers, documents and returns under various applicable labour laws and rules thereunder.
- SERVICE PROVIDER is required to comply under all applicable labour laws which are mentioned as follows :
  1. Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996
  2. Contract Labour (Regulation & Abolition) Act, 1970:
  3. Child Labour (Prohibition and Regulation) Act, 1986
  4. Equal Remuneration Act, 1976
  5. Factories Act, 1948
  6. Inter State Migrant Workmen (R.E.C.S.) Act, 1979:
  7. Provident Fund & Miscellaneous Provisions Act, 1952
  8. Minimum Wages Act, 1948
  9. Payment of Wages Act, 1936
  10. The Workmen Compensation Act, 1923
  11. Payment of Bonus Act, 1965
  12. Payment of Gratuity Act, 1972
  13. Industrial Disputes Act, 1947

- However, the SERVICE PROVIDER shall be fully responsible for total compliance under all labour laws/acts/statutes/notifications applicable to him from time to time.

Note: *The above mentioned details about the compliance under various labour laws is not an exhaustive and complete list and it is subject to modification for any omission and commission for any points not included so far, due to changes in the act, law, rules or statutes and due to oversight. However, the same will be applicable to SERVICE PROVIDER from time to time.*

UNDERTAKING BY SERVICE PROVIDER

I the undersigned_____(Name of the SERVICE PROVIDER) has read all compliance requirements under various labour laws as mentioned above and I undertake to abide by the same and OPaL shall not be responsible for whatsoever any matter/liability arising out the same.

Place:	Authorized Signature:
Date:	Name:
	Designation:
	Seal:

_____
(Sign & Stamp of Bidder)

OGC Petro additions Ltd.

ANNEXURE III

SCOPE OF WORK

1 INTRODUCTION:

1.1 Vendor should be fully equipped to work in running plant and should have all arrangements for drain cleaning jobs.

1.2 The vendor shall inspect the site and satisfy himself about the actual site conditions and collect all other information which is required by him before tendering for the work. Vendor to go through the tender completely before quoting. The vendor shall make himself fully conversant with the locations and the type of jobs to be carried out therein so that he clearly understands the scope of work and assess the requirement of resources required to complete the work in scheduled time. Vendor to check and inform for any discrepancies/queries in contract document before quoting. Same shall be brought in notice of Opal & seek clarification for the same. No grievances shall be entertained at later stage & EIC decision will be final.

1.3 The Vendor shall be familiar to work in Continuous Running Chemical, Petrochemical, Oil & Gas, and or Fertilizer Plants.

1.4 The Drain cleaning contract in Entire complex shall be executed by Two party on 60:40 ratio. The allotment of the work will be finalized by the EIC and the same shall be acceptable to both the parties. In case of any conflict on work distribution the decision of the EIC will be final and same to be accepted by the both the parties.

1.5 In case during the execution of contract or thereafter at any later stage, including after the completion of contract, it comes into the knowledge of OPAL or any of its employee that the information submitted by the bidder, regarding experience etc., is false, OPAL shall have the right to terminate the contract immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with OPAL.

2 VENDOR SCOPE OF WORK / SUPPLY DETAILS:

2.1 LOCATION OF WORK:

The Vendor has to execute the drain cleaning job according to priority identified by ENGINEER-IN-CHARGE (EIC), OPAL.

2.2 WORK PROCEDURES/DETAILS

2.2.1 The work is to be carried out in designated area and Vendor will have to work strictly as per instruction of Engineer-In-Charge (EIC) and obtain permission in standard format for every employee working for him, who are liable for physical check by competent authority as decided by Engineer-In-Charge at any time.

2.2.2 The Vendor shall follow best industry practices for drain cleaning & Engineer-In-Charge instructions for execution of any job. In case of any discrepancies, the decision /interpretation of EIC shall be final. All the services provided by the Vendor as mentioned in their scope will be inclusive in the rate quoted.

2.2.3 Manual cleaning of Drain/culverts is included in the scope of work. The payment for cleaning of Drain/culverts will be made under the respective items. No extra claim is admissible in this regard.

2.2.4 The desilted matter may be loaded immediately into the trucks directly or soon after the same is dried up for transportation as per the direction of EIC. No separate payment towards excavation/loading/handling/transportation of the desilted matter will be made over above the respective line item.

2.2.5 The agency has to carry out necessary leveling of channel bank/make approaches to facilitate the movement of his machinery/trucks for desilting, for the transportation of desilted matter and for placement of desilted matter at his cost i.e., the quoted rate shall cover for all these activities and no separate payment will be made towards the same.

2.2.6 Bench cutting on channel slopes may be required at some places for the purpose of desilting. The agency's quoted rate shall cover for the same. Bench cutting will not be paid separately.

2.2.7 The VENDOR's shall be responsible for the true and proper setting out of the works in relation to original/reference point, line and level as given in drawing or by the Engineer-in-charge and also the correctness of the same. The VENDOR's shall arrange all necessary instruments (Total Station / Level Machine / Theodolite etc.), appliances and labour in this connection at his cost. The VENDOR's shall mark reference benchmarks of permanent nature at various places including taking spot levels at regular interval so as to reveal topography of entire area. The required intermediate reference marks shall be made to facilitate the work as per instruction of Engineer-in-charge. Pre and post levels in the out fall channel shall form the basis of measurement for respective line item.

2.2.8 The VENDOR's, as directed by the site Engineer will set the Level Reference Stations (LRS) on permanent structures marking the chainage and Horizontal lines of Reference (HLR) painted in red which must be protected by him till the payment of the final bill or the end of the VENDOR's liability period whichever is later. In absence of any suitable permanent structure, the VENDOR's with his own cost and risk will construct such structure to be used as reference stations. The interval of such reference stations will not be more than 30.00 mtr. in any case.

2.2.9 The quoted rates against SOR shall be all inclusive of overhead cost (Supervision, Transportation, Food, Site Office etc.) in addition to the wages and other benefits, compensation & contributions to labour as per govt. policy. All labour, material, consumable etc.. are included in items of each SOR. The value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

2.2.10 Vendor has to clean drains up to total depth of drain having any amount of mud, soil, wild grass, foreign materials, water etc…or up to satisfaction of EIC. Vendor can clean drain by any means manually/mechanically without damaging drains/road or any other asset. Vendor may use dewatering pump for dewatering excess water as per SOR line item. Also vendor may have to construct/remove mud bunds or bunds making/removing with sand bags and approach to bottom of drain for cleaning any particular stretch. No extra charge will be provided from Opal for the same.

