NOTICE INVITING TENDER
UNDER TWO BID SYSTEMS

Dear Sirs,

SEALED TENDERS in DUPLICATE under “Two Bid System” are invited for “Rate Contract for A4 & A3 Copier Paper at OPaL, Dahej and OPaL Vadodara location”, in the prescribed bid forms given in the bid documents. The details of the tender are given below.

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<tr>
<td>1.</td>
<td>Tender No.</td>
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<td>2.</td>
<td>Description of work</td>
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<td>3.</td>
<td>Contract Duration</td>
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<td>4.</td>
<td>Type of Tender</td>
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<td>5.</td>
<td>Period for sale of tender</td>
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<td>6.</td>
<td>Closing date &amp; time for tender submission</td>
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<td>7.</td>
<td>Date &amp; time of Opening Tender a) Techno-commercial bid</td>
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<td>b) Price Bid</td>
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<td>8.</td>
<td>Earnest Money Deposit in the form of DD or Pay order/Bank Guarantee</td>
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<td>9.</td>
<td>DD/ Pay Order payable to</td>
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<td>10.</td>
<td>Qualifying and Evaluation criteria</td>
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<td>11.</td>
<td>Issuing office address</td>
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<td>13.</td>
<td>Bid validity</td>
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<td>14.</td>
<td>Validity of Bid security/ EMD</td>
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<td>15.</td>
<td>Performance Bank Guarantee/ Security Deposit</td>
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Notes:

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

Materials Management
ONGC Petro additions Limited
INSTRUCTIONS TO BIDDERS

ANNEXURE-I

A. INTRODUCTION

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

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

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

1. ELIGIBILITY AND EXPERIENCE OF THE BIDDER

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

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

2. TENDER FEE

DELETED

3. TRANSFER OF BIDDING DOCUMENTS

Bidding document is not transferable.

4. COST OF BIDDING

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

B. BIDDING DOCUMENT

5. Contents Of Bidding Document

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

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

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

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

<table>
<thead>
<tr>
<th>Annexures</th>
<th>Appendix</th>
<th>Details</th>
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<tr>
<td>ANNEXURE I</td>
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<td>Instructions to Bidders</td>
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<td>Appendix 1</td>
<td>Bidder General Information</td>
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<td>Appendix 2</td>
<td>Bidding Document Acknowledgement pro forma</td>
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<td>Appendix 3</td>
<td>Bid submission pro forma</td>
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<td>Appendix 4</td>
<td>Bidders Past Services (Experience) Pro forma</td>
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<td>Appendix 5</td>
<td>Matrix for Techno-commercial Evaluation.</td>
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<td>Appendix 6</td>
<td>Bid Compliance Statement</td>
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<td>Appendix 7</td>
<td>Pro forma of Bank Guarantee towards Bid Security/ Bid Bond</td>
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<td>Appendix 8</td>
<td>Authorization Letter for attending Tender Opening</td>
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<td>Appendix 9</td>
<td>Pro forma of Certificate on Relative of Directors of OPaL</td>
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<td>Appendix 10</td>
<td>Check list</td>
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6. **BID CLARIFICATION/ AMENDMENT TO BIDDING DOCUMENT**

6.1. Bidders who have obtained the bid documents are requested to submit their queries on the tender conditions/ tender specification, if any on or before the stipulated date as mentioned in the NIT in the pro forma at Appendix-4 to ANNEXURE-I to OPaL-Dahej office or they can submit the same to hafiz.malek@opalindia.in/ ankur.patel@opalindia.in.

6.2. At any time prior to the deadline for submission of bids, the OPaL may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), may modify the bidding documents by amendment(s) if felt necessary.

6.3. All prospective Bidders who have received the bidding document will be notified of the amendments in writing.

6.4. In order to allow prospective Bidders reasonable time to take the amendments into account in preparing their bids, OPaL may, at its discretion, extend the deadline for the submission of bids.

7. **PREPARATION OF BIDS**

7.1. **Language and signing of bid**

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

7.1.2. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and OPaL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.1.3. Bids shall be submitted in the prescribed bid pro forma duly filled in and signed and should be returned intact.

7.1.4. In the event of the space on the bid pro forma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

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

7.1.6. The Bidders are advised in their own interest to ensure that all the points brought out in the Matrix for Bid Evaluation at Appendix 5 to ANNEXURE-I are complied with in their bid, failing which the offer is liable to be rejected.

7.1.7. The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by OPaL. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and ANNEXURES/ Appendices. It shall be complete and free from ambiguity, change or interlineations.

7.1.8. The bidder should indicate at the time of quoting against this tender their full postal, fax & e-mail addresses & telephone number.

7.1.9. The Bidder shall sign its bid with the exact name of the firm/company to whom the agreement is to be issued. The bid shall be duly signed and sealed by the authorized signatory of the Bidder’s organization. The bid should be signed by the following person(s) followed by seal of the firm/company.

a) Proprietorship Firm: Proprietor/ Authorized person with Power of Attorney* (duly notarized/ registered) from proprietor.
b) Partnership firm: All partners/ any one partner with Power of Attorney* (duly notarized/registered) duly issued by the partnership firm and signed by all other partners authorizing him to sign the bid on behalf of the partnership firm.

c) Private/Public Company: Authorized signatory of the company. Authorisation needs to be supported by Board Resolution of the Company/Power of Attorney* duly issued by the Company/Articles of Association of the Company. Following applicable supporting documents compulsorily needs to be submitted by the company (either notarized/registered)

i) Extract of Board Resolution of the company wherein authorized signatory has been authorized;

ii) Power of Attorney* duly issued by the company authorizing the person concern to sign the Bid;

iii) Extract of Board Resolution of the company wherein resolution for issuance of Power of Attorney has been passed;

iv) Extract of Board Resolution of the company wherein authorized signatory has been empowered to delegate his power to another employee of the company;

v) Relevant Extract of Articles of Association of the company.

d) Co-operative society: Chairman/Authorized representative with Power of Attorney* (duly notarized/registered) duly issued by the Society and signed by authorized members of board.

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

7.1.10. The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

7.1.11. The Power of Attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid including but not limited to the certified copy of extract of Board Resolution on the letter head of the Company/Firm/Society recording proper authorizing with power to delegate authority, if any, in form of the signatory or another person. OPaL may reject outright any bid not supported by adequate proof of the signatory's authority.

7.1.12. The Bidder shall have to accept all the terms and conditions as laid down in the bidding document in toto. In case of any deviations from any Tender Conditions, the same must be reflected in Appendix-4 to ANNEXURE-I invariably. However, taking exception/ deviations to any conditions of Bid Evaluation Criteria (ANNEXURE –V) will lead to rejection of the tender despite their being reflected in Appendix-4 to ANNEXURE-I.

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

7.1.14. The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.

8. SUBMISSION OF EVALUATION MATRIX

8.1. Commercial and Technical Evaluation Matrix enclosed along with the tender document as Appendix-5 to ANNEXURE-I is to be replied in Yes/No/Agreed/Not Agreed and filled in with the reference page No. of their technical bid by the bidders.

