



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)

**Expression of Interest for Selection of Partner from Empaneled Business Associates
or OEMs or OEM's authorized partner/distributor**

for participation in ONGC Tender No. Q15HC23009 for

**“Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for
six years at Western Offshore process platforms of ONGC.”**

EOI No: RailTel/WR/MUM/ONGC/EOI/2023-24 dated 6th March 2024

**Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi,
Mumbai-400013**

ईओआई नोटिस

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, वेस्टर्न रेलवे माइक्रोवेव कॉम्प्लेक्स, सेनापति बापट मार्ग, महालक्ष्मी, मुंबई-400013

ईओआई नोटिस संख्या: रेलटेल/डब्ल्यूआर/एमयूएम/ओएनजीसी/ईओआई/2023-24 दिनांक 6 मार्च 2024

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, (इसके बाद इसे "रेलटेल" कहा गया है) ओएनजीसी निविदा संख्या Q15HC23009 "आवर्धन और प्रतिस्थापन ओएनजीसी के पश्चिमी अपतटीय प्रक्रिया प्लेटफार्मों पर छह वर्षों के लिए पोस्ट वारंटी व्यापक एएमसी के साथ सीसीटीवी सिस्टम की स्थापना के लिए" में भागीदारी के लिए उपयुक्त भागीदार के चयन के लिए रेलटेल के पैनल में शामिल भागीदारों या OEM या OEM के अधिकृत भागीदार/वितरक से ईओआई आमंत्रित करता है।

विवरण इस प्रकार हैं:

| | | |
|---|---|---------------------------------------|
| 1 | बोलीदाताओं द्वारा ईओआई के विरुद्ध बोली प्रतिक्रिया पैकेट जमा करने की अंतिम तिथि | 11 मार्च 2024, 11:00 बजे |
| 2 | ईओआई के बोली प्रतिक्रिया पैकेट का उद्घाटन | 11 मार्च 2024 को 11:30 बजे |
| 3 | कार्य के दायरे के लिए प्रस्तुत की जाने वाली प्रतियों की संख्या | एक |
| 4 | भाग ए: टोकन ईओआई-ईएमडी | रु. 5,00,000/- (पांच लाख रुपये मात्र) |
| 5 | अंतिम ईएमडी (अंतिम ग्राहक को बोली जमा करने से पहले एक करोड़ रुपये घटाकर पहले से जमा किया गया टोकन ईओआई-ईएमडी जमा करना होगा।) | 1,00,00,000/- (एक करोड़ रुपये मात्र) |

ईएमडी रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में ऑनलाइन बैंक हस्तांतरण के माध्यम से मुंबई में देय होनी चाहिए। पार्टनर को प्रस्ताव के साथ ऑनलाइन भुगतान हस्तांतरण विवरण जैसे यूटीआर नंबर तारीख और बैंक साझा करना होगा।

रेलटेल बैंक विवरण: यूनियन बैंक ऑफ इंडिया, खाता संख्या 317801010036605, आईएफएससी कोड - यूबीआईएन0531782, शाखा का नाम - महालक्ष्मी शाखा

योग्य बिजनेस एसोसिएट्स/ओईएम/अधिकृत भागीदार या ओईएम के वितरक को ईओआई दस्तावेज़ के लिए इस निमंत्रण से संबंधित सभी संचार निम्नलिखित नामांकित संपर्क व्यक्तियों के माध्यम से निर्देशित करने की आवश्यकता है:

स्तर:1 संपर्क: विशाल सिंह पद: एमई/मार्केटिंग

ईमेल: vishal-singh@railtelindia.com

संपर्क करें: 91-9970467748

स्तर:2 संपर्क: ऋचा रत्ना पद: वरिष्ठ प्रबंधक/विपणन

ईमेल: richa_ratna@railtelindia.com

संपर्क करें: 91-9004444163

स्तर:3 संपर्क: विप्लव मिश्रा

पद: उप. महाप्रबंधक/विपणन

ईमेल: viplovnishra@railtelindia.com

टिप्पणी:

1. पैनल में शामिल साझेदारों/ओईएम/अधिकृत साझेदार या ओईएम के वितरक को बोली प्रतिक्रिया पैकेट की सॉफ्ट कॉपी (पासवर्ड संरक्षित पीडीएफ) eoj.wr@railtelindia.com पर एक ई-मेल के माध्यम से जमा करनी होगी, जिस पर कंपनी की मुहर के साथ अधिकृत हस्ताक्षरकर्ताओं द्वारा विधिवत हस्ताक्षर किया गया हो। और मोहर. फ़ाइल का आकार 20 एमबी से अधिक नहीं होना चाहिए.
2. ओईएम को उनके सिद्ध तकनीकी कौशल को देखते हुए, पूर्व-सूचीबद्ध बिजनेस एसोसिएट्स की आवश्यकता नहीं है।
3. बोली प्रतिक्रिया पैकेट खोलते समय पासवर्ड मांगा जाएगा।
4. केवल बिजनेस एसोसिएट्स की भागीदारी के मामले में रेलटेल के पात्र सूचीबद्ध भागीदारों से ईओआई प्रतिक्रिया आमंत्रित की जाती है।
5. सभी दस्तावेज़ उचित अनुक्रमणिका और पृष्ठ संख्या के साथ प्रस्तुत किए जाने चाहिए।
6. यह अंतिम ग्राहक आरएफपी में भाग लेने के लिए पैनल में शामिल बिजनेस एसोसिएट/ओईएम/अधिकृत भागीदार या रेलटेल के ओईएम के वितरक के साथ एक विशेष व्यवस्था है। चयनित भागीदार के अधिकृत हस्ताक्षरकर्ता को एक वचन देना होगा कि वे इस ईओआई के माध्यम से चुने जाने के बाद (रेलटेल द्वारा संभावित संगठन को बोली जमा करने से पहले और बाद में) किसी अन्य संगठन के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से अपनी बोलियां और तकनीकी-वाणिज्यिक समाधान/सहयोग प्रस्तुत नहीं करेंगे। इस ईओआई रिस्पॉन्स के साथ यह अंडरटेकिंग देनी होगी।
7. **स्थानांतरण एवं उप-किराये पर देना।** बिजनेस एसोसिएट/ओईएम/ओईएम के अधिकृत भागीदार या वितरक को अनुबंध या उसके किसी भी हिस्से को देने, सौदेबाजी करने, बेचने, सौंपने या उप-किराए पर लेने या अन्यथा निपटान करने का, साथ ही किसी तीसरे पक्ष को लाभ देने या लेने देने का कोई अधिकार नहीं है। वर्तमान अनुबंध या उसके किसी भाग का लाभ।

EOI NOTICE

RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013

EOI Notice No: RailTel/WR/MUM/ONGC/EOI/2023-24 dated 6th March 2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel's Empaneled Partners or OEMs or OEM's authorized partner/distributor for the selection of suitable partner for participation in ONGC Tender No. Q15HC23009 for **“Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore process platforms of ONGC.”**

The details are as under:

| | | |
|---|--|--|
| 1 | Last date for submission of Bid response Packet against EOIs by bidders | 11 th March 2024 at 11:00 Hours |
| 2 | Opening of Bid response packet of EOIs | 11 th March 2024 at 11:30 Hours |
| 3 | Number of copies to be submitted for scope of work | One |
| 4 | PART A: Token EOI-EMD | Rs. 5,00,000/- (Rupees Five Lakhs only) |
| 5 | Final EMD (One Crore minus the already submitted token EOI-EMD needs to be submitted before submission of bid to end customer.) | Rs. 1,00,00,000/- (Rupees One crore only) |

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No.317801010036605, IFSC Code - UBIN0531782, Branch name – Mahalaxmi Branch

Eligible Business Associates/OEMs/authorized partner or distributor of OEMs are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Level:1 Contact: Vishal Singh
Position: ME/Marketing
Email: vishal-singh@railtelindia.com
Contact: +91-9970467748

Level:2 Contact: Richa Ratna
Position: Sr. Manager/Marketing
Email: richa_ratna@railtelindia.com
Contact: +91-9004444163

Level:3 Contact: Viplov Mishra
Position: Dy. General Manager/Marketing
Email: viplovnishra@railtelindia.com

<https://www.railtel.in/>

Note:

1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet through an e-mail at eoι.wr@railtelindia.com, duly signed by Authorized Signatories with Company seal and stamp. **The size of file should not exceed 20 Mb.**
2. **The OEMs need not be prior empanelled Business Associates, given their proven technical prowess.**
3. The password will be sought at the time of opening of the bid response packet.
4. The EOΙ response is invited from eligible **Empaneled Partners of RailTel only in case of participation by Business Associates.**
5. All the documents must be submitted with proper indexing and page no.
6. This is an **exclusive arrangement with empaneled business associate/OEMs/authorized partner or distributor of OEM of RailTel for participating in the end customer RFP.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOΙ (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOΙ Response.
7. **Transfer and Sub-letting.** The Business Associate/OEMs/authorized partner or distributor of OEM has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Class-A Mini-Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

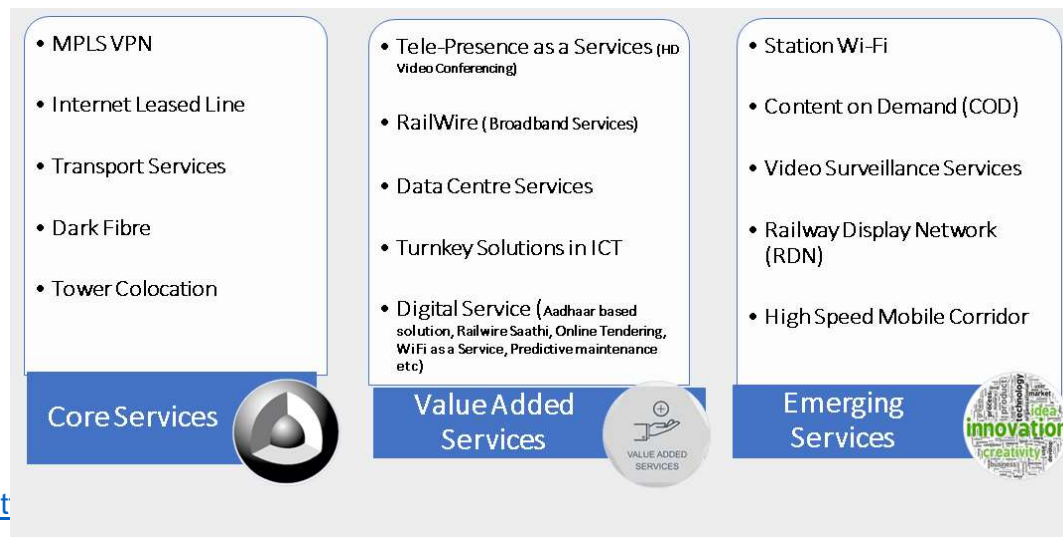
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

d) High-Definition Video Conference: RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across—Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in a tender floated (hereinafter referred as RFP/Tender) by **Oil & Natural Gas Limited (ONGC)** for **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore process platforms of ONGC.** (Ref No. Q15HC23009).

RailTel invites EOIs from RailTel's Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the tender floated by **Oil & Natural Gas Limited (ONGC)** for **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore process platforms of ONGC.** (Ref No. Q15HC23009). Tender floated by ONGC is attached as Annexure-6 in this EOI document.

The above scope of work is indicative, and the detailed scope of work is given in the end customer tender along with latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to eoι.wr@railtelindia.com.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for the period of validity of the Pre-Bid agreement which will be signed with the selected partner.

4.5 Bidding Process

The bidding process as defined in para 9.

4.6 Bid Earnest Money (EMD)

- 4.6.1 The bidder shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **Token EOI EMD**.
- 4.6.2 Offers not accompanied with valid Token EOI Earnest Money Deposit shall be summarily rejected.
- 4.6.3 In case of bidder's offer is selected for bidding, the bidder has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected bidder shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer, as and if applicable.

4.6.4 Non-submission of remaining EMD as applicable will lead to forfeiture of token 'EOI EMD'.

4.6.5 EMD can be received in the form of bank Guarantee/Online Bank Transfer/ Fixed Deposit. Bank guarantee has to be confirmed with the Structural Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. However, EMD amount equal or less than Rs. 5 Lakhs shall be sought only in Online Bank transfer.

4.6.6 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back to back basis.

4.6.7 **Return of EMD for unsuccessful Bidder:** Final EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)

4.6.8 **Return of EMD for successful Bidder:** Final Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from bidder whichever is later.

4.6.9 **Forfeiture of Token EOI EMD or EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**

4.6.9.1 The EOI EMD may be forfeited and or penal action shall be initiated if the bidder withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

4.7.2 As per work share arrangements agreed between RailTel and bidder the PBG will be proportionately decided and submitted by the selected bidder.

4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No bidder shall be allowed to withdraw the response after the last date and time for submission.

The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the EarnestMoney Deposit shall be forfeited, and all interests/claims of such bidder shall be deemed as foreclosed.

4.10 Clarification of EOI Responsee

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

5. Pre-Qualification Criteria for Bidding Business Partner/OEM/authorized partner or distributor of RailTel

| S No. | Particulars | Criteria for Tender Package |
|-----------|--|--|
| | | (Mandatory Compliance & Document Submission) |
| A) | Financial Conditions | |
| i) | Bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date. | <ol style="list-style-type: none"> 1. Certificate of Incorporation 2. GST Registration 3. PAN Card 4. Documentary evidence in the form of Order/Agreement/ MOU etc |
| ii) | Bidder individually should have a cumulative annual financial turnover (Total revenue as per annual financial closure period of the company) during the preceding 3 financial years i.e. FY 20-21, FY 2021-22 and FY 2022-23 of atleast Rs. 36,50,30,000/- | Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI and extracts from the audited balance sheet and profit & loss for last three financial year. |
| iii) | Bidder should also have a positive net worth in the last three FY i.e. FY 2020-21, FY 2021-22 and FY 2022-23. | Positive Net Worth Certificate issued by the CA. |
| iv) | The participating bidder should be a currently active empaneled business associate of RailTel or OEM(s) or its authorized partner/distributor. | Documentary proof of empanelment along with proof of empanelment Fee to be submitted. Or Documentary proof of OEM (Self undertaking and Manufacturer's Authorization Certificate) |
| B) | Technical Conditions | |
| v) | Bidder should have similar* experience in India related to supply, as on bid submission date. <i>Similar* experience: "Manufacturing experience or Supply, installation and commissioning of explosion proof CCTV</i> | Work Orders / Letter of Intent / Signed Contract along with Go-live Certificate / Client Completion Certificate / Self declaration of work-in-progress or completion/Undertaking and declaration from Ex-proof CCTV camera OEM as per format given in end customer RFP |

| S No. | Particulars | Criteria for Tender Package |
|-----------|--|---|
| | | (Mandatory Compliance & Document Submission) |
| | <i>Camera of Zone 1 (hazardous certification) against one or more work orders during last 7 years"</i> | |
| vi) | The supplier should be Class 1 or Class 2 Local supplier. | Documentary proof to be submitted. As per the end customer RFP, purchase preference benefit shall be given only to Class 1 local supplier. |
| C) | Annexures | |
| vii) | Annexure 1 | Covering Letter: Self-certification duly signed by authorized signatory on company letter head. |
| viii) | Annexure 2 | The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted. |
| | | Self-certification duly signed by authorized signatory on company letter head. |
| ix) | Annexure 3 | An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental /Non-Governmental Organization in India as on bid submission date. |
| x) | Annexure-4 | Format for Affidavit to be uploaded by bidder along with the tender documents. |
| xi) | Annexure-5 | Non-disclosure agreement with RailTel. |
| xii) | Power of Attorney | Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents. |
| xiii) | Additional Documents to be Submitted | Technical Proposal with overview of the project with strength of the Partner. |

6. Bidder's Profile

The bidder shall provide the information in the below table:

| S. No. | ITEM | Details |
|--------|---|---------|
| 1. | Full name of bidder's firm | |
| 2. | Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office | |
| 3. | Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address | |
| 4. | Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender | |
| 5. | Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address | |
| 6. | Bank Details (Bank Branch Name, IFSC Code, Account number) | |
| 7. | GST Registration number | |

7. Evaluation Criteria

- 7.1 The bidders are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 7.2 The bidder who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work if RailTel is awarded contract from end customer.
- 7.3 RailTel reserves the right to further negotiate the prices with eligible L1 bidder during further reverse auction process of end customer. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- 7.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel bid management committee will determine whether the proposal/ information is complete in all respects and the decision of the bid management committee shall be final.
- 7.5 All General requirement mentioned in the Technical Specifications mentioned in end customer RFP are required to be complied. The solution proposed should be robust and scalable.

8. Payment terms

- 8.1 RailTel shall make payment to selected bidder after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of

work to be done by selected bidder, same shall be passed on to selected bidder.

8.2 All payments by RailTel to the selected bidder will be made after the receipt of payment by RailTel from end Customer organization.

9. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

10. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date :

To,

RailTel Corporation of India Ltd.
Western Railway Microwave
complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai 400013

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Western Railway Microwave
complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected bidder after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected bidder.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

- 6) We understand and agree that RailTel is intending to select a bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory

Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

RailTel Corporation of
India Ltd. Western Railway
Microwave complex,
Senapati Bapat Marg,
Mahalaxmi, Mumbai
400013

Subject: Undertaking for not Being

Blacklisted/Debarred

We, Company Name, having its registered office at Address

hereby declares that that the Company has not been blacklisted/debarred by any

Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY bidder ALONGWITH THE EOI DOCUMENTS
(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.
The paper has to be in the name of the bidder) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the bidder (including its constituents),
M/s.....(hereinafter called the bidder) for the purpose of the EOI documents for the work of as per the EOI No. of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/we the bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the bidder(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the bidder)**.....and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE BIDDER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by bidder. Attestation before Magistrate/Notary Public.**

Annexure-5: Non-Disclosure Agreement (NDA) Format

(to be executed on stamp paper of Rs. 100/-)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this ____ day of _____, 2021 (the "**Effective Date**") at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "**Information**");

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "**Disclosing Party**") to the other Party (each Party, in such receiving capacity, the "**Receiving Party**") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Permitted Use.

Receiving Party shall:

hold all Information received from Disclosing Party in confidence;

use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

is approved for release by written authorization of Disclosing Party; or

is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

Designation.

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

Return or Destruction of Information.

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement;

expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally;

by overnight courier, upon written verification of receipt; or

by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone: _____

Email: _____

_____:

Attn: _____

Address: _____

Phone: _____

Email: _____

Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in

full force and effect for a period of _____ years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall: In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "**Final Agreement**"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

Settlement of Disputes:

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations

of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____:

By _____

Name: _____

Title: _____

RailTel Corporation of India
Limited:

By _____

Name: _____

Title: _____

Witnesses

Annexure-6 Tender floated by ONGC along with all its annexures and corrigendum.

**OIL AND NATURAL GAS CORPORATION LIMITED**

**MUMBAI REGION, B&S ASSET
MATERIALS MANAGEMENT DEPARTMENT,
2nd Floor, B-Wing, Vasudhara Bhavan
Bandra(East), Mumbai – 400 051, India**

Tel: 022- 2656 2263 / 2264 / 3273

**INVITATION TO BID
OPEN INDIGENOUS (NCB) E -TENDER (TWO BID SYSTEM)**

Dear Sirs,

- 1.0 Bids are invited in the prescribed bid forms and proforma enclosed herewith through the e-Procurement site (etender.ongc.co.in), for the Scope of Work described in the Bidding Documents. The details of the e-tender are given below:

| | | | | |
|-----|--|---|------------------|---|
| 1. | E-tender No. | Q15HC23009 | | |
| 2. | Brief Description of the Works | Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC | | |
| 3. | Project Completion Period | The entire project of replacement of CCTV system at all Process platforms of B&S Asset is to be completed within 18 Months from the date of NOA and and subsequent 6 years Comprehensive AMC. | | |
| 4. | Tender Fee | Not applicable | | |
| 5. | Start date of sale of Tender document | From 29.12.2023 | | |
| 6. | Last date of Receipt /uploading of Queries | Up to 05.01.2024 | | |
| 7. | Pre-Bid conference date / time | 10.01.2024, Wednesday at 3:00 PM IST | | |
| 8. | Pre Bid Conference venue | Conference Hall, A Wing, 2 nd Floor, Vasudhara Bhavan, ONGC, Bandra East, Mumbai – 400051 | | |
| 9. | Closing date and time for submission of bids (both unpriced techno-commercial and priced bid) by bidders to ONGC | 22.02.2024 at 1600 Hrs. IST as per the e-procurement system time. | | |
| 10. | <u>Opening date and time</u> : (i) Unpriced Techno-commercial Bid (ii) Price Bid | 22.02.2024 at 1630 Hrs. IST as per the e-procurement system time. To be intimated later subsequent to shortlisting of unpriced Techno-commercial Bids. | | |
| 11. | Bid Bond amount Bid Bond validity upto | Group | In INR | Bidder who is willing to quote for more than one group will have to submit sum of EMD of respective groups. |
| | | Group A – B&S Asset | INR 45,85,000.00 | |
| | | Group B – N&H Asset | INR 40,14,000.00 | |
| | | Group C – MHN Asset | INR 37,24,000.00 | |
| | | Group D – MHS Asset | INR 45,03,000.00 | |
| | | | | |

| | | |
|-----|---|--|
| | | <p>120 days from the date of opening of Unpriced Techno-commercial bid.</p> <p>EMD Exemption will be as per para 17.2 of Annexure I.</p> |
| 12. | Bid validity upto | 90 days from the date of opening of Unpriced Techno-commercial bid. |
| 13. | Place for submission of physical documents in the tender: | Tender receiving box of B&S Asset, Ground Floor, ONGC Vasudhara Bhawan, Bandra (E), Mumbai-51 or Office of Head-MM, B&S Asset, C-263, 2nd Floor, B Wing, Vasudhara Bhavan, Bandra (E), Mumbai-400 051 |
| 14. | Performance Bank Guarantee : | <p><i>Stage 1 – For Contract Execution: Successful Bidder shall furnish to the Corporation within 15 days from the date of issue of fax/ award of work Security Deposit @10.00% of total contract value (for Augmentation and Replacement of respective group) which should be valid beyond 60 days from contract completion for Augmentation and Replacement. In the event of completion of work being delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall get the validity of the bank guarantee suitably extended so as to make it valid for contract extended period + 60 days. Date of expiry of claim period includes 1 month period from the date of expiry of this Bank guarantee.</i></p> <p><i>Stage 2 – For Warranty Period: Successful Bidder shall furnish to the Corporation within 15 days of successful completion of contract Security Deposit @5.00% of total contract value (for Augmentation and Replacement of respective group) which should be valid beyond 60 days after warranty period for Augmentation and Replacement. Date of expiry of claim period includes 1 month period from the date of expiry of this Bank guarantee. Upon submission and bank confirmation of Bank Guarantee for warranty period, the security deposit as mentioned above at Stage 1 shall be released.</i></p> <p><i>Stage 3 – For CAMC: Successful Bidder shall furnish to the Corporation within 15 days from the date of issue of fax/ award of work Security Deposit @10.00% of annualised contract value (for CAMC of respective group) which should be valid beyond 60 days from contract completion for CAMC. In the event of completion of work being delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall get the validity of the bank guarantee suitably extended so as to make it valid for contract extended period + 60 days. Date of expiry of claim period includes 1 month period from the date of expiry of this Bank guarantee.</i></p> |
| 15. | Bidder Response Sheet & Schedule of Prices | <p><u>Bidder Response Sheet</u></p> <p>The bidder is required to fill “Bidders response sheet” (Annexure-VII) of concerned group of Tender Document by indicating Quoted/ Not Quoted against the various items mentioned.</p> <p>Prices should not be indicated in the Bidder Response Sheet in any form. The filled in Bidder Response Sheet is to be uploaded along with the Techno-commercial bid.</p> |

| | | |
|-----|--|--|
| | | Price Format The bidder is required to quote their Prices & Taxes/duties in “ Price Format ” (Annexure-VIII) of concerned group which is uploaded <u>in the e-tender portal at ‘Notes and price bid attachment’</u> . |
| 16. | Correspondence : | |
| | 1) Address | Chief General Manager (MM), Head MM, B&S Asset Oil and Natural Gas Corporation Limited Mumbai Region, B&S Asset, Vasudhara Bhavan, 2 nd Floor, B-Wing, Bandra (East), Mumbai - 400051, India. |
| | 2) Telephone No. | 91-22-2656 2263/ 2264 / 3273 |
| | 3) Email ID | a_somasundaram@ongc.co.in , verma_himanshu@ongc.co.in |
| 17. | Note: 1. Bidders can download the tender from ONGC e-tender website only for viewing purpose. 2. Tender Receiving Officer in February, 2024: Shri. Vivek Vijay Pandit, Sr. MMO; Leave Reserve Officer: Shri. Prakash Kumar Singh, MMO. 3. All the bidders have access to online help document which is available on login. This help document should be used by them for participating in e-procurement tenders. | |

2.0 ORGANISATION OF THE BIDDING DOCUMENTS:

This Bidding Documents consist of following Annexures:

| | | |
|-----------------|---|--|
| Annexure - I | : | Instructions to Bidders (ITB) |
| Annexure - II | : | Proforma for Contract to be signed with the successful bidder and General Conditions of Contract |
| Annexure - III | : | Scope of Work, Technical/ Functional Specifications and SCC |
| Annexure - IV | : | Bid Evaluation Criteria (BEC) |
| Annexure - V | : | Bid Evaluation Matrix |
| Annexure - VI | : | Integrity Pact |
| Annexure – VII | : | Bidder’s Response Sheet for Group A, B, C and D |
| Annexure – VIII | : | Price Bid Proforma for Group A, B, C and D |

3.0 **Resolution of Clarifications/Exceptions/Deviations to Tender terms, Conditions & Specifications.**

Bidders in their own interest are advised to submit their bids complete in all respects conforming to all terms and conditions of the bid document.

Bids shall be evaluated based on the information/ documents available in the bid. Hence, bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying to the requirements of bid documents will be rejected without any further opportunity.

No deviations/exceptions to the provision of the bidding documents shall be entertained after opening of Techno-commercial bids.

4.0 Two Bid System shall be followed for this tender. Bid Evaluation Criteria shall be the basis for evaluation of tenders.

5.0 PRE-BID MEETING/CONFERENCE:

- 5.1 Pre-bid Conference will be held as per above mentioned schedule for the purpose of clarification of points on Technical and Commercial issues relating to the Tender Documents, if any. The bidder is requested to submit any query/clarification on Tender Documents, in writing or by email to reach the Company on or before **date mentioned above** for the purpose of discussion in pre-bid conference. No further queries/clarification on Tender Documents will be entertained/accepted by the Company thereafter.

Bidders are advised to download the tender documents well in advance prior to the pre-bid conference date, providing sufficient time for response. The bidders shall submit their queries within prescribed date as per conditions stipulated in tender document. Attending pre bid conference shall not be pre-requisite for submitting the bid.

Pre-bid queries should be restricted to Technical Specifications, Scope of Work, Technical BEC, Special Conditions of Contract and Mobilization/ Delivery/ Completion Period only and that NO queries, whatsoever, shall be entertained on provisions of GCC and other standard provisions/ proforma/ format of the tender document.

Bidders are advised that ONGC expects the bidders to comply with the tender specifications/conditions which have been frozen after pre-bid conference, and hence non-conforming bids will be rejected straightaway.

Maximum 02(two) persons would be permitted per bidder for pre-bid conference against the tender. **Bidders are required to submit Authority Letter to attend Pre Bid Conference along with Email ID and other details of designated personnel in Appendix PBC of Annexure I, one day before Pre Bid Conference date.**

The bidders meeting following requirement shall only be considered for attending the pre-bid conference.

- a. The bidders who are in the business of providing similar Services/ Goods as per tender requirement only shall be allowed to participate in Pre-Bid Conference.

Accordingly, an undertaking in the prescribed format as per Appendix-PBC shall be submitted by the bidder alongwith Pre Bid queries within prescribed date. Failing which the bidder shall not be allowed to attend pre-bid conference.

- b. Bidders should depute their employees (preferably) who are competent to present their queries in the Pre-Bid Conference.
- c. Only those bidders who have submitted queries within prescribed date shall be allowed to attend PBC.
- d. While submitting Pre Bid queries, bidder(s) shall be required to provide details (Name, Designation, Email ID, Mobile No. etc.) of its representative, who will attend PBC and those person(s) only will be permitted to attend the pre-bid conference.

In tenders for LSTK Projects, the representatives of proposed consortium members and / or sub-contractors and / or vendors who are competent to present their queries in the pre bid conference are also allowed to participate in the pre-bid conference along with the bidder subject to prior submission of details to ONGC as stipulated above.

- 5.2 Bidders are advised to depute their authorized & accredited representative of appropriate rank to attend Pre-Bid Conference to take decision across the table.

- 5.3 Any modification to the Tender Documents listed above, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an amendment to Tender Documents and not through the Record Notes of the pre-bid meeting.
- 5.4 Non-attendance at the Pre-bid Conference shall not be a cause for disqualification of a bidder.
- 6.0 **Integrity Pact:** Bidders are requested to submit 'Integrity Pact' duly signed on all pages by the same signatory who signs the bid along with the technical bid. Bidder to submit Integrity Pact signed as per Provisions of Integrity Pact.
- 7.0 a) Please quote GST as applicable.
- b) Please note that wherever GST credit shall be available, supplier / contractor shall be required to offer rates taking into account eligibility of credit under GST to the supplier / contractor.
- 8.0 PP-MII policy is applicable for this tender.
- Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid against this tender (Ref clause 29 of Annexure-I for definition of Class-I and Class-II Local Suppliers.)
- 9.0 Bidder to comply with provisions of O.M. No. 7/10/2021-ppd(1) 23.02.2023.

Yours faithfully,
For Head MM-B&S Asset.

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ANNEXURE-I

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. Eligibility and experience of the bidder:-

1.1(a) Eligibility and experience of the bidder:- Bidder to refer Bid Evaluation Criteria at Annexure IV.

1.1(b) The bidder should meet the experience criteria detailed above.