2.2.11 If drain is covered with pre-cast/grating, removal & fixing of same will be in scope of vendor. Hydra/crane if required will be provided by Opal Free of cost or as per SOR line items as directed by EIC. Rigger, helper, sling, belt, deshackle etc… will be in scope of vendor as per item of SOR

2.2.12 The Vendor shall indemnify OPaL & all its officials against any action of any Govt. authority for any lapses or breach of any act or rules on his part.

2.2.13 Proper disposal of Sludge/Debris/Vegetation/Grass etc. within or outside OPaL by making pits using JCB / Excavator & final covering / leveling area with soil etc. is included in VENDOR's scope.

2.2.14 All jobs to be completed as per SOR/SOW. Payments shall be made on basis of actual work done and certified by EIC. There is no minimum payment guarantee. No claim shall be entertained in this regard.

2.2.15 Quantities indicated in price format are only tentative in nature. There is also no minimum quantity guarantee. This rate will be fixed for entire period of contract.

2.2.16 Supply of materials and deployment of tools and tackles to complete the job will be in VENDOR's scope. All supplied materials shall be entered inside OPAL premises on proper gate/entry pass via

entry gates. Record of same needs to be maintained and same will be submitted with each RA bill according to consumption pattern.

2.2.17 All materials and consumables are in scope of vendor. Rates should be quoted considering all consumables in scope of vendor. Opal will not be liable to provide any of the materials/ consumables. No material/item/part shall be provided by Opal. No free of cost material is there in scope of Opal.

2.2.18 Working hours will be 9am to 5.30pm as per Opal timings. If any change in timings will be there. Same will be intimated.

2.2.19 The vendor shall make all necessary arrangements for access to work sites, stores and site offices etc. Inside and outside Opal complex to facilitate transportation of man power, machinery and equipment duly considering the existing site conditions. There should be dedicated vehicles for labour /supervisor movements. Cycles for supervisors should also be made available to work force. No extra claims / costs will be entertained by OPaL

2.2.20 The VENDOR's shall at all times keep the construction area free from accumulation of waste, or rejected materials and maintain proper housekeeping at all times. Prior to the completion of the work the VENDOR's shall remove all rubbish from and about the premises, and all tools, scaffolding, equipment and materials which part of permanent structure are not. The premises will be left in a manner fully satisfactory to the Engineer in charge.

2.2.21 Joint Measurement Record for each job to be maintained and certified from the plant EIC / plant SIC and record of same shall be kept by Vendor.

2.2.22 While shifting material from Stormwater channel to dumping area, the material should not spill over on the road & in case of any spillage; the same is to be cleaned then only job is declared to be completed. Also the sludge spillage of the surrounding area of Drain should be cleaned.

2.2.23 Portable ladder to access into Drain/Culvert to be provided by VENDOR's.

2.2.24 All the debris /silt recovered from the drain will be properly stacked, transported, treated and disposed as per direction of the site Engineer and as per provision of the estimate. The disposal site should be environmentally suitable and proper measure should be taken by the VENDOR's for preventing any adverse effect on environment.

2.2.25 The Vendor has to carry out the desilting work in all-weather condition as directed by EIC.

2.2.26 The successful vendors shall have to arrange requisite machinery on site immediately on intimation/ direction of Engg-in charge.

2.2.27 **Minimum Wage Escalation:** The rates are firm during entire period of the contract. However, reimbursement against actual manpower deployed shall be paid to the Service Provider against the escalation in minimum wages by Government time to time. Reimbursement shall be the difference amount of base rate and revised minimum wages and allied statutory compliances of PF, Bonus & Leave Wages, for scheduled employment and respective category of workers. Base rate for revision in minimum wages will be rate prevailing as on closing date of bid submission. Reimbursement will be calculated against the actual manpower deployed by the Service Provider for executing the work

ANNEXURE IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 General:

1.1. This SERVICE CONTRACT is invited for the Desilting and cleaning of Major & Minor storm water Drain/Culverts/Out fall channels as stated in Tender document, and all other incidental and miscellaneous expenses as specified.

1.2. Vendor shall be familiar to work in Continuous Running Hydrocarbon Processing plant/ LPG Plant/chemical industry/ Petrochemical Plant/ Refinery/ Fertilizer Complexes.

1.3. The technical details of the work shall be treated as of confidential nature and Vendor should not pass them to any other organization/ company/ firm. Also VENDOR shall not publish the technical details in any periodical/ books/ seminars/ conferences.

1.4. In case during the execution of SERVICE CONTRACT thereafter at any later stage, including after the completion of SERVICE AGREEMENT, it comes into the knowledge of OPaL or any of its employee that the information submitted by the bidder, regarding experience etc., is false, OPaL shall have the right to terminate the SERVICE CONTRACT immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with OPaL.

1.5. The SERVICE CONTRACT shall include for any incidental and contingent work although not specifically mentioned in the SERVICE CONTRACT but is necessary for its completion in an efficient and workmanship manner.

1.6. **CONTRACT PERIOD:** This SERVICE CONTRACT shall be effective from the date of NOA. Duration of SERVICE CONTRACT is **36 months** from the date of COMMENCEMENT OF SERVICES.

2.0 Mobilization

2.1. VENDOR shall be required to mobilize for commencement of services at the specified locations within a maximum of **15 days** from the date of NOA. Quantum of mobilization during initial period will be as per the instruction of Engineer-In-Charge (EIC) based on actual site requirement.

2.2. VENDOR shall always maintain his basic infrastructure and equipment's at site along with adequate work force, which shall be enlarged as dictated by site requirements and as directed by the OPaL authorities.

3.0 WATER & POWER:

3.1. Electric power shall be provided to the VENDOR free of cost at a single point. The VENDOR has to make his own arrangement to use the same at work site by extending cable, extension board with ELCB, non-flammable industrial plug top of Baliga Make etc. as per requirement. Vendor has to comply Opal safety procedures on electrical safety. Safety of all electrical items of should be maintained by Opal. All cables of extension board/equipment should not have cable joint.