8.2. Bidder must submit the matrix and confirmation chart duly filled in along with techno-commercial bid, failing which their bids are liable to be rejected.

9. CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

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

9.2. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OPaL’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with OPaL's requirement will be rejected without seeking any clarification.
10. DOCUMENTS COMPRISING THE BID

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

a) Price scheduled as per the Format at ANNEXURE-IV.
b) Documentary evidence establishing
   i) That the Bidder is eligible to bid and is qualified to perform the Scope of Supply if its bid is accepted. The documentary evidence of the Bidder’s qualifications to perform the supply, if its bid is accepted, shall be established to the OPaL’s satisfaction:
   ii) That the Bidder meets all the criteria prescribed in the Bid Evaluation Criteria (BEC) at ANNEXURE-V.
c) Documentary evidence that the supply to be completed by the Bidder conform to the requirements of bidding documents.
d) Bid security/Bid Bond/EMD

e) All Appendices of the bidding document duly filled in.
f) Bidder with relatives, etc., of Director of OPaL: The bidders are required to certify in prescribed format (Appendix - 9 to ANNEXURE - I) whether he/they is/ are relative of any of the Directors of OPaL (in terms of Section 188 and/or 189 of the Companies Act, 2013 as amended time to time) in any of the ways mentioned in the certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice to consideration of the bid. This certificate must accompany the bid.
g) The complete tender document along with all supportive documents must be self-attested by bidder with stamp and signature on each page.

11. PRICE SCHEDULE/FORMAT

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

11.2. Bid Prices / Bid Currencies

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

11.3. Discount: Bidders are advised not to indicate any separate discount anywhere other than the price bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, OPaL shall avail such discount at the time of award of contract.

12. 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.

13. PAYMENT

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

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

15. 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.

16. BID SECURITY/EMD
   16.1. 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 16.6.
   16.2. The Bidders must enclose bid security (EMD) of amount as indicated in the "Notice Inviting Tender" with the techno-commercial bid.
   16.3. The Bid Security shall be acceptable in any of the following forms.
      a) Bank Draft in favour of "ONGC Petro additions Limited".
      b) Bank Guarantee in the prescribed format as per Appendix 7 to ANNEXURE-I, valid for 30 days beyond the date of required validity of offer (i.e. 120 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 the place from where the bid has emanated. The non-judicial stamp paper should be in the name of the issuing bank.
   16.4. OPaL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
   16.5. Offers without Bid Security will be ignored.
   16.6. 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, or after issue of Purchase order and before submission of Performance Guarantee (PBG) in case of successful bidder.
      c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
      d) On the occurrence of any other event as stipulated in the bid document.
      e) Any effort by the Bidder to influence the Company on bid evaluation, bid comparison or award of purchase order decision.
   16.7. OPaL shall, however, arrange to release the Bid Security in respect of unsuccessful bidders within a week after a decision is taken about the award of the purchase order. The Bid Security of successful bidder will be returned on receipt of Bank Guarantee towards Performance Guarantee (Performance Security).
   16.8. Bid security will be considered as a part of PBG till the successful bidder submits the PBG as per the conditions of GCC.
   16.9. Bidder should also extend the validity of the bid bond until he furnishes to OPaL a bank guarantee towards a performance guarantee in the event of the bidder becoming a successful bidder.

17. TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY/E-MAIL BIDS:
   Telex/Telegraphic/Telefax/Xerox/E-mail/Photocopy bids will not be considered.

C. SUBMISSION AND OPENING OF BIDS
18. **SEALING AND MARKING OF BIDS**

18.1. Bids are to be submitted in “Two Bid System”. Offers are to be submitted in duplicate, i.e., one original and one copy. Offers are to be submitted in triple sealed covers.

   a) EMD/ Bid bond should be put in a separate sealed cover-Envelope-1.

   b) The technical bid should be put in a separate sealed cover-Envelope-2. The techno-commercial bids should have all details but with price column blanked out. However, a tick mark (v) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Bid. This cover will clearly be super scribed as "Techno commercial bid" along with tender number, date of closing/opening and item description prominently underlined

   c) The price bid should be put in a separate sealed cover-Envelope-3 and will contain only the price schedule duly filled in and signed and will be clearly superscripted with "Price Bid" along with tender number

   d) All three covers should be duly super-scribed giving tender details.

   e) All three sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed.

18.2. Only one bid should be included in one cover. The outer cover should duly bear the tender number, tender description and date of closing/opening prominently underlined, along with the address of OPaL’s Office as indicated in ‘Notice Inviting Tenders’.

18.3. The outer cover shall indicate the name and complete address of the Bidder to enable the bid to be returned unopened in case it is declared "late"

18.4. The right to ignore any offer, which fails to comply with the above instructions, is reserved with OPaL.

18.5. Price bids, which remain unopened with OPaL, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).

18.6. Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

18.7. OPaL will not be responsible for the loss of tender form or for the delay in postal transit.

19. **DEADLINE FOR SUBMISSION OF BIDS**

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

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

20. **LATE BIDS**

20.1. Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

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

21. **MODIFICATION AND WITHDRAWAL OF BIDS**

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

22. **OPENING OF BIDS**

22.1. The bid will be opened at 15:00 Hrs. (IST) on the date of opening indicated in "Notice Inviting Tenders". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form enclosed at Appendix–8 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.
22.2. Price commercial bids of shortlisted bidders after evaluation of Techno commercial bid shall be opened at a time and date which will be intimated separately by the OPaL.

22.3. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

D. EVALUATION OF BIDS

23. EVALUATION AND COMPARISON OF BIDS
Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at ANNEXURE-V and Price Formats at ANNEXURE-IV.

24. UNSOLICITED POST TENDER MODIFICATIONS:
Unsolicited post-tender modification /correspondences will lead to straight away rejection of the offer.

25. EXAMINATION OF BID
25.1. OPaL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

25.2. OPaL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of “Rejection Criteria” of the Bid Evaluation Criteria of the bidding document will be rejected.

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

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

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

28. DELETED

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

29.2. OPaL reserves the right to accept any bid and to reject any or all bids.
OPaL reserves the right to reject, accept or prefer any bid and to annul the bidding process and/or reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for OPaL’s action. The decision by OPaL shall be treated as last and final in this case.

29.3. Purchase Order:
29.3.1. Prior to the expiration of the period of bid validity, OPaL will notify the successful bidder in writing that its bid has been accepted.

29.3.2. The Purchase Order will constitute the formation of the Contract.
29.3.3. Upon the successful bidder’s furnishing performance security pursuant to clause 29.0, OPaL will promptly notify each unsuccessful bidder (as per clause 16.7) and discharge their bid securities.

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

30. PERFORMANCE SECURITY:
30.1. Within 15 (fifteen) days of the receipt of Purchase Order from the OPaL, the successful Bidder shall furnish the Performance Guarantee as per the details given in General Terms & Conditions.
30.2. Failure of the successful Bidder to comply with the requirement of clause 30.1 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.
30.3. The Performance Guarantee if not encashed will be returned within 60 days of completion of all obligations and discharge of all liabilities of the supplier under the Purchase order.