In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments thereunder, then the technical experience criteria laid down in the Technical BEC should be met as under:

- (i) the Joint Venture Company by itself should meet the experience criteria or
- (ii) the Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.
- (iii) An undertaking from the Joint Venture partner, based on whose experience the JV has qualified, shall be submitted with the techno commercial bid stating the they shall maintain minimum 26% shareholding in the JV till the execution of the contract.

1.2 Details of experience and past performance of the bidder and the of joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 1.1(a) and (b) above.

1.3 In case the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

1.3.1 Where consortium bids are allowed, leader and members of consortium should themselves meet the experience criteria covering the respective activities of work to be performed by them on their own and not through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / Sub-contracting. Necessary documentary evidence to this effect should be submitted with techno-commercial bid.

Bidder to refer BEC at Annexure IV.

For this purpose the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid as per format provided in the tender.

1.3.2 The leader of the consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.

1.3.3. The Leader of the Consortium can submit the bid on behalf of the Consortium. Memorandum of Understanding (MoU) (as per format enclosed in tender) between the Consortium members duly signed by the authority (ies) as per the note in the MOU format, must accompany the techno-commercial bid.

The MoU should clearly define the role / scope of work to be performed by each constituent and should clearly define the leader of the Consortium. All the members of the Consortium must resolve and affirm in the MoU that each party shall be jointly and severally liable to ONGC for any and all obligations and responsibility arising out of the Contract and for discharging all obligations under the Contract. MoU signed between the members of the Consortium shall form part of the contract. In case of award of contract, the MoU shall be kept valid through the entire contract period, including extensions, if any. After award of contract, no alterations / modifications would be permitted in the MoU.

1.3.4 Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity.

1.4(a) Indian companies/ Joint Venture companies(Incorporated JV):- Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening

2.0 **Tender Fee - Nil**

2.1 - Deleted -

2.2 ~~Refund of tender fee~~ - Deleted –

3. **TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

4. **COST OF BIDDING**

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

B: THE BIDDING DOCUMENT

5. CONTENT OF BIDDING DOCUMENTS

5.1 The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

- ANNEXURE I : Instructions to Bidders** with following Appendices
- Appendix 1 : Bidding Document Acknowledgement proforma
 - Appendix 2 : Bid submission proforma
 - Appendix 3 : Bid submission Agreement proforma.
 - Appendix 4 : Bid Bond Bank Guarantee proforma
 - Appendix 4A : Proforma for irrevocable Letter of Credit
 - Appendix 5 : Checklist
 - Appendix 6 : Proforma for Bidders past services(similar)
 - Appendix 7 : Proforma of Authorisation Letter for attending Tender Opening
 - Appendix 8 : Proforma of Certificate on Relatives of Directors
 - Appendix 9 : List of Foreign banks acceptable to ONGC for issuance of Bank Guarantees.
 - Appendix 10 : Proforma for proposed changes/modifications.
 - Appendix 11 : Form No. 10F
 - Appendix PBC : Format for Undertaking to attend Pre-Bid Conference
- ANNEXURE II : General Conditions of Contract (GCC)** with following appendices.
- Appendix 1 : Proforma of Performance Bond Bank Guarantee.
- ANNEXURE III :** Scope of work, Technical Specifications and Special conditions of Contract.
- ANNEXURE IV :** Bid Evaluation Criteria.
- ANNEXURE V :** Bid Matrix.
- ANNEXURE VI:** Integrity Pact
- ANNEXURE VII:** Bidder's Response Sheet

ANNEXURE- VIII: Price Bid Format (Separately attached in the e-tender portal under 'Notes and price bid attachments' tab)

5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. 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 may result in the rejection of its bid without seeking any clarifications.

5.3 The following terminology appearing on the SRM portal shall have the meaning as explained below:

- (i) RFx : Bid Invitation
- (ii) RFx Response : Bid
- (iii) Tech RFx : Techno-Commercial Bidding documents provided by ONGC
- (iv) Tech RFx response: Un-priced techno- commercial bid.

6. **PRE-BID CONFERENCE** ~~(Wherever applicable)~~

6.1 In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid conference shall be held so as to provide an opportunity to the participating bidders to interact with ONGC with regard to various tender provisions/tender specifications, before the bids are submitted.

The pre-bid queries shall be restricted to Technical specifications, scope of work, Technical BEC, special conditions of contract and mobilization/ delivery/ completion period only and that no queries whatsoever shall be entertained on provisions of GCC and other standard provisions/ proforma/ format of the tender document.

6.2 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

6.3 The bidders meeting following requirement shall only be considered for attending the pre-bid conference.

- a. The bidders who are in the business of providing similar Services/Goods as per tender requirement only shall be allowed to participate in Pre-Bid conference.

Accordingly, an undertaking in the prescribed format as per Appendix-PBC shall be submitted by the bidder alongwith Pre Bid queries within prescribed date. Failing which the bidder shall not be allowed to attend pre-bid conference.

b. Bidders should depute their employees (preferably) who are competent to present their queries in the Pre-Bid Conference.

c. Only those bidders who have submitted queries within prescribed date shall be allowed to attend PBC.

d. While submitting Pre Bid queries, bidder(s) shall be required to provide details (Name, Designation, mobile no. etc.) of its representative, who will attend PBC and those person(s) only will be permitted to attend the pre-bid conference.

The maximum number of persons that would be permitted per bidder for participation in pre-bid conference has been indicated in the bidding documents.

~~6.4 In cases where pre-bid conference is not held, bidders can submit relevant queries to the tender inviting office within 10 days from the date of publication of NIT in case of open tenders or issuance of bid document in case of Limited Tenders.~~

6.5 Post bid conference

In order to avoid delay in processing of tenders ONGC shall hold post bid conference with the interest bidders.

For holding Post Bid conference following process shall be followed:

i) Clarifications / confirmations / deficient documents required, if any, from bidders shall be conveyed to the bidders.

ii) To address bidders doubts, if any, only on the clarifications / confirmations / deficient documents being sought, a post bid conference shall be held by ONGC with bidders who seek to have the meeting on one to one basis. Interested bidders may attend the same. No issues other than the listed queries pertaining to clarifications / confirmations / deficient documents sought by ONGC shall be discussed in post bid conference.

iii) In case bidder chooses not to seek/request for a post bid meeting, it will be noted by ONGC that such bidder(s) has well understood the query of ONGC.

iv) Accordingly, in case bidder has completely understood the queries and they have no doubts, they may submit their replies within the date specified for submission of clarifications.

v) Bidders who attend the post bid conference shall provide the following undertaking immediately on conclusion of the post-bid conference:

“This is to confirm that we (name of the bidder) have attended the post bid conference on ... and have fully understood the queries of ONGC issued vide their Letter No. ... Dated....”

(v) Bidders shall depute their competent employee(s) /authorised representative(s) for the Post-Bid Conference.

(vi) Only those bidders from whom clarifications are being sought shall be eligible for post bid conference.

(vii) Bidder(s) shall be required to provide details (Name, Designation/status, mobile no. etc) of its employee/(s)/authorised representative(s), who will attend Post Bid Conference and those person(s) only will be permitted to attend the post-bid conference.

C. PREPARATION OF BIDS

7. LANGUAGE AND SIGNING OF BID

7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the ONGC 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, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.2 The Prices along with price related conditions shall be filled online in the Price-Bid format available under "Notes and price bid attachments" tab of ONGC's e-bidding portal. Any documents sought to be attached with price bid shall also be attached at appropriate place.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Appendices 1,2,3,5,6,7,8,10,11 of Annexure-I and Bidders Response Sheet of annexure-VII. The above appendices shall be duly filled in without any alteration to ONGC's proforma whether quoting for full items or not. The above appendices and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the un-priced bid folder.

The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

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

7.4 The bid proforma referred to above, if not attached in unpriced bid folder or if attached but not duly filled in will be liable to result in rejection of the bid.

7.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.

7.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC. 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.

7.7 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorised agents in India, if any.

7.8 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company. **Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed.**

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

7.10 The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be uploaded with unpriced bid. ONGC may reject outright any bid not supported by adequate proof of the signatory's authority.

7.11 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this bidding document are acceptable to it in toto.

7.12 –Deleted–

7.13 –Deleted–

7.14 **Joint venture bids and consortium bids where consortium bids are specifically allowed as per provisions under clause 1.3 above:**

(a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia/Joint Ventures. In their own interest, before forming a Consortium, the bidders/ individual constituents of the Consortium are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium/joint venture.

(b) In the event that the successful bidders is a joint venture formed of two or more companies, the Company requires that the parties to the joint venture accept joint and several liability for discharging all obligations under the Contract.

(c) The tender document can be purchased in the name of any of the constituent (Leader or member) of the Consortium.

(d) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader. However, Integrity Pact should be signed by all the constituents of the Consortium.

(e) Leader of the Consortium on behalf of the Consortium shall co-ordinate with ONGC during the period the bid is under evaluation and also during the execution of the contract, if the same is awarded. ONGC shall correspond / communicate only with the leader of a Consortium and like-wise, the leader of the Consortium only should communicate with ONGC on behalf of the Consortium. No cognizance shall be given to communication received directly from other consortium members. The Leader of the Consortium shall also be responsible for resolving dispute / misunderstanding / undefined activities, if any, amongst all the constituents of the Consortium.

(f) Any correspondence exchanged between ONGC and the Leader of Consortium shall be binding on all the constituents of the Consortium. The Leader of the Consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of Work' of the tender. This confirmation should be submitted along with the techno-commercial bid.

(g) Contract, if awarded, shall be in the name of the Consortium clearly specifying the names of all the constituents and also mentioning that the Consortium is led by which constituent. Accordingly, EMD/Bid Bond and SD/PBG shall be submitted in the name of the Consortium clearly specifying the names of all the constituents along with that of the leader.

(h) In the event of award of contract to the Consortium, the contract shall be signed by each constituent of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) from

each constituent authorizing the Leader of the Consortium to sign the contract on behalf of the individual member of the Consortium. Irrespective of whether the Contract is signed by all the constituents of the Consortium or by the Leader of the Consortium, all the constituents of the Consortium shall be jointly and severally responsible for satisfactory execution of the contract.

(i) Payment for work done under the contract shall be made by ONGC only to the Leader of the Consortium. However, in case payment is to be made directly to each constituent corresponding to their part of the scope of work, the same shall be clearly indicated in the bid along with the constituent-wise details of the price break-up.

(j) No alteration or modification in the constituents or composition of a Consortium shall be permitted after submission of bid and also after award of the Contract during currency of the contract. A constituent of the Consortium shall be allowed to undertake and carry out only that activity for which that constituent has been evaluated and qualified technically.

(k) -Deleted -

(l) A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender.

(m) Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.

(n) In case of award to the consortium, only the leader of the Consortium shall submit the PBG for the entire requisite amount of the PBG on behalf of the Consortium.

8.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

8.1 Advice to bidders for avoiding rejection of their offers:

ONGC has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible for ONGC to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to ONGC's terms, conditions and bid evaluation criteria of the tender. Bids not complying with ONGC's requirement may be rejected without seeking any clarification.

8.2 Submission of 'Bid Matrix' duly filled-in, to re-confirm compliance with tender requirements:

Bidders should submit the 'Bid Matrix' (as enclosed with the bid document) duly filled-in, so as to re-confirm compliance with each of the requirements of BEC and other important conditions of the tender. Each such confirmation should be clearly stated in the 'Bid Matrix' indicating "Confirmed" or "Not Confirmed", as applicable. Further, against each such confirmation, bidders should also indicate the reference/location (page No. / Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document. **Each entry in the 'Bid Matrix' must be filled-in.**

Further, the 'Bid Matrix' should be digitally signed by the bid signatory and uploaded in the un-priced bid folder.

Bidders are advised to ensure submission of the 'Bid Matrix', duly filled-in as per above requirements, for avoiding rejection of their offers.

9.0 DOCUMENTS COMPRISING THE BID

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

a) **Online priced bid format**

b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the ONGC's satisfaction:

(i) that the Bidder has the financial capability necessary **as per clause B.2.6.0 of BEC** to perform the Contract;

(ii) that the Bidder meets ***all*** the criteria prescribed in the Bid Evaluation Criteria (Annexure-IV).

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

(i) The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

1) A detailed description of essential technical and performance characteristics of the services.

2) An item by item commentary on the ONGC's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.

d) Bid security.

e) Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/representative/retainer, permanent income tax account number of foreign bidder and amount of commission or other payments. ***If no such agent/consultant/representative/ retainer is involved, the same should be explicitly stated in the techno-commercial bid.***

f) Integrity Pact(IP) ~~(applicable for tenders above Rs 1 crore)~~

Scanned copy of Integrity Pact duly signed on all the pages by the same signatory who is duly authorized to sign the bid digitally shall be uploaded with techno-commercial bid.

g) The bidder should submit a declaration to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.

h) Copy of valid Udyam Registration Certificate, (as notified vide Gazette notification no. S.O. 2119(E) dated 26.06.2020(as amended) issued by Ministry of Micro, Small and Medium Enterprises) if bidder is a Micro or Small Enterprises (MSE)

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

i) Scanned copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder—when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only, shall be uploaded with techno-commercial bid

Scanned copy of the notarized true copy of the "Power of Attorney" uploaded with the techno-commercial bid shall also be accepted, if the power of attorney is a general "Power of Attorney".

However, ONGC reserves right to seek original Power of Attorney (when the power of attorney is a special "Power of Attorney " relating to the specific tender of ONGC only) / notarized true copy (when Power of

Attorney is a general Power of Attorney) at any time during the processing of tender and execution of contract.

j) ONGC reserves right to seek in physical form original/notarized true copy of any document uploaded in digital form, at any time during the processing of tender and execution of contract.

k) If bidder is a Start-up (Definition of "Startup" shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt of India) and willing to avail the relaxations as stipulated in tender document, then they should submit the following documents:

(i) Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner.

(ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.

10.0 PRICE SCHEDULE

10.1 The Bidder shall fill in completely all fields in the online price bid format in respect of services quoted including but not limited to prices and pricing conditions.

10.2 Bid Prices

10.2.1 The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable).

10.2.2 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

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

10.3 (a) CONCESSIONS PERMISSIBLE UNDER STATUTES

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. ONGC will not take responsibility towards this. However, wherever required and applicable, ONGC shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions.

Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.

10.3 (b) Undertaking to provide necessary documents, for enabling ONGC to avail Input tax credit benefits under GST legislation. ~~(Not applicable for bidder under composition levy of the GST legislation)~~

Further, the bidders shall undertake to provide all the necessary compliances / invoice /documents for enabling ONGC to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract (if awarded). The successful bidders should provide Tax Invoice issued under GST legislations.

The successful bidders should upload the details of the invoices raised on ONGC on the GST Network within the prescribed time limits and undertake to adhere to all other compliances under the GST regulations/ legislations.

In case any credit, refund or other benefit is denied or delayed to ONGC due to any non-compliance of GST legislation by the bidder such as failure to upload the details of the supply on the GSTN portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder, the bidder would reimburse the loss to ONGC and/ or ONGC may recover the same, but not limited to, the tax loss, interest and penalty.

10.4 INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate and personal tax.

10.5 GST Liability on Supply of Services:

~~10.5.1 In accordance with the notification no.10/2017 Integrated Tax (rate) dated 28.06.2017 (as may be amended) issued under GST legislations, the liability to pay 100% GST is on ONGC. Hence, the Bidder shall not include GST in their quoted prices for the Services falling in the above notification.~~

The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the description of the respective service (as per GST rules) under which the GST is payable.

In the contracts involving multiple services or involving supply of certain goods or materials (which should be consumable in nature forming part of taxable service) along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and quote GST as applicable for the taxable services and/or goods).

In case the GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST and ONGC will not entertain any future claim in respect of GST against such offers.

In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

a) Payment towards GST shall be restricted to the GST amount as charged on the 'Tax-Invoice' or the quoted GST rate, whichever is lower unless the same is due to applicability of change in law clause. ONGC shall have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) ONGC will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

(i) (Applicable for Indigenous tenders):

The Service Provider should have a valid GST registration certificate under GST legislation and a copy of such registration certificate should be submitted along with the offer.

~~(Applicable for ICB tenders):~~

~~The Service Provider (other than the Service Providers supplying services from outside India and not required to be Registered under GST Law) should have a valid registration Certificate under GST legislation and a copy of such registration certificate should be submitted along with the offer.~~

~~In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same at least two weeks before submission of first invoice.~~

Service to be provided from outside the taxable territory of India :

As per GST rules, for Services received by ONGC in Taxable Territory of India from a Service Provider from outside the taxable territory of India, who is not required to be Registered under GST Law, the liability to pay GST lies with ONGC. Therefore, such Bidder shall not include GST in the quoted prices, but shall submit a declaration to the effect that they are not required to take GST Registration in the State of Supply as per GST Provisions. However, at the time of evaluation, GST as applicable shall be loaded on the portion of services which attract GST.

In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services and / or goods separately, the GST will be loaded on entire quoted / Contract value for evaluation considering higher rates, if any, as per the provisions of the statute.

10.5.2 In case Contract executing office(s) based on the tender scope of work are different from bidding office of bidder, the bidder shall also provide details of Contract executing office(s) based on the tender scope of work in their bid duly indicating/providing their respective ONGC Vendor Code (if already available). In case ONGC vendor code is not available for such contract executing location of bidder, GSTIN and Bank account details etc. shall also be submitted by bidders in their bid for creation of vendor code for such office.

If bidder indicates that details like GSTIN and Bank account details etc. of the office identified by bidder in their bid for executing work, would be provided only after they emerge as successful bidder, they shall provide the same at least 15 days before submission of first invoice, Such bidder shall provide an undertaking to this effect.

11.0 BID CURRENCIES ~~(Applicable for ICB tenders only)~~

~~11.1 The Bidders are to quote firm prices. They may bid in any currency (including Indian Rupees). Payment will be made accordingly. However, the payment towards GST will be made by ONGC in Indian Rupees as per actuals. For this purpose the amount of GST paid as per the invoice signed by the officer duly authorized for the purpose will be taken into account. The freight and insurance elements must be quoted by Indian bidders in Indian Rupees only and payment will be made accordingly.~~

~~Currency once quoted will not be allowed to be changed.~~

11.2 BID CURRENCIES (Applicable for Indigenous tenders only)

Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered.

12.0 MODE OF PAYMENT

In all cases, except the cases involving payment through 'Letter of Credit' or payment in Foreign currency, ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with their offers :

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit)
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFTCode (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST registration number.
8. e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."

9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the “Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)”. If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, alongwith valid documentary evidence.

The bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

12.1 Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961): Not Applicable

Foreign bidders should invariably submit (alongwith their bid) the following particulars, which are required to be furnished by ONGC to Income Tax Department for complying with the requirements for making remittances to non residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) ~~Whether the non resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non resident carries on business activities in relation to its engagement by ONGC and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent?~~
- (ii) ~~Whether by carrying on activities in relation to its engagement by ONGC, the non resident constitutes an Installation/Construction PE or a Service PE, or a PE in any other manner, in India in terms of the DTAA between India and his country of tax residence?~~
- (iii) ~~If the non resident has PE in India, whether the remittances to be made to him under his engagement by ONGC are attributable to such PE?~~
- (iv) ~~If the remittances to be made to the non resident under his engagement by ONGC are attributable to a PE which it has in India, what quantum of the profits resulting to the non resident from his engagement by ONGC, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?~~
- (v) ~~If no part of the remittances to be made to the non resident under his engagement by ONGC is attributable to a PE which it has in India, what are the reasons for the same?~~
- (vi) ~~Non resident's complete address (not necessarily in India).~~
- (vii) ~~If the non resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?~~
~~If the non resident does not have a PAN but has a Tax Identification Number (TIN) allotted in his country of tax residence, what is that TIN?~~
- (viii) ~~Country of tax residence of the non resident supported by a Tax Residency Certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory.~~
- (ix) ~~In accordance with Rule 21AB of the Income tax Rules, 1962, along with the TRC, the non resident shall also furnish the requisite information in the prescribed Form '10F' which is enclosed as Appendix -11 at Annexure I of the tender document (suitable appendix No. to be indicated by the work center).~~
- (x) ~~If it is not possible for the non resident to obtain & submit Tax Residency Certificate and Form No. 10F to ONGC within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of _____ (the specified country) and that he shall obtain and provide the~~

~~TRC and Form No. 10F to ONGC before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.~~

- ~~(xi) Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.~~
- ~~(xii) Non-resident's e-mail address.~~
- ~~(xiii) Non-resident's phone number with International Dialling code.~~
- ~~(xiv) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.~~

~~In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.~~

~~Bidders should note that any delay in submission of TRC/PE information within the specified time may lead to the Income Tax Department directing ONGC to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.~~

13.0 CONCESSIONAL RATE OF CUSTOMS DUTY and GST

In terms of SI No 404 of Customs notification No. 50/2017-Customs dated 30.06.2017 and amended vide Customs Notification No. 02/2022-Cus dated 01.02.2022 & 40/2022-Customs dated 13.07.2022 (As amended from time to time), the goods specified in list 33 imported in relation with Petroleum operations will attract 12% Customs Duty (BCD Nil & IGST @12%), for which, ONGC is eligible for its nominated blocks or NELP/other eligible blocks. Hence, ONGC will issue required undertaking/certificate as per Government guidelines so as to enable the contractor to import goods against concessional rate of Custom Duty provided these are specified in the list 33 of said Customs notification.

All imports and import clearance under the contract including payment of Customs Duty either for items covered under above referred list 33 or otherwise shall be the responsibility of the bidder. ONGC will not provide any assistance in this regard.

Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 12% Customs Duty. ONGC is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 12% Customs Duty by any of the authorities.

The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

Similarly, the such specified goods required for petroleum operations if procured from domestic sources would attract 12% concessional Rate of GST (IGST or CGST & SGST/UTGST) as per GST-Rate Notification No. 3/2017 dtd. 28.06.2017 and amended vide Notification No. 08/2022 dtd. 13.07.2022 against issuance of EC by DGH for which ONGC shall issue the recommendatory letter.

Note: The required certificate/undertaking will be given only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

13.2 Re-export of equipment, unutilised spares etc:

The equipment, unutilized spares, accessories etc. imported to India for providing service needs to be re-exported by the bidder upon the completion of the terms of contract or any extended period thereof at their own expense. Bidder must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of contract, would be re-exported at his own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". Immediately after re-export, bidder would furnish to ONGC, details and other relevant documents as a proof of re-export. In case of non-observance of formalities of any provisions of the Customs Act or any other act of Government of India, the contractor shall be held solely responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non compliance of these provisions will be treated as breach of contract and their performance bond will be forfeited.

13.3 - Deleted

13.4 As the above statutory provisions are frequently reviewed by the Govt., the bidders are advised to check the latest position in their own interest and ONGC will not bear any responsibilities for any incorrect assessment of the statutory levies by any bidder.

14.0 VAGUE AND INDEFINITE EXPRESSIONS

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

15.0 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE (Applicable for ICB tenders only) Not Applicable.

~~15.1 — ONGC would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/Representative/ Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/Retainer/ Associate in India. The principal will also have to broadly list out such services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.~~

~~15.2 — In the event bidder is having an Agent/Consultant/Representative/ Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the~~

~~name of such an Agent/Consultant/Representative/Retainer/ Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/ Consultant/ Representative/ Retainer/ Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to ONGC. Such remuneration/commission will be paid by ONGC in non convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of ONGC. Failure to give such information will lead to rejection of the offer.~~

The following particulars will also be furnished by the bidder:

- ~~(i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/ Retainer/Associate in India.~~
- ~~(ii) The mutual interest which the manufacturer/principal and the Agent/Consultant/Representative/Retainer/Associate in India have in the business of each other.~~
- ~~(iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.~~
- ~~(iv) Permanent Income Tax account number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.~~
- ~~(v) Permanent income tax account number of foreign supplier.~~
- ~~(vi) All services to be rendered by the Agent/ Consultant/Representative/ Retainer/Associate.~~
- ~~(vii) Undertaking from the Agent/ Consultant/ Representative/ Retainer/ Associate declaring that he is not representing any other Bidder in the instant Tender.~~

~~Note: Tenders which do not comply with the above stipulations are liable to be ignored.~~

~~15.3 Overseas bidder should submit their bids directly and not through Agent/Consultant/Representative/Retainer/Associate. Bids made by Agent/ Consultant/ Representative/ Retainer/ Associate will not be recognised. Agent/Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to attend bid opening provided such an Agent/Consultant/Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to ONGC in advance for scrutiny and acceptance or otherwise.~~

16.0 PERIOD OF VALIDITY OF BIDS

16.1 The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (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.

16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the ONGC may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

17.0 BID SECURITY

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

17.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security.

~~MSEs possessing valid Udyam Registration Certificate as notified vide Gazette notification no. S.O. 2119(E) dated 26.06.2020(as amended) issued by Ministry of Micro, Small and Medium Enterprises are also exempted from payment of Bid Security and will be eligible for other benefits as per PPP for MSEs order,2012, subject to following conditions:~~

~~a. Bidder submits the copy of valid Udyam Registration Certificate as Micro or Small Enterprise.~~

17.2.1 Firms Recognized as 'Startup' by DPIIT(Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry GOI) will also be exempted from furnishing bid security / earnest money deposit, subject to submission of documents as mentioned at *Clause 9.1(k) of Service Contract*, above.

17.3 Bidders not covered under Para 17.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. However, the bidder paying bid security via NEFT/RTGS/Electronic fund transfer shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security and details of payment thereof with the offer (with techno-commercial bid in case of two bid system). The amount for bid security has been indicated in the "Invitation For Bid" (to be supplied separately with each tender).

The Bid Security shall be denominated in Indian Rupees by Indian bidders and in US Dollars by the foreign bidders.

Bid Security from foreign bidders shall also be acceptable in Indian Rupees. In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per APPLICABLE Indian law is to be fulfilled by the concerned foreign bidder.

In such cases, the refund (as applicable) to Foreign bidders will be in Indian Rupees only and for that Foreign bidder should have Bank account in India.

17.4 The Bid Security shall be acceptable in any of the following forms:

- i) Electronic Bank Guarantee (e-BG) in the prescribed format as per Appendix 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The e-bank guarantee by Indian bidder will have to be given e-stamping as per stamp duty applicable at the place from where the bid has emanated. The e-stamping should be either in the name of the issuing bank or the bidder.

The bidders will give Electronic Bank Guarantee from any of the following categories of Banks:

Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank and amount in their bid.

- ii) Confirmed irrevocable Letter of Credit, as per prescribed format at Appendix 4A valid for 30 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.
- iii) NEFT/RTGS/Electronic fund transfer to account of ONGC as per following details:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited

Bank Name: State Bank of India

| | | |
|---------------------------|---|---|
| Bank details | INR (For Indian Bidder) | USD (For Foreign Bidder) |
| Beneficiary Account Name: | Oil and Natural Gas Corporation Limited | |
| Bank Name | State Bank of India | |
| Branch | Govt Colony Bandra East, Government colony Bandra East Branch, J.L.Education Society Building, Bandra East, Mumbai 400051 | STATE BANK OF INDIA, BACKBAY RECLAMATION, PB NO. 11642, 1ST FL TULSIANI CHAMABERS, NARIMAN POINT, MUMBAI 400021 INDIA |
| Branch Code | 3838 | 01593 |
| ONGC Account No. | 10816014377 | 10972426018 |
| IFSC | SBIN0003838 | SBIN0001593 |
| Swift Code | SBININBB | SBININBB107 |

Nostro /corresponding bank details for USD Currency

| NAME OF BANK | CURRENCY | A/C NUMBER | SWIFT CODE |
|--------------|----------|------------|------------|
|--------------|----------|------------|------------|

| | | | |
|--------------|-----|----------------|----------|
| SBI New York | USD | 77600125220002 | SBINUS33 |
|--------------|-----|----------------|----------|

The bidder shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security amount to the designated account of ONGC, and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of ONGC on or before due date and time of Tender closing. If required, ONGC reserve right to obtain confirmation regarding date and time of credit of Bid Security/EMD amount to its account from concerned bank. The decision of ONGC in this regard shall be final and binding on the bidder. In case amount has been credited to ONGC's designated account after tender closing, such amount shall be refunded back to bidder within 10 days.

In their own interest bidders submitting EMD/Bid Security via NEFT/RTGS/Electronic fund transfer are advised to complete the transaction atleast 24 hours before bid closing date.

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

17.6 Subject to provisions in para 17.2 above, offers without Bid Security will be ignored.

17.7 The Bid Security shall be forfeited by ONGC 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 ONGC during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. ONGC shall be entitled to demand and recover from bidder Liquidated damages amount thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.
- e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/ certificates/ information towards fulfilment of any of the tender/contract conditions.

17.8 The Bid Security of unsuccessful Bidders will be returned on finalisation of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

Note: The bid security received via NEFT/RTGS/Electronic fund transfer, shall be refunded/returned as per tender conditions, to the same account from which payment of bid security was made to ONGC.

17.9 SUBMITTING COPIES OF DOCUMENTS THROUGH e-BIDDING ENGINE AND SUBMISSION OF ORIGINAL DOCUMENTS.

In accordance with the conditions at para 19 below, the bid along with all appendices and copies of documents (except copies of the documents required in physical form) should be submitted through ONGC's e-bidding engine, before the scheduled date and time for the tender closing. Such documents submitted through e-bidding portal should be as per requirements of the tender, valid and legally operative as on the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid System). However, documents required in physical form should be submitted to the purchaser's office (as indicated in "Invitation to Bid") on or before the closing date and time specified for submission of bid through e-bidding portal.

Bidder should ensure to submit original documents in accordance with the bidding document.

17.10 Bidders may also request for release of EMD/bid bond/bid security before tender finalisation against submission of an undertaking as per format given at 17.10.1. However, bidder's request may be considered only under following situations:

- i. Bidder(s) whose bid has been rejected and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.
- ii. Bidder(s) whose bid has been rejected on account of non-extension of bid validity and in case rejection of bid is not an incident that attracts forfeiture of bid security as per tender proviso.
- iii. TA/CA bidder(s) who are not in contention / reckoning for award of contract after price bid opening.