3.2. Opal shall provide electricity required for the work at suitable locations in the working area. `Safe' electrical connection as dictated by area classification shall be provided by OPaL, if required for which necessary assistance shall be provided by VENDOR at His own cost.

3.3. Water will be provided by Opal Free of cost if availability is there at that location.

4.0 Safety & Security

4.1. VENDOR shall ensure that his work force does not carry any matchboxes, lighters, biddies, cigarettes etc., inside the entry gate and explain the same to all His personnel/ suppliers.

4.2. VENDOR shall arrange Photo passes for all his employees as per OPAL safety procedures after submitting required documents.

4.3. VENDOR shall strictly follow all conditions and take precautions mentioned in the work permit.

4.4. It is essential that His work force is equipped with and uses all necessary safety apparel and follows all dictates of our Safety Department. It is mandatory for all his employees to undergo the safety training organized by OPaL Safety department.

4.5. VENDOR shall, at his own cost, issue helmets, safety shoes, safety goggles, safety harness, hand gloves etc. to his work force as per requirement.

4.6. All his vehicles and equipment shall be fitted with ISI mark spark arrestor mufflers which shall be properly maintained. Vehicle and Driver should have relevant driving license and necessary document as per the RTO guide line. Vehicle deployed during the contract period should have the commercial passing with all requisite document. Necessary vehicle entry permit/s for operating areas shall be obtained from plant authorities as per safety rules.

4.7. All jobs are to be carried out under "Permit system", wherever applicable, on receipt of the intimation from EIC or Executing Engineer of OPaL. The VENDOR has to cross check for ensuring availability of "Safety work permit" duly signed by process/ safety personnel with site engineer before starting the jobs. The VENDOR has to comply all safety requirements for the execution of the job, as per instructions of Plant Safety Officer / "ENGINEER-IN-CHARGE". VENDOR shall intimate the concerned site engineer after completion of job. Further, any guidelines/ regulation/penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of OPAL from time to time during execution of SERVICE CONTRACT shall be binding on the VENDOR.

4.8. The VENDOR shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. In the case of theft or loss OPAL will not be held responsible.

4.9. The Vendor has to ensure that sufficient oxygen and Lighting is available inside the Culvert/Covered Drains by proper ventilation, if deficiency required by injecting compressed air and providing proper illumination into the Culverts/ Covered Drains.

4.10. All the employee of VENDOR should observe the security and safety related rules and regulations introduced from time to time by OPAL, DAHEJ management. In case of violation of applicable Safety, Health and Environment related norms, OPaL shall take suitable penal action including deduction of appropriate amount from VENDOR's bill.

4.11. The Vendor shall provide personal protective equipment's including Cotton cloth with specific color, safety shoes, safety helmet, goggles, grinding goggles, hand gloves, safety harness and rope ladders, any other job specific PPEs etc. as per prevailing safety norms, to all the personnel deployed for the execution of the jobs. Further, any guidelines/ regulation/ penalty etc. regarding this clause notified by HR/Safety/ Central agency of OPaL from time to time during execution of Rate Contract shall be binding on the Vendor. In the event of the Vendor's failure to comply with the above provision, OPaL may at its own discretion supply the safety equipment's to Contractors workmen and the cost incurred towards the same shall be recovered from the Vendor's RA Bill suitably. In case Vendor fail to comply Opal safety procedures/clause, it will invite penalty/action. Any non-compliance like PPE non-compliance, safety violation etc.. will be treated as serious offence and penalty for same will be applicable as directed by EIC/competent authorities of OPAL.

4.12. The VENDOR shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. In the case of theft or loss OPAL will not be held responsible.

4.13. VENDOR's supervisor must give Tool box talk and Job specific Safety talk to Workmen working under him.

5.0 Payment / Billing:

5.1. Vendor shall maintain day-to-day records of work done and the same shall be certified from the EIC (Engineer In-Charge OPaL).

5.2. Monthly payments of the work done in past month will be done. For this vendor has to submit RA bill along with all back up. Certification of work done in past month needs to be submitted along with all back up documents with each RA bill.

5.3. Material entry invoice needs to be duly sealed and signed at SEZ gate and Opal gate.

5.4. The Vendor shall note that no payment shall be made against the material required for construction of ramps, approach road, accesses etc.

5.5. The rates quoted shall be applicable for all works to be carried out at all heights and depths above or below plinth level and location unless otherwise specially stated.

5.6. The VENDOR shall ensure the proper handling of the facilities provided by OPAL, etc. If any damage/breakage is found to the properties of OPaL, OPaL shall recover the cost of such damages suitably from Running Account bills of the Vendor. Else vendor has to repair it on his own cost.

5.7. Rates shall remain firm and fixed till execution of the entire contract and are not subject to any escalation for whatsoever reasons.

5.8. The rates quoted shall be deemed to include completion of an item of work as per drawings, specification / relevant IS codes and / or directions of the Engineer. The work may be of intermittent nature. The rates shall be deemed to cater for stoppages due to shutdown / break down, non-availability of front due to operational / safety reasons. No additional payment shall be allowed on account of these.

5.9. Vendor should note that the delay in the submission of JMR / Statutory compliance documents as per labour laws may delay the payment & to be on account of vendors.

6.0 Supervisory staff:

6.1. Each Contractor to Provide following minimum work supervising personals (not limited to) on immediate basis during mobilization, failing to which penalty as mentioned shall be applied:

Serial no.	**Personal required**	**Qualification**	**Min. Deployment**	**Minimum experience required (in years)**	**Penalty to be imposed in case of failure to deploy**
1	Site-Civil Engineer	Diploma Engineer	1	3/4 years	800 Rs./ Day
1	Safety supervisor	Diploma Safety	1	3/4 Years	600 Rs./ Day
2	Site supervisor	12th Pass	1	3/4 Years	500 Rs./ Day

6.2. The supervision control, administration and management of the personnel shall be done by the VENDOR through their authorized representative and the name of the manager/ supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of SERVICE AGREEMENT. Agency supervisor should be available at work spot while the work is in progress.