31. CORRESPONDENCE:
All correspondence shall bear reference to bid/tender number. All correspondence from Bidders/ bidder shall be made to the following address
Head-Material Management Department
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130

32. REPRESENTATION FROM THE BIDDER:
In case any bidder makes any unsolicited communication in any manner after bids have been opened, the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.
Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.
The above provision will not prevent any bidder from making representation in connection with processing of tender. The representation should be forwarded directly and only to
President-OPaL
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130

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

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| 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.  
   Name:  
   Designation/ Capacity:  
   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: |
| 10 | Goods and Service Tax Regn. No.  
   (Submit a copy of Form GST Regn.) |
| 11 | PAN No.  
   (Submit a copy) |
| 12 | Bank Details  
   1) Beneficiary Name  
   2) Name & Address of the Bank with branch details:  
   3) Type of Bank account (Put a tick)  
   - Current  
   - Savings |
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4) Bank Account Number:</td>
<td></td>
</tr>
<tr>
<td>5) IFSC/ NEFT Code (11 digit code)/ MICR code, as applicable, <strong>along-with a cancelled cheque leaf</strong></td>
<td></td>
</tr>
</tbody>
</table>
Appendix-2 to ANNEXURE I

BIDDING DOCUMENT ACKNOWLEDGEMENT PRO FORMA

Dated: ________________

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

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 “Rate Contract for A4 & A3 Copier Paper at OPaL, Dahej and OPaL Vadodara location” against Tender No. 1904C00381

We have noted that the closing date for receipt of the tender by OPaL is __________ at 14:00 hrs. (IST) and opening at 15:00 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:
(BIDDER)
Note: This form should be returned along with offer duly signed.
Appendix 3 to ANNEXURE I

BID SUBMISSION PRO FORMA

Tender No: 1904C00381
Bidder’s Address:
________________________________________________________
________________________________________________________
________________________________________________________

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

Dear Sirs,

1. I/We hereby offer to provide the supply and 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 ______ _____ _____ _______ __.

2. I/We have understood and complied with the "Instructions to Bidders" at ANNEXURE - I, "Bid Evaluation Criteria" at ANNEXURE V and accepted the General Conditions of Contract at ANNEXURE II for providing supply & services and have thoroughly examined and complied with the specifications, Scope of Work at ANNEXURE III, and/or pattern stipulated and am/are fully aware of the nature of the supply & service required and my/ our offer is to provide supply & 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

Dated
Signature of witness
Address
Dated

Note: This form should be returned along with offer duly signed.
**BIDDERS PAST SERVICES (EXPERIENCE) PRO FORMA**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name and address of Client/ organization</th>
<th>Date of PO</th>
<th>Date of supply</th>
<th>Description of Goods supplied</th>
<th>Contract Value (Rs.)</th>
<th>Work Order/ Purchase order/ successful delivery docs copy with page no in the bid</th>
<th>Name &amp; Contact Nos. Of Responsible Person of Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>4.</td>
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</tr>
</tbody>
</table>

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

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

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

#### A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

<table>
<thead>
<tr>
<th>Bidder’s response (Yes/No)</th>
<th>Reference to attachments and page no.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders are advised not to take any exception/deviations to the bid document.</td>
<td></td>
</tr>
</tbody>
</table>

#### B. REJECTION CRITERIA

##### B. 1 Technical rejection criteria

1. **ELIGIBILITY & EXPERIENCE CRITERIA**

   **Eligibility:**
   
   (i) Bidder must have stationery outlet / shop anywhere within Pan India locations.

   **Documents Required:**
   
   Copy of registration certificate of outlet / shop or any other documentary evidence which can indicate the location of facility.

   **Experience:**
   
   (ii) Bidder should have experience of having successfully carried out and completed similar work of supplying stationery items /copier papers during the last 03 years (ending last day of month previous to the one in which bids are invited).

   **Bidder should have executed one Purchase orders for similar items in each year for the last three years, to any department under central / state Govt. of India / Indian PSU / Govt. body / public limited company or any reputed Chemical Processing Industries / Petrochemicals Industries / Private Organization.**

   **AND**

   Minimum value of the purchase orders for stationery items/ copier papers executed by the bidder should be as follows:

   a) One purchase order of value not less than Rs. 8,89,500 during the last 03 years.

   **OR**

   b) Two purchase orders of value not less than Rs. 5,33,700 each during last 03 years.

   **OR**

   c) Three purchase orders of value not less than Rs. 4,44,750 each during last 03 years.

   **Document Required:**

   Bidder is required to submit copy of Purchase Order and proof of its execution (proof of execution may include any one of execution certificate issued from purchaser / invoice & proof of its payment / inspection note etc.)

#### B. 2 COMMERCIAL REJECTION CRITERIA

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Page 16 of 47
The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

1. **Proof of issue of bid document:**
   - The bid should be submitted in the name of the bidder only to whom the tender document has been issued.

2. **Bid should be submitted in Two Bid system in separate envelopes.**
   - **Envelope 1:** "Bid Security/ EMD"
     - The First Inner Sealed Cover will contain Bid Security/ Bid Bond/ EMD.
   - **Envelope 2:** "Prequalification bid"
     - The Second Inner Sealed Cover will contain Prequalification bids having all details but with price columns of the Price Format(s) blanked out. However a tick mark (√) shall be provided against each items of the Price Format to indicate that there is a quote against these items in the “Price Bid”.
   - **Envelope 3:** "Price Bid"
     - The “Price Bid” shall contain only the prices duly filled in as per the Price Format(s) at Annexure-IV.

3. **Acceptance of terms & conditions:**
   - (i) The bidder must confirm unconditional acceptance of Instruction to bidders at ANNEXURE I, General Terms & Conditions at ANNEXURE II and Scope of Supply at ANNEXURE III. For this purpose bidder shall submit the entire tender document duly signed and stamped along with offer as a token of having accepted all the clauses of the tender.
   - (ii) Bidder must confirm unconditional acceptance of Security Deposit/Liquidated damages/compensation/Failure to perform/Payment Terms as given in RFQ document otherwise offer will be rejected.

4. **Offers of following kinds will be rejected:**
   - (i) Offers made without EMD along with the offer.
   - (ii) Telex/ telegraphic/ fax/ e-mail/ Xerox/ photo copy offers and bids with scanned signature. Original bids which are not signed manually
   - (iii) Offers which do not confirm unconditional validity of the bid as mentioned in Annexure-I Instructions to bidders
   - (iv) Offers where prices are not firm.
   - (v) Offers which do not conform to OPaL’s price format.
   - (vi) Offers which do not conform to delivery period as per the bid document.
   - (vii) Offers with techno-commercial bid indicating / disclosing prices at any stage before opening of price bid shall be rejected outright.
   - (viii) Partial Offers shall be rejected.

