



**PETROLEUM PLANNING & ANALYSIS CELL**

**GENERAL CONDITIONS OF CONTRACT FOR SUPPLY**

**SEPTEMBER 2018**

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## 1 PRELIMINARY

- 1.1 This is a Contract for supply and execution of job as defined in tender document at Petroleum Planning & Analysis Cell (PPAC), New Delhi These General Conditions of Contract which are referred to herein shall be read in conjunction with the special conditions of contract and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Documents.
- 1.2 The Bidder for the supply is the company/ proprietary concern/ individual (as per details & address mentioned in the un-priced bid) and is authorized to submit the bid on behalf of Bidder.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Petroleum Planning & Analysis Cell (PPAC) and the Bidder that in case the bid of Bidder is accepted by PPAC and an intimation to that effect is so issued and also a Procurement/Purchase Order is placed on the Bidder, this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract and a dispute/difference arises, both PPAC and supplier should first try to resolve it amicably by mutual consultation. If the parties fail to resolve the dispute within 21 (Twenty-One) days, then, depending on the position of the case, either PPAC or supplier should give notice to the other party of its intention to commence arbitration. The arbitration (if any) shall be as per the Indian Arbitration and Conciliation Act, 1996.
- 1.6 General Conditions of the Contract (GCC) and Special Conditions of the Contract (SCC):  
The GCC to be used for contracting for procurement covers all information on aspects after the announcement of the tender award till the closure of the contract and dispute resolution. Instead of modifying the GCC every time, any changes warranted by special circumstances maybe indicated in a separate SCC with the prior approval of the Competent Authority and GCC may be included unchanged in every tender document. It is also indicated therein that the provisions in the SCC will supersede the corresponding provisions in the GCC.
- 1.7 It is the clear understanding that wherever it is mentioned that the Supplier / Bidder shall do/perform a job and/or provide facilities for the performance of the job, the doing or the performance or the providing of the facilities is at the cost and expenses of the Supplier / Bidder not liable to be paid or reimbursed by PPAC.
- 1.8 The Order of Precedence of documents, as applicable, shall be as follows with document at level 1.8.1 having the highest precedence:
- 1.8.1 Contract Agreement
  - 1.8.2 Detailed Letter of Acceptance along with its enclosures
  - 1.8.3 Letter of Award (Purchase Order)
  - 1.8.4 Job Specifications (specific to particular job only)

- 1.8.5 Drawings
- 1.8.6 Special Conditions of Contract
- 1.8.7 Technical Specifications
- 1.8.8 Instructions to Bidders
- 1.8.9 General Conditions of Contract
- 1.8.10 Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures.

## 2 DEFINITIONS

The following expressions used in the Purchase Order / Contract documents shall have meaning as indicated against each of these:

- 2.1 The organization means PETROLEUM PLANNING & ANALYSIS CELL (PPAC), an attached office of Ministry of Petroleum and Natural Gas (MoP&NG) having its office at Core 8, Second Floor, Scope Complex, Lodhi Road, New Delhi – 110 003 and shall include its successors and assignees.
- 2.2 “Goods” includes all articles, material, commodity, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, Information & Communication Technology (ICT) Hardware and Software, vehicles, accessories, and such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties, procured or otherwise acquired. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance.
- 2.3 “Supplier / Bidder”: Shall mean the person, firm or corporation to whom this Purchase Order is issued.
- 2.4 “Contractual Delivery Date”: Contractual Delivery date is the date on which goods shall be delivered. Dispatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- 2.5 ‘Total Order Value’ means total cost & all other cost inclusive of taxes (GST applicable), duties, levies, freight etc.
- 2.6 ‘Total Order Value’ shall be considered for the purpose of calculation of:
  - 2.6.1 Price reduction on account of delay
  - 2.6.2 Performance bank Guarantee Amount
  - 2.6.3 Payment of advance, if any to be made.

### **3 REFERENCE FOR DOCUMENTATION**

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, and packing's and on any documents or papers connected with the order as per clause 1.8.