17.10.1 Format for undertaking to be submitted by the bidder alongwith request for release of EMD/bid bond/bid security under para (i),(ii) and (iii) above:

"I(name and designation of authorized signatory) on behalf of M/s(the name of bidder) hereby request to release the bid security submitted with the offer against tender No.....(tender no. to be indicated by

bidder). It is undertaken that any aspect of the tender evaluation process will not be challenged before any forum / authority and the recourse allowed under the bidding conditions for representing / raising dispute will be deemed to have been foregone by M/s(the name of bidder).”

18.0 Offers not submitted through ONGC's e-procurement engine will be rejected.

18.1 Bids uploaded should be signed digitally failing which the same shall be rejected.

D. SUBMISSION AND OPENING OF BIDS

19.0 The bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the 'document area in C-folder' through ONGC's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered.

The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Annexure VII (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid. The Price bid shall contain only the prices duly filled in the on-line price format (Price Format in excel sheet under "Notes and Price bid attachments" tab) of ONGC's e-procurement engine. Bidders shall necessarily use the same excel sheet for price bid. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance

20.0 DEADLINE FOR SUBMISSION OF BIDS

20.1 The duly completed bid with no system error message can be 'submitted' in e-procurement portal any time before the submission deadline is reached. The bidder shall also be permitted to make changes in his bid and re-submit the same in e-procurement portal till the submission dead line. The final submitted version of bid only shall be considered by ONGC.

20.2 No bid can be submitted after the submission dead line is reached. The system time that will be displayed on e-procurement web page shall decide the submission dead line.

20.3 All the documents required to be submitted in physical form as per para 19.0 above, should positively reach to the purchaser's office on or before 1600 Hrs. of the closing date specified for submission of bid through e-bidding portal.

[Wherever any other time for receipt of documents have been specified in the tender document, same should be followed in place of 1400 Hrs.]

21.0 LATE BIDS

21.1 Bidders are advised in their own interest to ensure that bid is uploaded in system well before the closing date and time of the bid.

Bidders to also ensure that Physical document i.e. Bid Security (if not submitted through NEFT/RTGS/Electronic fund transfer to account of ONGC) should also reach the specified office well before the due date and time mentioned in the bid.

21.2 -Deleted-

22.0 MODIFICATION AND WITHDRAWAL OF BIDS

22.1 No bid may be modified after the dead line for submission of bids.

23.0 OPENING OF BIDS

23.1 The un priced bid will be opened at 1630 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The opening report giving details of bids received shall be uploaded in system for viewing by all bidders participating in the tender. The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix-7 hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

23.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

23.3 Bidders whose bid have been rejected during techno-commercial evaluation, shall be informed about the reasons for rejection of their bid through official e-mail id mentioned in the bid. Such bidders can review reason for rejection of their bid and raise a one-time representation to challenge rejection for any incorrect disqualification within 2 days of such intimation.

E. EVALUATION OF BIDS

24.0 EVALUATION AND COMPARISON OF BIDS

24.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-IV.

24.2 CLARIFICATIONS OF BIDS:

24.2.1 During evaluation of bids, Purchaser may at its discretion ask the Bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

25.0 UNSOLICITED POST TENDER MODIFICATIONS:

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

25.2 In case certain clarifications are sought by ONGC after opening of bid then the reply of the Bidder should be restricted to the clarification sought. Any bidder who modifies his bid (including all modifications which have the effect of altering his offer) after the closing date, without any specific reference by ONGC, shall render his bid liable to be ignored and rejected without notice and without reference to the bidder.

26.0 EXAMINATION OF BID

26.1 The ONGC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

26.2 The ONGC 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.

27.0 SPECIFICATIONS:

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

28.0 CONVERSION TO SINGLE CURRENCY (Applicable for ICB tenders only): Not Applicable

~~To facilitate evaluation and comparison, the ONGC will convert all bid prices expressed in the amounts in various currencies in which bid prices are payable utilising the currency, source and date of exchange rate specified in the Evaluation Criteria of Bid Evaluation Criteria at Annexure IV.~~

29.0 PURCHASE PREFERENCE POLICY(IES):

29.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES: Not Applicable.

29.2 Public Procurement (Preference to Make in India) Order 2017" (MII) (as amended from time to time) of Department for Promotion of Industry and Internal Trade, read with Ministry of Petroleum & Natural Gas Notification dated 26.04.2022 on PPP-MII Order (as amended from time to time) :

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| 29.2.1. | Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time, shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications as mentioned in MoPNG notification(as amended from time to time). |
| 29.2.2. | <u>Definitions</u> |
| 29.2.2.1 | <p>'Local content ' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>In terms of DPIIT Circular No. P-45021/102/2019-BE-Part(1)(E-50310) dated 04.03.2021, the bidders offering imported products will fall under the category of Non local Suppliers.</p> <p>In terms of Ministry of Petroleum & Natural Gas Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022, Local value addition through services such as transportation, insurance, installation, commissioning, and training and after sales services support like AMC/ CMC etc. shall be considered in local content calculations.</p> |
| 29.2.2.2 | 'Class-I local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order. |
| 29.2.2.3 | 'Class-II local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order. |

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| 29.2.2.4 | 'Non - Local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II local supplier' under this Order. |
| 29.2.2.5 | 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation. |
| 29.2.2.4 | 'Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. |
| 29.2.2.5 | 'Nodal Ministry ' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works. |
| 29.2.2.6 | 'Procuring entity ' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act. |
| 29.2.2.7 | 'Works' will also include 'turnkey works'/LSTK Contracts. |
| 29.2.3 | <p>Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'</p> <p>(a) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid.</p> <p>(b) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p> |
| 29.2.3A | <p>Purchase Preference</p> <p>(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>(b) In the procurements, which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier', as per following procedure:</p> <p>i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.</p> <p>ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p> |

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| | <p>(c) In the procurements of goods or works , which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier ', as per following procedure:</p> <ol style="list-style-type: none"> Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder. |
| | <p>(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p> |
| 29.2.3B. | <p>Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier', as per following procedure:</p> <ol style="list-style-type: none"> Only 'Class I local suppliers' and 'Class II local suppliers' are eligible to participate in the bidding process as per provisions of this Order. If Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender , the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents . However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class I local supplier', does not qualify for purchase preference because of aforesaid constraints or |

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| | does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on. |
| 29.2.4 | Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively. |
| 29.2.5. | Margin of Purchase Preference: The margin of purchase preference shall be 20%. |
| 29.2.6. | Verification of local content: <ol style="list-style-type: none"> The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints. Nodal Ministries and procuring entities may prescribe fees for such complaints. False declarations will be in breach of tender conditions for which a bidder or its successors can be debarred for up to two years as per ONGC Banning provisions along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the PPP-MII Order issued by DPIIT (as amended). |

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| | h) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted. |
| 29.2.7. | Reciprocity Clause i Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation. ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time. |
| 29.2.8. | Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content. |
| 29.2.8A | In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner. |

29.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 (DoE O.M. No. No. F.1/4/2021-PPD dated 18.05.2023): Not Applicable

~~1. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:~~

| Category | Terminology |
|---|---|
| Supplier is both MSE & Class-I local supplier. | "MSE-Class-I local supplier" |
| Supplier is MSE but not Class-I local supplier. | "MSE but non-Class-I local supplier" |
| Supplier is not MSE but is Class-I local supplier. | "Non-MSE but Class-I local supplier" |

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| Supplier is neither MSE nor Class-I local. | "Non-MSE non-Class-I local supplier" |
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~~2. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:~~

~~a) Items covered under Para 3(a) of PPP-MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:~~

~~(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.~~

~~(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.~~

~~b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:~~

~~(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.~~

~~(ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.~~

~~c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:~~

~~c(a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:~~

~~(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.~~

~~(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.~~

~~(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.~~

~~(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure-PP).~~

~~c(b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:~~

~~(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.~~

~~(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.~~

~~(iii) If conditions mentioned in sub-paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:~~

~~A. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is to be awarded to L-1.~~

~~B. L-1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept purchase preference to be given to Class-I Local supplier as per PPP-MII Order.~~

~~If Class I Local supplier also not eligible/ does not accept contract to be awarded to L-1.~~

- ~~d) Items reserved for both MSEs and Class I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class I local suppliers. Hence, only "MSE Class I local supplier" are eligible to bid for these items. Non-MSEs/Class II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.~~

~~Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.~~

30. CONTACTING THE ONGC

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

F. AWARD OF CONTRACT

31.0 AWARD CRITERIA.

The purchaser will award the contract to the successful bidder whose bid has been determined to be **in full conformity to the bid documents** and has been determined as the lowest evaluated bid.

32. ONGC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

32.1 ONGC reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for ONGC's action. The ONGC also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

33.0 NOTIFICATION OF AWARD (NOA)

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

33.2 The notification of award will constitute the formation of the contract.

33.3 Upon the successful bidder's furnishing performance security, pursuant to clause 36, the contract shall be signed between the parties as per clause 35.0.

34.0 **MOBILISATION PERIOD:** Refer Special Conditions of Contract and Scope of Work.

~~Successful bidder shall be required to mobilise complete equipment along with crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum of ... days from the date of Fax order / LOI / NOA.~~

35.0 SIGNING OF CONTRACT

35.1 The successful bidder is required to sign a ***formal detailed*** contract with ONGC within a maximum period of **30** days of date of Fax order / LOI / NOA. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of ONGC, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on adhoc basis, till formal signing of the contract, after which the balance of due payments shall be released / adjusted against regular bills. However no payment will be made and mobilisation will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at Annexure-II of the tender.

36.0 PERFORMANCE SECURITY

36.1 Within 15 (fifteen) days from the date of issue of LOA/NOA by ONGC, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided at Appendix 1 of Annexure-II of the bidding documents, or another form acceptable to the ONGC.

36.2 Failure of the successful Bidder to comply with the requirement of clause 36.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause 17.7(c).

36.3 The Performance Guarantee will be returned within 60 days of completion of contract in all respect/delivery period as per contract / supply order.

37.0 CORRESPONDENCE.

37.1 ONGC's Telephone No. is +91 22 2656 2263/ 2264 / 3273.

37.2 All correspondence from Bidders/ contractor shall be made to the office of the Purchase Authority from where this tender has emanated.

37.3 All correspondence shall bear reference to bid number.

38.0 REPRESENTATION FROM THE BIDDER:

38.1 The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Purchase Authority (CPA) i.e. to **Shri Ravi Shankar, ED- Asset Manager, 8th Floor, Vasudhara Bhavan - ONGC, Bandra (East), Mumbai- 400 051.**

38.2 **Raising Disputes / Complaints.**

Curriculum Vitae of Independent External Monitors (IEMs) are placed permanently on the home page of ONGC's website www.tenders.ongc.co.in. The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC or with concerned Director of ONGC or directly with the IEM c/o Chief Vigilance Officer, ONGC, Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070."

Note:

- (i) IEMs would not consider any representation received after the oral submission has already been made by the representing bidder unless some additional documents or clarifications have specifically been sought by IEMs from the representing bidder.
- (ii) IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP.
- iii The name and e-mail IDs of the IEMs appointed in ONGC are as under:
 - 1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)
 - 2. Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)
 - 3. Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com)

39.0 UNSOLICITED COMMUNICATIONS:

In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis), 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 directly and only to the Competent Purchase Authority (CPA) as mentioned in the tender document. However, if such representation is found by CPA to be un-substantiated and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

In case, any bidder while making such representations to Competent Purchase Authority (CPA) also involves other officials of ONGC 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.

40. Submission of forged documents:

Bidders should note that ONGC may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the

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

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

41. ONGC's Policy on Climate Change and Sustainability

Bidders should simply confirm that they have read the ONGC's following "Policy on Climate Change & Sustainability" and they are working upon to develop their policy as well.

- i. ONGC is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
- ii. ONGC shall endeavour for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
- iii. ONGC shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner.
- iv. ONGC shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
- v. ONGC's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.
- vi. ONGC shall endeavour to develop new business opportunities through investment in climate change.
- vii. ONGC shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
- viii. Above all, ONGC shall make sustainability a foundation of our business strategy.

41.1 Fraud Prevention Policy of ONGC.

Fraud Prevention Policy of ONGC is available at ONGC's public portal <http://www.ongcindia.com/>, the **bidders shall be required to certify that** they have read the Fraud Prevention Policy of ONGC and they would adhere to the same and shall

not indulge themselves or allow others to indulge in fraudulent activities and that they would immediately apprise the ONGC of the fraud/suspected fraud as soon as it comes to their notice.

42. GST LEGISLATIONS:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the Bidder and ONGC:

- i. the Central Goods & Services Tax Act, 2017;
- ii. the Integrated Goods & Services Act, 2017;
- iii. the Union Territory Goods & Services Tax Act, 2017;
- iv. the respective State Goods & Service Tax Acts’
- v. the Goods and Services (Compensation to States) Act, 2017
- vi. the Customs Act and the Customs Tariff Act.

43. Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System(TReDS) platform:

Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on Buyers (i.e. ONGC’s) credit rating by discounting MSMEs trade receivables through an auction mechanism where multiple financiers can participate and bid, ONGC has registered itself on TReDS platform with M/s RXIL, M/s MYND Solution and M/s A TREDS Ltd. (Invoice Mart). Now MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided ONGC is also participating in such TReDS Platform as a Buyer. Such exchanges with participation of ONGC will be notified from time to time. Currently the exchanges are M/s RXIL, M/s MYND Solution and M/s A TREDS Ltd. (Invoice Mart).

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer’s breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

3. ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor’s) invoices.

Note:

(i) Buyer means ONGC who has placed NOA/Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded NOA/Purchase Order/Contract by the ONGC (Buyer).

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

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

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

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6) **CERTIFICATE REGARDING COMPLIANCE:**

a) Bidders shall submit following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender."

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

- b) [To be inserted in tenders for Service Contracts/Works Contracts including Turnkey contracts-] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."

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

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

The above certificate shall form part of PO/contract.

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

- 7) Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or

- in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- 8) 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

Bidder to comply with provisions of O.M. No. 7/10/2021-ppd(1) 23.02.2023

45. New vendor development through development order process (Applicable for Oil Field Services): **Not Applicable** (Circular No. 46/2021 dated 23.12.2021)

46. Registration of Vendors in Government e-Marketplace: Not Applicable (Circular No. 67/2020 dated 29.12.2020)

47. POLICY OF RELAXATIONS TO STARTUPS (Circular No.08/2021 dated 22.03.2021)

47.1 The definition of "Startup" shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt of India.

47.2 In case Start-up does not meet the Experience Criteria as per BEC, Start-up can submit their detailed proposal separately, and not against the instant tender requirement, for Development Order to Head INDEG, Oil and Natural Gas Corporation Ltd, Deendayal Urja Bhawan, 5-A Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 at the e-mail id as designated for this purpose on ONGC tenders website (www.tenders.ongc.co.in) about its product/services along with the documents as mentioned at clause *Clause 9.1(k) of Service Contract*, above.

Note:

Start-ups, even after successful execution of development order, shall be required to meet experience requirement as stipulated in tender in full and no relaxation from 'Prior experience Criteria' will be provided.

Appendix - 1

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:

B&S Asset, Oil & Natural Gas Corporation Ltd.,
B Wing, 2nd floor, Vasudhara Bhavan,
Bandra(E), Mumbai – 400 051

Dear Sirs,

We hereby acknowledge downloading from complete set of e-Bidding documents pertaining to providing of **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC** against tender no. **Q15HC23009**.

We have noted that the closing date for receipt of the tender by ONGC is _____ at 1600 hrs. (IST) and opening at 1630 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 ONGC and that the said documents are to be used only for the purpose intended by ONGC.

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

Click here to enter text.
Click here to enter text.
Click here to enter text.

TELEX NO: Click here to enter text.

FAX NO: Click here to enter text.

TELEPHONE NO: Click here to enter text.

PERSONAL ATTENTION OF:
(IF REQUIRED)

Yours faithfully,
(BIDDER)

Note : This form duly filled and digitally signed should be uploaded along with offer.

Appendix-2

Tender No: Q15HC23009

B&S Asset, Oil & Natural Gas
Corporation Ltd., B Wing, 2nd Floor,
Vasudhara Bhavan,
Bandra(E), Mumbai – 400 051

Contractor's Telegraphic Address :Click here to enter text.

Telephone No. Click here to enter text.

TELEX NO: Click here to enter text.

FAX NO: Click here to enter text.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till **90** days after the last date fixed for the receipt of the bids.

2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure IV and accepted the "General Terms and Conditions" at Annexure II for providing services and have thoroughly examined and complied with the specifications, drawings, Special Conditions of Contract and/or pattern stipulated at Annexure III hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender:-
Click here to enter text.

4. **Agreement at Appendix 3 on Bidding documents and submission of Tender has been duly signed and uploaded.**

Yours faithfully,

Signature of Bidder

Address: Click here to enter text.

Dated: Click here to enter a date.

Signature of witness

Address: Click here to enter text.

Note : This form duly filled and digitally signed should be uploaded along with offer.

Appendix - 3**AGREEMENT****No.** Click here to enter text.**Dated** Click here to enter a date.

To,

The Head MM,
 B&S Asset, Oil & Natural Gas Corporation Ltd.,
 B Wing, 2nd Floor, Vasudhara Bhavan,
 Bandra(E), Mumbai – 400 051

Sub: **BIDDING DOCUMENTS**Ref: **TENDER No.** Q15HC23009

ONGC and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 90 (state the number of days from the last date for the receipt of tenders stated in the NIT) days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They confirm acceptance and compliance with the Integrity Pact in letter and spirit. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by ONGC. The consideration for this separate initial contract preceding the main contract is that ONGC is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 90 (so many) days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with ONGC. ONGC promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, ONGC shall have unqualified, absolute and unfettered right to encash/forfeit the bid security submitted in this behalf.

Yours faithfully

Yours faithfully

(BIDDER)**(ONGC)**

(This agreement duly filled and digitally signed must be uploaded along with offer.)

Appendix - 4**Proforma of Electronic Bank Guarantee (e-BG) towards Bid Security****BID BOND**

Ref. No.....

Bank Guarantee No.....

Dated

To,

Oil & Natural Gas Corporation Ltd.

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070 - India and one of its offices at _____ (hereinafter called 'ONGC' 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 shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees/US Dollars (in figures) _____ (Indian Rupees / US Dollars (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 ONGC 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 _____ 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 ONGC, the amount of Indian Rs. / US\$ (in figures) _____ (Indian Rupees/ US Dollars (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC 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 upto _____ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than _____ (Indicate date of expiry of claim period which includes minimum **one month** period from the date of expiry of this bank guarantee).

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

All Claims of ONGC (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

| | | |
|--------------------------|---|---|
| Beneficiary Account Name | : | Oil and Natural Gas Corporation Limited |
| Bank Name | : | State Bank of India |
| Branch | : | Govt Colony Bandra East, Government colony Bandra East Branch, J.L.Education Society Building, Bandra East, Mumbai 400051 |
| Branch Code | : | 3838 |
| Bank Account No. | : | 10816014377 |
| IFSC Code | : | SBIN0003838 |
| SWIFT Code | : | SBININBB |

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

| NAME OF BANKS | CURRENCY | A/C NUMBER | SWIFT BIC |
|---------------|----------|----------------|-----------|
| SBI Frankfurt | EUR | 52607101120001 | SBINDEFF |
| SBI London | GBP | 35601 | SBINGB2L |
| SBI Tokyo | JPY | 10177001220001 | SBINJPJT |
| SBI New York | USD | 77600125220002 | SBINUS33 |

Any claim under this Guarantee must be received by us on or before _____(Indicate date of expiry of claim period which includes minimum **one month** period from the date of expiry of this bank guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO. 1

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

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

Attorney as per Power of
Attorney No.....

Dated

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to
(insert the address of the tender inviting work centre) only
- (ii) Bank guarantee, duly executed as per the above format, is to 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 receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
3. Please indicate the currency in which Bank Guarantee is being given, either Indian Rupees or US Dollars(USD).
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. The bidders will give Bank Guarantee from any of the following categories of Banks:
 - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

 - (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

 - (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

| | | |
|-------|-----------------------|---|
| (i) | PAN | AAACO1598A |
| (ii) | Name | Oil and Natural Gas Corporation Limited |
| (iii) | Date of Incorporation | 23.06.1993 |
| (iv) | Email ID | nayan_niraj@ ongc.co.in |

| | | |
|--------|---------------------------------------|---|
| (v) | Contact No. | 9968282271 |
| (vi) | Legal Constitution | Entity |
| (vii) | Registered office address | Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 |
| (viii) | Registered office address Pin code | 110070 |
| (ix) | Communication address | ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh |
| (x) | Communication Address Pin code | 201309 |

Appendix-4A

Proforma for Irrevocable Letter of Credit
~~(Applicable for ICB tenders only)~~ Not Applicable

~~(Advising Bank)~~
~~State Bank of India~~

_____ (India)

To,

_____ (Beneficiary)

~~Oil & Natural Gas Corporation Ltd.~~

_____ (India)

~~Irrevocable and confirmed Letter of Credit No.~~

~~Amount : US\$~~

~~Validity of this Irrevocable : (in India)~~
~~Letter of Credit (30 days beyond validity of offer)~~

~~Dear Sir,~~

~~You are hereby authorised to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for US\$ accompanied by a certificate by ONGC Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):~~

- ~~(i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.~~
- ~~(ii) The Bidder varies or modifies its Bid in a manner not acceptable to ONGC Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.~~
- ~~(iii) The Bidder, having been notified of the acceptance of its Bid,~~
 - ~~(a) Fails or refuses to execute the supply order/contract~~
 - ~~(b) Fails or refuses to furnish the Security Deposit/Performance Bank Guarantee (Performance Security) within 30 days before expiry of Bid Security.~~

~~2. This Irrevocable Letter of Credit has been established towards Bid Security against Tender No. for (item).~~

~~3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non acceptance or non payment of Demand Letter (draft) in accordance with the terms of this credit.~~

~~4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.~~

~~5. Please obtain reimbursement as under:-~~

~~6. All foreign as well as Indian bank charges will be on the account of M/s (Applicant)~~

FOR _____

Authorised Signature
 (Original Bank)

Counter Signature

Appendix - 5**CHECK LIST**

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

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

**COMMERCIAL
GROUP 'A'**

1.1 - Deleted -

2.1 Whether Bank Guarantee / proof of opening of Letter of Credit for the requisite earnest money has been enclosed with the offer ?

Yes No Not applicable

2.2 (A) If so furnish the following:-

- (i) Name of the Bank
- (ii) Value
- (iii) Number
- (iv) Date of issue
- (v) Period of validity of the Bank Guarantee/Letter of Credit.

(B) In case bid security is submitted via NEFT/RTGS/Electronic fund transfer to designated account of ONGC. The following details shall be furnished:

NEFT/RTGS/Electronic fund Transfer (Tick mark mode of transaction)

UTR/Transaction No.:

Date & Time of Transaction:

Amount:

Payer's Account No.:

Signature of the Bidder

Payer's Account Name:

Payer's Bank Name & address:

Payer's Bank IFSC Code:

Payer's Bank SWIFT Code:

Bidder shall ensure that tender no. is invariably indicated in the text/remark in online transfer of Bid security/EMD to ONGC'S account.

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

Yes No

4. Has the bidder's past experience proforma (Appendix-6) been carefully filled and enclosed with the offer ?

Yes No

5. Whether charges for training of ONGC officers included in the prices? If not, whether these have been quoted separately.

Yes No Not applicable

6. Whether firm prices have been quoted

Yes No

7. Whether the cost of installation/erection/commissioning at site is included in the prices? If not, whether it has been quoted separately ?

Yes No Not applicable

8. Whether rates have been quoted exactly as per the price bid format?

Yes No Not applicable

9. 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

Signature of the Bidder

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

Secretary

Manager

Partner

Sole Proprietor

Active Partner Pre procuraterium

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

Yes

No

Signature of the Bidder

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-1 of the bidding document duly filled in and a confirmation that clauses of Annexure I and II complied / accepted and enclosed with the offer ?

Yes No

15. Whether required sample asked in bidding document has been submitted alongwith the offer ?

Yes No Not applicable

16. Whether all the clauses of the bidding document are accepted ?

Yes No

17. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder ?

Yes No

18. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

Yes No

Signature of the Bidder

GROUP `B'

(Applicable to indigenous bidders only)

1. Whether a copy of latest income tax clearance certificate has been enclosed ?

Yes No Not applicable

2. Whether details of your registration under GST have been indicated in the offer ?

Yes No

3. Whether the Bidder has quoted after taking into account various incentives and concessions permissible under statutes ?

Yes No Not applicable

Signature of the Bidder

GROUP 'C': Not Applicable
~~(Applicable to foreign bidders only)~~

~~1. Has the Bidder clearly indicated Income Tax Liability both for corporate and personal tax?~~

~~_____ Yes _____ No _____ Not applicable~~

~~2. Whether Bidder has Agent/Representative/Consultant/Retainer/Associate in India and if so whether the Bidder has indicated in the offer the commission/amount payable to him and scope of services to be rendered by him?~~

~~_____ Yes _____ No _____ Not applicable~~

~~3. Whether the Bidder has enclosed with the offer/already sent to ONGC an authority letter/Agreement of his Agent/Representative/Consultant/Retainer/Associate in India spelling out clearly therein the scope of functions and services to be rendered by him and the commission/remuneration to be paid to him in rupees in terms of above referred Agreement on his behalf?~~

~~_____ Yes _____ No _____ Not applicable~~

~~4. Whether the percentage of total payment in non-convertible Indian currency acceptable to you has been indicated.~~

~~_____ Yes _____ No _____ Not applicable~~

~~Signature of the Bidder~~

Technical

(Applicable to both foreign Bidders and indigenous Bidders)

1. Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

Yes

No

2. Whether the materials/services being offered fully conform to the required technical specifications ?

Yes

No

3. If not, specify the extent of deviation and how it is suitable to ONGC's requirement ?

Yes

No

(Signature of the Bidder)

Appendix - 6**BIDDERS PAST SERVICES (SIMILAR) PROFORMA**

| Sl. No. | Name & Address Of Client | Period From | Period Upto | Description Of Services Completed Successfully | Remarks |
|----------------|---------------------------|-----------------------------|-----------------------------|--|---------------------------|
| Choose an item | Click here to enter text. | Click here to enter a date. | Click here to enter a date. | Click here to enter text. | Click here to enter text. |
| Choose an item | Click here to enter text. | Click here to enter a date. | Click here to enter a date. | Click here to enter text. | Click here to enter text. |
| Choose an item | Click here to enter text. | Click here to enter a date. | Click here to enter a date. | Click here to enter text. | Click here to enter text. |
| Choose an item | Click here to enter text. | Click here to enter a date. | Click here to enter a date. | Click here to enter text. | Click here to enter text. |
| Choose an item | Click here to enter text. | Click here to enter a date. | Click here to enter a date. | Click here to enter text. | Click here to enter text. |
| Choose an item | Click here to enter text. | Click here to enter a date. | Click here to enter a date. | Click here to enter text. | Click here to enter text. |

NOTE: - CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA

Signature of the Bidder

Name_____

Seal of the Company

Appendix - 7

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

To,

The Head MM, B&S Asset
Mumbai Region,
C-263, B Wing, 2nd Floor,
Vasudhara Bhavan,
Bandra (E), Mumbai: 400051 (India)

Subject : **Tender No. Q15HC23009 due on _____**

Sir,

[Choose an item.](#) [Click here to enter text.](#) has been authorised to be present at the time of opening of above tender due on [Click here to enter a date.](#) at 1630 Hours on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: [Choose an item.](#) [Click here to enter text.](#) for information and for production before the Tender Opening Officer, MM Section, B&S Asset at the time of opening of bids.

Appendix - 8

**PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTORS OF ONGC**

This has reference to our proposed contract regarding **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC** to be entered into with Oil and Natural Gas Corporation Ltd. (ONGC).

For the purpose of Section 297/299 of the Companies Act, 1956, an extract enclosed at Appendix 11-A, we certify that to the best of my/our knowledge :

- (i) I am not a relative of any Director of ONGC ;
- (ii) We are not a firm in which a Director of ONGC or his relative is a partner ;
- (iii) I am not a partner in a firm in which a Director of ONGC or his relative is a partner;
- (iv) We are not a private company in which a Director of ONGC is a Member or Director;
- (v) We are not a company in which Directors of ONGC hold more than 2 % of the paid-up share capital of our company or vice-versa.

Authorised Signatory of
The Contracting Party

Place [Click here to enter text.](#)

Date [Click here to enter a date.](#)

Appendix – 9

List of acceptable foreign banks for acceptance of Bank Guarantee

- - Deleted - -

Appendix - 10**PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE
BIDDING CONDITIONS**

ONGC expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

| Clause No. of Bidding Document | Full compliance/ not agreed | Changes/ modifications proposed by the Bidders | REMARKS |
|--------------------------------|-----------------------------|--|---------------------------|
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
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| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note:- Bids maintaining or taking exceptions/deviations shall be rejected straightaway

Appendix- 11**FORM NO. 10F**

{See sub-rule (1) of rule 21 AB}

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

I.....*son/daughter of Shri.....in the capacity of
..... (designation) do provide the following information
relevant to the previous year.....*in my case/in the case of
.....for the purpose of sub-section(5) of *section 90/section90A:-

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

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

Signature.....

Name.....

Address.....

Permanent Account No.....

Verification

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

Verified today theday of.....

.....
Signature of the person providing the information

Place.....

Notes:

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

APPENDIX-12

PROFORMA OF UNDERTAKING ON CONFLICT OF INTEREST (To be submitted by the participating bidders)

I/We, [Click here to enter text.](#) (Name[s] of authorized signatory[ies]), on behalf of M/s. [Click here to enter text.](#) do hereby undertake that our company or any of its Directors / Partners / Employees / Affiliates shall refrain from entering into any business relationships or activities, which would result into a 'Conflict of Interest' with the agency/consultant, who has been engaged by ONGC for firming up the specifications and/or tender evaluation and/or monitoring execution of the project (as applicable), for which this tender (i.e. tender No. **Q15HC23009**) has been invited.