C. **PRICE EVALUATION CRITERIA**

1. **Evaluation of bids:**
   - Total FOR Amount (i.e. Total FOR OPaL Vadodara + Total FOR OPaL Dahej) (inclusive of P&F and freight charges) for the Scope of Supply as indicated in Price Bid Format of the bidding document including addendum(s), if any, shall be taken for the purpose of evaluation.
   - Purchase order will be issued to the L-1 bidder in case the bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid, economically feasible and responsive.
   - If two or more bidders happen to be lowest (L1) then contract shall be awarded to the bidder having higher turnover value in last F.Y. 2017-18. Bidder has to indicate the turnover of F.Y. 2017-18.

2. **Taxes & Duties:**
Location-1: OPaL, Dahej (SEZ):
The project falls under the SEZ notified area. Any supplies to SEZ are zero rated, thus supplier shall not levy GST on any supplies rendered to SEZ. Any compliances in respect of zero rated supply as prescribed under IGST Act, 2017 needs to be complied by supplier and OPaL would not undertake any responsibility whatsoever in this regard.

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

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

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

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

Location-2: OPaL, Vadodara Office:
The prevailing Taxes & duties shall be as applicable.

D. GENERAL CRITERIA
(i) The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

(ii) Incomplete, incorrect, conditional or vague tenders will not be entertained and shall be liable to be rejected.

(iii) The tender is governed by the terms and conditions given in the bid document. Bidders should avoid submitting their offers with their own printed terms and conditions.

(iv) Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OPaL’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with OPaL’s requirement will be rejected without seeking any clarification. However, OPaL at its discretion may ask the Bidders to confirm compliance/ provide deficient documents within the specified time before opening of the Price Bid.

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

(vi) OPaL may reject/ accept any tender without assigning any reason whatsoever.

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

Signature of Authorised Signatory
Appendix 6 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. 1904C00381 with no exception/deviations whatsoever has been submitted.

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

Signature of Authorised Signatory

Seal of the Bidder’s company.
Appendix 7 to ANNEXURE I

Pro forma for Bank Guarantee towards BID Security /Bid Bond

Ref. No_________ Bank Guarantee No_________ Dated____________

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

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 Dutt Road, Alkapuri, Vadodara-390007, Gujarat (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.____________________ and M/s ___________________________ having Head / Registered office at _________________ (hereinafter called the ‘Bidder’ which expression 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.

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 up to ______________ 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 ______________ 2015 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:

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

b) 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.
AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

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

Dear Sirs,

Subject: Tender No. ___________ due on ___________.

Sir,

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

Yours faithfully

Signature of Bidder

Copy to: Mr________________ for information and for production before the ________________ at the time of opening of bids.
PROFORMA CERTIFICATE ON RELATIVES OF DIRECTORS/ KEY MANAGERIAL PERSONNEL OF OPaL

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

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

Authorized Signatory of
The Bidder

Place........................................

Date........................................
Appendix 10 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

GROUP 'A'

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 so furnish the following:-
   a) Name of the Bank
   b) Value
   c) Number
   d) Date of issue
      (The validity of Bank Draft should not be less than 120 days).

3. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?
   YES ☐ NO ☐

4. Has the pro forma for proposed changes/modifications as per the pro forma at Appendix - 4, been prepared and enclosed with the offer?
   YES ☐ NO ☐

5. Has the proof for the bidder’s past experience enclosed with the offer?
   YES ☐ NO ☐

6. 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 ☐

7. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as
   Secretary ☐ Manager ☐ Partner ☐ Active Partner ☐ Other ☐

8. 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 ☐
9. Whether the offer is being sent in sealed cover and super scribed with tender Number and closing/opening date?
   YES □ NO □

10. Is the offer being sent by Registered post/ Courier/ Speed Post or proposed to be dropped in tender box?
    
    | Sent by Registered Post | Courier | Speed Post | Dropped in Tender Box |
    |-------------------------|---------|------------|-----------------------|
    |                         |         |            |                       |

11. 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 □

12. 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 □

13. Has the offer been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications/amendments?
   YES □ NO □

14. 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 □

15. Whether Security-cum-Performance Bank Guarantee clause, Jurisdiction clause, Acceptance of Personal Income Tax Liability Clause, Force Majeure Clause, liquidated damages clause, Telex/Telefax/Fax/Xerox/Email offers clause, Failure and Termination Clause are accepted?
   YES □ NO □

16. If not, the clauses not accepted may please be indicated below:

   ______________________
   ______________________
   ______________________

   GROUP `B'

17. Whether the bidder is agreeing for the delivery period mentioned in the bidding document?
   YES □ NO □

18. Whether details of your registration under Sales Tax/ Central sales Tax/ Service Tax have been indicated in the offer?
   YES □ NO □

Signature of the Bidder
Proforma for Performance Bank Guarantee

REF No ________________ DATED _____________

BANK GUARANTEE No.

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

1) In consideration of ONGC Petro additions Limited incorporated under the Companies Act 1956 having its registered office at 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C Dutt Road, Alkapuri, Vadodara-390007, Gujarat (hereinafter referred to as “Company” which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assignees) having entered into a Contract No____________ dated____________ (hereinafter called "The Agreement" which expression shall include all the amendments thereto) with M/s____________ having its registered/head office at _________________(hereinafter referred to as "Supplier") which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assignees) and Company having agreed that the Supplier shall furnish to Company a performance guarantee for Indian Rupees____________________ for the faithful performance of the entire Contract.

2) We_________________________(name of the Bank) registered under the laws of Banking Companies Act,________________________(name of the country) having head/registered office at__________________ Contact No: ___________ , Fax No: _________________, email: _____________ (hereinafter referred to as “The Bank” which expression shall, unless repugnant to the context or meaning thereof include all its successors; administrators, executors and permitted assignees) do hereby guarantee and irrevocably undertake to pay immediately on first demand in writing by company any/all moneys to the extent of Indian Rs. ___________ (in figures) (Indian Rupees)________________ (in words) to the Company by virtue of this Bank guarantee No. ___________dated ___________at any time without any demur, recourse, reservation, contest or protest and/or without any reference to the Supplier. Any such demand made by Company on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the Company in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Bank.

3) Company shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as leviable under the Contract. In that case the Bank Guarantee amount shall be increased to the original amount by Supplier or Supplier may alternatively submit fresh Bank Guarantee for the equivalent amount of liquidated damages recovered by Company.
4) The Bank also agrees that Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security or other guarantee that Company may have in relation to the Supplier’s liabilities.

5) The Bank further agrees that Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Company against the said Supplier(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 Supplier(s) or for any forbearance, act or omission on the part of Company or any indulgence by Company to the said Supplier(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 obligations of the Bank to the Company hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contactor to the Company (including relative to the said advance) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

7) The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all dues of Company under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till Company discharges this guarantee in writing, whichever is earlier or until the date of expiry of the claim periods specified in para 13 of this Bank Guarantee, whichever shall first occur.

8) This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company or that of the Supplier.

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

10) We, the Bank, also agree that this guarantee shall be governed and construed in accordance with Indian Laws (both substantive and procedural) and subject to the exclusive jurisdiction of courts in Vadodara, Gujarat.

11) We, the Bank, shall be liable and responsible to pay the aforesaid guaranteed amount or any part thereof as demanded by the Company under this bank guarantee only if the Bank receives a written claim or demand from you during the currency of this Bank Guarantee/Undertaking.

12) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Company to the Bank either by post or by Fax or by Email, if transmitted by Fax or email, the transmission shall be complete as soon as the Fax or email is sent by the Company.

13) NOTWITHSTANDING anything contained herein above, our liability under this bank guarantee is limited to Indian Rs.____________ (Indian Rupees ______________ only) and our guarantee shall remain in force until _________ and any extension thereof. (indicate the date of expiry of bank guarantee which should be arrived at by adding 60 days to the Contract period).

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 the Bank by the said date, the rights of the Company under
this Guarantee will cease. However, if such a claim has been received by the Bank within the said date, all the rights of the 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 and official address (in legible letters) with Bank Stamp

Attorney as per power of Attorney No. ___________ Date____________

WITNESS NO.1

(SIGNATURE)

Full name and official address (in legible letters)

WITNESS NO.2

(SIGNATURE)

Full name and official address (in legible letters)

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

a) The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.

b) The expiry date as mentioned in Section 9 above should be arrived by adding 60 days to the Contract period.

c) The bank guarantee, by Indian bidder will have to be given from the Nationalized / Scheduled banks only, on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the tenders have been invited. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.

d) This Bank Guarantee/ all further communication relating to the Bank Guarantee should be forwarded to OPaL, 4th Floor, 35, Nutan Bharat Co-operative Housing Society Limited, R.C Dutt Road, Alkapuri, Vadodara-390007, Gujarat

e) The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.
1. DEFINITIONS:
Unless inconsistent with or otherwise indicated by the context, the following terms stipulated shall have the meaning as defined hereunder.

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

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

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

1.4 Sub-Contract:
Shall mean purchase order placed by the Supplier for any portion of the Purchase Order.

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

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

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

1.8 Destination:
Shall mean the location of the consignee for which this Purchase Order has been issued i.e. ONGC Petro additions Ltd Plot No. Z/1 & Z/83 Dahej SEZ-I Taluka: Vagra, Dist. Bharuch Gujarat-392130

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

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

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

1.12 Specifications:
Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Purchase Order.
1.13 **Inspectors:**
Shall mean any person or outside Agency nominated by OPaL to inspect equipment, materials and services, if any, in the contract stage wise as well as final before dispatch at Supplier’s works and on receipt at destination as per the terms of the Purchase Order.

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

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

1.16 **Effective Date of Contract/Purchase Order:**
Unless otherwise specified to the contrary, the date of Purchase Order indicating following details will be start of the contract for all practical purposes.

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

2. **SCOPE OF SUPPLY & DELIVERY PERIOD:**
2.1 Scope of supply & specification shall be as defined in Annexure-III.

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

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

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

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

2.6 **Delivery Period:** Equipment/ Material/ Goods shall reach the destination within 15 days from the date of issuance of release order.

3. **SPECIFICATION, DRAWING, TECHNICAL MANUALS:**
3.1 The Supplier, if applicable, shall furnish two copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates etc. before dispatch, to the consignee address as mentioned in the Purchase order.
The Supplier shall be responsible for any loss to the OPaL consequent to the furnishing of the incorrect data/drawings.

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

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

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

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

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

5. **NOTICES:**

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

6. **MODIFICATION IN PURCHASE ORDER :**

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

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

7. **DELETED**

8. **SECURITY DEPOSIT/PERFORMANCE SECURITY/ PERFORMANCE BOND:**

8.1 The successful Bidder, within 15 (fifteen) days from the date of issue of Purchase Order, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for 11.8% of the Annualized contract value in the form of Bank Guarantee from a nationalized/scheduled Bank (Format as per Appendix-11 to Annexure-I). This irrevocable performance guarantee shall be drawn in favour of the “ONGC Petro additions Limited” and shall be valid for Contract Period plus sixty (60) days.

8.2 OPaL shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.

8.3 In the event delivery is delayed for any reasons whatever, the Supplier shall get the validity of the guarantee suitably extended so as to make it valid for 60 days from the extended Delivery date.

8.4 Performance Security/ Performance Bond shall be refunded/ returned to the Supplier after completion of supplies/after satisfactory execution of the order and acceptance by OPaL, if any.

8.5 In case Supplier fails to honour any of the commitment under the Purchase Order, OPaL shall have the right to invoke the Bank guarantee and claim the amount there under. If the losses suffered by OPaL are more than the value of the Performance Security/Performance bond, OPaL in addition to
forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by OPaL. In case, Supplier fails to furnish requisite Bank Guarantee as stipulated above, then OPaL shall have the option to terminate the Purchase Order and forfeit the EMD.

8.6 The performance security/performance bond shall remain at the entire disposal of OPaL as a security for the satisfactory completion of the supply of Equipment/ material/ Goods and Services in accordance with the conditions of the Purchase Order.

9 WARRANTIES & GUARANTEES:

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

9.2 Should any defects be noticed in design, material and/or workmanship, OPaL shall inform supplier and supplier shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective equipment at site, without any cost to OPaL within a reasonable period. If the supplier fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, OPaL shall be free to take such corrective action as may be deemed necessary at supplier’s risk and cost after giving notice to the supplier.

9.3 In case defects are of such nature that goods shall have to be taken to supplier’s work for rectification etc. supplier shall take the goods at his cost after giving necessary undertaking or security as may be required by OPaL. OPaL shall if so require by the supplier, dispatch the goods by quickest mode on freight to pay basis to the supplier’s work. After that, supplier shall deliver the goods at site on freight pre-paid basis. All risks in transit to and fro shall be borne by the supplier.

9.4 If the repairs, replacement or modifications referred are of such nature as may affect the efficiency of the equipment, OPaL shall have the right to give to the supplier within one month of such replacement/renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

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

10 REJECTION:
If OPaL finds that the Equipment/Material/Goods supplied are not in accordance with the specifications and other conditions stated in the Purchase Order or otherwise not satisfactory owing to any reason of which OPaL will be the sole judge or its sample are received in damaged condition (of which matter OPaL will be the sole judge), OPaL shall be entitled to reject the whole of the Goods or the part as the case may be/ buy its requirement from open market and intimate to the Supplier the rejection without prejudice to the OPaL other rights and remedies to recover from the Supplier any loss which OPaL may be put to, also reserving its right to forfeit the security deposit/performance bond if any made for the due fulfillment of the Purchase Order. The Goods shall be removed by the Supplier and if not removed within 14 days of the date of communication of the rejection, OPaL will be entitled to dispose-off the same on account and at the risk of the Supplier and after recovering the storage charges at the rate of 5% of the value of Goods for each month or part of a month and the loss and expenses if any caused to the OPaL, pay balance to the Supplier.
12 **SUB-LETTING & ASSIGNMENT:**
The Supplier shall not save with the previous consent in writing of the OPaL, sublet, transfer or assign the Purchase Order or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Supplier from any obligation, duty or responsibility under the Purchase Order.