7.0 Job Planning:

7.1. The Contractor should submit progress report highlighting works carried out during previous period against works planned and future activities planned. The frequency of reports and extent of details required in progress report will be discussed with successful the Contractor. The Contractor will also have to submit daily labour report for the manpower working at site. The Contractor should submit the bar chart showing various activities and its completion.

7.2. Reporting of the job execution to the Engineer-in-charge (EIC) or the Supervising Engineer of OPaL and proper day to day logging of the job activity in the Log Book/duplicate/triplicate book.

7.3. Daily work progress report is to be provided to EIC & SIC.

7.4. One week before mobilization of the activity (machine/manpower) internal meeting to be conducted with EIC & detailed Bar Chart to be submitted for the work completion.

8.0 SURVEY & SETTING OUT WORKS:

8.1. The Contractor shall be responsible for the true and proper setting out of the works in relation to original/reference point, line and level as given in drawing or by the Engineer-in-charge and also the correctness of the same. The Contractor shall arrange all necessary instruments (Total Station, Level Machine, Theodolite etc.), appliances and labour in this connection at his cost. The Contractor shall mark reference benchmarks of permanent nature at various places including taking spot levels at regular interval to reveal topography of entire battery limit. The required intermediate reference marks shall be made to facilitate the work as per instruction of Engineer-in-charge.

9.0 Resource:

9.1. VENDOR shall work only on and during the specified hours of working days at site. As sometimes maintenance works are urgent works, same should be completed on immediate basis round the clock (including on holidays and during silent/night hours).In such conditions, no liability in respect of any excess cost arising therefrom shall be incurred by the OPaL.

9.2. Manpower provided by VENDOR shall have adequate knowledge and skills and acceptable to OPaL authorities. Manpower rates as given are inclusive of providing good quality hand tools.

9.3. The VENDOR shall deploy the requisite persons as asked by the EIC as per attached Scope of Work/SOR. To carry out the smooth operation the VENDOR shall ensure the proper supervision and work according to the criticality/ priority as informed by EIC OPAL.

9.4. OPaL will allocate an open space within the plant premises for storing the Vendor's materials and Tools. Any damage / pilferage of the materials will be the responsibility of the Vendor. Vendor can make his temporary office and store room on his/her own expenses.

9.5. Arrangement of Transport for employees to the site, within the Site, and back shall be the responsibility of the Vendor. OPaL shall have no obligation in this regard.

9.6. The Vendor should simultaneously work at number of places or more and complete the work within contract period.

9.7. The bucket of Poclain, crane, Pump, Hydro jetting Machine, Gully Sucker, or other machineries deployed by contractors to remove silt from drain /culvert/channel shall have adequate capacity to de-silt the material. As per EIC direction machinery shall be Mobilized / demobilized. No extra payment for mobilization / demobilization shall be paid by OPaL.

9.8. The Vendor shall be solely responsible for the payment of wages and other dues to the personnel and meet all statutory obligation of payment as per the applicable labour law/s. Further, any

guidelines/ regulation/penalty etc. as notified by OPaL HR/ Central/ State Govt. agency from time to time during execution of contract shall be binding on the Vendor.

9.9. Vendor shall not extended the working hours of the workmen at Site beyond 16 hrs. of continuous duty.

9.10. The Vendor shall ensure that the employees (supervisors only) employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton clothes with safety shoes and helmets . Employees/ workmen of Vendor shall be polite, decent, and courteous to all officers /employees / workmen of OPaL and shall maintain high standard of discipline, decency, and decorum. They shall be medically fit and fully competent to perform the work.

All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified. In general, the Supervisor should be experience in civil maintenance jobs in Petrochemicals/ Fertilizers/ Oil & Gas/ Refinery/ Chemical Industries. Vendor shall submit details of experience of engineer and supervisor to EIC. Other details of all workmen to be submitted prior to requisition for new gate pass. Any misrepresentation of facts will attract provisions of respective clause of SCC.

9.11. OPaL reserves the right to reject any one or all the personnel deployed by Vendor on the basis of their not having appropriate qualification / experience, unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by "Engineer-In-Charge", the same shall have to be arranged by the Vendor within 24 Hours or as per instruction of "Engineer-in-Charge". In case of any dispute the decision of "Engineer-in-Charge" shall be final and binding.

9.12. The personnel deployed for this contract shall not be utilized by the Vendor for any other contract/job except without specific clearance from the EIC of the contract.

9.13. The Vendor shall keep adequate resources to cater the requirements of the plant during emergency in across complex at a time. Vendors should keep good understanding between plant group in order to avoid job conflict & delay where there is job overlapping.

9.14. The Vendor shall deploy resources/ additional resources as per the schedule/ need of the job without any delay. In case of any delay in job execution due to non-availability of required manpower, tools, tackles and consumable, the Vendor will be held responsible.

9.15. All jobs in this contract are to be carried out under proper supervision. The Vendor has to ensure effective supervision of all the jobs carried out through experienced and adequately qualified Supervisors.

9.16. Vendor shall keep sufficient manpower based on daily routine job plan in co-ordination with Engineer-in-charge OPaL. Based on the plant requirements, the routine work may continue beyond normal working hours or as decided by Engineer-in-charge, OPaL.

9.17. Tools, tackles, machineries etc… to be made available as and when required. However, it may be increased or decreased as per the work requirement. No extra payment will be done for it. All are included in SOR.

10.0 Job specific Requirement:

10.1. The Vendor shall note that this contract envisages following works in general as below –

10.1.1. The desilting of Strom water drain/culvert/discharge channels means removal of any type of materials existing in Strom water drain/culvert/discharge channels.

10.1.2. Making the necessary walkway for the workmen, temporary platforms etc. or construction of ramps from the banks, or deploying mechanical means to drag the silt by shifting or otherwise to available access point may become necessary to take the vehicles, machinery in the drain/culvert/channel bed and to carry the excavated material, silt etc. out of the drain/culvert/channel bed. The contractors shall have to do all this at no extra cost. All such ramps, platforms walkways if any

specially provided by the contractors shall have to be removed from drain/culvert/channel bed after completion of the work at no extra cost to the OPaL.