(Authorized signatory)
Signature:
Name:
Designation:

Appendix PBC

FORMAT FOR UNDERTAKING TO ATTEND PRE-BID CONFERENCE
(to be submitted on Firm's/Company's Letterhead)

I _____, age ____years Son/ Daughter of _____, resident of _____ do solemnly affirm and state as under:

1. That I am the _____ <<Designation of the authorized signatory>> and I am duly authorized to furnish this undertaking on behalf of _____ (Name of the company).
2. That _____ (Name of the company) is desirous of submitting its bid against tender no _____ dated _____ for _____ item / works (Name of tender).
3. That we are deputing our representative (as per following details) who is/are competent to present our queries in Pre-Bid Conference.

Name of authorized representative to attend Pre-bid Conference: _____

Designation: _____

Mobile No.: _____

Email ID: _____

4. That we are in the business of providing similar Services/Goods as per tender requirement.

(Authorized signatory of bidder)

Seal:

Date:

Place:

Note:

1. In tenders for LSTK Projects, representative of proposed consortium members and / or sub-contractors and / or vendors who are competent to present their queries in the pre bid conference shall be allowed to participate in the pre-bid conference along with the bidder subject to prior submission of details to ONGC as stipulated above.

2. Above undertaking shall be submitted by the bidder alongwith Pre Bid queries within prescribed date, failing which the bidder shall not be allowed to attend pre-bid conference.

ANNEXURE-II

(PROFORMA FOR CONTRACT / AGREEMENT TO BE SIGNED WITH THE SUCCESSFUL BIDDER)

THIS contract is made and entered into on this _____ day of _____ Two thousand by and between OIL AND NATURAL GAS CORPORATION LIMITED incorporated under the Companies Act 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India and one of its offices at B&S Asset, Vasudhara Bhavan, 2nd Floor, B-Wing, Bandra(East), Mumbai 400 051, India, (hereinafter referred to as "Corporation" which expression shall include its successors, administrators, executors and assignees) on the one part, and _____, a Company registered under the Companies Act with its Head Office / Registered Office at _____ (hereinafter referred to as "the Contractor" which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

WHEREAS Corporation is desirous of carrying out the job for **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC** Conforming to specifications as set forth in **Annexure ----** to this Agreement for carrying out Corporation's operations, as per Scope of Work.

AND WHEREAS the Contractor represents that it has the requisite equipment, expertise and fully qualified and experienced personnel and is willing to undertake such job for **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC**.

AND WHEREAS the Contractor has made a tender vide RFx No. ____ to do the above job against Corporation's e-tender No. **Q15HC23009** for **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC**.

AND WHEREAS the Corporation has accepted the tender of the Contractor.

AND WHEREAS the Corporation has issued its Notification of Award No. _____ dated _____ and accepted by the Contractor vide letter No. _____ dated/ email dated _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this Agreement (hereinafter also referred as "the Contract") words and expressions have the same meanings as are respectively assigned to them in General Conditions of Contract.
- b) The following documents annexed herewith shall be taken as mutually explanatory of one another and shall be deemed to form and be read and construed as integral parts of this Contract:

| Sl. No. | Description | Page Numbers |
|---------|---|--------------|
| 1. | Agreement | |
| 2. | Annexure - I General Conditions of Contract | |
| | Appendix 1 - Declaration of Independence and Impartiality by OEC Member | |
| | Appendix 2 - Statement of Claim(s)/Counter Claim(s) | |
| | Appendix 3 - Proforma for Bank Guarantee to be submitted towards Liquidated Damages | |
| | Appendix 4 - Land Border Undertaking | |
| | Appendix 5 - Local Content - Contractor Undertaking | |
| | Appendix 6 - Local Content - Auditor Certificate | |
| 3. | Annexure - II Scope of Work, Quantum of Work and SCC | |
| 5. | Annexure - III Copy of NoA | |
| 6. | Annexure - IV Reply to Pre Bid Queries and attachments | |
| 7. | Annexure - V Integrity Pact | |
| 8. | Annexure - VI Performance Bank Guarantee | |
| 9. | Annexure - VII Bank Guarantee Confirmation from Bank | |
| 10. | Annexure - VIII Authorisation Letter to Sign Contract | |

c) The Contract constitutes the entire Agreement between the Corporation and the Contractor, with respect to the subject matter of the Contract and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Agreement.

d) The Contractor hereby covenants with Corporation to perform the work in conformity in all respects with provisions of the Contract and in consideration of the carrying out and completion of the Works by the Contractor, the Corporation hereby covenants to pay the amounts at the times and in the manner described hereinafter.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands at Mumbai on the day and year first above written.

| | |
|---|---|
| <p>For and on Behalf of (M/s Oil and Natural Gas Corporation Limited)</p> | <p>For and on Behalf of (M/s ----) (Contractor)</p> |
| <p>Witnesses:</p> <p>1.</p> <p>2.</p> | <p>Witnesses:</p> <p>1.</p> <p>2.</p> |

1.0 GENERAL CONDITIONS OF THE CONTRACT

The General terms and conditions of the Contract for the Project is detailed below:-

2.0 DEFINITIONS AND INTERPRETATIONS

2.1 DEFINITION

The following words and phrases shall have the meanings hereby assigned to them except where the context otherwise requires:

- 2.2 "Bid Package/Bidding Documents" means all documents and all Addendum issued thereafter.
- 2.3 "Certificate of Completion and Acceptance" means Certificate issued by Corporation stating that Contractor has satisfactorily performed the entire scope of work as per the contract.
- 2.4 "Corporation's Representative" means the person or persons appointed from time to time by the Corporation in the manner provided in Clause 3.2 for overall co-ordination and project Management at the site.
- 2.5 "Constructional Plant and Equipment" means all Plants, tools, appliances, things, facilities, machinery, apparatus of whatever nature needed, in or about the work or Temporary Works (as hereinafter defined) for execution of works covered under the contract but does not include materials or other things intended to form or forming part of the works.
- 2.6 "Construction Superintendent(s)" means those person(s) designated in writing by the Contractor to the Corporation as being in full charge of each spread performing works at the site.
- 2.7 "Contract Price" means the total amount specified in the substantive article in the contract subject to any additions thereto, or deductions therefrom which may be made through applications of the relevant provisions of the contract.
- 2.8 "Contractor's Representative" means any personnel nominated by the Contractor and notified in writing to the Corporation to act on behalf of the Contractor and/or to perform the duties designated by the Contractor in the manner provided in clause 3.4 herein under.
- 2.9 "Day" means a Calender day of twenty four (24) consecutive hours beginning at 0000 hours (Midnight) and ending at 2400 hours (Midnight) as referred to local time at the site.
- 2.10 "Drawing" means drawings included or referred to in the Bid package and any modification thereof approved in writing by the Corporation's Representative and any additional drawing which may from time to time be ordered,

furnished or approved in writing by the Corporation's Representative or his authorised person or required to be produced by the Contractor as per provisions of the Contract.

- 2.11 "Demobilisation of the Contractor" means removal of all things forming part of the Mobilisation of the Contractor including all temporary facilities, return of the personnel and equipment and the clean up and restoration of the Site as required in this contract.
- 2.12 "Engineer" means the person or agencies appointed from time to time by the Corporation to act on its behalf to the extent the duties set out in Clause 3.0.
- 2.13 "Engineer's Representative" means any resident engineer or assistant of the Engineer or any Representative appointed from time to time by the Corporation, to perform the duties as set out in Clause - 3.0 hereof whose authority shall be notified in writing to the Contractor by the Corporation.
- 2.14 "Guarantee" means the period and other conditions governing the warranty/guarantee in respect of the works as detailed in Clause 30.0 hereunder.
- 2.15 "Inspector(s)" means the person or persons of independent agency designated by the Corporation in writing to the Contractor to observe test, record and report to the Corporation quality surveillance of the Contractor's work.
- 2.16 "Mobilisation of the Contractor" means performance by the Contractor of all those things necessary to be fully ready to execute work at Site satisfying all work pre-requisites stipulated in the contract. Mobilisation of the Contractor shall include but shall not be limited to providing of all transport from points of origin to Site/Nhava, all equipment and materials of construction, all personnel, satisfaction of government requirements.
- 2.17 "Scheduled Completion Date" means a date when the completion of entire works is scheduled to be achieved in accordance with the contract schedule.
- 2.18 "Site" means the lands and waters and other places on, under, in or through which the works are to be carried out and any other lands, waters or places approved by the Corporation for the purposes of the contract together with any other places designated in the contract as forming part of the Site.
- 2.19 "Contract Specification/Specifications" shall mean those specifications of the works included or referred to in the Bid Package as well as those specifications relating to Industry Standards and Codes, and applicable to the performance of work, work performance quality and the specifications affecting the works and performance of works as detailed in the specifications of this contract and any modification thereof or addition/deletion thereto as may from time to time be furnished or approved in writing by the Corporation or any additional specifications required to be produced by the Contractor to meet the design criteria.

- 2.20 "Temporary Works" means all temporary works of every kind needed in or about the works.
- 2.21 "Third Party" means any group, agency, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this contract, or any contractual relationship to the Corporation, the Contractor or the Contractor's sub-contractor for the works.
- 2.22 "Vendor" when used in connection with materials/Plants/equipments/spare parts procurement, means, the equipment/materials manufacturer, supplier (authorised and approved by the equipment[s] manufacturer) of materials/plants/ equipments/spare parts to the Contractor.
- 2.23 "Work" or "Works" means all things, matters, structures, and facilities to be designed, engineered, procured, fabricated, installed, inspected, tested hooked-up, pre-commissioned, started up and commissioned, made good and guaranteed by the Contractor for the Corporation including all incidental and temporary works.
- 2.24 "Kick-off Meeting" means a meeting convened by the Corporation to discuss and finalise the work execution plan and procedures with the Contractor.
- 2.25 "Pre-Commissioning Activities" are defined as activities required to be performed after erection/installation, inspection, hydro-testing etc. of an equipment/system to make ready for commissioning. This shall include but not limited to the activities like system checking of vessels flushing/steam blowing, air blowing of pipelines, system leak checking upto the normal operating pressure, purging of system using inert gas, calibration of instruments, checking to the electrical equipments for proper earthing, continuity, insulation resistance, conducting operability test on individuals equipments/systems.
- 2.26 "Commissioning" shall mean pressing into service of the Plant(s), Equipment(s), Vessel(s), Pipeline, Machinery (ies) or any other section or sub-section of installation(s) pertaining to the WORK of the Contractor after successful testing and trial runs of the same.

Commissioning can be either for a completed system or a part of system or a combination of systems or sub-systems and can be performed in any sequence as desired by Corporation and in a manner established to be most suited according to availability of prerequisites. Any such readjustments made by the Corporation in performance of Commissioning activity will not be construed to be violating Contract provision and the Contractor shall be deemed to have provided for the same.

- 2.27 "Mechanical Completion" of process units shall mean that all installations works of the process units as described in scope of work of the Contract Document have been completed in accordance with approved construction drawings, approved specification, applicable code as defined in the Contract Document

and following accepted international good engineering practices and all the pre-commissioning activities defined later have been completed by the Contractor and witnessed by Corporation representative and the pre-commissioning formats have been duly filled and signed by Corporation Commissioning representative/ vendors as a token of successful completion of the said activity.

- 2.28 The "Start-up" shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for operation. Start-up shall include preliminary, inspection and check out of equipment and supporting sub-systems, initial operation of the complete equipments covered under the Contract to obtain necessary pretrial operation data, perform calibration and corrective action, shut down inspection and adjustment prior to the trial operation period.
- 2.29 "Initial Operation" shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 2.30 "Trial Operation"/"Reliability Test"/"Trial Run"/ "Completion Test" shall mean the extended period of time after the start-up period, during which period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer-In-Charge, unless otherwise specified elsewhere in the Contract.
- 2.31 "Performance Test"/"Guarantee Test" shall mean all operational checks tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract.
- 2.32 "Final Acceptance" shall mean the Corporation's written acceptance of the Work performed under the Contract, after successful completion of Performance Test/Guarantee.
- 2.33 Words imparting the singular only also include the plural and vice versa except where the context otherwise required.
- 2.34 The headings and sub-titles in these conditions of contract are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the contract.
- 2.35 Reference to "Section" "Clause" and "Article" and "Provision" shall have the same meaning.
- 2.36 Word in Upper Case, Lower Case and Title Case shall have same meaning unless Context requires otherwise e.g. CONTRACT, contract and Contract will have same meaning unless context requires otherwise.

2.37 GST LEGISLATIONS:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the Bidder and ONGC:

- i. The Central Goods & Services Tax Act, 2017;
- ii. The Integrated Goods & Services Act, 2017;
- iii. The Union Territory Goods & Services Tax Act, 2017;
- iv. The respective State Goods & Service Tax Acts’
- v. The Goods and Services (Compensation to States) Act, 2017
- vi. The Customs Act and the Customs Tariff Act.

3.0 DUTIES & POWERS

3.1 GENERAL

There may be more than one Corporation’s Representative, Engineer, Engineer’s Representative at the same time. The Corporation shall appoint and notify the Contractor in writing of the name(s) of the Corporation’s Representative(s). The Corporation from time to time may appoint some other person(s) as Corporation Representative in place of the person(s) previously appointed.

3.2 CORPORATION'S REPRESENTATIVE

The duties of the Corporation's Representatives are to act on behalf of the Corporation for overall coordination and project management at Site. The Corporation’s Representative shall have the authority and powers to the extent so authorised and notified by the Corporation to the Contractor in writing from time to time. The Corporation's Representative shall liaise with the Contractor, monitor the progress for the timely completion of the works. He will communicate Corporation's approval to the Contractor, issue drawings, specifications etc. and similar documents pertaining to the works.

He shall also monitor that the works are carried out in accordance with the Specifications, drawings and other terms and conditions of the contract as inspected by Engineer/Engineer's Representative. The Corporation's Representative shall have the right to inspect any part of the works at all reasonable times and order necessary tests to be carried out under supervision of Engineer/Engineer's Representative and reject such works which are not in accordance with the contract.

He has the right to scrutinize the Contractor's records for the work being done on pay rate basis. In general, he shall have the authority to oversee the execution of the works by the Contractor and to monitor compliance by the Contractor of provisions of the Contract.

Approval by the Corporation's Representative of any or all documents shall in no way relieve the Contractor of the responsibilities of execution of the work in accordance with the terms and conditions of the contract.

All notices, instructions, orders, certificates, approvals and all other communications shall be given by the Corporation's Representative, except as otherwise provided in the contract. The Corporation's Representative shall carry out such duties in issuing decisions, certificates and orders as specified in the contract. All notices, information and other communications to be given by the Contractor to the Corporation under this Contract shall be given to the Corporation's representative except as otherwise provided.

3.3 ENGINEER/ENGINEER'S REPRESENTATIVE

The duties of the Engineer/Engineer's Representative are to inspect, supervise and monitor the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties, obligations under the contract, except as expressly provided in this clause or elsewhere in the contract. He shall not also have any authority to order any work involving delay or any extra payment by the ONGC or to make any alteration of or in the works.

The Corporation's Representative may from time to time in writing delegate to any or all of the Engineer/Engineer's Representative any or all of the powers and authority vested in the Corporation's Representative and shall notify the Contractor in writing of all said delegations of his powers and authorities.

Any instruction or approval given by an Engineer/Engineer's Representative to the Contractor within the terms of any delegation so notified (but not otherwise) shall bind the Contractor and the Corporation as though it had been given by the Corporation's Representative subject to the following provision :-

Failure of any Engineer/Engineer's Representative to disapprove any work or materials shall not prejudice the powers of the Corporation's Representative thereafter to reject that work or materials and to order pulling down, removal or breaking up of them subsequently to ensure that whether or not such works or materials are in accordance with the requirement of the contract.

3.4 CONTRACTOR'S REPRESENTATIVE

The Contractor's Representative shall have all the power requisite for the performance of works. The Contractor's Representative shall liaise with the Corporation's Representative, Engineer, Engineer's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. Such Contractor's Representative shall be available to the Corporation's Representative in the vicinity of each site during the execution of works.

3.5 INDEPENDENT CONTRACTOR

The Contractor shall act as an independent contractor performing the contract and this contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

4.0 SPECIAL CONDITIONS OF THE CONTRACT

- 4.1 The personnel to be deputed by the Contractor shall observe fire and safety rules of the Corporation while at the offshore Site.
- 4.2 The Contractor shall maintain first aid facilities for his employees.
- 4.3 The Contractor shall ensure that supervisors to be deputed by him will be trained in fire and safety from authorised training centre in INDIA/Abroad and Certificate to this effect is to be produced for records of the Corporation.
- 4.4 The Contractor shall supply safety kits and liveries to his employees to be deputed on the platform. The Contractor to ensure that all personnel deployed at offshore should have valid survival at sea training.

4.5 MOBILISATION/DEMOBILISATION FOR WORK

All the equipments, tools and tackles, required for the offshore Work shall be kept at offshore, only the Site/location designated by Corporation during the entire period of offshore work and demobilisation of all such material shall be done only after instructions from Corporation. It shall be the responsibility of the Contractor to store these materials properly when not in use.

- 4.6 The Contractor shall provide proper identification card for his employees to be deputed by him for the work, duly signed by the Contractor or an authorised person on behalf of The Contractor.
- 4.7 The personnel deputed by the Contractor for the job should also meet following requirements.

- a) Should be medically fit to work in offshore environment.
- b) Should possess good conduct and discipline.
- c) Should have cotton working dress and safety shoes.

- 4.8 Before deploying the said personnel, the Contractor will furnish complete bio-data including qualifications, experience, etc. along with the proficiency certificate / trade certificate for supervisors / skilled workers, to be deputed by him for aforesaid job at the offshore Site.

- 4.9 Contractors personnel deputed should have following certificates. No contractor/ contractors personnel/representatives will be allowed to visit offshore for project execution etc. in the absence of valid certificates.

- a) Police verification for personnel to be deployed at offshore platform.
- b) Personnel to be deployed at offshore should have undergone mandatory trainings i.e. HUET, Sea Survival, Fire Fighting and First Aid trainings. Mandatory trainings should be repeated as per norm.
- c) Insurance cover for personnel to be deployed at offshore platform.

- 4.10 Verification of character and antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within ONGC's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to ONGC prior to start of work:

- i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is / are impeccable;
- ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent;
- iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of ONGC. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank or higher) from the area where the person(s) to be deployed has / have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has / have stayed earlier.

5.0 CONTRACT DOCUMENT

5.1 GOVERNING LANGUAGE

The governing language for the contract shall be English. All Contract documents and all correspondence and Communications to be given and all other documentation to be prepared and supplied under the contract shall be written in English and the Contract shall be construed and interpreted in accordance with English language.

5.2 ENTIRE AGREEMENT

The contract constitutes the entire agreement between the Corporation and the Contractor with respect to the subject matter of the Contract and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of this Agreement.

5.3 RECORDS OF CONTRACT DOCUMENTS

The Contractor shall at all times make and keep sufficient copies of the drawings, specifications and contract documents for him to fulfill his duties under the contract.

- 5.4 The Contractor shall keep on each site at least three copies of each and every Drawing, specification and contract documents in excess of his own requirement and those copies shall be available at all times for use by the Corporation's Representative and the Engineer / Engineer's Representative and by any other person authorised by the Corporation's Representative.

6.0 GENERAL OBLIGATIONS OF THE CONTRACTOR

6.1 KNOWLEDGE OF SITE CONDITIONS

The Contractor's undertaking of this contract to carry out the works shall be deemed to be based on and made in the light of (a) all data of hydrological, sub-surface, climatic and physical conditions, and (b) all criteria of design which the Corporation has expressly required the Contractor to take into account in designing and carrying out the works.

6.2 The Contractor has inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including the subsurface, the hydrological and climatic conditions, the quantities and nature of the work and materials necessary for the completion of the works, the means of access to the site and the accommodation he may require, and in general to have obtained himself all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the contract and his ability to perform it.

6.3 The Contractor has satisfied himself as to the correctness and sufficiency of the Contract price for the works. The consideration provided in the Contract for the Contractor undertaking the works shall cover all the Contractor's obligations and all matters and things necessary for proper execution and maintenance of the works in accordance with the contract and for complying with any instructions which the Corporation's representative may issue in connection therewith and any proper and reasonable measures which the Contractor takes in the absence of specific instructions from the Corporation's Representative.

6.4 CONTRACT ADMINISTRATION

The Contractor is bound to carry out, complete and maintain the works only according to the contract provisions and specifications.

6.5 The project instructions shall in no way, alter, the right of Corporation's Representative, and/or Engineer/ Engineers Representative, under clause 3.0 nor Contractor's rights under the Contract.

6.6 The Contractor shall accept instructions and directions only from the Corporation's Representative or the Engineer or from an Engineer's Representative or from such other higher authority of the Corporation as may be specified in writing.

6.7 The Corporation's Representative may give the Contractor directions and instructions about the execution of the works and may take decisions and issue directions about the acceptability of materials and quality of workmanship to be used in the works and the Contractor shall adhere to and comply with those directions, instructions and decisions of the Corporation's Representative in accordance with the Contract.

Provided, however, such directions/instructions/decision of the Corporation's Representative shall not absolve the Contractor of his responsibility of execution of the works in accordance with the contract.

- 6.8 If the Contractor disputes any directions, instructions or decisions of the Corporation's Representative that direction(s), instruction(s) or decision(s) shall (without prejudice to the Contractor's duty to adhere to and comply with in carrying out the works) have only provisional effect with regard to the final rights and duties of the parties and the Contractor shall continue to carry out the work and shall have to represent against such directions, instructions or decisions of the Corporation's Representative to the Corporation with intimation to Corporation's Representative in writing.

Any delay in implementing the said direction(s), instruction(s) or decision(s) shall be to the Contractor's account. The Corporation and the Contractor shall meet as soon as practicable to reach an amicable settlement prior to invoking the provisions of relevant clause of laws/arbitration to resolve the said dispute. Only in the event of failure to reach an amicable settlement the such Laws/Arbitration clause shall apply to the said dispute.

6.9 **SEVERABILITY**

If any provision or condition of the contract is rendered invalid or unenforceable then such prohibition or invalidity or unenforceability shall not affect the other provisions or conditions of the contract.

6.10 **PROGRAMME OF WORK**

Within twenty one days after the award of the work under this contract or prior to kick-off meeting whichever is earlier, the Contractor shall submit the Corporation for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the contract and shall, whenever reasonably required by the Corporation's Representative or the Engineer's Representative, furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Contractor shall conform to the duties and periods specified in the contract. The Corporation and the Contractor shall discuss and agree upon the work procedures to be followed for effective execution of the works. The tools, accessories, other equipments and Temporary works needed for the installation job on the platform and which the Contractor intends to deploy shall be clearly specified. Approval by the Corporation's Representative of a programme shall not relieve the Contractor of any of his duties or responsibilities under the contract.

The Contractor shall consider that normally a period of 21 days shall be required for approval of the drawings/ documents by Corporation.

6.11 **CONTRACTOR'S ORGANISATION**

The Contractor shall supply to the Corporation within 21 days or the effective date of commencement of works or prior to kick-off meeting whichever is earlier, an organisation chart showing the proposed organisation to be established by the Contractor for execution of the work including the identities and curriculum Vitae of the key personnel to be deployed. The Contractor shall promptly inform the Corporation in writing, of any revision or alteration of such organisation charts.

6.12 TIME SPAN FOR RESPONSIBILITY OF JOB

From the time of commencement of the job to the issue of a Certificate of completion and acceptance of the job the Contractor shall be fully responsible for the total job and for all temporary works. In case any damage or loss happens to the works or to any part of them or to any Temporary works from any cause whatsoever other than war risks including damage caused by the Contractor himself if during the execution of the contract, the Contractor shall repair and make good the same at his own cost. The certificate of completion and acceptance will be issued by the Corporation only if the works are in good order and conditions and conform in every respect with the requirements of the contract and the Corporation Representative's instructions in accordance with the contract. Notwithstanding the foregoing, in case the Corporation accepts any part of the works by issuing a part certificate of completion and acceptance in accordance with the provisions of Clause completion and acceptance of the work, the Corporation shall be responsible for the care of such part of the works and for any damage which may occur during the period such part of the works are in the custody of the Corporation.

- 6.13 The Contractor shall in accordance with the requirements of the Corporation's Representative, afford all reasonable opportunities and access to the works/Site to the Corporation or to any other contractor employed by the Corporation and their workmen and to the workmen of the Corporation and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work included in the Contractor's scope which the Corporation may enter into in connection with or ancillary to the works for carrying out their work. When instructed by the Corporation or its representative, the Contractor shall also liaise and coordinate with Corporation's other contractors for proper execution of the works. In complying with the requirements of this section at written instruction of Corporation/Corporation's Representative, should the Contractor be delayed in the construction schedule or should the Contractor incur additional costs, Corporation will compensate the Contractor only for the standby charges of the spread so affected (as certified by the Corporation Representative) at the rate as set out in the contract and the Contractor will receive an appropriate extension of time if it affects critical path of the construction schedule and provided the Contractor had notified immediately to the Corporation about occurrence of such hindrance to their works provided further the delay or any part of it is solely attributable to the Corporation, its agents and other contractors or any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the contract or of

any contract which the Corporation may enter into in connection with or ancillary to the works. Should any aforesaid compensation become payable, such cost shall be backed up by detailed documentation, to the satisfaction of Corporation.

- 6.14 Unless otherwise specified, the Contractor shall at his own expense supply & provide all the tools and accessories other equipments, temporary works, materials (both for temporary and for permanent works), Labor (including the supervision of it), transportation to and from the Site, and other things of every kind required for design and engineering, procurement, fabrication, load-out, tie-down, transportation, dismantling, installation, testing, startup commissioning & making good of the works, including during the period of Guarantee for works required to be performed by the Contractor at his own cost in accordance with the provisions of the contract.
- 6.15 On the completion of works, the Contractor shall clear away and remove from the Site all temporary works, tools, accessories, equipments, surplus materials, which he had provided including any wreckage, debris and rubbish of every kind caused by the Contractor or his sub-contractor and leave the whole of the Site and works clean and in a workman like and safe condition. If the Contractor fails to remove all such materials, any cost incurred by the Corporation to get them removed shall be recovered from the Contractor.
- 6.16 The Contractor shall not dump any material in the sea especially in the vicinity of the existing facilities of the Corporation or the facilities which are being installed under the contract.
- 6.17 It shall be the responsibility of the Contractor to ensure full compliance of the following security provisions:
- ◇ To furnish particulars regarding names passport Nos., visa etc. in the prescribed proforma of all the expatriate personnel engaged by him for execution of the contract at least 3 weeks in advance of their arrival.
 - ◇ To ensure that only such expatriates who are having valid passports and valid business visa's are deployed for work under the contract. Expatriates having Tourists visas are not permitted to work in any of the Corporation's projects.
 - ◇ To obtain Duty passes for all the personnel well in advance from the security section of the Corporation after providing the prescribed declaration forms along with 2 stamp size photographs in respect of each person.
 - ◇ To ensure that all personnel display the non-employee duty passes issued by the Security Section of the Corporation at work.
 - ◇ To ensure that all personnel engaged by them abide by the security & Discipline Rules prescribed from time to time by the Security Section of the Corporation.
 - ◇ To comply with any directive as may be prescribed / given by the Corporation from time to time in respect of Security matters.

It shall be the responsibility of the Contractor to ensure full compliance of the following Mandatory Safety Requirement

- Police verification for personnel to be deployed at offshore platform.
- Personnel to be deployed at offshore should have undergone mandatory trainings i.e. HUET, Sea Survival, Fire Fighting and First Aid trainings. Mandatory trainings should be repeated as per norm
- Insurance cover for personnel to be deployed at offshore platform.

6.18 The Contractor shall ensure that none of his personnel/ employees/ representatives including vendors carry any type of cameras nor do any photography in or around any of Corporation's installations/facilities and shall hand over all films (exposed or unexposed) negative and photographs to the Corporation's Representative before leaving for the offshore Platform/Vessel and shall not retain any film (exposed or unexposed) negatives or photographs after departure from offshore. All employees/representatives of the Contractor shall sign a declaration as prescribed by the Corporation every time before their departure for/from offshore. Photography on or around work locations is completely prohibited. Any violation in this respect shall be treated as breach of security instructions of the Corporation and the Contractor or his employees / representative are liable to penal action under laws of the country besides any other action which the Corporation may decide to take against the Contractor such as sending the employee(s)/representative(s) back and debarring them from entering into Corporation's installations/workings for a period of two years.

7.0 SUB-LETTING AND ASSIGNMENT

7.1 The Contractor shall not, except with the explicit prior approval in writing of the Corporation, sublet, transfer or assign the contract or any part thereof or interest therein, benefit or advantage thereof in any manner whatsoever. Any such assignment/subletting shall not absolve the Contractor of all or any of his obligations, duties and responsibilities under the Contract/Agreement.

8.0 FACILITIES TO BE PROVIDED BY CORPORATION

The following facilities will be provided by Corporation for undertaking the Work.

8.1 Free boarding and lodging of the persons at offshore platform till the work is completed. The number of persons/technicians of the Contractor to whom such facility will be provided shall be determined by the Engineer-in-charge. The Contractor is advised to restrict the manpower deployment at a time during execution.

Electrical power and compressed air as available at the platform will be provided free of cost.

8.2 TRANSPORTATION

The Contractor shall be responsible for transportation of all materials and equipment to the Corporation's Wharf at Nhava from his Warehouse/works. The Corporation would provide supply vessels free of cost for transportation of all Contractor's materials and equipment needed for installation, tools and tackles to the offshore Site at the Contractor's risk and all surplus and dismantled material and equipment of the Contractor and Corporation from offshore Site to Corporation's Nhava in various stages till successful completion of work. The Contractor shall be responsible for transportation of his materials from Nhava to their Warehouse/works and Corporation's materials to the designated location. The Corporation will provide the existing crane facility at Nhava and at platform for loading and unloading of materials and equipment. Transportation of the Contractor's men to and from the offshore Site and Mumbai will be provided by the Corporation either by supply vessels or by helicopters free of cost. Corporation will be sole authority to decide on the mode of transport in all above cases. Provision of transport by Corporation does not absolve the Contractor of his responsibility on safe and timely transportation of men and materials. Schedule for deployment of supply vessels, will be mutually discussed and agreed between the Contractor and the Corporation.