### **4 CONFIRMATION OF ORDER**

The Supplier shall acknowledge the receipt of the Purchase Order within seven days following the receipt of this order through email / post/ by hand and shall thereby confirm his acceptance of this Purchase Order in entirety without exceptions. The acknowledgment will bear on both Purchase Order and General Conditions of Contract. With Supplier's acceptance of provisions of the Purchase Order, the Supplier is accepting PPAC General Conditions of Contract and special conditions of contract (if any) and is to abide by all the conditions during the validity of contract till the closure of the contract.

### **5 COMPLETE AGREEMENT**

The terms and conditions of the Purchase Order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of PPAC and the Supplier.

### **6 INSPECTION-CHECKING-TESTING**

6.1 The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection within a reasonable time after arrival at the place of delivery.

6.2 In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which PPAC shall have the right to reject the goods and hold the Supplier liable for non-performance of contract.

### **7 PACKING AND MARKING**

7.1 The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.

7.2 All fragile and exposed parts shall be packed carefully and the package shall bear the words 'HANDLE WITH CARE', 'THIS SIDE UP' and 'FRAGILE'.

7.3 The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.

### **8 CONTROL REGULATIONS**

The supply, dispatch and delivery of goods shall be arranged by the Supplier in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. PPAC disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply covered by this order.

### **9 RESPECT FOR DELIVERY DATES**

Time of delivery as mentioned in the Purchase Order / Contract documents shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from PPAC. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery. All expenses related to freight / transit insurance etc. shall be borne by the Supplier.

## **10 REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT**

10.1 In case PPAC finds the equipment, material and workmanship do not comply with specification and requirements, PPAC may reject them and the same shall be removed by the Supplier at their / its own expense and risk within the time allowed by PPAC. PPAC shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate, in the event the Supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by PPAC for such disposal shall be to the account of the Supplier.

10.2 The Supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by PPAC. The time taken for replacement in such event will not be added to the contractual delivery period.

## **11 PRICE**

11.1 Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

11.2 Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess, which are leviable by law on sale of finished goods to PPAC. The nature and extent of such levies shall be shown separately.

11.3 Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Suppliers to take note of the same and pass such benefits while quoting their price.

## **12 RECOVERY OF SUMS DUE**

Whenever any claim against the Supplier for payment of a sum of money arises out of or under the contract, PPAC shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Supplier under this or any other contract with PPAC and should this sum be not sufficient to cover the recoverable amount, the Supplier shall pay to PPAC on demand the balance remaining due.

## **13 CANCELLATION / RISK PURCHASE CLAUSE:**

13.1 PPAC reserves the right to cancel the purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the Supplier if:

13.1.1 The Supplier fails to comply with the terms of this purchase order/ contract documents.

13.1.2 The Supplier fails to deliver the goods on time and / or replace the rejected goods promptly.

13.1.3 The Supplier becomes bankrupt or goes into liquidation.

13.1.4 A receiver is appointed for any of the property owned by the Supplier.

13.2 Upon receipt of the said cancellation notice, the Supplier shall discontinue all work on the Purchase Order and matters connected with it.

13.3 Therefore, in case of Termination of the contract, PPAC shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other Supplier(s)/Supplier / Bidder(s) at the risk and cost of the Supplier/ Supplier / Bidder. In view of paucity of time, PPAC shall have the right to place such unexecuted portion of the supply/work on any Supplier(s)/Supplier / Bidder(s). However, the overall liability of the Supplier/Supplier / Bidder shall be restricted to 100% of the total contract value.

13.4 The provision of this clause shall not prejudice the right of PPAC from invoking the provisions of clause "Delayed Delivery" as mentioned in clause 16 on Price reduction for delayed delivery.

#### 14 PATENTS AND ROYALTIES

On acceptance of this order, the Supplier will be deemed to have entirely indemnified PPAC from any legal action or claims regarding compensation for breach of any patent rights.