10.1.3. The Vendor has to make suitable approach for movement of machinery by cutting vegetation/ trees of all sizes on the banks/ berms making paths, to cross the channel by making bunds (wherever required) and removal of the same, levelling of heaps on the berms for free movement of machinery etc., for which no extra payment separately will be made and the rate should be inclusive of all the above operations). Necessary approval from the SEZ and other industries for underground pipe line to be in the scope of vendors.

10.1.4. Vendor should note that silt / garbage/weeds/ algae growth /silt / slushy soil / mud / earth, / debris / waste chemicals / Elephant grass/ waste polymer is required to be removed from entire storm water channel/culverts / outfall channels throughout the year. Tenderers should therefore visit site before quoting the tender.

10.1.5. The contractor shall have to de-silt the storm water channel fully before monsoon and have to take measures to maintain it clean throughout the contract period.

10.1.6. The Vendor shall carry out desilting before/after monsoon by using mechanical/manual means. The Vendor shall also maintain the Strom water channel network & see that no flooding occurs due to any obstruction in Strom water channel. If flooding occurs due to any obstruction in Strom water channel, Vendor shall be accountable for the same, on merits. He shall deploy extra labourers as directed by Engineer in charge to keep the channels flowing smoothly during heavy rains for which no payment shall be made.

11.0 NON-PERFORMANCE

In case the Contractor does not mobilize adequately OR does not commence the work OR does not progress satisfactorily OR does not maintain quality of work OR does not comply with instructions, OR do not make payments to their workmen, sub-contractors and vendors, do not comply and observe statutory laws of the place of work, the Owner reserves the rights to take all OR any of the following remedial measures (not necessarily in the same order) by

11.1. Serving 3 days' notice.

11.2. Retain at site all Contractors' plant and equipment and use them for carrying out the work.

11.3. Execute the balance work in full or part (including any rectification in work already executed by the Contractor) either on its own or through any other agency at the risk and cost of the Contractor.

11.4. Termination of the Contractor.

11.5. En-cash the Contractor's Performance Bank Guarantee.

11.6. Confiscate Retention Money.

11.7. Any other method as appropriate.

12.0 Liasoning :

12.1. Vendor shall have to obtain all the relevant permissions/ NOC from GIDC/SEZ/CRZ/Nearby Industries

To carry out the desilting job of outfall channel, Vendor has to get it done by approaching / liaison officer for pursuing the same. Only recommendation letters will be issued by the OPaL.

12.2. Vendor (s) shall have to obtain all the permissions of the concerned authorities outside the OPaL for dumping of the silt/grass/debris as directed by EIC. Only recommendatory letters will be issued by OPaL.

13.0 Penalty:

13.1. If any Drain Cleaning activity under the contract is delayed more than 07 days on mutually agreed time, penalty of Rs 10 per running mt./ per week **or** Rs. 15 per Cumt. / Per week will be deducted from contractor RA/ Final Bill.

13.2. To ensure thorough desilting of drain/culverts etc. the Vendor may have to construct temporary ramps / divert existing flow etc. as directed by the Engineer-in-charge, without any extra cost. These temporary Ramps/Bund shall have to be removed after completion of the job strictly otherwise a penalty of Rs. 1,000/- per day will be imposed.

13.3. While shifting material from Storm water channel to dumping area, the material should not spill over on the road / surrounding area; in case of any spillage the same shall be removed / cleaned failing to which the penalty of 10,000/- per instance shall be recovered from vendors RA Bill. If contractor were fail to clean the spillage, the same shall be cleared by engaging other agency and charges of the same to be recovered from Vendors RA Bill;

13.4. Penalty against non-deployment of supervisor / Engineer refer the penalty clause of para 6.1.

14.0 Photographs of the Works.

14.1. The VENDOR's shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the VENDOR's for this. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing. The initial photographs will be taken as evidence before the cleaning work is started. Photographs are to be taken in the same locations from the same angle during the works in progress as well as at the final stage. These photographs are to produce with the submitted bills.

15.0 Anti-malaria and other health measures:

15.1. Anti-Malaria / anti-rodent /snack repellent and other health measures shall be taken as directed by the OPaL. VENDOR's shall see that mosquitogenic conditions are created to keep vector population to minimum level. VENDOR's shall carry out anti-malaria / anti-rodent /snack replant measures in the area as per the guidelines issued by the OPaL from time to time. Work area such as box and pipe culverts, drain etc. Rodent control and snakes repellent chemicals such as carbolic acid/ Sulphur / Anti rodent chemicals etc. to be sprayed before executing the job. All the necessary arrangement such as lighting, ventilation, ladder for access etc. shall be in the scope of vendor.

ANNEXURE V

SCHEDULE OF RATES (SOR)

Tender No: 1911C00396

Description: **Annual Rate Contract for Storm Water Drain Cleaning Job`**

A. CONDITIONS RELATED TO THE PRICE FORMAT:

1.1 All payments will be made against invoice in Indian rupees only.

1.2 The price shall be for complete scope of work, terms and conditions of the Tender/ agreement. Rates quoted should be inclusive of all applicable taxes/ duties except Goods & Service Tax.

1.3 OPaL complex at Dahej is falling under the SEZ notified area and is exempted from payment of Goods and Service tax directly payable by Contractor to Govt. Of India.

1.4 **There is no minimum guaranteed work or payment against this tender/ agreement.** Payment shall be made against the actual work completed as per Scope of Work. The requirements for various services may increase or decrease and the decision of the OPaL in this regard shall be final and binding on the bidder. Payment shall be made for the actual work completed as per Scope of Work.