- 8.3 Persons will be transported from Corporation helibase at Juhu or Nhava to work Site and back at Corporation's cost by helicopter or boat. Once the persons are sent to work Site they will have to be there till the job is completed or one month whichever is earlier. No change of persons in between will be allowed except in emergency cases, otherwise the cost of transportation will be borne by the Contractor. Persons at offshore will be transported between work Site and their lodging place at offshore by the helicopter or boat. Corporation's field In-charge will be the deciding authority and the Contractor will not have any say regarding mode of transport. The Contractor will arrange for the reliever of the persons as and when required.

8.4 **MARKING, PACKING, LOADING & SECURING
GENERAL**

- 8.4.1 The Contractor shall comply with standard instructions for handling and storage, marking and loading etc., as required in the contract and any other instructions which may be issued by the Corporation in this behalf.
- 8.4.2 The Contractor shall load and stack the material in seaworthy condition conforming to the prescribed standards in force to withstand Land/Ocean Journey and insuring the safety of Cargo enroute and also arrival of material at ultimate destination in good condition. Each package shall have on its outer side the following marking in English in indelible paints.

- i) Port of loading
- ii) Name of the Contractor
- iii) Port of Destination
- iv) Consignee particulars in brief.

8.4.3 In addition to the markings stated above, each package approved by the Corporation's Representative shall carry a serial number or other appropriate indelible marking / identification indicating the Corporation's Representative's certification of inspection and other documents as may be issued with reference there to. The Corporation may also require that such marking/identification shall be applied or affixed by the Contractor in the presence of the Corporation's Representative. If the spare parts/additional item on arrival in India, are found not conforming (except transit damage) to prescribed specification or are deficient in quality or quantity the Contractor shall replace the same at his own cost.

8.4.4 The Contractor shall ensure that no package is shipped unless marked to comply with all the instructions of the company.

8.4.5 Markings shall be correlated in invoices, packing list and on bill of lading, express receipt of mailing certificates exactly as they appear on the equipment/materials.

9.0 **COMPLETION PERIOD**

For Contract Duration, Scope of Work and Special Conditions of Contract.

10.0 **FORCE MAJEURE**

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

10.2 The term "Force Majeure" as employed herein shall mean acts of God, war, civil riots, fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely the Corporation and the Contractor, directly effecting the performance of the Contract.

10.3 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 within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

10.5 If performance under the contract are suspended by Force Majeure conditions lasting for more than 2 (two) months, ONGC shall have the right to terminate this Agreement by giving 15 days' notice.

11.0 **FAILURE & TERMINATION**

11.1 The Corporation may at any time terminate the Contract as per clause 10.0 and 38.10 by giving the Contractor a notice in writing to that effect. Upon receipt of the termination notice, the Contractor shall either immediately or upon the date specified in the termination notice;

- a) cease all further work except of such works as the Corporation may specify in the termination notice for the sole purpose of protecting that part of the works already executed.
- b) terminate all sub-contractors except those to be assigned to the Corporation pursuant to paragraph (d) (ii) below.
- c) remove all constructional plant and Equipment from the Site and repatriate the Contractor's and its sub-contractors personnel from the Site, remove from the Site any wreckage and debris of any kind and leave the whole of the Site in a clean and a safe condition.
- d) Subject to payment specified in the clause 11.2 below :-
 - i) Deliver to the Corporation the parts of the Works executed by the Contractor upto the date of termination.
 - ii) Assigns to the Corporation all rights, title and benefit of the Contractor to the Works as at the date of termination, and, as may be required by the Corporation in any sub-contract concluded between the Contractor and his sub-contractors and
 - iii) Deliver to the Corporation all drawings, Specifications and other documents prepared by the Contractor or his sub-contractor as at the date of termination in connection with the Works.

11.2 In the event of termination of the Contract under clause 11.1, the Corporation shall pay to the Contractor the following amount:

- a) The contract price properly attributable to the parts of the Works executed by the Contractor in accordance with the Contract as at the date of termination.
- b) The cost incurred by the Contractor in protecting the Works pursuant to paragraph (a) of 11 as mutually agreed.
- c) Reasonable demobilisation charges as may be ascertained by the Corporation if the Contractor has constructional plant and equipment at offshore Site at the time termination becomes effective
- d) Cost of any materials or equipment already purchased the delivery of which the Contractor must accept, such materials or equipment will become property of the Corporation upon payment by the Corporation of the actual cost of the materials or equipment.
- e) All reasonable cost of canceling / terminating any subcontract(s)

- f) All reasonable cost on cancellation or orders for materials, etc., which the Contractor may have committed for the project.
- 11.3 In case of termination of the Contract under the provision other than clause 10.0 of contract, the recourse as mentioned in the relevant clause under which the termination has become effective shall be applicable.
- 11.4 There shall be no liability for the Corporation to compensate the Contractor for loss of work or loss of profits or any other claim of similar nature on account of termination.
- 11.5 In the event Corporation fails to pay an invoiced amount due or communicate the reasons for its objection to any disputed amount in an invoice in accordance with sub-clause 17 within a period of 120 days, the Contractor shall be entitled to terminate its employment under the contract by giving 14 days prior written notice to the Corporation. Upon termination under this clause, the Contractor shall be entitled for the compensation as per clause 11.2 above.
- 12.0 **TERMINATION**
- 12.1 **Termination on expiry of the CONTRACT**
- This Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Corporation extends in accordance with the provisions, if any, of this Contract.
- 12.2 **Termination on account of force majeure**
- ONGC shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 10.0.
- 12.3 **Termination on account of insolvency**
- In the event the Contractor or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Corporation shall, by a notice in Writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **Termination for unsatisfactory performance**
- If the Corporation considers that the performance of the Contractor is unsatisfactory or, not upto the expected standard, the Corporation shall notify the Contractor in writing and specify in detail the cause of such dissatisfaction. The Corporation shall have the option to terminate this Agreement by giving 30 days notice in writing to the Contractor, if, Contractor fails to comply with the requisitions contained in the said

written notice issued by the Corporation.

12.6 Consequences of termination

In all cases of termination herein set forth, the obligation of the Corporation to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

In case of termination of Contract herein set forth except under 12.1 and 12.2, and/or annulment of the contract due to non-submission of Performance Security (as per clause 36 of Annexure-I), following actions shall be taken against the Contractor:

- i) The Corporation shall conduct an inquiry against the Contractor and consequent to the consultation of the inquiry, if it is found that the fault is on the part of Contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by Corporation against any type of tender nor their offer will be considered by the Corporation against any type of tender or their offer will be considered by the Corporation against any ongoing tender(s) where contract between Corporation and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by the Corporation for putting that Contractor on holiday shall not have any effect on other ongoing Contract(s), if any with that Contractor which shall continue till expiry of their term(s).
- ii) Pending completion of the enquiry process for putting the Contractor on holiday, the Corporation shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

13.0 SEVERABILITY

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

14.0 CONSEQUENTIAL DAMAGES

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

15.0 NOTICES AND ADDRESSES

For the purpose of this contract, the addresses of the parties will be as follows and all correspondence and notices in relation to this contract sent to the parties at the address mentioned below shall be deemed to be of sufficient

service of notice on the parties. All such notices as well as all reports, invoices and other relevant materials shall be addressed to the parties as per addresses given below:

15.1 CORPORATION

I) FOR CONTRACT RELATED CORRESPONDENCE:

Chief General Manager (MM), Head MM-B&S Asset
Oil and Natural Gas Corporation Limited
Mumbai Region, B&S Asset
Vasudhara Bhavan,
2F-C-263, B-Wing,
Bandra (East),
Mumbai - 400051, India.
TELEPHONE : (91-22)-2656 2263

II) FOR OPERATIONS, REPORTS AND PAYMENTS RELATED CORRESPONDENCE:

Group General Manager(E&T)-Head Infocom,
Oil and Natural Gas Corporation Limited
Mumbai Region,
NBP Green Heights, 3F-Q3-A3,
Bandra Kurla Complex,
Mumbai - 400 051, India
Tel.: (91-22) 2627 5354

15.2 CONTRACTOR:

M/S _____

16.0 LIQUIDATED DAMAGES: May refer Special Conditions of Contract.

17.0 PAYMENT

17.1 CONTRACT PRICE

The Corporation shall pay to the Contractor in consideration of satisfactory completion of all the Works covered by the Scope of Work under the Contract, the Contract Price as per the details and break-up of prices given in schedule of prices at Annexure VIII. The Contract Price is a firm price and the Contractor shall be bound to keep the same firm and without escalation on any ground whatsoever until completion of entire works against this Contract. Unless otherwise specified in the Contract, cost of execution of Works on turnkey basis and tests etc. as specified in Contract are deemed to be included in the Contract Price. Payment shall be made in the currency or currencies given in the schedule

of prices for the Work executed as per the procedure set forth in Clause 17.2. Adjustment to Contract Price, if any, shall be made in accordance with provisions of Contract.

17.2 PAYMENT TERMS & CONDITIONS

17.2.1 May refer Special Conditions of Contract.

17.2. May refer Special Conditions of Contract.

17.2.3 May refer Special Conditions of Contract.

17.2.3.1 Payment towards Indian Agent Commission (IAC): May refer Special Conditions of Contract.

17.2.4 Particulars required before releasing payments to (foreign CONTRACTOR (non-resident as per Income Tax Act, 1961): May refer Special Conditions of Contract.

17.2.5 May refer Special Conditions of Contract.

17.2.6 ONGC's right to question the amounts claimed: May refer Special Conditions of Contract.

17.3 RELEASE OF PAYMENT

17.3.1 MODE OF PAYMENT:

In all cases, except the cases involving payment through 'Letter of Credit' or payment in Foreign currency, ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars alongwith their offers:

- a) Name & Complete Address of the Supplier / Contractor as per Bank records.
- b) Name & Complete Address of the Bank with Branch details.
- c) Type of Bank account (Current / Savings/Cash Credit).
- d) Bank Account Number (indicate 'Core Bank Account Number', if any).
- e) IFSC / NEFTCode (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
- f) Permanent Account Number (PAN) under Income Tax Act;
- g) GST Registration Number.
- h) e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
- i) Along with first invoice issued under GST Law: Following documents / details should be invariably furnished alongwith the first invoice issued under GST law indicating the GST Registration of service provider:
 - a) Copy of valid GST registration certificate

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

- 17.3.2 The payment against clear (undisputed) bills/invoices submitted by the vendor will be made by ONGC through Electronic Payment Mechanism (as per details mentioned in the clause below), within 10 (ten) calendar days from the date of submission of bills/invoices complete in all respects. For interest on delayed payment to small scale and Ancillary Industrial Undertaking, the provisions of the "Interest of Delayed Payments to Small Scale and Ancillary Industrial Undertakings Act 1993" will govern.

If Corporation shall dispute any item of an invoice, in whole or part then the Corporation shall promptly notify the Contractor of any such disputed items and pay the undisputed portion of such invoices, the Corporation and the Contractor shall endeavour to settle the disputes and required adjustment shall be made as promptly as possible. If the Contractor fails to provide necessary clarification and supporting document for disputed items within 30 days time of the notification then it will be treated as settled and closed.

- 17.3.3 The billing for supplies to Nhava for Offshore supplies, billing address, shipping address and Place of supply shall be as under:-

- 1) Vendor has to mention Offshore GSTIN registration number for supply of goods and services for offshore.
- 2) Bill to address for both goods and services would be ONGC-OFFSHORE- PLT NO C69 A AND B, G BLOCK, OIL NATURAL GAS CORPORATION LTD, NBP GREEN HEIGHTS, BKC, Mumbai 400051 as registration has been taken with above address as principal place of Business (being administrative office for Offshore).
- 3) Ship to Address for materials supply would be ONGC-Nhava Storage.
- 3) Vendor needs to mention place of Supply as "ONGC OFFSHORE".
- 4) Vendor needs to send the invoices through covering letter to concerned Asset, Basin and services for processing of invoices for payment.

- 17.4 **INDIAN AGENT COMMISSION:** May refer Special Conditions of Contract.

- 17.5 **PAYMENT OF THE COMMISSION OF AGENT / CONSULTANT / REPRESENTATIVE/ RETAINER/ASSOCIATE:** Not Applicable

- 17.6 Details of statutory payments like EPF and ESI etc.

The Contractor (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948, inform the respective Code numbers and follow the relevant statutory provisions, including Schemes / Rules made thereunder, concerning contract labour deployed in ONGC operations.

Before the commencement of work, the Contractor shall submit the following information / documents:

(a) In connection with EPF Scheme:

- (i) Details and number of workers to be deployed for execution of the contract with details of their UAN numbers/ photocopies of Form No. 2 and New Form No.11 submitted to EPFO in respect of such workers who shall be covered under the EPF Scheme.
- (ii) List of 'Excluded Employees', if any, not to be covered under the EPF scheme with certificate to that effect issued by the EPFO or list of excluded employees', if any, not to be covered under the EPF scheme self- certified by the contractor and certificate from the excluded employees to the effect that they are not covered under EPF Act, 1952 and/ or ESI Act, 1948 alongwith an undertaking/ confirmation that the contractor indemnifies ONGC for any liabilities for violation of the provisions of the EPF Act 1952 and ESI Act 1948 arising out of declarations made by the contractor.
- (iii) Copy of monthly return to be filed with the EPFO in Form 5 within 15 days of the close of every month.

(b) In connection with ESI Scheme:

- (i) Details and number of workers to be deployed for execution of the contract along with details of their UAN, ESI- IP number etc.
- (ii) Declaration Form No. 01 and Temporary identification certificate/ Insurance number in respect of each contract worker.
- (iii) Details of the contract workers who would not be covered under the said scheme due to their monthly wages exceeding the current monthly wage ceiling of Rs.21000/- or as notified from time to time.

Change in manpower deployed from time to time should also be informed immediately by the Contractor to the PE.

In addition to the above, the Contractor shall also be required to submit each month the following documents/details to the Corporation:

- (i) Copy of PF-ECR along with copy of the digitally signed PDF data sheet of the ECR , as proof of payment, each month. Details of this PF-ECR Challan and PDF data sheet shall be verified by the appropriate authority in ONGC from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (A) Copy of ESI-ECR duly stamped by the designated Bank, along with copy of the digitally signed PDF data sheet, as proof of payment towards monthly remittance of ESI contribution each month.

(B) – Deleted -

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), Contractor shall also furnish the following Certificates:

- a. The furnished information is correct to the best of his knowledge.
- b. In case any discrepancies or irregularities is /are noticed in this undertaking, then ONGC is free to inform the EPFO/ESIC Authorities.
- c. Before the completion of contract, Contractor shall serve one month notice to all his contractual workers, informing that their services will be terminated.
- d. Within one month on completion/expiry of the contract, Contractor shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which contractor's Bank Guarantee/ Security Deposit may be withheld by ONGC.

Corporation shall maintain these records and verify the deposit of statutory contribution made by the contractors with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the Contractor, the appropriate authority in the Corporation, shall verify the details/status of the payment towards EPF/ESI made by the Contractor from the authorities / official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the Contractor is found to be incorrect the Corporation shall take appropriate action against the Contractor.

Note: Conditions for applicability of above provisions

Above clause w.r.t. submission of details on EPF and ESI payments shall not be applicable in following types of contracts:

(a) In those Contracts wherein the services/jobs has been performed exclusively in the premises of the contractor. Certificate to the effect is to be submitted by the Contractor that services/jobs to be executed under the contract have been performed exclusively in his premises.

OR

(b) In those contracts also wherein Contractor has employed only their full time regular employees for execution of the contract, certificate to the effect is to be submitted by the Contractor that for execution of the contract, no contractual labour has been employed and only full time regular employees of the Contractor have been employed.

OR

(c) Fulfilment of conditions at (i) on EPF and (ii) on ESI mentioned below:

(i) Information sought in above clause pertaining to EPF shall not be required to be submitted in those contracts wherein the Contractor has employed only "Excluded Employees". A Certificate to the effect is to be submitted by the Contractor that employee deployed for execution of the contract, have been treated as "Excluded Employees".

- 'Excluded employee' means --
- i. An employee who, having been a member of the Fund, withdrew the full amount of his accumulation in the Fund on his retirement from service or for migration abroad from India or for taking employment abroad.
 - ii. An employee whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds Rs 15000/- per month.
 - iii. An apprentice.
- (ii) Information sought in above clause pertaining to only ESI shall not be required to be submitted in those contracts wherein the Contractor has employed only those contract labour whose pay exceeds ₹21000/- per month as in terms of the current provisions of the ESI Act, 1948 an employee whose monthly pay exceeds ₹21000/- is outside the purview of the ESI Act. Certificate to the effect is to be submitted by the Contractor that for execution of the contract, the monthly wages of all employees who have been employed, exceeds Rs.21000/- per month. Further, ESI Act, 1948 is applicable only in areas where it has been made applicable by Gazette Notification in this regard. (ESI Act is currently applicable in all States except the NE States of Manipur and Arunachal Pradesh. Applicability in new areas of operation is to be verified from the office of the ESI Corporation concerned.)

In case a Contractor falling under the provisions of the Note mentioned above does not submit the required details on EPF and ESI payments, then in that case, the Contractor shall be required to indemnify ONGC for any liabilities arising out of declarations made by him in future on violation of provisions of the EPF & MP Act 1952 and ESI Act 1948.

- 17.7 The wage payments to the contractor labour in all jobs/service contracts awarded by ONGC, should be made by the contractor only thorough direct bank credit (ECS).

18.0 **CERTIFICATE OF COMPLETION AND ACCEPTANCE OF THE WORK**

Certificate of Completion and Acceptance of the Works or part of the Works shall be issued by the Company subject to the provisions of following Clause 18.1 through 18.5.

- 18.1 When the whole of the Works have been substantially completed and have satisfactorily passed tests prescribed in the Contract and are ready for final inspection, the Contractor shall notify the Corporation in writing enclosing all the required documents and reports for review and acceptance by the Corporation's Representative. The Contractor will also notify the Corporation's Representative in writing within 7 days in advance regarding the likely completion date of the Works.

As the work progresses, the Contractor shall continue to provide the required details and data for review by the Corporation's Representative to assist in the expeditious inspection of the Works when completed. The Corporation's Representative shall review promptly and revert within 14 days after receipt of

such notice. If the Works are found to be complete in all respects and carried out in accordance with the Contract then the Corporation shall issue a Certificate of Completion and Acceptance as provided for in clause 18.2. If some defects and/or deficiencies are noticed in the Works, the same shall be notified to the Contractor in writing within 14 days after receipt of Contractor's Notice. Such defects and/or deficiencies attributable to the Contractor's Work and workmanship shall be rectified promptly by the Contractor at his own expenses for which no extension shall be granted. The Contractor shall thereafter repeat the procedure for giving notice as stated above. Should the Corporation fail to notify such defects and deficiencies to the Contractor within the said period, the Works shall be deemed to have been completed and accepted by the Corporation without comments.

18.2 If the Corporation is satisfied that the entire Works have been completed as specified in the Contract and have successfully passed all tests provided in the Contract then the Corporation shall issue a Certificate of Completion and Acceptance which certificate shall be effective from the completion date which the Contractor had notified to the Corporation subject to the Corporation's Representative certifying that the entire Works were completed by the Contractor without any defect on the said notified completion date except for the Punch List items.

18.3 The Corporation may accept at its discretion either for flowing oil or gas or any other use any Work which has been substantially completed to the satisfaction of the Corporation's Representative at Site and shall issue a part Certificate of Completion and Acceptance before issuing a final Certificate of Completion and Acceptance referred to in 18.2 above.

Such part of the Works shall then be considered as completed by the Contractor except for any outstanding item for that part of the Work which the Contractor shall agree to complete before completion and acceptance of the entire Works. No extension of time or increase in cost will be acceptable to the Corporation on this ground.

18.4 The Contractor shall not use or occupy any part of the Works unless its use or occupation has been agreed to by the Corporation in writing.

18.5 The Corporation's acceptance of the Works shall not operate as a waiver of the Corporation's rights under guarantees in the Contract herein contained as to any short supply specified in the Punch List and defects and deficiencies under Clause 29.0.

19.0 **DISCHARGE CERTIFICATE**

No certificate other than the Discharge Certificate referred to in Clause 19.1 shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part of it or of the accuracy of any claim or demand made by the Contractor or of extra work/change order having been ordered by the

Corporation nor shall any other certificate conclude or prejudice any of the rights of the Corporation.

- 19.1 The contract shall not be considered as complete until a discharge certificate has been signed by the Corporation's Representative on behalf of the Corporation and delivered to the Contractor stating that the works have been completed and made good to the satisfaction of the Corporation's Representative in accordance with the contract.
- 19.2 The discharge Certificate shall be issued by the Corporation's Representative (28) twenty eight days after the expiration of the Guarantee period (or if different guarantee periods become applicable for different parts of the works then, without prejudice to the Corporation's representatives, rights upon the expiration of the latest of those periods) or as soon thereafter as any works ordered during that period have been completed to the satisfaction of the Corporation's Representative in accordance with the Contract.
- 19.3 This clause (19.0) in its entirety shall have effect notwithstanding that the Corporation has entered on or taken possession of, the works after completion or any part of the works by virtue of any agreement with the Contractor.
- 19.4 Neither the Corporation nor the Contractor shall be liable to the other for any matter or thing arising out of or in connection with the Contract or doing of the works unless the party asserting the liability has given the other party written notice of its claim before the issuance of the last discharge certificate under the clause.
- 19.5 Notwithstanding the issue of the Discharge Certificate the Contractor and the Corporation shall (subject to sub-clause 19.4 of this clause) remain liable for the fulfillment of any obligation incurred under the provisions of the contract before the issue of the Discharge Certificate which remains unperformed at the time, the certificate in question is issued, and for the purposes of determining the nature and extent of any said obligation the contract shall be deemed to remain in force between the parties.

20.0 AMENDMENT TO THE CONTRACT

The contract shall be amended / modified only by a written agreement between the parties.

21.0 PORT/CUSTOMS/EXCISE CLEARANCE ASSISTANCE

- 21.1 The Contractor shall acquaint himself with all the formalities and procedures of Indian Governmental agencies such as Customs, Excise, Licensing authorities etc. It shall be sole responsibility of the Contractor to get cleared all the equipments/ material required for execution/completion of the work from all Governmental Agencies including but not limited to port, customs and excise etc. It shall be the responsibility of the Contractor to provide the requisite particulars and documents to the customs and other Govt. Authorities and get the materials

cleared and transported in time. The Contractor shall be fully responsible for any delays, penalty/ demurrage charges, fees, losses, if any, in this regard.

- 21.2 Corporation will not provide and/or arrange for any easement and licenses required for executing the Works either for raw materials procurement/imports or other issues relating to import of machinery but for the customary recommendatory letters solely as assistance to the Contractor in obtaining the requisite permits associated with execution of the Scope of work shall be provided by Corporation without assuming any liability financial or otherwise whatsoever.
- 21.3 In the event of any part of the Works being damaged/lost subsequent to payment of Customs duty by the Corporation, it shall be the Contractor's responsibility to make good the same through fresh import and to pay and bear all the cost including customs duty as applicable. However, in case the said part of the Works is not imported afresh as a result of mutual agreement between the Contractor and the Corporation, the Corporation shall be entitled to recover all the cost including Customs duty already paid by the Corporation for said posting from any money due or which may become due to the Contractor. However, in case the deficiency is restored satisfactorily by the Contractor without recourse to fresh import, then Corporation will not recover the cost on such a loss or damage.
- 21.4 The Contractor shall schedule all activities in advance taking into account any possible delays due to the aforesaid reasons. No extension of time shall be granted to the Contractor on this account.

22.0 CONTRACT PRICE/TERMS OF PAYMENT/DISCHARGE CERTIFICATE

In consideration of the Works carried out by the Contractor to the complete satisfaction of the Corporation in accordance with Specifications and Drawings forming part of the Contract, the Corporation shall pay to the Contractor the agreed price for the said stages/items of Work completed, on the basis of lumpsum unit price(s) as detailed in price schedule.

The aforesaid lumpsum unit price(s) of stages/items of Work contained in the price schedule shall include price for procurement and supply of any and all materials and services required for executing the Works as per Scope of work, handling, transportation, clearing and forwarding, port/custom/excise and other Governmental clearances and delivery of items at Corporation's Site/Nhava inclusive of all taxes, duties, fees, including custom duties, excise duty, sales tax as applicable, insurance premia etc. payable for execution of the Works under the Contract.

- 22.1 The Contract Price including unit price of various items as detailed in price schedule shall remain firm until the entire Works are completed and shall not be subject to escalation on any ground whatsoever.

23.0 DUTIES, FEES AND TAXES ETC.

- 23.1 To avail Custom duty concessions wherever applicable, ONGC shall only provide recommendatory letter to DGH for issue of Essentiality Certificate. ONGC shall not responsible if contractor fails to avail any concessional benefits.
- 23.2 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the CORPORATION for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

CONTRACTOR shall provide all the necessary compliances/ invoice / documents for enabling ONGC to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by ONGC only against appropriate documents ie: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of ONGC)
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- (iv) In case of imported goods, contractor/supplier is required to provide original Bill of entry or copy of Bill of Entry duly attested by Custom authority.
- (v) The Contractor should mention the Place of supply in the invoice raised under GST Law.
- (vi) ONGC would not accept any invoice without its GSTIN mentioned on the invoice

Note : Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.

Corporation will not reimburse or pay any other duties and any fees, charges, costs, taxes etc. payable for the items required for execution of the Contract. Corporation will not also take any responsibility as to the applicability of the exemptions given to Corporation by the Govt. of India for the works by the Contractor to pay all other duties or obtain the exemptions as may be necessary for him to execute the Works.

23.3 CUSTOMS DUTY (BCD + IGST): - (applicable for Charter hire services using CONTRACTOR's capital equipment like rigs/equipments/ tools/vessels etc

and for petroleum operations, where concessional Customs duty is applicable as per the policy of Govt. of India in vogue).

As per Sl. No. 404 of Customs Notification No. 50/2017-Cus dated 30.06.2017 and amended vide Customs Notification No. 02/2022-Cus dated 01.02.2022 & 40/2022-Customs dated 13.07.2022 (as amended from time to time), the goods required in relation with petroleum operation for eligible areas, as mentioned in list 33 of said notification, would attract 12% Customs Duty (BCD Nil & IGST @ 12%) subject to submission of required undertaking/ certificate.

All imports (rigs/equipments/vessel/tool/spares, consumables and accessories) and import clearance under the contract including payment of Customs Duty shall be the responsibility of the Contractor.

For import of rigs/equipments/ vessel/tool/ Chemicals/spares and accessories as specified in list 33, for execution of contract for petroleum operations, Corporation will provide required undertaking/certificate to contractor for availing concessional rate of Customs duty for import of equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33, as eligible. Accordingly, only concessional rate of the Customs duty for equipments/ vessels/tool/ Chemicals /spares and accessories as specified in list 33 required for operation and maintenance of equipment and equipments is to be considered while quoting. As regards, re-export of equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 (owned or on lease basis) brought by the contractor (whether Indian or foreign) for petroleum operation, as the equipments/vessels/tool/ Chemicals/ spares and accessories as specified in list 33 would be imported by the contractor with payment of concessional rate of CUSTOMS DUTY; after expiry of the contract with ONGC, the contractor would have to either re-export the equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 or deploy the equipments/vessels/tool/spares, Chemicals/spares and accessories as specified in list 33 for petroleum operations in areas where concessional rate of Customs Duty is applicable after getting a fresh Certificate/documents from the Corporation, as applicable. The contractor shall also have to indemnify the Corporation against any claim that may arise due to violation of the Customs Act or the Foreign Trade Policy by them. In case any equipments/vessels/ tool/ Chemicals/spares and accessories as specified in list 33 are required to be replaced by the contractor during the execution of the contract, the Corporation shall issue a fresh undertaking/certificate, as applicable, and bring the equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33 on payment of concessional rate of Customs Duty.

All imports under the contract shall be done with Corporation's prior approval only. The Contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on Corporation shall be borne by the Contractor including the element of interest on Corporation's funds blocked under such circumstances. Corporation shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

Contractor shall be responsible to import the equipments/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required

under the Customs Act / Foreign Trade Policy (FTP) and indemnify ONGC from all the liabilities of Customs in this regard.

The equipments/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by ONGC shall not be used / deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by Corporation and in the event of the equipments/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs department and other authorities for violation of the customs rules and regulations and other allied rules.

Similarly in case of deployment of equipment by a contractor on ownership basis under concessional rate of Customs Duty under Sl. No. 404 of notification no. 50/2017-Cus and amended vide Customs Notification No. 02/2022-Cus dated 01.02.2022 (as amended from time to time) for ONGC contracts, if after the expiry of contract such equipment are deployed for other licensee/contractor, then the contractor has to comply with condition of the said notification and indemnify ONGC against any claim arising out of non-compliance of the said notification.

23.4 PAYMENT OF TAXES AND DUTIES.

The Contractor shall bear all taxes levied or imposed on the Contractor and be responsible for all taxes levied or imposed on their sub-contractor(s) under the contract, including but not limited under the provisions of Income Tax Act 1961 or any amendment thereof and under the Companies (Profit) Surtax Act of 1964 or any amendment thereof upto the date advised by Corporation or final price bid (i.e. _____) on account of payments received by him from the Corporation for Work done under the Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Contractor shall also provide the Corporation such information as it may be required in regard to the Contractor's income and expenditure under the Contract for proper assessment of taxes and duties. The Contractor and his sub- contractor or his personnel shall bear all taxes, if any, levied on the Contractor's sub-contractor's and Vendor's personnel.

Should the Contractor fail to submit return/pay taxes in time as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax Authority, the said interest/penalty shall be paid by the Contractor only.

The Corporation shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Contractor at the rates in force, from the amount due to the Contractor and pay to the concerned tax authority directly.

The Contractor agrees that he and his sub-contractor(s), shall pay Indian Income Tax as may be imposed/levied on them by the Indian Income Tax Authorities for the payments received by them for the works under the Contract.

The Contractor, his sub-contractor(s) vendor(s) and the personnel deployed by them shall comply with the Indian Income Tax Act in force from time to time.

The Contractor shall indemnify Corporation against any and all liabilities of claims for such taxes including interest and penalty which any such taxing authority may assess or levy against the Corporation/Contractor.