#### 15 FORMS OF SECURITY

##### 15.1 Bid Security:

15.1.1 To safeguard against a bidder's withdrawing or altering its/his bid during the bid validity period, Bid Security (also known as Earnest Money Deposit (EMD)) is to be obtained from the bidders along with their bids except from bidders who are exempted from paying Bid Security. The amount of Bid Security should be five per cent of the estimated value of the goods to be procured. The Bid Security may be obtained in the form of an account payee demand draft, banker's cheque or bank guarantee. The Bid Security is normally to remain valid for a period of forty five days beyond the final bid validity period as defined in Clause 28.

15.1.2 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security.

15.1.3 The Bid Security may be obtained in the form of an account payee demand draft, banker's cheque or bank guarantee. However, in case the Bid Security is more than a threshold (Rupees five lakh) and in case of foreign bidders in tenders it may also be allowed in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of Global Tender Enquiry (GTE)) issued/confirmed from any of the scheduled commercial bank in India in an acceptable form, and so on, safe guarding the purchaser's interest in all respects. The format of Bank Guarantee in lieu of EMD is placed in **Annexure-A**.

##### 15.2 Performance Security:

15.2.1 To ensure due performance of the contract, performance security (or Performance Bank Guarantee (PBG) or Security Deposit (SD)) is to be obtained from the successful bidder awarded the contract. Performance Security should be for an amount of ten per cent of the value of the contract as specified in the bid documents. Performance Security may be furnished in the form of an account payee demand draft, banker's



cheque or bank guarantee.

- 15.2.2 Performance Security is to be furnished within 14 (fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- 15.2.3 The Performance Security will be forfeited and credited to PPAC's account in the event of a breach of contract by the Supplier / Bidder. It should be refunded to the Supplier / Bidder without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
- 15.2.4 The bank guarantee should be issued/confirmed from any of the Scheduled / Nationalized Banks other than cooperative banks in India in an acceptable form as per **Annexure-B**.

## 16 PRICE REDUCTION FOR DELAYED DELIVERY

In case of delayed delivery, prices will be reduced @ 0.5 % of the total order value for every week of delay or part thereof subject to a maximum of @ 5% of the total order value.

- 16.1 Price Reduction shall be applicable only on the total order value and on full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata basis, if any.
- 16.2 Initially Price Reduction shall be applicable for total order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

## 17 TERMS OF PAYMENT

- 17.1 The following payment terms shall be applicable:
- 17.1.1 Payment will be made within 30 days of delivery / installation / commissioning, as the case may be and subject to receipt of bill and verification/certification / acceptance in line with the scope of work.
- 17.1.2 The above payment is subject to submission of performance bank guarantee (if applicable).
- 17.1.3 The payment to Suppliers shall be through e-payment. All Suppliers to provide bank mandate for e-payment as per details given in format **Annexure – C**.
- 17.1.4 In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.

## 18 TAXES & DUTIES:

- 18.1 GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to PPAC as per limits indicated in the offer against documentary evidence to be furnished by the supplier. PPAC shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently prior to opening of priced bids). Taxes/duties and/or levies not indicated by supplier in bid, but payable, shall be to Supplier's account.

- 18.2 In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Customs Duty and applicable Cess indicated with reference to limits mentioned in the offer/bid or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to contractual delivery date, PPAC shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- 18.3 Supplier shall be responsible for availing all applicable concessions in taxes, duties, and levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to PPAC on account of supplier's failure to avail concessions shall be borne by Supplier.
- 18.4 The supplier shall comply with all the provisions of the GST Act/Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns with the due dates etc. to enable PPAC to take Input Tax Credit.
- 18.5 In case, PPAC is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
- 18.6 Supplier shall be responsible to indemnify PPAC for any loss, direct or implied accrued to PPAC on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

## **19 NON WAIVER**

Failure of PPAC to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Supplier in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Supplier and shall not be deemed a waiver of any right of PPAC to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by the PPCC act as waiver of the terms hereof.