1.5 **Rates are firm during entire duration of contract except provisions made in the tender document.**

SCHEDULE OF RATES

Sl.	Work	UOM	Rate (Rs/Unit)
1	**DRAIN CLEANING MECHANICAL / MANUAL MEANS** Cleaning, desilting, removing weeds, algae growth silt, slushy soil, mud, earth, debris, waste chemicals, Elephant grass of any height. etc. accumulated in the various drains of the complex including all labour, tools, tackles, T&P, Machinery, including removing and refixing of top RCC precast cover or steel grating, if required (Rate for the hired charges for HYDRA to be paid in respective line Item) etc. complete as directed by EIC. Carting away the same with lead up to 5 KM within or outside the OPaL Complex as directed by EIC, including all labour, machineries, T&P etc. complete. Measurement shall be paid on running meter basis of the completed job.		
A	For drain having cross section area up to 1.00 SQM sq.mt.	RMT	35
B	For drain having cross section area 1 to 2.00 SQM	RMT	90
C	For drain having cross section area 2 to 5 sq.mt	RMT	140
D	For drain having cross section area 5 to 10 sq.mt	RMT	160
E	For drain having cross section area above 10 sq.mt	RMT	200
2	**HOUSEKEEPING OF CLEANED DRAINS** Cleaning, removing weeds, algae growth etc. accumulated in the various drains of the complex including all labour, tools, tackles, T&P, Machinery, including removing and refixing of top RCC precast cover or steel grating, if required (Rate for the hired charges for HYDRA to be paid in respective line Item) etc. complete as directed by EIC. Carting away the same with lead up to 5 KM within or outside the OPaL Complex as directed by EIC, including all labour, machineries, T&P etc. complete. Measurement shall be paid on running meter basis of the completed job.		
A	For drain having cross section area up to 1.00 SQM sq.mt.	RMT	22
B	For drain having cross section area 1 to 2.00 SQM	RMT	30
C	For drain having cross section area 2 to 5 sq.mt	RMT	35
D	For drain having cross section area 5 to 10 sq.mt	RMT	50
E	For drain having cross section area above 10 sq.mt	RMT	80

3	**CLEAN PIPE CULVERT MECHANICAL / MANUAL MEANS**Hiring Suction cum Hydro jetting machine/ Fire machine/Super Sucker /manual rodding / Fire hose etc. as per requirement and direction of EIC for removing/Cleaning hard chokes in drains, Gullies, Pipes , Pipe culverts etc. as necessary and directed by EIC, carting away waste like weeds, algae growth, silt, slushy soil, mud, earth, debris, waste chemicals, grass, etc. with all lift and lead up to 5 KM within or out side the OPaL Complex as directed by EIC. Necessary arrangement of all labour, operator, cleaner, Helper, Fuel, T&P, Safety tools and other consumable within OPaL etc. to operate the machinery is in the scope of contractor. Work to be executed as per OPaL Confined entry, safety standard and direction of EIC. Necessary arrangement of the water, consumables and safety gadgets are in the scope of contractor.Wash out/removed sludge to be accumulated and disposed at designated location with all lift and lead up to 5 KM within or out side the OPaL Complex as directed by EIC. Measurement shall be paid on running meter basis of the completed job.		
A	For dia up to 200mm	RMT	150
B	For dia 200 mm to 300 mm	RMT	200
C	For dia 300 mm to 600 mm	RMT	300
D	For dia 600 mm to 1000 mm	RMT	500
E	For dia 1000 mm to 1800 mm	RMT	600
F	For Pipe dia more than 1800mm diameter	RMT	700
4	**CLEANING RCC BOX CULVERT MECHANICAL / MANUAL MEANS** Cleaning of RCC box culvert of internal size for road crossing , building crossing etc. and removing waste like earth, foreign matter, weeds, algae growth , silt, slushy soil, mud, earth, debris, waste chemicals, grass etc. and disposing outside drain after cleaning. Carting away the Same with lead up to 5 KM within or outside the OPaL Complex as directed by EIC, including all labour, machineries, T&P etc. complete	CUM	500
5	**Desilting of Discharge Channels**Desilting of Discharge channel / open channels by removing with mechanical means or manual means (wherever mechanical means is not possible) the existing silt/ slush/ debris/ any other materials outside the channels and transportation, depositing, dressing/ spreading and levelling the heaps with a lead of 5.0Km as directed by the Engineer-in-charge with all tools, tackles, labour etc., complete. (The agency has to make suitable approach for movement of machinery by cutting vegetation/ trees of all sizes on the banks/ berms making paths, to cross the channel by making bunds (wherever required) and removal of the same, levelling of heaps on the berms for free movement of machinery etc., for which no extra payment separately will be made and the rate should be inclusive of all the above operations). Necessary approval from the SEZ and other industries for underground pipe line to be in the scope of vendors.	CUM	250

6	**Dewatering By Pumping Set Diesel/Electrical Operated:** Dewatering By Pumping Set of capacity as instructed by EIC including temporary platform, carting pumping set at site and fixing the same in position including all accessories, such as foot valve, delivery pipe, suction pipe, fuel and operator for 8 Hr. Shift etc. complete. Necessary arrangement of the required capacity of the DG set is in scope of the contractor. Rate inclusive of carting away the pump set at different location inside the plant, all accessories, such as foot valve, sufficient length of suction/delivery pipe, fuel and operator, priming, necessary safety gadget and etc. shall be in the scope of contractor. No ideal charges shall be paid on any account.		
A	Pump Capacity: Upto 5 HP	Hr	350
B	Pump Capacity: 6 to 10 HP	Hr	400
C	Pump Capacity: 11- 15 HP	Hr	500
D	Pump Capacity: 16-20 HP	Hr	600
E	Pump Capacity: 21-25 HP	Hr	700
	Supply of Machinery		
7	Supplying & hire charges for the following (These items are purely used for handling of client's work other than contract awarded work. This should not be used for analysis of non-tender items, if any). Rate inclusive of cost of diesel, oil, driver, helper, consumable, and necessary safety gadgets required as per OPaL safety guide lines and instruction of EIC as per the instruction of EIC for 8 Hrs.		
A	Providing & supplying water by tanker per 1000 litre for filling work etc. complete as per instructions of the engineers-in-charge.	Nos.	800
B	Hire Charges for Dumper (TATA LPK 2518 or Equivalent)	MD	3,000
C	Hire charges for JCB	MD	5,000
D	Hire charges for Compressor breaker	MD	4,500
E	Hire charges for Tractor	MD	2,000
F	Hire Charges for Hydra (Rhino 90C or equivalent with all lifting tools and tackles)	MD	5,000
G	Unskilled Labours (8 Hrs.)	MD	450
H	Skilled labours (8 Hrs.)	MD	600

Note:

A) Maximum Total Order Value excluding taxes for three Years under this rate contract will be Rs.117,74,400/- excluding taxes. Work will be distributed as per the work distribution methodology.