- 23.5 In case any tax benefit is derived by the Contractor consequent upon assignment of Part of the works covered under the Contract by way of sub-contracting or assignment as per clause 7.0 of the Contract from Non-Resident Indian Company to an Indian Company due to the reductions of tax payable, then the contract price shall be reduced by an amount of tax benefit so derived due to change of status of the Company from non-resident to resident.

23.6 With-holding, Account and Tax Requirements

The Contractor agrees for a withholding from wages and salaries of its agents, servants, or employees all sums required to be with held by the laws of the Republic of India or any other agency having jurisdiction over the area where the Contractor is conducting operations, and to pay the same promptly when due to the proper authority. The Contractor further agrees to comply with all accounting and reporting requirements of any nation having jurisdiction over the subject matter thereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested by the Corporation, the Contractor will furnish the Corporation evidence of payment of applicable taxes, in the host country, on the Contractor's expatriate employees.

- 23.7 CONTRACTOR shall provide all the necessary compliances/ invoice / documents for enabling ONGC to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by ONGC only against appropriate documents ie: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of ONGC)
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- (iv) In case of imported goods, contractor/supplier is required to provide original Bill of entry or copy of Bill of Entry duly attested by Custom authority.
- (v) The Contractor should mention the Place of supply in the invoice raised under GST Law.
- (vi) ONGC would not accept any invoice without its GSTIN mentioned on the invoice

Note: Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.

23.8 CORPORATE TAXES:

- 23.8.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time.

The CONTRACTOR 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 CORPORATION for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

- 23.8.2 Tax shall be deducted at source by ONGC from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

- 23.8.3 A non-resident Contractor i.e., a Contractor who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has the option to obtain on its own either (A) a Certificate u/s. 195(3) of the Income Tax Act, 1961, or (B) a Certificate u/s. 197 of the Income Tax Act, 1961, and furnish the said Certificate u/s. 195(3) or the Certificate u/s.197, as the case may be, to ONGC along with each of its Invoices. In case the non resident Contractor wishes to exercise this option, it should convey the same in writing to ONGC at the time of signing the Contract and an option so exercised shall be final and cannot be changed during the currency of this Contract. In case an option is so exercised, ONGC shall deduct tax at source in accordance with the directions contained in the Certificate u/s. 195(3) or the Certificate u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

If after having exercised the option to obtain and furnish a certificate u/s. 195(3) or a certificate u/s. 197, the non-resident Supplier does not furnish a certificate u/s. 195(3)/197 along with any of its invoices, ONGC shall deduct TDS at the maximum marginal income-tax rate applicable to the non-resident Supplier as increased by applicable surcharge and education cess.

- 23.8.4 In case the non resident Contractor does not exercise the option in clause 8.5.3 above, an Order u/s. 195(2) of the Income Tax Act, 1961, for the purpose of deduction of tax at source will be obtained by ONGC from the Indian Income Tax Department, and tax shall be deducted at source by ONGC as directed in the said Order u/s. 195(2).

The Corporation, at its discretion, may obtain a Certificate in Form 15CB from a practicing Chartered Accountant in lieu of obtaining an Order u/s 195(2) from

Income Tax Department, and, in such case, TDS shall be regulated as per the said Certificate in Form 15CB

- 23.8.5 In case the non resident Contractor does not exercise the option in clause 8.5.3 above, it shall furnish a Tax Residency Certificate and Form No. 10F (Appendix – 11 of Annexure-I).
- 23.8.6 If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to ONGC within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of _____ (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to ONGC before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier. Contractor should note that any delay in submission of TRC, Form No. 10F and/or PE information within the specified time may lead to the Income Tax Department directing ONGC to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.
- 23.8.7 As per the provisions of Section 206AA of Indian Income-tax Act, 1961, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of the Act, is required to furnish its Permanent Account Number (PAN) to the person responsible for deducting tax at source failing which tax is required to be deducted at higher of the normally applicable rate and the rate prescribed by section 206AA which is presently 20%.

The provisions of section 206AA are, however, not applicable to a non-resident recipient not having a PAN if the non-resident furnishes prescribed details and documents in lieu of PAN viz., (i) name, email ID, contact no. of the non-resident; (ii) address of the non-resident in the country of tax residence (iii) tax residency certificate of the non-resident; and (iv) Tax Identification Number (TIN) of the non-resident allotted in the country of his tax residence.

Therefore, in case the CONTRACTOR does not furnish its PAN (or a non-resident CONTRACTOR does not furnish its PAN or the aforesaid prescribed information and documents), CORPORATION shall deduct tax at source as-provided in the Income-tax Act, 1961, or in the relevant Finance Act, or as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2) or as per Certificate obtained in Form 15CB, as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income-tax Act, 1961, from time to time.

- 23.8.8 The employees of such foreign companies/concerns/Joint Ventures, their SUB-CONTRACTOR and assignees are also required to comply with various Direct tax laws of India, as applicable.

For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, the CORPORATION shall not take any responsibility whether financial or otherwise.

23.8.9 As per section 94A of Indian Income-tax Act, 1961, the Central Government may, having regard to the lack of effective exchange of information with any country or territory outside India, specify by notification in the Official Gazette such country or territory as a Notified Jurisdictional Area (NJA) in relation to transactions entered into by an Indian tax resident. One of the consequences of a country or territory being specified as NJA is that TDS from a person located in such country or territory (as defined in section 94A) is required to be deducted at higher of normally applicable rate or rate specified in section 94A of the Income-tax Act, which is presently 30%.

Therefore, if the CONTRACTOR is a person located in a country or territory specified by the Government of India as NJA under section 94A of the Indian Income-tax Act, 1961, the CORPORATION shall deduct tax at source as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2) , as the case may be, or at such higher rate as may be required by Section 94A of Indian Income-tax Act, 1961, as applicable.

“Notes in respect of Tax Residency Certificate”

- (i) The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a notary public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC.
- (ii) During the currency of the Contract / Purchase Order, for the income accrued in different financial years, the Contractor/Supplier should submit TRC(s) and Form No. 10F valid for the entire duration of the contract. In case the validity of a TRC and Form No. 10F expires during the currency of the contract, fresh valid TRC(s) and Form No. 10F should be submitted by the supplier/contractor for the remaining part of the currency of the contract.

24.0 INSURANCE:

- 24.1 A) Within 45 days (30 days for submission of certificate of Insurance and 45 days for submission of policies) of placement of NOA or before commencement of execution of Works, whichever is earlier, the Contractor without restricting in any manner any other provisions of the Contract, and in particular, any such provision pertaining to his obligation, liability or responsibility shall take out and keep in force, at his expenses, the various insurance policies specified herein for the benefit of and in the joint names of the Corporation and the Contractor against all risks with the exceptions of those war risks in respect of which insurance cover is not available even with payment of additional premium, of physical losses or damages suffered by the Works and Temporary Works or part of the Work upto the Contract Price thereof or such additional sum as may be specified in the Contract in such a manner that the Corporation and the Contractor are covered.

- i) from the commencement of the Works until the date of issue of Certificate of Completion AND Acceptance (excluding the value of part of the works which are taken over by the Corporation pursuant to clause 18.3 for the period when such part of Work is in the custody of the Corporation) for loss or damage arising from a cause, occurring prior to the date of issue of Certificate of Completion and Acceptance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him.
- ii) during the Guarantee period against any loss or damage arising from either the Contractor complying with the obligations under the Contract or for completion of any outstanding Work.

OR

for loss or damage in respect of the Works completed by the Contractor prior to the commencement of the Guarantee period.

- B) The Contractor shall take out and keep in force adequate Insurance to cover all risks a) workmen's compensation insurance for his personnel and his sub-contractor's personnel deputed to work under the contract. b) in respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials marine spreads, & other transportational and operational facilities used during the entire period of their engagement in connection with the contract to the insurable value of such equipment and other things needed during installation c) Group personnel accident policy d) fire, theft of all materials, & equipment. e) All other insurance like all risk insurance, third party liability etc. Corporation shall have no liability whatsoever in this regard. Such insurance policies of the Contractor shall embody the following clauses:

"The Insurance hereby waive their rights of subrogation against the Oil & Natural Gas Corporation, their employees, their subsidiaries, affiliates and assignees."

- C) The Contractor shall suitably insure his equipment and other things needed for installation brought to the Site against the risk of removal of wreck under statute. Such policy/cover should be extended to include removal of wreck/debris in the event Corporation requires Contractor to do so. Any limit of liability specified by such policy shall not relieve the Contractor from any enhanced actual liability in carrying out his obligations.

24.2 POLICIES TO BE TAKEN OUT BY CONTRACTOR :

(A) (i) CONTRACTOR shall, at his own expense, arrange Workmen's Compensation / Employer's Liability Insurance policy to cover statutory liability of an employer for the workmen engaged under this contract also to cover all risks assumed by the CONTRACTOR in respect of its personnel deputed under this CONTRACT.

[Above policy, wherever applicable, shall be submitted by the contractor at the time of mobilization with its validity for the entire contract period. However in case

insurance for entire contract period is not issued by insurance company as per their company policy, wherever the policy validity is expiring before the contract period, the policy with extended validity is to be taken and submitted by the Contractor to ONGC (Indentor from ONGC to verify compliance) for continuity of Insurance Policy without break before expiry of insurance (e.g., if policy is expiring in June, then extended policy to be submitted in June itself before its expiry)]

(ii) Further, CONTRACTOR at his own expense shall also arrange insurance policy to cover CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this contract even when these are in the custody of ONGC and that ONGC will have no liability on this account." [Above policy is to be submitted at the time of mobilisation and subsequently every year (if renewal of policy have been done) and not required with monthly invoice]

In case aforesaid policies (i and/or ii) cannot be taken at the time of mobilisation due to short mobilisation period, they can be submitted before commencement of work but with validity from mobilisation date.

B) The Contractor and the Corporation shall be covered by insurances to be taken out and maintained by the Contractor as set forth below :

i) Cargo Transit Insurance

Covering loss or damage of cargo, materials & equipments etc. forming part of the Works, occurring whilst in transit from the Contractor's, sub-contractor's, Vendor's/manufacturer's works and/or warehouse until arrival at the Site, for the materials. The Contractor shall comply with all warranties stipulated by his insurers in the marine transit policy including but not limited to the approval of tug(s) and tow(s), towage arrangement, stowage, sea fastening, packaging, marking, lifting, shifting, loading, unloading, skidding, and launching at his own risk and cost.

ii) Contractor's All Risk Insurance

Covering physical loss or damage to the Works at the Site, occurring prior to acceptance of the Works or part thereof with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the warranty period when the Contractor is on the Site for the purpose of performing its obligations during the warranty period. Endorsements to the policy shall include coverage for "faults in design" requiring replacement and repair of damaged equipment due to the faults in design, faulty workmanship and faulty materials. Specific insurance for bodily injury and personal liability insurance (excluding that to third parties) and endorsements for such items as elevator and hoist liability etc. may also be included.

iii) Third party Liability Insurance

Covering bodily injury or death suffered by third parties and loss or damage to property occurring in connection with execution of the Works. Before

commencing the execution of the Works, the Contractor, but without limiting his obligations, liabilities and responsibilities under the provisions of the Contract, shall insure at his expense against his liability for any material or physical damage, loss or injury which may occur to any property or any person by or arising out of the execution of the Works or in the performance of the Contract. The terms of such insurance shall include provisions whereby in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against Corporation, the insurer will indemnify the Corporation against such claims and any costs, Charges and expenses in respect thereof.

iv) Workmen's Compensation

In accordance with the statutory requirements applicable.

v) Such other insurances as may be specifically agreed upon by the parties to the extent Insurable risks not covered by the above policies (where the Corporation shall be the beneficiary) providing coverage for all direct loss caused by defective design, materials or workmanship (including defective construction or erection) within the control of the Contractor or his sub-contractor.

- 24.3 The Corporation and the Contractor's sub-contractors shall be named as co-insurers under all insurance policies taken out by the Contractor pursuant to the above sub-clauses except for the workmen's Compensation and Employer's Liability Insurances, and all insurer's right of subrogation against such co-insurers for losses or claims arising out of the performance of the Contract shall be waived under such policies.

In the event there is any misrepresentation, non-disclosures, breach of express/implied warranties, unlawful activity, breach/non-fulfillment of any terms and conditions of the policy or any willful misconduct on the part of the Contractor which may result in automatic termination, expiry, or penalty under the policy, the Contractor shall be solely responsible for the same, and bear all such consequences. Further in the event of the Contractor having failed to insure (for whatever reason), or has inadequately insured, he alone shall bear the consequences of not being insured or protected fully by insurance. The Contractor shall also be responsible for the various deductible excess or fractions stated under his insurance policies.

The total amount of Deductibles shall not exceed 1.5% of the sum insured in the case of Contractors All Risk Insurance and Cargo Transit Insurance Policies.

- 24.4 The Contractor shall prior to commencing any relevant part of the works deliver to the Corporation, copies of the Insurance Policies as evidence that the required policies are in full force and effect.

It shall be the responsibility of the Contractor to pay the premium in time and to keep the policies of insurance, as required by the Contract, valid throughout the period of execution of Works. The Contractor shall wherever

required produce to the Corporation the policy(ies) of insurance, provided always that in respect of any person employed by the sub-contractor, the Contractor's obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect of such person in such manner that the Corporation is indemnified under the policy but the Contractor shall require such sub-contractor to produce to the Corporation or the Corporation's representative when required, such policy for insurance and the receipt for the payment of the current premium. The policy(ies) shall provide that not less than 21 days written notice shall be given to the Corporation by all insurers prior to any cancellation or material modification of the policy(ies).

The Contractor shall produce a certificate from insurance Company to the effect that all premia under the policy have been paid and indicating validity of the policy.

All insurance policies of the Contractor shall embody the following clause:

"The Insurers hereby waive their right of subrogation against Oil and Natural Gas Corporation, their employees, their subsidiaries, affiliates and assignees".

Such insurance shall be effected with an insurance Company incorporated and registered in India or jointly with company of international repute and an insurance company incorporated and registered in India. The insurance cover shall apply even when the loss or damage might have occurred due to the negligence of the Corporation, its authorised representative or its workmen or any consultancy of inspection or certification agency working for the Corporation. The Contractor shall, in all respects comply with any conditions stipulated in the Insurance policies which are required to take out under the Contract.

Note: Policies of insurance shall be provided in respect of those policies taken out specifically for this project. With regard to those other corporate policies of Insurance in respect of bidder's worldwide cover, Certificates of Insurance from the Insurance Company shall be provided. Also bidder shall provide certified statements from the Insurance Company that premia have been paid and policies are in force.

- 24.5 Approval by the Corporation of any insurer or terms of insurance proposed by the Contractor shall not relieve the Contractor of any of its obligation or liability under or arising from this Contract or generally at law.
- 24.6 The terms of insurance shall include a provision whereby in the event of any claim being brought or made against the Corporation in respect of which the Contractor would be entitled to receive indemnity under the policy, the insurer will indemnify the Corporation against such claims and any costs, charges and expenses in respect thereof.

24.7 The Contractor shall prepare and follow-up any claims made under the policies effected as required under the Contract at the Contractor's risk and cost. The Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Corporation, in respect of the insurance claims in which Corporation's interest is involved.

24.8 Remedy on the Contractor's Failure

Should the Contractor fail to take out and/or keep in force the insurance policies referred to above, or any other insurance which he may be required to effect under the terms of the Contract then the Corporation may at its option take out and keep in force insurance considered appropriate and necessary in the circumstances and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid, by the Corporation as aforesaid with interest from any monies due or which may become due to the Contractor or recover the same as a debt due to the Contractor. However, if the policy lapses due to any reason, then the loss, damages and all liabilities on account of the policy having lapsed shall be to the account of the Contractor, nothing in this clause shall be construed by the Contractor as a waiver of his obligations to insure as required under the Contract. Further nothing in this clause shall impose upon the Corporation any obligation to insure on behalf of the Contractor. The Corporation may exercise its option to do so as stated herein but failure to exercise such option shall not entitle the Contractor to seek damages from the Corporation or eschew responsibilities under the Contract including his duties to insure and keep valid insurance policies.

24.9 **CHECKLIST OF INSURANCE POLICIES**

1. List of Policies to be taken:

- (a) Contractor's All Risk Insurance (including Offshore and Onshore Terrorism cover)
- (b) Cargo Transit Insurance.
- (c) Third Party Liability Insurance.
- (d) Workmen's Compensation Insurance / Employer's Liability Insurance.

2. Principle Assured.

The following are to be included as Principal Assured in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability Insurance) :

- (a) Oil & Natural Gas Corporation Limited and Contractor's name (as appearing in the bid document / NOA)
- (b) Parent and/or Subsidiaries and/or Affiliated and/or Associated and/or inter-related Companies of the above as they are now or may hereafter be constituted and their Directors, Officers and Employees, while acting in their capacities as such.

3. Additional Insured

The following are to be included as Additional Insured in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability Insurance):

(a) Any other company, firm, person or party (including Contactors and/or sub-contractors and/or manufacturers and/or suppliers) with whom the below mentioned persons have entered into written contract(s) directly in connection with the Project :

- (i) Oil and Natural Gas Corporation Limited,
- (ii) Parent and/or Subsidiaries and/or Affiliated and/or Associated and/or inter-related Companies of the above as they are now or may hereafter be constituted and their Directors, Officers and Employees, while acting in their capacities as such.
- (iii) Project Managers
- (iv) Contractor

4. Waiver or Subrogation

Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules and applicable statutory provisions, where ONGC is neither required to be present as principal Assured or additional Assured, all policies should have Waiver of Subrogation against Principal Assureds (as mentioned in point 2 above) and Additional Insured (as mentioned in point 3 above) and Contractor.

5. Location of the Proposed Project (in Contractors All Risk Policy)

6. Project Description (Name) (in Contractors All Risk Policy)

7. Sum Insured (Physical Damage portion of Contractors All Risk Policy), Not less than Estimated Final Contract Value as per NOA/Contract distributed in all currencies as mentioned in NOA/Contract.

8. Period of Insurance (Contractors All Risk Policy)

To be valid upto scheduled completion date of contract, with provision for extended maintenance coverage for Contractor's liability in respect of any loss / damage occurring during the warranty period.

9. Deductibles

The contractor shall take policy with minimum deductible as prescribed for the policy (ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

10. Loss Payee Clause

The Insurance Policies should mention the following in Loss Payee Clause:
“In respect of Insurance claims in which ONGC’s interest is involved, written consent of ONGC will be required”.

11. Compliance with Sec 25(1) of ‘The General Insurance Business (Nationalization) Act, 1972’

Section 25(1) of ‘The General Insurance Business (Nationalization) Act, 1972’ is reproduced below:

“No person shall take out or renew any policy of Insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government”

The above requirement of aforesaid Act needs to be complied with by the Contractor wherever the aforesaid provisions of Act apply, and compliance confirmation submitted.

12. Written Notice
All Insurance Policies should provide that not less than 21 days written notice shall be given to the ONGC by the Insurance Company prior to any cancellation or material modification of the Policy (ies).
13. All insurance policies should mention the following:
“Notwithstanding anything to the contrary elsewhere in the Policy, it is understood and agreed that Insurance cover shall apply even when the loss or damages might have occurred due to the negligence of the ONGC, its authorized representative or its employees or its workmen or any consultancy inspection or Certificate Agency working for the company.

24.10 Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY).

Contractor shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of ONGC for defraying the cost of the insurance premium amount under the contract. The contractor shall also certify that the claim has not been preferred in the earlier contract of ONGC or otherwise.

ONGC after satisfying by verifying the required documents shall release the premium amount to contractor. In case a member is covered through more than one account, insurance cover will be restricted to one only.

25.0 INDEMNITY AGREEMENTS

25.1 Indemnity by Contractor:

Contractor shall indemnify and keep indemnified Corporation, its other contractors and/ or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith including but not limited to:

- a) personal injury, illness or death of:
 - i) any of Contractor's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of Company); and
 - ii) subject to clause 25.2 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractors' personnel and
- b) loss or damage to:
 - i) any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractors or subcontractors' personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of Company); or
 - ii) subject to clause 25.2(b) (i) any other property to the extent the loss or damage is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractors' personnel.

25.1.1 The Contractor shall defend and indemnify the Corporation against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark, or name or other protected rights in respect of any plant equipment, construction plant and equipment, machinery, works, materials or process used for or in connection with the Works or Temporary Works or any of them and against all claims, proceedings, damages, costs, charges and expenses whatever in connection with works or temporary Works.

25.1.2 The Contractor shall defend and indemnify the Corporation against any liability for damages on account of noise or the disturbance created during or in carrying out the works and against all claims, demands, proceedings, costs, charges and expenses whatsoever in that connection.

25.2 Indemnity by Corporation:

Corporation shall indemnify and keep indemnified Contractor (which expression in this clause includes, unless the context otherwise requires, Subcontractors of any tier and its and their employees) from all actions, proceedings, suits, claims,

demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

- a) personal injury, illness or death of
 - i) any employee of the Corporation (even if caused by or contributed to by the negligence or fault of Contractor);
 - ii) subject to clause 25.1 (a) (i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of Company; and
- b) any loss or damage to:
 - i) any property owned, hired or supplied by Corporation (even if caused by or contributed to by the negligence or fault of Contractor); except to the extent that such property is in the care or custody of Contractor in connection with the work under the Contract.
 - ii) Subject to clause 25.1 (b) (i) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of Corporation

26.0 JURISDICTION AND APPLICABLE LAW

The Contract including all matters connecting with this Contract shall be governed by the Indian law both substantive and procedural, for the time being enforced and shall be subject to the exclusive jurisdiction of Indian courts at Mumbai, India.

27.0 CENTRALISATION OF THE JURISDICTION AND FILING OF RETURNS OF INCOME TAX ETC. WITH THE DY.COMMISSIONER, SPECIAL RANGE, DEHRADUN

It is notified that order u/s 195 (2) of the I.T.Act, 1961 for the purpose of deduction of tax at source will be obtained by ONGC from the Dy.Commissioner of Income Tax (Asstt.), Special Range-I, Dehradun. In view of the CBDT's notification no.9579 dated 05.08.94 the foreign Contractor is responsible for filing the return of their income as well as their sub-contractor's assignees including that of their partner in the Joint Venture Contracts (whether Indian or otherwise) and get their assessment completed with the Dy. Commissioner of Income Tax (Asstt.), Special Range-I, Dehradun, India.

The employees of such foreign Companies / Concerns / Joint ventures, their sub-contractors and assignees are also required to file their return of income with Dy.CIT (Asstt.), Special Range-I, Dehradun (India).

For lapse if any on the part of the Contractor and consequential penal action taken by the tax department, ONGC will not take any responsibility whether financial or otherwise.

28.0 SETTLEMENT OF DISPUTE/ARBITRATION

28.1 ARBITRATION

1. There shall be no arbitration for disputes involving claims upto Rupees 25 lakhs and more than Rs. 100 crores. Disputes involving claims above Rs. 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.
2. 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.
3. 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 currency exchange rate as applicable on the day prior to the date of notice, as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal should be adopted for conversion of foreign currency in Indian Rupees. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.
4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, ONGC 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 ONGC. In case ONGC 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 and Conciliation Act, 1996.
5. For a dispute involving claims above Rs.5 crores and upto Rs. 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with the 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 respects 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.

6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
7. 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.
8. 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.
9. 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.
10. 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. In case of sole arbitrator, ONGC shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.
11. The seat of the 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.
12. Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.
13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.

14. 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.

28.2 Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s) / Organisations(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s), between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

28.3 Resolution of disputes through conciliation by OEC :

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as "Dispute") under the Contract arises, the party shall give a 60 days written notice ("**Dispute Notice**") to the identified officer of the other party mentioned in the Contract giving details of the Dispute. The Parties shall use all reasonable endeavours to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement as evidence in any Forum / arbitration / court proceeding.

If Parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days' Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and / or arbitration subject to terms and conditions contained herein below:

1) Parties further agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
- ii) Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision under the provisions of Integrity Pact executed between ONGC and the Bidder / Contractor.

2) Conciliation: (Not applicable in cases valuing less than Rs 10 lakhs)

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 may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, ONGC as provided hereunder:

Proposal for OEC

1. Conciliation through OEC will be resorted in cases involving disputed amount upto Rs. 250 crores only. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.

2. Claimant shall give notice for conciliation. In cases where the contractor is claimant then the notice shall be given to the concerned ONGC office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any issue thereafter. It shall be ensured by parties that no parallel proceedings relating to dispute under the same contract are going on in any Court/Forum/Tribunal. In case, if any dispute is pending relating to the same Contract, then both the parties shall either withdraw the proceedings from the Court/ Tribunal / forum or shall keep the case in abeyance.

Constitution of OEC

3. CMD, ONGC will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by ONGC and will normally comprise of three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) upto Rs 1 crore.

Reconstitution of OEC:

CMD is empowered to re-constitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

4. Upon constitution of the OEC, Chief Legal Services will issue the appointment letters to OEC members and inform the same to the parties concerned.

5. The OEC members shall give a declaration of independence and impartiality (as per Appendix 3) to both the parties before the commencement of the OEC proceedings.

Constitution of OEC

6. The claimant shall submit its statement of claims to OEC members, and to the party(s) prescribed in the appointment letter within 30 days of the issue of the appointment letter (as per Appendix 4).

7. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.

8. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC.

9. OEC will commence its meetings only after completion of the pleadings.

10. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations. In exceptional circumstances such as death/serious illness of OEC member or if any OEC member has recused himself from the case during OEC proceedings, then with the consent of both the parties, two OEC members shall give and sign the recommendations. At the conclusion of OEC proceedings, OEC members shall give its recommendations for resolution of disputes based on material before it with proper justification and reasons. Failure report shall not be construed to be a recommendation by the OEC.

11. The parties shall be represented by their in-house employees/executives. No party shall be allowed to bring any advocate or outside consultant/advisor/ agent to contest on their behalf. Ex-officers of ONGC who have handled the matter in any capacity are not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

12. Solicitation or any attempt to bring influence of any kind on either OEC Members or ONGC is completely prohibited in conciliation proceedings and ONGC reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

13. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

14. OEC will give full opportunity of hearing to the parties before giving its recommendations.

15. OEC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement. CMD, ONGC may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.

16. OEC members will be paid fees and provided facilities (as detailed under point 27 of this clause) hereinafter, subject to revision by ONGC from time to time and subject to Government guidelines on austerity measures, if any.

17. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Delhi or Mumbai whichever is most economical from the point of view of travel and stay etc. OEC meetings can be conducted through video conferencing.

18. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

19. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.

Actions after OEC Recommendations

20. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.

21. The contractor shall give its response to ONGC within 15 days of receiving OEC Recommendation.

22. If the Recommendations are acceptable to the contractor partly or fully, ONGC will consider and take a decision on OEC recommendations. Key executive shall communicate the decision of ONGC to the contractor. If decision of ONGC is acceptable to the contractor, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the OEC Members.

23. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.

24. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any arbitration / court proceeding whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b. admissions made by the other party in the course of the OEC proceedings;
- c. proposals made by the OEC;
- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

25. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by ONGC to Govt. of India or its authorities, if required.

26. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

27. Fees and facility to the OEC Members

1. OEC members shall be entitled for the following fees and facilities (as amended by ONGC from time to time):

| Sl. No. | Fees/ Facility | Entitlement | To be paid by |
|---|--|---|----------------------|
| i. | Fees | Rs. 30,000 per meeting subject to maximum of Rs. 3,00,000 for the whole case. In addition, Rs. 10,000 is payable to each OEC member as a reading fees and one OEC member chosen by OEC shall be paid an additional amount of Rs. 30,000 towards secretarial expenses in writing Minutes / OEC Recommendation | Contractor |
| ii | Fee for attending meeting to authenticate the settlement agreement | Rs. 10,000 | Contractor |
| iii | Transportation in the city of the meeting | Car as per entitlement or Rs. 3,000 per day | Contractor |
| iv | Venue for meeting | ONGC conference rooms | ONGC |
| Facilities to be provided to the out -stationed member | | | |
| v | Travel from the city of residence | Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by | Contractor |

| | | | |
|------|---|--|------------|
| | to the city of meeting | Business class shall be subject to austerity measures, if any, ordered by Govt of India. | |
| vi | Transport to and fro airport / railway station in the city of residence | Car as per entitlement or Rs. 4,000 | Contractor |
| vii | Stay for out stationed members | 5 Star Hotel | ONGC |
| viii | Transport in the city of meeting | Car as per entitlement or Rs. 3000 per day | Contractor |

All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

29.0 MAINTENANCE OF WORK

The Contractor shall be liable for the defects for a period of 12 months from the date of completion of Work as per provisions of guarantee clause 30.0. During this period, any defects attributable to the Contractor and notified to him shall be rectified by him at his cost.

30.0 GUARANTEE

30.1 The Contractor agrees to ensure that all materials, equipments and components used in execution of the works under this contract, shall be new and unused (not reconditioned) and of recent manufacture which shall in no case be of a date of manufacture older than one year from the date of delivery (this delivery date shall be effected after Notification of Award of Contract) at the yard/site as the case may be and however, structural steel shall in no case be older than 18 months from NOA. The Contractor shall warrant that every Work executed under this Contract shall be free from all defects and faults in design and engineering materials with established and accepted standard for material and workmanship of the type ordered and in full conformity with the design, Drawings, Specification, or sample, if any, and shall if operable, operate as per other stipulated conditions in accordance with the Contract. This warranty shall survive inspection of, payment for and acceptance of all the equipment and shall be valid for a period of 12 months from the date of issue of Certificate of Completion and Acceptance.

30.2 If during the aforesaid period, the said plant, machinery, equipment be discovered not to conform to the description and quality aforesaid or have deteriorated otherwise than by fair wear and tear, (the decision of the Corporation in the behalf being final and binding upon the Contractor) the Contractor shall promptly and at its cost repair/replace or otherwise make good such defects as well as any damage to the Works caused by such defect. If the Contractor fails to replace/repair such defective equipment within a reasonable time depending upon exigency of the situation, then the Corporation will be entitled to deploy other agencies to carry out the same and if such work which

in the opinion of the Corporation's Representative was the liability of the Contractor to do at his own expense under the Contract, then all repairing/ replacement cost directly incurred or incidental thereto and also damage sustained or allied, equipment and structures and other facilities forming part of the works shall be recoverable from the Contractor.