## **20 EXCLUSION OF THE GOVT. OF INDIA'S LIABILITY**

It is expressly understood and agreed that PPAC has entered into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and will have no liability, obligation or right whatsoever under the Contract. The Supplier expressly agrees, acknowledges and undertakes and accepts that PPAC is not an agent, representative or delegate of the Government of India and that the Government of India is not and shall not be liable for any act, omission, commission, breach or other wrong or liability arising out of the Contract. The Supplier hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the Government of India arising out of the Contract and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under the Contract.

**21 NON ASSIGNMENT**

The Purchase Order shall not be assigned to any other agency by the Supplier without obtaining prior written consent of PPAC.

**22 TECHNICAL INFORMATION**

The Supplier shall not disclose the technical information furnished to or gained by the Supplier under or by virtue or as a result of the implementation of this Purchase Order/ Contract to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Supplier by PPAC shall at all times remain the absolute Property of PPAC.

**23 LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

**24 FORCE MAJEURE****24.1 Circumstances leading to force majeure:**

- 24.1.1 Act of terrorism;
- 24.1.2 Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- 24.1.3 Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- 24.1.4 epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- 24.1.5 freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

**24.2 Notification of Force Majeure**

Supplier / Bidder shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

**24.3 Right of either party to terminate the contract**

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

**24.4 Payment in case of termination due to Force Majeure**

The Contract Price attributable in line with Purchase Order / Contract Documents as at the date of the commencement of the relevant event of Force Majeure shall be considered.

The Supplier / Bidder have no entitlement and Owner has no liability for:

24.4.1 Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

24.4.2 Any delay costs in any way incurred by the Supplier / Bidder due to an event of Force Majeure.

24.5 Time extension for such cases will be worked out appropriately.

**25 Arbitration and Governing Law**

25.1 Arbitration: All disputes or differences which may arise out of or in connection with or are incidental to the contract(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties shall be referred to the sole arbitration by an arbitrator appointed under the provision of Indian Arbitration Act and subject to jurisdiction of courts in Delhi only.

25.2 Governing Law: The Agreement(s) shall be construed in accordance with and governed by the laws of India. PPAC shall warrant that the terms and conditions of the Purchase Order shall be valid under existing Indian laws.

25.3 The arbitration (if any) shall be as per the Indian Arbitration and Conciliation Act, 1996.

**26 PREFERENCE TO MSEs**

26.1 In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises, the bidder shall be entitled for following:

26.1.1 Issue of Tender Documents to MSEs free of cost.

26.1.2 Exemption to MSEs from payment of EMD.

26.1.3 Micro and Small Enterprises quoting price within price band of LI+15% shall also be allowed to supply a portion of requirement by bringing down their prices to LI price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case

of more than one such Micro and Small Enterprises, the supply of 20% portion shall be shared amongst them. Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

- 26.2 The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- 26.3 MSE bidder shall submit the following:
- 26.3.1 Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- 26.3.2 If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 26.3.3 The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- 26.4 If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the applicable Public Procurement Policy (PPP) of the Government of India.
- 26.5 Reservation of specific items for procurement from Micro and Small Enterprises - The list of these items as available at the website of MSME Ministry (presently 358 in number) shall be procured by PPAC from MSE suppliers only.

## **27 Procurement / Purchase Preference:**

Procurement Preference for Domestically Manufactured Electronic Products and Purchase Preference linked with Local Content will be applicable as per Government of India policy from time to time.

## **28 Bid Validity:**

Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.

## **29 Code of Integrity for Public Procurement and Integrity Pact (CIPP):**

All bidders shall comply with the requirements of Code of Integrity for Public Procurement and Integrity Pact (CIPP) in all tenders above Rs.10 Lakhs, Failure to sign the integrity pact shall lead to outright rejection of bid. Please refer CIPP Format in **Annexure D**.

## **30 Miscellaneous**

- 30.1 The Purchase Order will be complete in all respects and supersedes all previous correspondence, record notes, Minutes of Meeting, discussions, and representations.