ANNEXURE VI

PRICE FORMAT

Annual Rate Contract for Storm Water Drain Cleaning Job, I/ We have read the printed clauses of the tender and the same are binding on me/ us without any exception/ deviations.

Column-1		Column-2		Column-3
I/ We do hereby agree to carry out the work at _____% (In figure) _____ _____ _____(In words) **ABOVE (+)** the Estimated Itemized Rates, given in Schedule of rates at **ANNEXURE V**. Authorized Signature of bidder	**O R**	I/ We do hereby agree to carry out the work at _____% (In figure) _____ _____ _____(In words) **BELOW (-)** the Estimated Itemized Rates, given in Schedule of rates at **ANNEXURE V**. Authorized Signature of bidder	**O R**	I/ We do hereby agree to carry out the work **AT PAR** the Estimated Itemized Rates, given in Schedule of rates **at ANNEXURE V**. Authorized Signature of bidder

Bidder must fill/quote **only one percentage rate** in any one column from the three columns given above and **strike out the other two columns**. Bidders filling their percentage rate in more than one column shall be rejected straightway.

Note:

1. **In Prequalification bid**, **indication on quoted percentage rate/ prices/ tick mark (√)** shall **NOT** be provided by the bidder in respective three columns i.e. column no. 1, 2 or 3 indicating ABOVE (+)% OR BELOW (-)% OR AT PAR respectively in the Price Bid Format (ANNEXURE VI). Bidder shall confirm in Prequalification Bid that there is a quote in the "Price Bid" strictly as per Price Format.
2. **The offer of the bidders indicating/ disclosing quoted percentage rate/ price in prequalification bid (un-priced bid) or at any stage before opening of price bid shall be straight way rejected.**
3. **Quoted Percentage Rate** shall be the base for price evaluation.

_____
(Sign & Stamp of Bidder)

CONFIRMATION BY THE BIDDER

Tender No: 1911C00396

Description: Annual Rate Contract for Storm Water Drain Cleaning Job

NAME OF BIDDER: _____

1. I/We have understood the scope and specifications of the work.
2. I/We confirm that the above QUOTED PERCENTAGE RATE is **firm** throughout the currency of contract for the entire SCOPE OF WORK and is in accordance with the PAYMENT clause of GENERAL CONDITIONS OF CONTRACT and SPECIAL CONDITIONS OF CONTRACT except provisions made in the tender conditions.
3. I/We confirm that the above QUOTED PERCENTAGE RATE is inclusive of all applicable taxes/ duties except Goods and Service Tax for completion of entire scope of work. I/We have understood that OPaL project at Dahej is falling under the SEZ notified area and is exempted from payment of Customs duty, Goods and Service tax directly payable by Contractor.
4. No payment other than prices quoted as above shall be payable by OPaL. If such payment arising out the contract subsequent to the expiry of the contract shall be the responsibility of the bidder.
5. My/ our quoted prices are inclusive of all transportation & accommodation charges of the personnel and the material and nothing extra on this account shall be admissible to us.
6. Payment shall be claimed only for the quantity actually executed and certified by EIC (Engineer In-charge), OPaL.

Place:

Date:

Authorized Signature:

Name:

Designation:

Seal:

_____
(Sign & Stamp of Bidder)

ANNEXURE VII

BID EVALUATION CRITERIA (BEC)

A.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/ deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid discussion. In case Pre-bid discussion is not held, the exceptions/ deviations along with suggested changes are to be communicated to OPaL within the date specified in the NIT and bid document. OPaL after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.

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.0 REJECTION CRITERIA

B.1.0 **TECHNICAL REJECTION CRITERIA**

The following vital technical conditions should be strictly compiled with failing which the bid will be rejected:

B.1.1 **Scope of Work:**

Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

B.1.2 **Eligibility & Experience of the bidder**

B.1.2.1 **Eligibility:** The Bidder must be a Registered Company/ Firm/ Society/ registered with Municipal Authorities or any other statutory institutions/ Shop Establishment Act.

Documents required for supporting experience B.1.2.1:

For supporting, bidder shall submit valid documents like Copy of Certificate of Incorporation/ Registration Certificate/ National Small Industries Corporation Certificate or any other certificate issued from Government Authorities

B.1.2.2 **Experience:** The bidder should have executed & successfully completed at least one single order **in last Five years** with minimum annualized contract value not less than **Rs.7 lakhs** in providing services "involving Cleaning / Desilting / Sludge Removal / Floating Vegetation / Pond ash / Bio Sludge / Hydro jetting / Oily waste from Strom water Channel / Guard Pond / Effluent Treatment Plant / Reservoir / Discharge Channel / OWS Line/ Manhole/ SWS Line for industrial complexes". The period will be reckoned from the date ending last day of month previous to the one in which applications are invited.

Note:

- Bidders experience as a main contractor will be considered for criteria mentioned at Para No.B.1.2. Jobs executed as a sub-contractor will not be considered for above mentioned criteria's.
- Annualized Agreement Price/Value shall mean Total Agreement Price/Value divided by Agreement period in number of days and then multiplied by 365 days, in case completion

period is more than 365 days, and Total Agreement Price/ Value in case Agreement period is less than or equal to 365days

Documents required for supporting experience B.1.2.2:
Bidder should submit copies of contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as

a) Satisfactory completion/ performance report. In case work is continuing at the time of bidding then bidder should submit satisfactory performance certificate from the existing client for executed work period **(or)**
b) Proof of release of performance security after completion of the contract **(or)**
c) Proof of settlement/ release of final payment against the contract **(or)**
d) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

All the documents should be attested by the Public Notary.

B.1.2.3 The bidder shall not have been blacklisted by any State/Central Department or PSU or Autonomous bodies. The applicant must submit a duly notarized affidavit to this effect.

B.1.3 All supporting documents, submitted for clarification request from OPaL, must be of activity prior to opening the prequalification bid.

B.2.0 **COMMERCIAL REJECTION CRITERIA:**
The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

B.2.1 Bid should be submitted in Two Bid system in three separate envelopes.

- **Envelope 1: "Bid Security/ EMD":**
  The First Inner Sealed Cover will contain Bid Security/ Bid Bond/ EMD as per provisions of the tender.