The Contractor agrees to make payment against such claim within 30 days of receipt thereof. If the Contractor fails to pay the amount to the Corporation within 30 days from the receipt of the invoice then amount may be deducted by the Corporation from any money which is due or may become due to the Contractor including Corporation's right to encash the performance guarantee furnished by the Contractor in accordance with provision of performance guarantee.

30.3 The period of Guarantee for any part of the Works shall be as specified in clause above if the Works or any part thereof can not be used by reason of such defect/damage and/or making good of such defect, and/or damage the warranty period of the Works or such part thereof as the case may be, shall be extended by a period equal to the period during which the Works or such part thereof cannot be used by the Corporation. The Contractor shall arrange for the performance guarantee to remain valid until the expiration of the extended warranty period with respect to such part of the Works.

30.4 To the extent that during the period of Guarantee the Works shall remain in as good and perfect a condition (except the fair wear and tear) as they were at the beginning of the period of Guarantee and that all machinery, equipment, in the process shall continue to perform or operate (except the fair wear and tear expected) during the period of Guarantee in accordance with all relevant Contract Specifications or conditions to the satisfaction of the Corporation. The Contractor shall do all repair, amendment, reinstallation rectification and making good of defects imperfection shrinkages and settlements, including where necessary the repair or, if repair proves impossible, the replacement of the equipment in the process, which the Corporation requires of the Contractor in writing during the Guarantee period or within fourteen days after the expiration of the period of Guarantee as a result of any inspection made during the period of the Guarantee.

30.5 The Contractor shall ensure that all Guarantees or warranties issued by manufacturers of the system and accessories supplied by the Contractor or by the Contractor's sub-contractor and covering the performance of the said material and equipment supplied by them be issued in the joint name of the Contractor and the Corporation such that the Corporation enjoys the same benefits and protection provided by any such Guarantees or warranties as does the Contractor. The issuance or existence of any such Guarantees or warranties shall however in no way relieve the Contractor of his obligations under the Contract, in particular with reference to the provisions of this section.

30.6 The Contractor shall be and remain responsible during the period of Guarantee for making good with all possible speed and defects arising from the Contractor's defective design and engineering (other than a design made,

furnished or specified by the Corporation and for which the Contractor has disclaimed responsibility in writing within 7 days time after receipt of the Corporation's installation) of the aforesaid equipment or process which may develop under the condition provided for in the contract and under proper use in the works or any portion thereof.

- 30.7 The Contractor shall carry out all the Works and supply and install all replacement materials and equipment pursuant to this section at no additional cost to the Corporation including the cost of timely transportation of materials and equipment to Site if the need for the Work is due to poor workmanship or faulty materials, equipment or process supplied by the Contractor or due to the use of materials or equipment not in accordance with the Contract or Specifications or due to neglect or failure of the Contractor to comply with any obligations.
- 30.8 During the Guarantee period, if the Contractor is requested by the Corporation to visit the offshore Site for checking and carrying out remedial work of facilities and equipment, all expenses towards personnel, travelling to and from the Site, living and accommodation etc. for remedial works shall be borne by the Contractor unless such defects are caused by the Corporation or Corporation's agents/other contractors.
- 30.9 The above warranty conditions shall not apply for the part of the Works for which the Contractor proves to the satisfaction of the Corporation that the structures/ facilities have been modified without consent of the Contractor and equipment have been used/operated by the Corporation disregarding operating instructions provided by the Contractor or equipment manufacturer. Provided however that the decision of the Corporation in this regard shall be final and binding on the Contractor.

31.0 PERFORMANCE GUARANTEE & SECURITY DEPOSIT

Bidder to refer Special Conditions of Contract.

The CONTRACTOR shall furnish to the CORPORATION within 15 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee (as per the proforma enclosed at Appendix-I of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the CORPORATION on demand.

Subject to credit in ONGC's account within prescribed time

In the event of completion of Works being delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall get the validity of the guarantee suitably extended so as to make it valid for 60 days from the actual date of completion of works.

The Corporation shall have an unqualified option under this Guarantee to invoke the banker's guarantee and claim the amount thereunder in the event of the Contractor failing to honour any of the commitments entered into under this Contract. In case the Contractor fails to furnish the requisite bank Guarantee as stipulated above, then the Corporation shall have the option to terminate the contract and forfeit the Bid Bond amount and no compensation for the works performed shall be payable upon such termination.

The Contractor shall also arrange for the performance guarantee to remain valid until the expiry of different Guarantee period for entire Works or if different Guarantee periods become applicable to the different parts of the Works then until expiry of latest of such Guarantee periods. If different Guarantee periods become applicable to different parts of Works, then the performance guarantee is to be kept valid for the full value of the part of the Works (as accepted by the Corporation) for which the Guarantee periods are yet to expire.

32.0 COMPLIANCE WITH LAWS

The Contractor shall observe all statutory and labor laws and rules/regulations including but not limited to Contract Labor (Regulation & Abolition) Act, Minimum Wages Act etc. and shall obtain necessary registration under the Act etc. He shall pay to concerned authority all the statutory payment to be paid to personnel deployed by the Contractor under this contract. The Corporation shall have no liabilities. The Contractor shall keep the Corporation harmless and indemnified against any action brought against it for violation/non-compliance of any Act, Rules, Regulations etc.

33.0 OWNERSHIP & CUSTODY OF MATERIALS DELIVERED TO THE CONTRACTOR

- 33.1 The ownership and all other rights to all stores and materials, if any, delivered to the Contractor for the Works shall always vest with the Corporation and the Contractor shall keep safe custody of all such items as custodian and as the trustee on behalf of the Corporation. The Contractor shall be responsible for the safe custody of all materials received by it and shall be required to replace or repair at his own cost any loss or damage which the material may sustain from any cause. The Contractor shall specifically check the defects in the materials at the time of receipt of the items from the Corporation. The Contractor shall on demand at any time hand over custody of the said items to the Corporation and shall provide all facilities and assistance to the Corporation or any person authorised by it to physically remove the said items

from the Contractor's custody, if the Corporation for any reason considers it necessary to do so.

33.2 Materials supplied by Corporation if any at the locations specified or such other locations as may be mutually agreed at no extra cost.

33.3 In the event of failure on the part of the Contractor to deliver or to allow Corporation to remove the material supplied by the Corporation on account of termination of the Contract for any reason whatsoever, the Corporation will procure similar type of material from elsewhere at the risk and cost of the Contractor.

33.0 SAFETY AND LABOR LAWS

The safety and all labor laws of the areas of operations will apply in the performance of this Agreement and the Contractor shall abide by them.

35.0 DISCIPLINE

The Contractor and Corporation shall maintain strict discipline and good order among their respective employees and their respective sub-contractors employees if any and shall abide by and conform to all rules and regulations promulgated by Corporation governing that the conduct of any of the Contractor's personnel is detrimental to Corporation's interest, provisions thereof.

35.1 The Contractor is prohibited from offering any service / benefit of any manner to any employee of ONGC and that the Contractor may suffer summary termination of Contract / disqualification in case of violation.

36.0 SAFETY

The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe safety rules and regulation of Corporation. Smoking or flames shall not be permitted while working on or nearby the unit handling hydrocarbon or where the atmosphere contains explosive mixture. No hot job will be carried out while working in hazardous areas without written hot permit from the Corporation.

36.1 The Contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and to immediately take the first emergency control steps conforming to good oil field operation practice and safety regulations.

36.2 The Contractor shall at all times be prepared to perform the work and services under this Contract in the hazardous areas.

37.0 Confidentiality Clause:

1. The terms and conditions of this Agreement/ Contract are confidential

between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms.

"Confidential Information" shall not include information that:

- (a) is or becomes publicly known through no wrongful or unlawful act of the Contractor;
 - (b) is independently developed by the Contractor without the benefit of ONGC's Confidential Information.
2. The Confidential Information will be used by the Contractor solely and exclusively for the purpose of this Contract and will be kept confidential and will not be disclosed, in whole or in part to any other person, except to those of the employees, directors, or any other person concerned, acting on their behalf, (collectively the "Representatives") of the Contractor who need to know such information for the Contract.
3. "Contractor shall not be deemed to be in breach of confidentiality for any disclosure of Confidential Information done with the prior written permission of ONGC or to the extent required to comply with applicable statutory law, rule or regulation, order from court or any statutory or governmental authority provided that the contractor provides reasonable prior written notice, takes all reasonable and lawful actions to obtain confidential treatment of such disclosure and disclose the minimum amount and scope of the confidential information necessary to comply with the applicable law, rules, regulations, order from court or any statutory or governmental authority."
4. Contractor shall procure that its Representatives to whom any Confidential Information is disclosed shall also be bound by this Agreement mutatis mutandis.
5. The Confidential Information shall be and remain the property of ONGC and any document containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to ONGC upon written request, or destroyed at ONGC's option.
6. The obligations set forth herein with respect to Confidential Information will continue until such period that such information continues to be confidential and that obligation will continue notwithstanding the termination of business relationship with Contractor provided that Contractor's obligations herein shall cease upon return of the Confidential Information to ONGC or destruction of the Confidential Information with notice to ONGC.
7. Contractor acknowledges and agrees that it is aware (and that its representatives acknowledge and agree) that the Confidential Information being disclosed by ONGC or its representatives may be 'unpublished price sensitive information' as defined under the Securities

and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Insider Trading Regulations"). Contractor agrees that Contractor or any of its representative or affiliates shall not trade in the securities of ONGC while Contractor is in possession of the Confidential Information, other than in compliance with provisions of the Insider Trading Regulations.

38.0 INSPECTION, TESTING AND ANALYSIS

- 38.1 The Contractor shall ensure that all the joints and fittings are completely free from faults. Each joint or fittings will be individually inspected and accepted in terms of Specification attached and relevant codes and practice specified herein by expression or implication.

The Contractor shall make available to the Corporation and any other person/agency authorised by Corporation for the purpose of inspection, its record and result in respect of inspection, test and analysis conducted by it as part of the fabrication, installation, and testing operations under the applicable codes and practices as specified by expression or implication.

The Contractor shall provide to Corporation's Inspection Agency samples free of cost of all materials for testing, if the supply is provided for or intended by all Specifications, codes etc. for all the Contractor's furnished items and materials and as directed by the Corporation.

The Corporation/Inspection Agency shall be entitled at all times whether prior to or during or after completion of the fabrication and installation Work by itself and/or through Inspector appointed by the Corporation to inspect test and/or analysis and/or direct the Contractor in all respects, of the materials and equipment supplied for/proposed to be in the execution of the Work. The said inspection, testing and analysis as required is to be conducted in the presence of the Inspector. The Contractor shall ensure that inspecting persons referred to above are given access to all required places and information connected with their Works, besides working facilities to carry out their functions.

Should the Contractor fail to comply with any of the provisions aforesaid related to inspection or testing and/or all analysis, the Corporation shall be entitled by itself and/or through Inspectors to conduct the inspection test and/or analysis or have them conducted at the risk and expense of the Contractor in all respects.

Rejected items and materials shall not be used in the Contractor's work and re-offered for inspection and/or test, except with the prior permission of the Corporation or concerned inspector in writing.

Unless otherwise specifically authorised by the Corporation in writing, the Contractor shall not utilise materials which have not been previously inspected/tested and/or analysed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the Inspector.

In addition to the general conditions of the inspection stated above, the Contractor shall also follow all the specific conditions of inspection as enumerated in the Specifications.

Report regarding inspection, testing, analysis as described under this clause issued by the Corporation or its authorised representative will be final and binding on the Contractor.

Third Party Inspection

Inspection of materials should be got done through Third Party Inspection (TPI) agency appointed by ONGC. The cost of engaging TPI agency shall be borne by ONGC. The scope of inspection will be communicated to the successful bidders.

38.2 WORKMEN, MATERIAL AND WORKMANSHIP

38.2.1 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the persons deployed for the Works at Site and for the preservation of peace and the protection of persons and property in the neighborhood of the Work.

38.2.2 The Contractor shall ensure that the provisions of this clause are complied with by his sub-contractors.

38.2.3 The Contractor shall provide necessary supervision during the execution of the Works and as long thereafter as the Corporation may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or his competent and authorized representative(s) shall be constantly present at the Work Site whole-time for supervision. The Contractor shall authorise the Supervisor or his representative to receive directions and instructions from the Corporation's Representative or the Engineer's Representative.

The Contractor shall be responsible for obtaining all necessary permits or visas from the concerned authorities for the entry of all labor and personnel to be deployed, into the country where the Site is located.

38.2.4 The Contractor shall at his own expense be responsible for the repatriation to the country from which they were mobilized for all his and his sub-contractor's personnel deployed upon the Works at Site and shall be responsible for the suitable maintenance of all such personnel from the cessation of their deployment on the works to their departure from the country where the Site is located.

The Contractor shall provide and deploy on the Site for carrying out the Works only those technicians/assistants who are skilled and experienced in their respective trades and those foremen and leading hands who are competent to give proper supervision to the work they are required to supervise. Further,

only those skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the Works shall be deployed at Site.

- 38.2.5 The Corporation's Representative may at any time object to and require the Contractor to remove forthwith from the Site a supervisor or any other authorized representative or employee of the Contractor, sub-contractor(s), or any person(s) deployed by the Contractor or his sub-contractor(s), if, in the opinion of the Corporation's Representative, the person in question has misbehaved himself or his deployment is otherwise considered undesirable by the Corporation's Representative.

The Contractor shall forthwith remove and shall not again deploy the person in question to the Work Site without the written consent of the Corporation's Representative. The decision of the ONGC's Representative in this regard shall be binding on the Contractor.

- 38.2.6 The Corporation's Representative may at any time request the Contractor to remove from the Work/Site the Contractor's supervisor or any other authorised representative including any employee of the Contractor or his sub-contractor(s) or any person(s) deployed by the Contractor or his sub-contractor(s) for professional incompetence or negligence or for being deployed for work on Corporation's Representative's request and may accede to or disregard it. The Corporation's Representative, having made a request as aforesaid in the case of any person, which the Contractor has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this clause object to and require the Contractor to remove that person from deployment on the Works which the Contractor shall then forthwith do and shall not again deploy any person so objected to on the Works or on the sort of Work in question (as the case may be) without the written consent of the Corporation's Representative.

- 38.2.7 The Corporation's Representative shall state to the Contractor in writing his reasons for any request or requirement pursuant to this clause.

- 38.2.8 The Contractor shall promptly replace every person removed, pursuant to this section, with a competent substitute.

- 38.2.9 All materials and workmanship shall be as specified in the Contract and in accordance with the requirements of the Contract. All materials and workmanship shall be subjected from time to time to tests, inspections which the Corporation's Representative may direct either at the place/agency of manufacture or fabrication or at the Site or at such other place(s) or agency (ies) as may be required for execution of the Works as per Contract without any time and cost effect to Corporation.

The Contractor shall provide assistance, instruments machines, labor and materials which are normally required for examining, measuring and testing any Work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing, as

may be selected and required by the Corporation's/Engineer's Representative. The Corporation's/ Engineer's Representative or duly authorised inspector shall be entitled to attend the said tests and/or inspection in case the tests/inspections are not performed during the period or at the time mutually agreed then Corporation's Representative shall have the right to get the tests, inspections attended or performed through an independent agency(ies) or any other authorised inspector(s) and all costs incurred by the Corporation representative in doing so shall be recovered from the Contractor. Before any material is incorporated/used in the works the Contractor must obtain necessary approval from the Corporation's representative.

Tests of materials, equipments, systems and workmanship shall include but are not limited to the tests referred to in and required by the Contract Specifications.

The testing of all welders/other workman as required by the Contract Specifications, shall be to the sole account of the Contractor, including but not limited to the time spent by workmen engaged upon such tests or retests, and the provisions of all materials, equipment and supervision required for the performance of such tests or re-tests to the satisfaction of the Corporation's Representative in accordance with the Contract. The Contractor agrees that neither the execution of a test and/or inspection of materials or any part of the Works nor attendance by the Corporation's Representative/ authorised Inspector nor the issue of any test certificate pursuant to Clause 38.8 hereof shall absolve the Contractor from his responsibility of execution of the Works in accordance with the Contract.

38.3 Cost of Samples

All samples shall be supplied by the Contractor at no extra cost to Corporation if their supply is provided for by the Contract Specifications.

38.4 Cost of Test

The cost of conducting any and all tests provided for in the Contract Specifications and to meet the requirement of Contract shall be borne by the Contractor.

38.5 Unless otherwise specified cost of all Works/tests etc. as specified in Contract are deemed to be included in the Contract Price.

38.6 Additional Tests

If any additional test is ordered by the Corporation's representative which :

- a) either is not provided for in Contract Specifications,
OR
- b) though provided for in the Contract Specifications, is ordered by the Corporation's Representative to be carried out by an independent person/agency at any place/agency other than the Site or at the place/agency of manufacture or fabrication of the materials,

the costs and time effect of the test shall be borne by the Contractor if the test shows that workmanship or materials are not in accordance with the provisions of the Contract. If the tests show that workmanship or materials are in accordance with the requirement of the Contract and all reasonable cost related to tests shall be borne by the Corporation and appropriate time extension will be granted to the Contractor in the event the project critical path is affected. Should project critical path not be affected only cost impact will apply.

38.7 Access for Inspection/Tests

The Corporation's Representative/Engineer or any person authorised by him, shall at all times have access to the Works and to the Site and to all workshop and places or where the Works are being executed or machinery are being obtained for the Works to inspect the progress and the manner of fabrication.

Whenever the Contractor is ready to carry out any such test or inspection the Contractor shall give reasonable advance notice of such test and/or inspection and of the place and time thereof. The Contractor shall obtain from any relevant third party or manufacturer necessary permission or consent to enable the Corporation's representative / authorised inspector to attend the test and/or inspection. The Contractor shall provide every facility for and necessary assistance in obtaining the right of access including (without limitation thereto) the provision of transport to and from the Site for the Corporation's personnel including Corporation's Representative and Engineer/Engineer's Representative. All accesses to Works in/at Site provided by the Contractor shall in all respects be protected and safe.

The Contractor shall provide the Corporation's representative with a certified report of the results of any such test and/or inspection.

38.8 Opportunity for Inspection of works

38.8.1 Any part of the Works shall not be covered up or put out of view without the approval of the Corporation's Representative or the Engineer/Engineer's Representative and the Contractor shall give reasonable notice and provide full opportunity to the Corporation's Representative or the Engineer/Engineer's representative to examine measure any Work by providing the facilities for examinations and measurement including the equipment required for them, which is about to be covered up or put out of view and to examine any part of the Work before other part of the Work is placed. The Contractor shall give reasonable notice to the Corporation's Representative or Engineer/Engineer's representative whenever any Work is ready or about to be ready for examination and the Corporations's Representative or Engineer/Engineer's Representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine / measure / inspect the Works.

38.8.2 The Contractor shall uncover any part of the Works or make openings in or through it as the Corporation's Representative from time to time directs

and shall reinstate and make good such part or parts to the satisfaction of the Corporation's Representative in accordance with Contract.

- 38.8.3 If any part uncovered or opened pursuant to clause 38.8.2 above has been covered up or put out of view after compliance with the requirements of Clause 38.8.1 and after inspection is found to be executed in accordance with the Contract, the expenses for uncovering making openings in or through, reinstating and making the same good shall be borne by the Corporation and appropriate time extension shall be granted to the Contractor in the event that project critical path is affected. Should project critical path not be affected only cost impact will apply. But in any other case all the expenses shall be borne by the Contractor and time affect, if any, shall be to the Contractor's account.

38.9 REMOVAL/REPLACEMENT OF IMPROPER WORKS AND MATERIALS.

- 38.9.1 During the progress of the Works the Corporation's Representative shall have the power to order :-

- i) The removal from Site of any material which are not in accordance with Contract, and which are supplied by the Contractor. The material shall be removed by the Contractor at his own expense.
- ii) The substitution by proper and suitable materials according to Contract Specifications.
- iii) The removal and rectifications of any Work (notwithstanding any previous test thereof or interim payment there for which in respect of materials or workmanship, is not in accordance with Contract.

Such orders shall be issued by the Corporation's Representative in writing.

- 38.9.2 In case of default on the part of the Contractor in carrying out an order pursuant to clause 38.9.1 the Corporation shall be entitled to deploy other person/agency to carry out such Works and all expenses directly related thereto shall be recoverable from the Contractor by the Corporation. Corporation will notify the Contractor of the amount so incurred by it. If the Contractor fails to pay the amount to the Corporation within 3 days from the receipt of the notice the amount may be deducted by the Corporation from any money which is due or which may become due to the Contractor.
- 38.9.3 In the event the Contractor propose substitution of any materials it shall be the Contractor's responsibility to prove to the Corporation's Representative that the material offered by him are equivalent or better in specifications than those specified in the Contract.

Cost savings, if any, arising out of any substitution of material shall be passed on to the Corporation. Costs increase if any, due to substitution shall be borne by the Contractor. No extension of time on this account shall be granted to the Contractor. The Contractor shall obtain prior written approval from the

Corporation's Representative for resorting to substitutions of material etc. It will be including Vendor's quotation/invoice to establish reasonability of cost savings proposed to be passed on to Corporation failing which, Corporation's assessment of such cost saving will be final and binding on the Contractor.

38.10 SUSPENSION OF WORK BY CORPORATION

38.10.1 The Corporation may by notice in writing to the Contractor order the Contractor to suspend performance of all Works or part of the Works under the Contract. Such notice shall specify all Works or part of the Works of which performance is to be suspended, its effective date and the reasons therefor. The Contractor shall thereupon suspend performance of such Works or part of the Works until ordered in writing to resume such performance by Corporation.

38.10.2 The Contractor shall during such suspension properly protect and secure the Work so far as is necessary in the opinion of the Corporation's Representative in accordance with the Contract. During the period of suspension the Contractor shall not remove from Site any material, any part of the plant or any Constructional plant and Equipment without prior written consent of the Corporation.

If the Contractor's performance on all Works or part of Work is suspended pursuant to this Clause, then the time for completion of the Works shall be extended and additional cost incurred by the Contractor in giving effect to the Corporation's Representative instructions under this Clause shall be borne and paid by the Corporation unless the suspension is :

i) Otherwise provided for in the Contract.

OR

ii) Necessary by reason of some default or breach of the Contract on the part of the Contractor.

OR

iii) Necessary for the proper performance of the Work in accordance with the Contract.

OR

iv) Necessary for the safety of the Works or any part thereof in so far as such necessity does not arise from any act of defaults by the Corporation or Corporation's Representative or any other property of the Corporation directly or indirectly relating to the Works for reasons not attributable to Corporation.

38.10.3 For the purpose of calculating costs incurred by the Contractor during the suspension of Work as mentioned above, day rate or rental rate schedules specified in the Contract shall be applied and details of the Contractor's spread

affected by such suspension pursuant to this clause be recorded and submitted to the Corporation. If the progress of the Works or any part thereof is suspended at offshore Site for period(s) in excess of 90 days in aggregate on the written order of the Corporation's Representative otherwise than by reasons given in (i) through (iv) above and if permission to resume Work is not given by the Corporation's Representative, then at any time there after and provided that at that time such performance is still suspended, the Contractor may give a written notice to the Corporation's Representative requiring that the Corporation within 7 days of receipt of the notice either order the resumption of the Works or that part thereof in regard to which progress is suspended and if such order or resumption is not granted within that time, the Contractor by a further written notice so served may elect to treat the suspension where it affects a party only of the Works as a deletion of such part in accordance with Clause 44.0 hereof or where it affects the whole of the Works as termination of the Contract by the Corporation. If the Contractor opts to terminate the Work or part of the Work upon such termination the provisions of Clause 11.2 shall apply.

- 38.10.4 In the event that Corporation suspends the progress of Work for any reason not attributable to the Contractor for a period in excess of 30 days in aggregate, rendering the Contractor to extend his performance Guarantee then Corporation shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Contractor producing the requisite evidence from the bank concerned.

39.0 OFFSHORE POLLUTION RESPONSIBILITY

In the performance of any and all services and the Works here under by the Contractor or his sub-contractors, the Contractor shall accept full responsibility for compliance with all applicable laws and government orders, rules and regulations as amended/in force from time to time relating to pollution. The Contractor, and his sub-contractor(s) shall also comply with additional provisions as may be notified to the Contractor by the Corporation. Without in any way limiting the generality of the preceding sentences, it is specifically agreed that the Contractor shall comply with the following :

- i) Solid waste, such as tins, bottles, or any form of trash, must be transported to shore in appropriate Containers.
- ii) Solid combustible waste may be burned and the ashes may be disposed of into the sea.
- iii) Edible garbage which may be burned and the ashes may be disposed of into the sea.
- iv) All waste oil and greases shall be placed in containers and taken to shore for disposal. The Contractor shall either curb all areas subject to contamination and connect these to a collecting tank or sump or provide

drip pans under any equipment or area where pollutants might logically originate and connect these pans to a sump.

- v) Care will be taken to secure all deck cargo in such a manner as to ensure that the cargo, its covers (plastic or tarpaulin) or its fastenings will not be lost into the sea.

The Contractor agrees to inform his supervisors of such laws, orders and regulations and to make all his employees and the sub-contractors fully cognizant of their responsibilities thereunder.

The Corporation's Representative may discuss interpretations and applications of the laws, orders and regulations referred above with the Contractor's Representative or site Superintendent but such discussions shall not in any way relieve the Contractor of his responsibility hereunder. In addition and without in any way limiting, restricting or prejudicing any of the Corporation's other rights and remedies, whether arising under any other provisions of this Contract or under any rule of law, the Contractor shall;

- vi) Clean up and remove any pollution resulting from its non-compliance with the provisions of this Section, at his cost and expense, and
- vii) If the Contractor fails to do so, the Corporation may clean up and remove the pollution in which case the Contractor shall reimburse the Corporation upon receipt of bill there for from the Corporation the cost of such clean up and removal.

40.0 VARIATION IN RATES

The rates payable hereunder shall be firm during the primary term of the Agreement or any extension thereof. No escalation shall be allowed under any circumstances.

41.0 PREFERENCE TO LOCAL COMPANIES

The Contractor shall give priority or preference to locally owned companies when hiring the Contractor, price, quality and delivery being equivalent.

42.0 ADDITIONAL TERMS AND CONDITIONS

This Contract may be modified by additional terms and conditions accepted in writing by both the parties.

43.0 CHANGE IN LAW

- 43.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in increase in rate of taxes and duties on the supply of services to ONGC under the CONTRACT (other than

personnel and Corporate taxes), the CONTRACTOR shall be indemnified for any such increased taxes and duties by the CORPORATION subject to the production of documentary proof to the satisfaction of the CORPORATION to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by CORPORATION.

- 43.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in any decrease in the rate of taxes and duties on the supply of services to ONGC, (other than personnel and Corporate taxes), the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the CORPORATION, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.
- 43.3 All taxes & duties (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of CORPORATION.
- 43.4 Any increase in the rate of taxes & duties after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in the rate of taxes and duties after the contractual completion / mobilization date will be to CORPORATION's account.
- 43.5 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, CORPORATION will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied /imposed by the concerned authorities. However, in such an event, CORPORATION will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 43.6 Notwithstanding the provision contained in clause 43.1 to 43.4 above, the CORPORATION shall not bear any liability in respect of :
- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor /sub-sub contractors and Agents etc.
 - (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their subcontractors, agents etc.

(iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

43.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to ONGC and not applicable on taxes and duties on input (goods and services).

43.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

44.0 ALTERATION/VARIATIONS

44.1 The Contractor agrees that the requirements given in drawings, specifications of the Bidding Documents are minimum requirements and are in no way exhaustive and guaranteed by the Company. It shall be the responsibility of the Contractor to meet all the requirements of Design criteria contained in the Bidding Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications and drawings etc. of the Bidding Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Company. Further upward revisions and/or additions required make Contractors' selected equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Company. Any upward revisions and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification and drawings etc. of the Bidding Documents which the Contractor had not brought out to the Company's notice in his tender shall not constitute a change order and such upwards revisions and/or addition shall be carried out by contractor without any time and cost effect to Company.

44.1.1 Change Order

A change order will be initiated only in case (i) the Company directs in writing the Contractor to include any addition to the scope of work covered under this Contract or delete any part of the scope of the Work under the Contract, (ii) Contractor requests to delete any part of the Work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Company and for which cost and time benefits shall be passed on to the Company, (iii) the Company directs in writing the Contractor to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.

44.1.2 Any changes required by the Company over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or engineering for

complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of the Work under the Contract.

44.1.3 In case any item / equipment / component / part specified in the scope of work is substituted by another item / equipment / component/ part of the same category, such change due to obsolescence/non-availability/no response received from vendors / manufacturers of such items/equipment / component /part shall be considered as a change order where value shall be determined based on the differential cost implication, provided that such changes are authorized /approved by the Company.

44.1.4 i) Any change order as stated in 44.1.1 comprising an alteration which involves change in the cost of the Works (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract price and adjustment of the construction schedule if any.

ii) If the Contract provides applicable rates in accordance with Appendix A-3 of the Contractor for the valuation of the variation in question the Contract price shall subject to 44.1.4 (iii) be increased or decreased in accordance with those rates.

iii) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Price which shall represent the change in cost of the Works caused by the Variations. Any change order must be duly approved by the Company in writing.

44.1.5 If there is a difference of opinion between the Contractor and Company's Representative whether a particular Work or part of the Work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 44.1.7(h).

44.1.6 Within ten (10) working days of receiving the comments from the Company on the drawings, specification, purchase requisitions and other documents submitted by the Contractor for approval, the Contractor shall respond in writing which item(s) of the Comments is/are potential changes(s) in the Scope of Work covered in the Contract and shall advise a date by which change order (if applicable) will be submitted to the Company.

44.1.7 Procedure for Change Orders

a) During detailed engineering and subsequently, if the Contractor observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the Company, while approving the specifications, calculations, purchase

requisitions, drawings, other drawings, other documents etc. he would discuss the matter with Company's Representative.