- 30.2 Either party has not made or does not make any representations, covenants, warranties or guarantees and does not assume any liability, express or implied, other than those expressly set forth in this contract. All further claims and/ or remedies with respect to damages and/ or losses of any kind are excluded.
- 30.3 Bidders are requested to carefully study all the Tender documents and tender conditions before quoting their rates. No alteration in the Tender will be allowed after the opening of the Tender.
- 30.4 All entries in the tender must be written in permanent ink or typewritten and there should be no erasures or over writing. Corrections, if any, should be attested under the full signature of the Bidder.
- 30.5 All rates given in the tender must be expressed both in words and figures and where there is a difference between the two, the rates given in words will be taken as correct.
- 30.6 Any tender received late or not conforming to the terms and conditions prescribed in the Tender Documents will be rejected. Tenders not accompanied by Earnest Money, (unless eligible for exemption) will be rejected.
- 30.7 The Bidder should read the tender conditions carefully and return one copy to PPAC duly signed by them in token of having read, understood and accepted the conditions.
- 30.8 PPAC reserves the right to accept or reject any or all bids without assigning any reason thereof.
- 30.9 Each Supplier / Bidder shall give a declaration that they are not under any holiday/ blacklist declared by any department of the State or Central Government or by any other Public Sector Organization and that there is no inquiry in respect of any corrupt or fraudulent practice pending against them.
- 30.10 Supplier / Bidder shall comply with all Acts, Laws or other Statutory rules, Regulations, Bye laws applicable or which might become applicable to the Union Territory of Delhi with regard to the performance of the work included herein or touching upon this contract, including but not limited to the Minimum Wages Act, 1948, (Regulations & Abolitions Act) 1970, Industrial Dispute Act, 1947, Workmen Compensation Act 1923, ESI Act 1948, Delhi shop & Establishment Act, 1954, Provident Fund & M.P. Act, 1952 and updated government rules and guidelines and take such steps as may be deemed necessary in this regard from time to time.
- 30.11 Supplier / Bidder shall keep PPAC indemnified against all penalties, claim and liabilities of every kind for any violation of such Acts, Laws or Regulations etc. by Supplier / Bidder, or his agents or his staff. PPAC shall not be responsible for any compensation payable due to accident or otherwise to any of Supplier / Bidder workmen & the responsibility of the same lies with the Supplier / Bidder.
- 30.12 There will not be any employer-employee relationship between PPAC and the personnel deputed by Supplier / Bidder.

**Annexure - A****FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

(On non-judicial stamp paper of appropriate value)

BG NO..... dated..... Valid upto.....

To,  
 Petroleum Planning and Analysis Cell  
 (Address)

Dear Sirs,

In consideration of the Petroleum Planning & Analysis Cell,[Address]..... , (hereinafter called the "PPAC", which expression shall include its successors and assigns) having agreed inter alia to consider the tender of (Name), (Constitution) (Address) (hereinafter referred to as the "Bidder" which expression shall wherever the subject or context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. \_\_\_\_\_ upon the Bidder furnishing an undertaking from the Bank as hereinafter appearing in lieu of a Demand Draft or Bankers Pay Order for the Earnest Money.

We \_\_\_\_\_ (Name of Bank), a Bank constituted/Registered under the \_\_\_\_\_ Act, having our Head Office/Registered Office at [Address] \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Bidder and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay PPAC at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Bidder, all sums payable by the Bidder as and by way of Earnest Money to PPAC, for an amount of Rs..... (Rupees\_ only or US Dollar \_\_\_\_\_ (United States Dollars\_))

**AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:**

1. The amount stated by PPAC in any demand, claim or notice made or given with reference to this Guarantee/Undertaking shall as between the Bank and PPAC for the purpose of this Guarantee/Undertaking be conclusive of the amount payable by the Bank to PPAC hereunder.
2. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or by any change in the legal constitution of the Bank or PPAC.
3. Without prejudice to any other mode of service, a demand or claim or any other communication may be made, given and/or transmitted by PPAC to the Bank by post.
4. Notwithstanding anything contained herein:
  - (i) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs./ US\$ \_\_\_\_\_ (Rupees / United States Dollars \_\_\_\_\_ only).
  - (ii) This Guarantee/Undertaking shall remain in force upto (fill in date) and any extension(s) thereof; and
  - (iii) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of \_\_\_\_\_ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.