- **Envelope 2: "Prequalification bid":**
  The Second Inner Sealed Cover will contain Prequalification bids having all details but with the price columns of the Price Bid Format (ANNEXURE VI) blanked out. In the Pre-qualification bid, indication on quoted percentage rate/ prices/ tick mark (√) shall NOT be provided by the bidder in respective three columns i.e. column No. 1, 2 or 3 indicating ABOVE (+) % OR BELOW (-) % OR AT PAR respectively in the Price Bid Format (ANNEXURE VI). Bidders shall confirm in the Prequalification bid that there is a quote in the "Price Bid" strictly as per Price Format".
- **Envelope 3: "Price Bid":**
  The "Price Bid" shall contain only a quoted percentage rate duly filled in as per the Price Format(s) at ANNEXURE VI.

B.2.2 **Acceptance of terms & conditions:**
- The bidder must confirm unconditional acceptance of Instruction to Bidders at ANNEXURE I, General Conditions of Contract at ANNEXURE II, Scope of Wok at ANNEXURE III and Special Condition of Contract at ANNEXURE IV.

- For this purpose, bidder shall return the complete set of tender document and amendments, if any, along with offer in original duly filled in with signed and stamped on all pages as a token of having accepted all the clauses of the tender.

B.2.3 **Offers of following kinds will be rejected:**

a) Offers made without Bid Security/ Bid Bond/ EMD along with the offer.
b) Fax/ e-mail/ photo copy offers and bids with scanned signature. Original bids which are not signed manually.
c) Offers which do not confirm unconditional validity of the bid for **120** days from the date of opening of Prequalification Bid.
d) Offers where prices are not firm during the entire duration of the agreement and/or with any qualifications.
e) Offers which do not conform to OPaL's price format.
f) Offers which do not confirm to the mobilization period indicated in the bid.
g) Offers which do not confirm to the agreement period indicated in the bid.
h) The offers of the bidders indicating/ disclosing prices in Prequalification Bid or at any stage before opening of Price Bid shall be straightaway rejected.
i) Non-submission of integrity pact, as per Appendix–16 to ANNEXURE I, along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of Prequalification.
j) 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.0 PRICE EVALUATION CRITERIA:

C.1. The prices should be quoted strictly as per price format at ANNEXURE VI. **Quoted Percentage Rate** as indicated at ANNEXURE VI of bid document will be taken for the evaluation. OPaL will award the contract to techno-commercially qualified bidder having lowest adjusted value using percentage rate quoted.

C.2. Bidder whose rate is Lowest (L1) will be awarded the work as per work distribution methodology mentioned below.

C.3. L2, L3 so on bidders will be called to match the prices of L1 bidder and work will be awarded as per work distribution methodology mentioned below.

C.4. **Work Distribution Methodology:**

Sl.	Ranking	Work Distribution
1	L1 Bidder	60% of total work
2	L2 Bidder*	40% of total work

* Subject to matching the price of L1 bidder.

C.5. An opportunity to match the prices of L1 bidder will be offered rank wise to the bidders. If any bidder is not agreeing to match the prices of L1 bidder then opportunity will be offered to next lowest bidder.

C.6. In case, no bidders are agreeing to match the prices of L1 bidder, entire work may be awarded to L1 bidder on his acceptance.

C.7. If two or more bidders happen to be lowest (L1)/same rank then bidder having higher average turn-over value of previous two financial years shall be considered as L1 bidder/lowest bidder.

C.8. Average turnover of the bidder for previous two financial years shall be calculated by dividing the total turnover of previous two (2) 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.

_____
(Sign & Stamp of Bidder)

C.9. The bidder will provide a copy each of audited annual accounts of previous two financial years for ascertaining their turnover and net worth. The date (i.e. the financial period closing date) of the immediate previous year's audited annual accounts should not be older than eighteen (18) months from the bid closing/ prequalification bid opening date.

C.10. **Taxes & Duties**

C.10.1 Total Order value is inclusive of all applicable duties & taxes including Income Tax/ withholding Tax, corporate tax, personal tax, etc. payable directly by the Service Provider to Government. The Project is exempted from payment of **Goods and Service tax** payable directly by the Service Provider. However, bidder is required to ascertain themselves, the prevailing rates of Taxes & Duties as applicable in Dahej SEZ on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and the Company would not undertake any responsibility whatsoever in this regard.

C.10.2 In case, the exemptions applicable for the Project under the SEZ area are withdrawn for any or all of the above mentioned taxes and duties subsequent to date of submission of the bid but before the scheduled completion date under the Agreement, the liability arising out of withdrawal of any or all these taxes and duties shall be regulated by Change in Law of GCC of the agreement.

C.10.3 The Service Provider shall avail all concessions/ exemptions available for the SEZ Project. The Company upon request from the Service Provider along with necessary details will provide recommendatory letters, if required, in the prescribed Proforma for availing the concessions/ exemptions in respect of taxes payable by Service Provider directly to Government. The responsibility of availing the concessions/ exemptions will be that of the Service Provider.

D.0 GENERAL

D.1. The BEC over-rides all other similar Clauses operating anywhere in the Bid Documents.

D.2. Incomplete, incorrect, conditional or vague tenders will not be entertained and shall be liable to be rejected.

D.3. The tender is governed by the terms and conditions given in the bid document. Bidders should not submit their offers with their own printed terms and conditions.

D.4. 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.

D.5. There is no conviction and/or penalty or punishment has been awarded/suffered in any criminal and/or social and economic offence cases against <individual>/company/partnership firm and/or its directors and officer who is in default/partners/proprietor in any court/forum and/or legal proceeding in India. This information has to be submitted along with the tender in an affidavit, attached as Appendix- 15 to ANNEXURE I, on non-judicial stamp paper and duly notarized. In case the information is found false, OPaL reserves the right to terminate the agreement, if awarded to such service providers/ agencies.

D.6. Unsolicited clarification to the offer and/or change in price during its validity period would render the bid liable for outright rejection.

D.7. OPaL may reject/ accept any tender without assigning any reason whatsoever.

D.8. Any other point, which arises at the time of evaluation, will be decided by OPaL, under intimation to the bidders.