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

14 **FAILURE & TERMINATION/LIQUIDATED DAMAGES:**

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

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

b) Cancel the Contract/Purchase Order or a portion thereof by serving prior notice to the Contractor/Supplier.

c) It may further be noted that clause(a) above provides for recovery of liquidated damages on the cost of Contract/Purchase Order price of delayed supplies (whole unit) at the rate of 1/2%(half per cent) of the Contract/Purchase Order price of the whole unit per week plus applicable GST for such delay or part thereof up to a ceiling of 10% of the Contract/Purchase Order price of delayed supplies (whole unit) plus applicable GST. Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the Purchaser specified in the Purchase Order, from the bill for payment of the cost of the materials submitted by the Contractor/Supplier in accordance with the terms of Contract/Purchase Order or otherwise.

d) Notwithstanding anything stated above, Goods will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time then Goods will be considered as delayed until such time until all the missing parts are also delivered.

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

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

14.2.2 Calculation of liquidated damages:
Liquidated damages will be calculated on the basis of Contract/Purchase Order price of Services/Materials/Goods excluding duties and taxes, where such duties/taxes have been shown separately in Contract/Purchase Order.
14.2.3 Extension in delivery period due to delay on the part of OPaL:
When the extension of time is required due to any delay on the part of OPaL, extension of delivery time for the period of such delay involved may be granted provided the Supplier produces documentary evidence of the delay.

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

15 ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY – LIQUIDATED DAMAGES IN CASE OF DELAY
In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of Contract.

16 INSPECTION/TESTING OF MATERIAL:
The inspection of material will be carried out at OPaL Site by the authority specified in the Purchase Order. The material will be accepted only after the same has been found satisfactory after inspection.

17 DELETED

18 DELETED

19 DELETED

20 FORCE MAJEURE
In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Purchase Order, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean act of God, revolt, riot, fire, flood, war, cyclone, earthquake, Tsunami and Acts and Regulations of respective Governments of the two Parties, namely the Purchaser and the Supplier directly affecting the performance of the Purchase Order.
Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively giving full particulars and satisfactory evidence in support of its claim.
Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, OPaL shall have the option of cancelling this Purchase Order in whole or part at its discretion without any liability at its part.

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

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

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

23 TAXES & DUTIES:

23.1 Location-1: OPaL, Dahej (SEZ):

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

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

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

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

23.2 Location-2: OPaL, Vadodara Office:

The prevailing Taxes & duties shall be as applicable

23.1 CORPORATE TAXES:

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

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

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

24 INPUT TAX CREDIT BENEFIT:

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

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

26 PAYMENT TERMS:
i) No advance payment will be made.
ii) 100% payment will be made within 30 calendar days from the date of receipt of clear and undisputed invoice/bill.
iii) Payment will be made after satisfactory inspection and delivery of full quantity of material at destination.

27 INVOICING INSTRUCTIONS:
(i) Bill Should be in the name of
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130
(ii) Invoice/Bill mailing address may be as follows;
Mr. Arun Jain, Mgr. - Finance
ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I
Taluka: Vagra Dist.: Bharuch-392130
Invoice should contain following details.
• PO No. & Date
• PO material Code
• HSN Code
• PO Item Sr. No.
Invoices should bear PO ref. no., DO No and shall be enclosed with copies of PO, DO & Material acceptance receipt issued by representative of OPaL.
(iii) Proof of delivery in case of direct / door delivery (i.e. Delivery Challan, duly acknowledged by the consignee, for receipt of material in good condition).
(iv) Consignee Copy of LR.
(v) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
(vi) Vendor should mention the PO line item number against each item in the packing list.
(vii) The following documents should be submitted along with material dispatch:-
a) Tax Invoice Original issued under relevant invoice rules CGST Rules 2017, clearly indicating rates and amount of taxes shown separately).
b) E-Way Bill.

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

28

DELETED

29

LAWS/ARBITRATION:

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

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

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

a) There shall be no arbitration for disputes involving claims up to Rupees 25 lakhs and more than 100 Crores. Disputes involving claims above Rs.100 Crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court Act, 2015.

b) Arbitration can be invoked by giving invocation Notice only after expiry of the 60 days’ period as per Dispute Notice stipulated in the para above.

c) The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration (“Invocation Notice”). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to date of notice should be adopted for conversion of foreign currency in Indian Rupees.

d) For a dispute involving claims above Rs. 25 lakhs and up to Rs. 5 Crores, in case other party is Claimant, OPaL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by OPaL. In case OPaL itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in section 29B of the Arbitration & Conciliation Act, 1996.

e) For a dispute involving claims above Rs.5 crores and up to Rs.100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respect mentioned above. The other party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator within 30 days, who shall be the Presiding Arbitrator.
The Parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

f) For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.

g) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

h) The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.

i) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under.

(i) 20% of the fees if the claimant has not submitted statement of claim.
(ii) 40% of the fees if the pleadings are complete.
(iii) 60% of the fees if the hearing has commenced.
(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

j) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

k) In case of sole arbitrator, OPaL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

l) The seat of arbitration shall be the place from where the LOA/NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.

m) Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.

n) The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.

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

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

31 CONTRACT PERIOD
1 YEAR
FALL CLAUSE:

(i) The price charged for the materials supplied under the contract / supply order by the contractor / supplier shall in no event exceed the lowest price at which the supplier / contractor or his agent / principal / dealer, as the case may be, sells the materials or offer to sell materials of identical description to any persons / organizations including the purchaser or any Department of the Central Govt. or any Dept. of a State Govt. or any Statutory Undertaking of the Central or State Govt., as the case may be, during the currency of the contract/supply order.

(ii) If any time, during the said period the contractor / supplier or his agent / principal / dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons / organizations including the purchaser or any Dept. of Central Govt. or any Dept. of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract / supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this Supply Order and the price payable under the Supply Order / Contract for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will however not apply to:
   a) Exports by the Contractor / Supplier or
   b) Sale of goods as original equipment at prices lower than the prices charged for nominal replacement.

(iii) The Contractor / Supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this supply order / contract:-

"I/We certify that there has been no reduction in sale price of the materials of description identical to the materials supplied to the OPaL under the contract / supply order herein and such materials have not been offered / sold by me / us to any person / organization including the purchaser or any Dept. of Central Govt. or any Dept. of a State Govt. or any Statutory undertaking of the Central or State Govt., as the case may be up to the date of bill / during the currency of the supply order/contract whichever is later, at a price lower than the price charged to the OPaL under the contract / supply order except for quantity of materials categories under sub-clauses (a), (b) of sub para 32, (ii) above"
SCOPE OF SUPPLY AND SPECIAL CONDITIONS

A. Supply of A4 & A3 Paper on need basis at ONGC Petro additions Ltd, Dahej & Vadodara Locations.

1. The proposed supply of A4 & A3 Paper on need basis shall be made at two different locations.
   a) OPaL’s Dahej Petro-chemical Complex at Plot No. Z-1 & Z-83, SEZ-I, Dahej, Tal. Vagra, District Bharuch which is situated at about 50 Km from Bharuch city.
   b) OPaL’s Corporate office situated at 35, Nutan Bharat Cooperative Housing Society, R C Dutt Road, Alkapuri, Vadodara.