The Bank doth hereby declare that Shri \_\_\_\_\_ [designation] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This \_\_\_ day of \_\_\_\_\_ 20\_\_

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

.....  
**NOTES:**

1. The Bank Guarantee in lieu of Earnest Money Deposit shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This Bank Guarantee shall be sent by the Bank directly to PPAC.



**Annexure - B****FORMAT OF PERFORMANCE BANK GUARANTEE**

(On non-judicial stamp paper of appropriate value)

BG NO..... dated..... Valid upto.....

To,  
Petroleum Planning and Analysis Cell  
(Address)

Dear Sirs,

In consideration of the Petroleum Planning & Analysis Cell (hereinafter called the "PPAC" which expression shall include its successors and assigns) having awarded to [Name], [Constitution]\_\_\_ [Address] hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms interalia, of PPAC(s) Purchase Order No. [ ] dated ..... (hereinafter referred to as the "Contract") upon the condition of the Supplier's furnishing security in lieu of cash deposit for the Performance of the Supplier's obligations and/or discharge of the Supplier's liabilities under and/or in connection with the said Supply Contract upto a sum of Rs./US\$ [.....] [Rupees/United States Dollars.....] \_\_\_\_\_, only amounting to 10% of the total contract value.

We \_\_\_(name) a body corporate registered/constituted under the laws of \_\_\_and having a branch at [Indian branch address] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay PPAC at [ place ] on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by PPAC from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [ ] only or [Rupees / United States Dollars \_\_\_].

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that PPAC may now or at any time anywise have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and PPAC shall have full authority to take recourse to or reinforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of PPAC in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
2. PPAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of PPAC under any other guarantee(s) or security(ies) now or hereafter held by PPAC and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to PPAC hereunder or of prejudicing the rights of PPAC against the Bank.
3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of PPAC.

- 4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to PPAC in terms hereof.
- 5. Notwithstanding anything contained herein:
  - (a) The Bank’s liability under this Guarantee/Undertaking shall not exceed (currency in figures) ..... (currency in words only ) .....
  - (b) This Guarantee/Undertaking shall remain in force upto \_\_\_\_\_ (here put the entire period required for the performance of the Contract and the defect liability period plus 3 (three) months) and any extension(s) thereof; and
  - (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
- 6. The Bank doth hereby declare that Mr. \_\_\_\_\_ [name & designation of the person authorised to sign on behalf of the Bank] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

This \_\_\_ day of \_\_\_\_\_ 20\_\_

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

**NOTES:**

- 1. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
- 2. This Bank Guarantee shall be sent by the Bank directly to PPAC.

## Annexure – C

**FORMAT FOR GIVING CONSENT AND BANK DETAILS for E-payment****(To be given on official letter head of with GSTIN / ARN Number)**

Date:

To  
 Petroleum Planning & Analysis Cell  
 Scope Complex, New Delhi - 110003

Dear Sir,

We hereby agree to accept the payment of our bills through direct credit to our below mentioned Bank account through internet banking. Our details are as below:

1	Supplier Name	
2	Address	
3	State	
4	GSTIN / ARN Number	
5	PAN Number	
6	Mobile Number	
7	E-Mail address	
8	Beneficiary's Name in Bank Account	
9	Bank Account Number	
10	Bank Name	
11	Address of the Branch	
12	Bank Branch IFSC Code	
13	Account Type (SB/CA/CC)	
14	Goods or service details	
15	HSN / SAC code	

I/We, hereby declare that the particulars given above are correct.

(Signature of authorized person with seal)

Note: Please attach a blank cancelled cheque or photocopy of a cheque issued by your bank relating to your above account for verification. \_\_\_\_\_

## Annexure-D

**CODE OF INTEGRITY PACT (CIPP) FORMAT**

(To be executed on plain paper and submitted along with Technical Bid for tenders having a /value of Rs.10 Lakh or more. To be signed by the same signatory competent/authorized to sign the relevant contract on behalf of PPAC)

{ \_\_\_\_\_ Division)

Tender no. : \_\_\_\_\_

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at on this day of \_\_, 2018

BETWEEN

Petroleum Planning & Analysis Cell (PPAC), an attached office of Ministry of Petroleum and Natural Gas ( MoP&NG) having its office at Second Floor, Core 8, Scope Complex, Lodhi Road, New Delhi – 110 003 (hereinafter referred as 'PPAC', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

\_\_\_\_\_ (name and address of the Individual/firm/Company/consortium members through \_\_\_\_\_ (mention details of duly authorized signatory). hereinafter referred as the "Bidder". and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

Preamble

WHEREAS PPAC has floated a tender (Tender No. : \_\_\_\_\_ ) (hereinafter referred to as "Tender" and intends to award, under laid down organizational procedures, contract/s purchase order/work order for .....(name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS PPAC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, PPAC has appointed Independent External Monitors (IEM), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement. |

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as 'Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

'NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

**Article 1: Commitment of PPAC**

- 1) PPAC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of PPAC, personally or through any of his/her family members, will in connection with the Tender , or the execution of Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) PPAC will, during the Tender process treat all Bidder(s) with equity and reason. PPAC will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) PPAC shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If PPAC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, PPAC will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2-Commitments of the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of PPAC's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelise in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by PPAC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Article 3- Disqualification from Tender Process and exclusion from future contracts**

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, PPAC is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by PPAC. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of PPAC.
2. The Bidder accepts and undertakes to respect and uphold PPAC's absolute right to resort to and impose such exclusion.
3. Apart from the above, PPAC may take action for banning of business dealings/holiday listing of the Bidder as deemed fit by PPAC.

### **Article 4-Consequences of Breach**

Without prejudice to any rights that may be available to PPAC under law or the Contract or its established policies and laid down procedures, PPAC shall have the following rights in case of breach of this Integrity Pact by the Bidder (s):

- 1) Forfeiture of EMD/Security Deposit: If PPAC has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, PPAC apart from exercising any legal rights that may have accrued to PPAC, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder.
- 2) Criminal Liability: If PPAC obtains knowledge of conduct of a Bidder or Contractor , or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if PPAC has substantive suspicion in this regard, PPAC will inform the same to the Chief Vigilance Officer:

### **Article 5- Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder as deemed fit by PPAC.
- 3) If the Bidder can prove that he has resorted the damage caused by him and has installed a suitable corruption prevention system, PPAC may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

### **Article 6- Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/ sub-vendors.
- 2) PPAC will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) PPAC will disqualify Bidders, who do not submit, the duly signed Pact, between PPAC and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 7-Independent External Monitor (IEM)**

- 1) PPAC has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General, Petroleum Planning & Analysis Cell.
- 3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of PPAC including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. . The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of PPAC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a - specific manner, refrain from action or tolerate action.
- 5) The IEM will submit a written report to the Director General, Petroleum Planning & Analysis Cell within 6 to 8 weeks from the date of reference or intimation to him by PPAC and, should the occasion arise, submit proposals for correcting problematic situations.
- 6) The word "IEM" would include both singular and plural.

#### **Article 8- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the Contract, or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Director General, Petroleum Planning & Analysis Cell.

#### **Article 9-Other Provisions**

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head Quarters of the Division of PPAC, who has floated the tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 10- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the Provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

\_\_\_\_\_  
(For and on behalf of PPAC)

\_\_\_\_\_  
(For and on behalf of Bidder)

**WITNESSES:**

(1) \_\_\_\_\_ (signature, name and address)

(2) \_\_\_\_\_ (signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.