2. Estimated total quantity of A4 & A3 Paper during the contract period required is mentioned below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Make / Brand</th>
<th>Specifications</th>
<th>Estimated Ream Quantity for 1 year</th>
<th>UoM</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A4 Size Paper</td>
<td>J K Paper / Ballarpur Industries Limited (BILT)</td>
<td>75 GSM / 1 Ream = 500 sheets</td>
<td>7000 Ream</td>
<td>Ream</td>
<td>700 box</td>
</tr>
<tr>
<td>A3 Size Paper</td>
<td>J K Paper / Ballarpur Industries Limited (BILT)</td>
<td>75 GSM / 1 Ream = 500 sheets</td>
<td>500 Ream</td>
<td>Ream</td>
<td>100 box</td>
</tr>
</tbody>
</table>

A4 & A3 Paper Requirement for OPaL (Vadodara)

<table>
<thead>
<tr>
<th>Item</th>
<th>Make / Brand</th>
<th>Specifications</th>
<th>Estimated Ream Quantity for 1 year</th>
<th>UoM</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A4 Size Paper</td>
<td>J K Paper / Ballarpur Industries Limited (BILT)</td>
<td>75 GSM / 1 Ream = 500 sheets</td>
<td>1200 Ream</td>
<td>Ream</td>
<td>120 box</td>
</tr>
<tr>
<td>A3 Size Paper</td>
<td>J K Paper / Ballarpur Industries Limited (BILT)</td>
<td>75 GSM / 1 Ream = 500 sheets</td>
<td>100 Ream</td>
<td>Ream</td>
<td>20 box</td>
</tr>
</tbody>
</table>

It should be clearly noted that OPaL shall place the order only as per the actual requirements from time to time and supply be made accordingly.

3. The supply of items shall be made to OPaL, Dahej & Baroda locations within 15 working days of purchase order. OPaL will have the authority to place order for supply of items beyond office hours and on holidays, for which, no additional payment will be made by OPaL.

4. The supplier will be required to submit copy of challan of items supplied with necessary gate entries as per SEZ rules and OPaL norms along with copy of purchase order for approval.

5. The supply shall have to be made during the year depending on the requirements for which separate purchase orders will be issued.

6. The supplier should supply the items with proper packing for transit so as to be received at the destination offices at OPaL’s Dahej & Baroda premises without any loss or damage of the items.
7. Payment shall be made as per terms and conditions and after receipt of complete materials mentioned in the purchase order.

8. Billing is to be done For Dahej in the name of ONGC Petro additions Limited, Plot No. Z/1 & Z/83, Dahej SEZ 1, Dahej, Tal. Vagra, District Bharuch & For Vadodara – ONGC Petro additions Limited, 35, Nutan Bharat Cooperative Housing Society, R C Dutt Road, Alkapuri, Baroda. The payment would be on the basis of the actual bill of material supplied, duly certified by OPaL’s authorized representative with necessary security gate entries i.e. OPaL Security Material Gate and Dahej SEZ-I Gate.

9. The bidders are advised to quote their rate on the basis of costing / profitability of individual items because OPaL reserves the right to exclude any item(s) from purchase at the time of placing purchase order. Further, the quantities required are only tentative in nature and actual procurement quantities of items may differ as per requirement.

10. The Specifications of items supplied by the bidder must tally with the specifications mentioned in the tender document.

11. Lot Size of each release Order (Tentative):
   50% of the annualized contract value.

12. Bidder to indicate turnover below.
   Turnover of F.Y. 2017-18 = ______________________
Appendix–1 to Annexure-III

Letter of Undertaking

We hereby declare that we will supply all the items as per the given specifications at Annexure – III as and when required by OPaL during the entire duration of this contract i.e. **for 1 year**.

(SIGNATURE OF AUTHORISED SIGNATORY
AND SEAL OF THE CONTRACTOR)

(Note: To be submitted on company’s letter head along with submission of bid)
**Annexure-IV**

**PRICE BID FORMAT**

**TENDER NO:** 1904C00381

**BIDDERS NAME:**

**CURRENCY:** INDIAN RUPEES

**QUOTATION NO:**

**VALIDITY OF OFFER:** 60 Days from the date of bid opening

**Table 1: Rates for OPaL Dahej Location:**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Material Code</th>
<th>HSN Codes</th>
<th>Specification/Make required</th>
<th>Qty. (A)</th>
<th>Unit Rate inclusive of P&amp;F and freight charges up to OPaL Dahej (Rs.) (B)</th>
<th>Total on FOR Dahej (Rs.) (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A4 Size Paper, 75 GSM / 1 Ream = 500 sheets</td>
<td>J K Paper / Ballarpur Industries Limited (BILT)</td>
<td>7000 Ream</td>
<td>7000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A3 Size Paper, 75 GSM / 1 Ream = 500 sheets</td>
<td>J K Paper / Ballarpur Industries Limited (BILT)</td>
<td>500 Ream</td>
<td>500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount on FOR OPaL Dahej (inclusive of P&F and freight charges) (T1) (Rs.)**

**Total Amount on FOR OPaL Dahej (inclusive of P&F and freight charges) in words**

**Table 2: Rates for OPaL Vadodara Location:**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Material Code</th>
<th>HSN Codes</th>
<th>Specification/Make required</th>
<th>Qty. (A)</th>
<th>Unit Rate inclusive of P&amp;F and freight charges up to OPaL Vadodara (Excluding GST) (Rs.) (B)</th>
<th>GST Amount (Rs.) (C)</th>
<th>Unit Rate inclusive of P&amp;F and freight charges up to OPaL Vadodara (Including GST) (Rs.) (D) = (B+C)</th>
<th>Total on FOR Vadodara (Including GST) (Rs.) (A x D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A4 Size Paper, 75 GSM / 1 Ream = 500 sheets</td>
<td>J K Paper / Ballarpur Industries Limited (BILT)</td>
<td>1200 Ream</td>
<td>1200</td>
<td>1200</td>
<td>1320</td>
<td>1320</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A3 Size Paper, 75 GSM / 1 Ream</td>
<td>J K Paper / Ballarpur Industries</td>
<td>100 Ream</td>
<td>100</td>
<td>100</td>
<td>110</td>
<td>110</td>
<td></td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Material Code</td>
<td>HSN Codes</td>
<td>Specification / Make required</td>
<td>Qty. (A)</td>
<td>Unit Rate inclusive of P&amp;F and freight charges up to OPaL Vadodara (Excluding GST) (Rs.) (B)</td>
<td>GST (%)</td>
<td>GST Amount (Rs.) (C) = (B x D) = (B+C)</td>
<td>Unit Rate inclusive of P&amp;F and freight charges up to OPaL Vadodara (Including GST) (Rs.) (D)</td>
</tr>
<tr>
<td>---------</td>
<td>---------------</td>
<td>-----------</td>
<td>-------------------------------</td>
<td>----------</td>
<td>--------------------------------------------------------------------------------------------------</td>
<td>---------</td>
<td>------------------------------------------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>Ream = 500 sheets</td>
<td>Limited (BILT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Amount on FOR OPaL Vadodara basis (inclusive of P&F, Freight charge and GST) in words

(SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE CONTRACTOR)

Notes:

1. Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted price.
2. Bidder to note that the above quoted price (unit rate) should be inclusive of P&F charges & Freight charges.
3. Bidders has to quote for all the line items as mentioned above.
4. Total FOR Amount (i.e. Total FOR OPaL Vadodara + Total FOR OPaL Dahej) (inclusive of P&F and freight charges) for the Scope of Supply as indicated in Price Bid Format of the bidding document including addendum(s), if any, shall be taken for the purpose of evaluation.
5. Purchase order will be issued to the bidder in case the bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid, economically feasible and responsive.
6. Bids determined to be substantially responsive will be checked by OPaL for any arithmetic errors. Arithmetic errors will be corrected by OPaL as follows:
   a. Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
   b. Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and total price shall be corrected.
   c. Where there is a discrepancy between the quoted sum total of amount and calculated actual total of the amount, the calculated actual total of the amount shall prevail and the total price shall be corrected accordingly.
   d. Where there is a discrepancy between the GST (%) and GST (Amount), GST (%) will govern and total price shall be corrected accordingly.
7. If any mathematical error are noticed in price bid format, same will be corrected by OPaL and binding to bidder.
8. **Lot -Size**
   Quantity mentioned in the Scope of supply is tentative/indicative and may vary to any extent. Release order will be placed from time to time as per requirement tentatively 50% of the annual approx. qty. Bidder to quote rates which is fixed & firm for the period of 01 year.
## BID EVALUATION CRITERIA

### A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS
Bidders are advised not to take any exception/deviations to the bid document.

### B. REJECTION CRITERIA

#### B. 1 Technical rejection criteria

1. **ELIGIBILITY & EXPERIENCE CRITERIA**

   **Eligibility:**
   - (i) Bidder must have stationery outlet / shop anywhere within Pan India locations.

   **Documents Required:**
   - Copy of registration certificate of outlet / shop or any other documentary evidence which can indicate the location of facility.

   **Experience:**
   - (ii) Bidder should have experience of having successfully carried out and completed similar work of supplying stationery items/copier papers during the last 03 years (ending last day of month previous to the one in which bids are invited).

   Bidder should have executed one Purchase orders for similar items in each year for the last three years, to any department under central / state Govt. of India / Indian PSU / Govt. body / public limited company or any reputed Chemical Processing Industries / Petrochemicals Industries / Private Organization.

   AND

   Minimum value of the purchase orders for stationery items/ copier papers executed by the bidder should be as follows:

   - **a)** One purchase order of value not less than Rs. 8,89,500 during the last 03 years.
     - OR
   - **b)** Two purchase orders of value not less than Rs. 5,33,700 each during last 03 years.
     - OR
   - **c)** Three purchase orders of value not less than Rs. 4,44,750 each during last 03 years.

   **Document Required:**
   - Bidder is required to submit copy of Purchase Order and proof of its execution (proof of execution may include any one of execution certificate issued from purchaser / invoice & proof of its payment / inspection note etc.)

2. **COMMERCIAL REJECTION CRITERIA**

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

   1. **Proof of issue of bid document:**
      - The bid should be submitted in the name of the bidder only to whom the tender document has been issued.

   2. **Bid should be submitted in Two Bid system in separate envelopes.**
      - **(i) Envelope 1: "Bid Security/ EMD"**
        - The First Inner Sealed Cover will contain Bid Security/ Bid Bond/ EMD.
      - **(ii) Envelope 2: "Prequalification bid"**
        - The Second Inner Sealed Cover will contain Prequalification bids having all details but with price columns of the Price Format(s) blanked out. However, a tick mark (√) shall be provided against each items of the Price Format to indicate that there is a quote against these items in the “Price Bid”.
      - **(iii) Envelope 3: "Price Bid"**
        - The “Price Bid” shall contain only the prices duly filled in as per the Price Format(s) at Annexure-IV.

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

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

4. Offers of following kinds will be rejected:

(i) Offers made without EMD along with the offer.

(ii) Telex/telegraphic/fax/e-mail/Xerox/photo copy offers and bids with scanned signature. Original bids which are not signed manually.

(iii) Offers which do not confirm unconditional validity of the bid as mentioned in Annexure-I Instructions to bidders.

(iv) Offers where prices are not firm.

(v) Offers which do not conform to OPaL’s price format.

(vi) Offers which do not conform to delivery period as per the bid document.

(vii) Offers with techno-commercial bid indicating/disclosing prices at any stage before opening of price bid shall be rejected outright.

(viii) Partial Offers shall be rejected.

C. PRICE EVALUATION CRITERIA

1. Evaluation of bids:

- Total FOR Amount (i.e. Total FOR OPaL Vadodara + Total FOR OPaL Dahej) (inclusive of P&F and freight charges) for the Scope of Supply as indicated in Price Bid Format of the bidding document including addendum(s), if any, shall be taken for the purpose of evaluation.

- Purchase order will be issued to the L-1 bidder in case the bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid, economically feasible and responsive.

- If two or more bidders happen to be lowest (L1) then contract shall be awarded to the bidder having higher turnover value in last F.Y. 2017-18. Bidder has to indicate the turnover of F.Y. 2017-18.

2. Taxes & Duties:

Location-1: OPaL, Dahej (SEZ):

The project falls under the SEZ notified area. Any supplies to SEZ are zero rated, thus supplier shall not levy GST on any supplies rendered to SEZ. Any compliances in respect of zero rated supply as prescribed under IGST Act, 2017 needs to be complied by supplier and OPaL would not undertake any responsibility whatsoever in this regard. In case, the zero rated supply as may be applicable for the Project under the SEZ area are withdrawn subsequent to date of submission of the bid but before the scheduled completion date under the Purchase Order, the liability arising out of withdrawal of any or all these taxes and duties shall be regulated by “clause of Change in Law” of GTC of the Purchase Order.

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

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

3. Input Tax Credit Benefit:

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

Location-2: OPaL, Vadodara Office:

The prevailing Taxes & duties shall be as applicable.
<table>
<thead>
<tr>
<th></th>
<th>GENERAL CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.</td>
</tr>
<tr>
<td>(ii)</td>
<td>Incomplete, incorrect, conditional or vague tenders will not be entertained and shall be liable to be rejected.</td>
</tr>
<tr>
<td>(iii)</td>
<td>The tender is governed by the terms and conditions given in the bid document. Bidders should avoid submitting their offers with their own printed terms and conditions.</td>
</tr>
<tr>
<td>(iv)</td>
<td>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.</td>
</tr>
<tr>
<td>(v)</td>
<td>Unsolicited clarification to the offer and/or change in price during its validity period would render the bid liable for outright rejection.</td>
</tr>
<tr>
<td>(vi)</td>
<td>OPaL may reject/ accept any tender without assigning any reason whatsoever.</td>
</tr>
<tr>
<td>(vii)</td>
<td>Any other point, which arises at the time of evaluation, will be decided by OPaL, under intimation to the bidders.</td>
</tr>
</tbody>
</table>