- b) In case such requirement arises from the side of the Contractor, he would also verbally discuss the matter with Company's Representative giving reasons thereof.
- c) In either of the two cases as explained in (a) and (b) above, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- d) If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Contractor and Company to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- e) Contractor will study the Work required in accordance with the joint memorandum under (d) and assess subsequent schedule and cost effect, if any.
- f) Upon completion of the study referred to above under (e), the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Company to enable the Company to give a final decision whether Contractor should proceed with the change order or not in the best interest of the Works.

The estimated cost and time impact indicated by Contractor shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.

The time impact applicable to the Contract shall be mutually agreed subsequently on the basis of the detailed calculations supported with all relevant back up documents.

In case Contractor fails to submit all necessary substantiations/ calculations and back up documents, the decision of the Company regarding time & cost impact shall be final and binding on the Contractor.

- g) If Company accepts the implementation of the change order (f) above in writing, which would be considered as change order, then Contractor shall commence to proceed with the relevant work stipulated in the Change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.
- h) In case, mutual agreement under (d) above, i.e. whether new requirement constitutes the change order or not, is not reached, then Contractor in the interest of the Works, shall take up the implementation of the Work, if advised in writing to do so by Company's Representative pending settlement

between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it established that the said work is constituting a change order, the same shall be compensated taking into account the records kept and in accordance with the Contract.

The Contractor shall submit necessary backup documents for the change order showing the break-up of the various elements (e.g. Engineering, Procurement, Fabrication, Installation, etc.) constituting the change order for the Company's review. If no agreement is reached between the Company and Contractor within 60 days after Company's instruction writing to carry out the change concerning the increase or decrease in the Contract Price and all other matters described above, either party may refer the dispute to arbitration pursuant to Clause 28.0 of GCC hereof.

- j) If proposed change order involves purchase of material than prior to finalizing the purchase, the contractor should provide at least 3 offers in respect of the material proposed to be procured for approval of ONGC. In case less than 3 offers are provided, adequate justifications shall be given as to what are the reasons for the same.

44.2 Change order on Day work basis

- 44.2.1 The Company's Representative, if in his opinion it is necessary or desirable, may order in writing that any change order/extra work shall be done on a day work basis. The Contractor shall then be paid for that work as per the rates set out in the schedule of prices/rental rate schedule of the Contract.
- 44.2.2 For all work done on a Day Work basis, the Contractor shall furnish receipt of Vendor or other vouchers as may be necessary to the Company's Representative to prove the amounts paid and before ordering materials shall submit to the Company's Representative, quotations for his approval. Such approval shall not be unreasonably withheld.
- 44.2.3 In respect of all work done on a day work basis the Contractor shall, during the continuance of such work, submit each day to the Company's Representative an exact list, in duplicate, names, discipline and time of all workmen deployed on such work and a statement also in duplicate showing the description and quantity of all materials and plant utilised for extra work. The Company's Representative shall sign and return to the Contractor one copy of each list and the statement if correct or when agreed. At the end of each month the Contractor shall deliver to the Company's Representative a priced statement of the Labour, materials and plant (except as aforesaid) used. Whenever any dispute exists of any day work voucher, submitted for the Company's Representative's approval as to costs allocation between the Contractor and the Company, the voucher shall nevertheless be signed by the Company's Representative as a record of time worked and materials used. Lists and vouchers so signed will be the subject of negotiations between the Company and the Contractor regarding their costs allocation.

- 44.2.4 Should the quantum of extra work/change order if any, which the Contractor may be required to perform by the Company, fairly entitles the Contractor to extension of time beyond the scheduled completion date for completion of either the whole of the Works or for such Extra work only, the Company and the Contractor shall mutually discuss and decide the extension of time, if any, to be granted to the Contractor.

44.3 VARIATION OF QUANTITIES

- 44.3.1 The written advice to this effect shall if so required be issued by the Company upto 8(eight) weeks prior to the due date of supply of such plants/equipment/material to the Contractor as may be specified in the PERT chart to be agreed. In case of increase in quantity, the Contractor agrees to carry out such additional quantity of work at the rate and terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for obtaining delivery of such extra equipment. In case of decrease in quantities the Contractor shall give a reduction in price at the rate given in the Contract corresponding to decrease of quantity. In case applicable unit rates for the increase/decrease in plants/material/equipments are not available in the Contract, then such variation in quantities shall constitute a change order and the rates as may be mutually agreed shall apply. Contractor shall not be entitled to any claim by way of change of price, damages, losses, etc. Contractor shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Company's action in reducing/canceling Scope of Work.
- 44.3.2 In case of variation of quantities during the execution of the contract for executing the contracted scope of work and if unit rates for such items are available in the contract, then such variation in quantity shall not be considered as change order and the Company shall have the option to increase or decrease the quantities of such items.
- 44.3.3 All new / fresh works or any additional work not appearing in the scope of work define in the contract shall be considered as change orders

44.4 CONDITIONS FOR EXTRA WORK/CHANGE ORDER

The provisions of the Contract shall apply to extra work performed as if the Extra Work/Change Order has been included in the original Scope of Work. However the Contract price shall increase/decrease and the construction schedule shall be adjusted on account of the Extra Work/Change orders as may be mutually agreed in terms of provisions set forth in Clause 44.1 through 44.3 above. The Contractor's obligations with respect to such work remain in accordance with the Contract.

The extra work shall not be included in the Contract Price for the purpose of calculations of liquidated damages under Clause 13.0. For Extra Works/ Change Order if implemented on day work basis, cost of testing shall also be payable by the Company.

45.0 PATENT INDEMNITY

45.1 The Contractor shall, subject to the Corporation's compliance with Sub-Clause below, indemnify and hold harmless the Corporation and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Corporation may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (i) the installation of the Items by the Contractor or the use of the Items in the country where the Site is located; and
- (ii) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.

45.2 If any proceedings are brought or any claim is made against the Corporation arising out of the matters referred to in GCC above Sub-Clause, the Corporation shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Corporation's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

45.3 If the Contractor fails to notify the Corporation within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Corporation shall be free to conduct the same on its own behalf.

45.4 The Corporation shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

45.5 The Corporation shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Corporation.

46.0 INTEGRITY PACT:

The Integrity pact, duly signed by the authorized official of the Corporation and the Contractor, will form part of this contract / supply order.

47.0 Design, Patents and Royalties

If any materials used or methods or processes practiced or employed in the course of execution of Work or otherwise for adopting the material to conform with the requirements of the Contract is/are covered by a patent in respect of which the Contractor is not licensed, the Contractor shall, before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license fee (s) as may be necessary. The Contractor shall keep the Corporation indemnified from / against any and all damages, demands, losses, costs and expenses that Corporation may suffer as a result of any infringement or alleged infringement of any patent, registered design, trademark, copy right or other intellectual property right registered or otherwise by reason of claims, actions, demands and proceedings whatsoever brought or made against the Corporation on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any Work executed by the Contractor under the Contract and the Contractor shall, at his own risk and expenses, defend any suit for infringement of patent or like suit brought against the Corporation (whether with or without the Contractor being a party thereto) and shall pay any damages and costs awarded in such suit and keep the Company indemnified from and against all costs and other consequences thereof.

48.0 Re-export of equipment, unutilised spares etc

The equipment, unutilized spares, accessories etc. imported to India for providing service needs to be re-exported by the Contractor upon the completion of the terms of contract or any extended period thereof at their own expense. Contractor must furnish an undertaking that “the equipment imported and also spares & accessories which remained unutilized after the expiry of contract, would be re-exported at his own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject”. Immediately after re-export, Contractor would furnish to ONGC, details and other relevant documents as a proof of re-export. In case of non-observance of formalities of any provisions of the Customs Act or any other act of Government of India, the contractor shall be held solely responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non compliance of these provisions will be treated as breach of contract and their performance bond will be forfeited.

The duty draw back if available , it shall be responsibility of the contractor to complete all formalities with customs dept.

49.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

- a) Neither the Contractor nor the Company (ONGC) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages plus GST thereon to the Company and
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed the 50% of annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

50.0 SUBMISSION OF FORGED DOCUMENTS:

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

51.0 Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)

The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC or with concerned Director of ONGC or directly with the IEM c/o Chief Vigilance Officer, ONGC, Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070.

However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

Note: The name and e-mail IDs of the IEMs appointed in ONGC are as under:

1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)
2. Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)
3. Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com)

52.0 Reporting of procurement of material/services from MSE sub-supplier/sub-contractor in LSTK Contracts:

ONGC is committed to promotion and development of micro and small enterprises. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-supplier/ sub-contractor to the extent possible under the orders/ contracts awarded on them by ONGC. All efforts shall be made by successful bidder (Contractor) to encourage procurement thru MSEs (holding valid certificate) through their sub-order/ sub-contract procurement. The successful bidder (contractor) shall provide only for the purpose of reporting:

- (a) Monthly Reports for purchase of material/services/sub-contracts (from MSE vendors) to ONGC.
- (b) The report shall be signed by authorised person of contractor (Successful bidder).
- (c) Report shall be submitted in following format:

| Sl.n o. | Sub-supplier/sub-contractor | Work order no.& date | Item description | Amount (In Rs) | Category of MSE Gen/SC/ST | MSME status Micro/small with code | Remarks |
|---------|-----------------------------|----------------------|------------------|----------------|---------------------------|-----------------------------------|---------|
| | | | | | | | |

Any contractor who reports maximum purchase from MSEs in a FY for a particular project will be felicitated with a certificate.

53.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System(TReDS) platform:

Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on Buyers (i.e. ONGC's) credit rating by discounting MSMEs trade receivables through an auction mechanism where multiple financiers can participate and bid, ONGC has registered itself on TReDS platform with M/s RXIL, M/s MYND Solution and M/s A TREDS Ltd. (Invoice Mart). Now MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided ONGC is also participating in such TReDS Platform as a Buyer. Such exchanges with participation of ONGC will be notified from time to time. Currently the exchanges are M/s RXIL, M/s MYND Solution and M/s A TREDS Ltd. (Invoice Mart).

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and

conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

3. ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means ONGC who has placed NOA/Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded NOA/Purchase Order/Contract by the ONGC (Buyer).

54.0 In case, certificate submitted by the supplier during tendering stage with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border with India' " as mentioned under Instruction to Bidder of Tender document, is found to be false, then their contract shall be terminated and Security deposit shall be forfeited.

Successful Bidder to comply with provisions of O.M. No. 7/10/2021-ppd(1) 23.02.2023.

55.0 Public Procurement (Preference to Make in India) Order 2017" (MII) (as amended from time to time) of Department for Promotion of Industry and Internal Trade, read with Ministry of Petroleum & Natural Gas Notification dated 26.04.2022 on PPP-MII Order (as amended from time to time) :

Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time, shall be applicable with certain modifications as stipulated in MoPNG notification 26.04.2022 (as amended from time to time).

[All terms and conditions of aforesaid policy shall be applicable as per relevant clause in Instructions to Bidders (Annexure-I) of Tender document]

56. APPLICABLE FOR DEVELOPMENT ORDERS: Not Applicable, Hence Deleted.

Proforma of Electronic Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil & Natural Gas CORPORATION

India

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the CONTRACTOR shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur,

reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

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

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive

jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

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

All Claims of ONGC (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch : Govt Colony Bandra East, Government colony
Bandra East Branch, J.L.Education Society
Building, Bandra East, Mumbai 400051
Branch Code : 3838
Bank Account No. : 10816014377
IFSC Code : SBIN0003838
SWIFT Code : SBININBB

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

| NAME OF BANKS | CURRENCY | A/C NUMBER | SWIFT BIC |
|---------------|----------|----------------|-----------|
| SBI Frankfurt | EUR | 52607101120001 | SBINDEFF |
| SBI London | GBP | 35601 | SBINGB2L |
| SBI Tokyo | JPY | 10177001220001 | SBINJPJT |
| SBI New York | USD | 77600125220002 | SBINUS33 |

Any claim under this Guarantee must be received by us on or before _____ (Indicate date of expiry of claim period which includes minimum **one month** period from the the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding **90 days** to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. The bidders will give Bank Guarantee from any of the following categories of Banks:
 - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.
 - OR
 - (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
 - OR
 - (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

| | | |
|-------|-----------------------|---|
| (i) | PAN | AAACO1598A |
| (ii) | Name | Oil and Natural Gas Corporation Limited |
| (iii) | Date of Incorporation | 23.06.1993 |
| (iv) | Email ID | nayan_niraj@ongc.co.in |

| | | |
|--------|------------------------------------|--|
| | | |
| (v) | Contact No. | 9968282271 |
| (vi) | Legal Constitution | Entity |
| (vii) | Registered office address | Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 |
| (viii) | Registered office address Pin code | 110070 |
| (ix) | Communication address | ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh |
| (x) | Communication Address Pin code | 201309 |

The above instructions are also applicable for the other Bank Guarantees (such as Performance security by Supporting Company/Ultimate controlling company, Bank Guarantee towards release of LD etc.

Appendix - 2

Proforma for Irrevocable Bank Guarantee to be submitted by the contractor in lieu of payment of Customs Duty made by ONGC, on behalf of Contractor.

- Deleted -

APPENDIX-3

Declaration of independence and impartiality by OEC Member

To,

1. ONGC

2. Contractor

Subject: Declaration of independence and impartiality by OEC Member in the dispute between ONGC.....And.....under Contract No.....

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named.

I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator. I am able to act as conciliator and am available to act as Member of the Expert Committee.

I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

The fees and other facilities offered to me and the terms and conditions contained in the appoint letter and guidelines issued by ONGC are acceptable to me. I will not demand for enhancement of the same.

(Signature)

Name:

Address:

Phone:

Email:

Date:

APPENDIX-4

STATEMENT OF CLAIM(S)/COUNTER CLAIM(S)

1. Chronology of the dispute
2. Brief of the contract
3. Brief history of the dispute:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

| Sl no | Description of claim(s)/Counter Claim | Amount (in USD/INR) | Relevant contract Clause |
|-------|---------------------------------------|---------------------|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Statement of Claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims.

APPENDIX 5

PROFORMA FOR E-BANK GUARANTEE TO BE SUBMITTED TOWARDS LIQUIDATED DAMAGES

REF NO. _____ BANK GUARANTEE NO. _____ DATED _____

To,

Head MM-B&S Asset
 B&S Asset, Oil & Natural Gas Corporation Ltd.,
 B Wing, 2nd Floor, Vasudhara Bhavan,
 Bandra(E), Mumbai – 400 051, India.

Dear Sirs,

1. In consideration of Oil and Natural Gas Corporation Ltd. incorporated under the Companies Act 1956 having its registered office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India and one of its offices at **B&S Asset, Oil and Natural Gas Corporation Ltd., B Wing, 2nd Floor, Vasudhara Bhavan, Bandra(E), Mumbai – 400 051** (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns), having entered into a Contract No. dated (hereinafter called "The Contract" which expression shall include all the amendments thereto) with M/s having its registered/head office at (hereinafter referred to as "The Contractor, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) and Company having agreed that the Contractor shall furnish to Company a bank guarantee for Indian Rupees/US\$ (in figures) (Indian Rupees/US Dollars) (in words) to cover the amount of Liquidated Damages as per clause and of the Contract.
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 assigns) do hereby guarantee and undertake to pay immediately on first demand in writing and any/all money(ies) to the extent of Indian Rs./US\$ (in figures) (Indian Rupees/US Dollars) (in words) on account of any Liquidated Damages without any demur, reservation, contest or protest and/or without any reference to the Contractor. 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. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.
3. The Bank also agree 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 Contractor and notwithstanding any security or other guarantee that Company may have in relation to the Contractor's liabilities.
4. The Bank further agree 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 Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Company against the said Contractor(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 Contractor(s) or for any forbearance, act or omission on the part of Company or any indulgence by Company to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agree 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 period specified in para 9 of this Bank Guarantee, whichever shall first occur.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company or that of the Contractor.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts in Mumbai.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (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 on or before _____ (Indicate date of expiry of claim period which includes minimum **one month** period from the date of expiry of this bank guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

All Claims of ONGC (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

| | | |
|--------------------------|---|--|
| Beneficiary Account Name | : | Oil and Natural Gas Corporation Limited |
| Bank Name | : | State Bank of India |
| Branch | : | Government Colony Bandra East Branch |
| Branch Code | : | 3838 |
| Bank Account No. | : | 10816014377 |
| IFSC Code | : | SBIN0003838 (MICR NO. 400002031) |
| SWIFT Code | : | SBININBB |
| Branch Address | : | Government Colony Bandra East Branch J.L.Education Society Building, Bandra East, Mumbai 400051 Tel No. 022-26428637 / 26553867 |

Contact Number: 022-22029456
 Fax Number: 022-22742431
 Email Id: sbi.03838@sbi.co.in

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

| NAME OF BANKS | CURRENCY | A/C NUMBER | SWIFT BIC |
|---------------|----------|----------------|-----------|
| SBI Frankfurt | EUR | 52607101120001 | SBINDEFF |
| SBI London | GBP | 35601 | SBINGB2L |
| SBI Tokyo | JPY | 10177001220001 | SBINJPJT |
| SBI New York | USD | 77600125220002 | SBINUS33 |

In witness whereof, the Bank, through its authorised 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)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR LIQUIDATED DAMAGES

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as par law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.

4. The bidders will give Bank Guarantee from any of the following categories of Banks:

- (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

- (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

- (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

5. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

| | | |
|---------|------------------------------------|--|
| (xi) | PAN | AAACO1598A |
| (xii) | Name | Oil and Natural Gas Corporation Limited |
| (xiii) | Date of Incorporation | 23.06.1993 |
| (xiv) | Email ID | nayan_niraj@ongc.co.in |
| (xv) | Contact No. | 9968282271 |
| (xvi) | Legal Constitution | Entity |
| (xvii) | Registered office address | Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 |
| (xviii) | Registered office address Pin code | 110070 |
| (xix) | Communication address | ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh |
| (xx) | Communication Address Pin code | 201309 |

The above instructions are also applicable for the other Bank Guarantees (such as Performance security by Supporting Company/Ultimate controlling company, Bank Guarantee towards release of LD etc.

After final settlement of the issue regarding levy of LD as per the provisions of the contract, the applicable LD shall be remitted by the Contractor to ONGC, failing which the amount of LD shall be recovered by invoking the Bank Guarantee.

Enclosure –B**Proforma of E-Bank Guarantee towards Purchase Preference – Local Content.**

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Incharge MM-B&S Asset,
B&S Asset, Oil and Natural Gas Corporation Ltd.,
B Wing, 2nd Floor, Vasudhara Bhavan,
Bandra(E), Mumbai – 400 051, India.

Dear Sirs,

1. In consideration of Oil And Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at **B&S Asset, Oil and Natural Gas Corporation Ltd., B Wing, 2nd Floor, Vasudhara Bhavan, Bandra(E), Mumbai – 400 051** (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the CONTRACTOR shall furnish to ONGC a Bank guarantee for Indian Rupees/US\$ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to ONGC immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and

notwithstanding any security or other guarantee that ONGC may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

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

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

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

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

All Claims of ONGC (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

| | | |
|--------------------------|---|--|
| Beneficiary Account Name | : | Oil and Natural Gas Corporation Limited |
| Bank Name | : | State Bank of India |
| Branch | : | J.L. EDUCATION SOCIETY BUILDING, GOVT COLONY, BANDRA EAST, MUMBAI 400051 |
| Branch Code | : | 003838 |
| Bank Account No. | : | 10816014377 |
| IFSC Code | : | SBIN0003838 |
| SWIFT Code | : | SBININBB |

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

| NAME OF BANKS | CURRENCY | A/C NUMBER | SWIFT BIC |
|---------------|----------|----------------|-----------|
| SBI Frankfurt | EUR | 52607101120001 | SBINDEFF |
| SBI London | GBP | 35601 | SBINGB2L |
| SBI Tokyo | JPY | 10177001220001 | SBINJPJT |
| SBI New York | USD | 77600125220002 | SBINUS33 |

Any claim under this Guarantee must be received by us on or before _____ (Indicate date of expiry of claim period which includes minimum **one month** period from the the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

Bid Evaluation Criteria**Tender No.:** Q15HC23009**Tender for** "Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC"

| Clause No. | BEC Clause |
|--------------|--|
| A. | <p>Vital criteria for acceptance of bids:-</p> <p>Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</p> |
| B. | REJECTION CRITERIA |
| B.1 | <p>Technical rejection criteria</p> <p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected:</p> |
| B.1.1.0 | <p>Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.</p> <p>The bidder should submit point wise compliance to scope of work, Functional requirements and technical specifications of the system envisaged. The bidder must indicate the Make & Model No. of the quoted items. The Technical specifications of the system offered must be supported with published literature/ Brochure.</p> |
| B.1.2 | <p>Eligibility and experience of the bidder:</p> <p>Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) must have either of the following experience(s) [Criteria A or Criteria B or Criteria C] to meet the eligibility criteria:</p> |
| B.1.2.1(a)-I | <p>(a) <i>Criteria A: In case bidder is manufacturer of explosion proof CCTV Camera:</i></p> <p><i>Bidder should have Minimum 03 years manufacturing experience of at least 40 nos. explosion proof CCTV camera of zone 1 (hazardous certification) against one or more work order(s) during last 07 years.</i></p> <p>OR</p> <p>(b) <i>Criteria B: In case bidder is System Integrator with experience of supply, installation and commissioning of explosion proof CCTV Cameras:</i></p> |

| | |
|---------------|--|
| | <p><i>Bidder must be an installation and commissioning System Integrator who should have completed project(s) of supply, installation, testing and commissioning covering at least 40 nos. explosion proof CCTV Cameras through one or more work order(s) during last 07 years as on the date of un-priced bid opening.</i></p> <p>OR</p> <p><i>(c) Criteria C: In case bidder is System Integrator with experience of supply, installation and commissioning of CCTV Cameras:</i></p> <p><i>Bidder must be an installation and commissioning System Integrator who should have completed project(s) of supply, installation and commissioning of CCTV Surveillance System with Video Management Software through Fiber Optics Network covering at least 200 nos. CCTV Cameras in industrial areas excluding residential buildings through one or more work order(s) with one order of CCTV Surveillance System with Video Management Software through Fiber Optics Network of at least 50 CCTV cameras, during last 07 years as on the date of un-priced bid opening.</i></p> <p><i>In support of the Criteria A or Criteria B or Criteria C above, the bidder shall submit copies of respective contracts, purchase orders or work orders along with documentary evidence in respect of satisfactory execution of each of those contracts/ purchase orders /work orders, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.</i></p> <p><i>Note:</i> <i>No part completion certificate shall be considered to meet above criteria; unless it can be clearly established based on documents submitted by the bidder that they have already completed successfully Scope of Work of similar complexity on LSTK basis as envisaged in invited LSTK tender and handed over to contractee for use. For evaluation; such EPC jobs accompanied by part completion certificate will be considered as completed.</i></p> |
| B.1.2.1(a)-II | <p><i>Consortium Bids:</i> <i>Consortium bids are allowed, leader and members of consortium should themselves meet the experience criteria covering the respective activities of work to be performed by them on their own and not through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / Sub-contracting. Necessary documentary evidence to this effect should be submitted with techno-commercial bid.</i></p> <p><i>The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 51% stake in terms of bid value, as reflected in the MOU executed by the consortium members. Each member of consortium shall remain jointly and severally liable to ONGC.</i></p> <p><i>The leader or member of consortium shall have either of the following experience(as on date of original TBO):</i></p> <ol style="list-style-type: none"> <i>i. Minimum 03 years manufacturing experience of at least 40 nos. explosion proof CCTV camera of zone 1 (hazardous certification) against one or more work order(s) during last 07 years.</i> <i>ii. Supply, installation, testing and commissioning (SITC) covering at least 40 nos. explosion proof CCTV Cameras through one or more work order(s) in last 7 years.</i> |

| | |
|------------|--|
| | <p>iii. <i>Supply, installation and commissioning (SITC) of CCTV Surveillance System with Video Management Software through Fiber Optics Network covering at least 200 nos. CCTV Cameras in industrial areas excluding residential buildings through one or more work order(s) with one order of CCTV Surveillance System with Video Management Software through Fiber Optics Network of at least 50 CCTV cameras, during last 07 years.</i></p> <p><i>For this purpose the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid as per format provided in the tender (Appendix D).</i></p> <p><i>After execution of Contract, consortium leader having 51% stake shall be considered to have experience of all activities by himself.</i></p> |
| B.1.2.1.1 | Notwithstanding the provisions that the members of consortium shall be jointly and severally liable to ONGC, the leader of consortium should undertake unconditional acceptance of primary responsibility of executing the entire 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid. |
| B.1.2.1.2 | A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender. |
| B.1.2.1.3 | Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity. |
| B.1.2.1.4 | The overall responsibility of project management of entire project shall be that of the leader of the consortium. |
| B.1.2.1.5 | <p>Successful bidder/Contractor/Leader of Consortium shall be required to perform by themselves (and not through other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) project management and at least one of main activities based on which they are seeking their qualification.</p> <p>In case of sub-contracting, sub-contractors shall be subject to pre-qualification by ONGC based on the sub-contractor's experience.</p> |
| B.1.2.1.6 | <p>In case of Consortium bids, all consortium partner(s), other than the Leader of consortium, shall also be required to perform by themselves (and not through other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) one of the project activities on which they are seeking their qualification (other than the activity(ies) indicated by the Leader of consortium to be performed by Leader).</p> <p>In case of sub-contracting, sub-contractors shall be subject to pre-qualification by ONGC based on the sub-contractor's experience.</p> |
| B.1.2.1.7 | <p>The leader and all other members of Consortium must be Companies incorporated in India.</p> <p>Note: For detailed conditions on consortium bid refer clause 1.3 & 7.14 of ITB.</p> |
| B.1.2.1(b) | <p>The bidder should meet the experience criteria detailed above.</p> <p>In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in the Technical BEC should be met as under:</p> <p>(i) The Joint Venture Company by itself should meet the experience criteria or (ii) The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of atleast 26% in the Joint Venture Company should meet the technical experience criteria</p> |

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| | <p>stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p>(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract.</p> |
| B.1.2.2 | <p>Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para <u>B.1.2.1(a) and B.1.2.1(b) above.</u></p> |
| B.1.2.3 | <p>Indian companies/ Joint Venture companies</p> <p>Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening.</p> |
| B.1.2.4 | Not applicable |
| B.1.2.5 | Deleted |
| B.1.3 | Training of ONGC Officials: Deleted |
| B.1.4 | Deleted |
| B.1.5 | <p>(a) Bidder shall indicate the source of their major bought out items like CCTV Camera and Server and also must furnish the following documents from the respective Original Equipment Manufacturer(s) along with their bid:</p> <p>(i) That the OEM have minimum 03 years manufacturing experience of explosion proof CCTV cameras and should have supplied at least 40 nos. of explosion proof CCTV Cameras through one or more work order(s) during last 07 years as on the date of un-priced bid opening.</p> <p>(ii) Undertaking from OEM that OEM (Manufacturer) will supply explosion proof CCTV Cameras as per the specifications of the tender to the bidder.</p> <p>(iii) Undertaking from OEM that required warranty cover as per tender for explosion proof CCTV cameras shall be provided by Manufacturer.</p> <p>To this effect, Bidder should submit copies of respective contracts, purchase orders or work orders along with documentary evidence in respect of satisfactory execution of each of those contracts, purchase orders/ work orders in the form of copies of any of the documents(indicating respective contract number and type of services), such as – (i) Satisfactory completion/ performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of the contracts cited above.</p> <p>(b) Bidder must also furnish the following undertakings from the respective Original Equipment Manufacturer(s) as at (a) above along with their bid</p> <p>(i) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipments to be supplied under the contract, if awarded to the bidder by ONGC.</p> <p>(ii) The bidder shall indicate the source of their bought out items and also the names of the original equipment / materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. <u>5 years for IT devices which includes networking devices, servers, storage, IT security products such as firewalls, IT peripherals such as PC, printers, scanners, CCTV/AV system etc., 7 years in case of electronic equipment from date of commissioning</u>) of</p> |

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| | <p>spares for all the equipments to be supplied under the contract, if awarded to the bidder by ONGC, either directly or through their authorized partners..</p> <p>(iii) The bidder shall provide back-up authority letter from the Original Equipment Manufacturer (OEMs) on their Letter heads, authorizing the bidder as their authorized sales and service provider for CCTV camera.</p> <p>In case the OEM declines / fails to honour any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.</p> <p>(c) In LSTK contracts, in case of any difficulty in submitting above commitments from any OEMs at the bidding stage, the bidder shall submit his own undertaking to the effect that the undertaking required in sub para (b) above from those OEM(s) will be furnished at the detailed engineering stage. However, in case successful bidder fails to submit the same at the detailed engineering stage, ONGC reserves the rights to cancel the contract, forfeit the Performance Security and take suitable action for banning such bidders from future business dealing with ONGC, as deemed fit.</p> <p>(d) In case the Bidder quotes as per clause B.1.2.1(a)-I (a) Criteria A, bidder to indicate whether the installation and commissioning of CCTV system will be done by themselves or by sub-contracting as per provisions of the contract, through an System Integrator. In case an System Integrator is proposed to be assigned by bidder, bidder to indicate name of such System Integrator who meets the following experience criteria:</p> <p>i) System Integrator must be an installation and commissioning System Integrator who should have completed project(s) of Installation and Commissioning covering at least 40 nos. explosion proof CCTV Cameras through one or more work order(s) during last 07 years as on the date of un-priced bid opening.</p> <p>OR</p> <p>ii) System Integrator who should have completed project(s) of installation and commissioning of CCTV Surveillance System with Video Management Software through Fiber Optics Network covering at least 200 nos. CCTV Cameras in industrial areas excluding residential buildings through one or more work order(s) with one order of CCTV Surveillance System with Video Management Software through Fiber Optics Network of at least 50 CCTV cameras, during last 07 years as on the date of un-priced bid opening.</p> <p>To this effect, Bidder should submit copies of respective contracts, purchase orders or work orders along with documentary evidence in respect of satisfactory execution of each of those contracts, purchase orders/ work orders in the form of copies of any of the documents (indicating respective contract number and type of services), such as – (i) Satisfactory completion/ performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of the contracts cited above.</p> |
| B.1.6 | <p>System Provenness</p> <p>(a) The offered explosion-proof camera or its generic version should be in operation satisfactorily at least for one year at the time of submission of the bids. Supporting Documents for at least one year's satisfactory operation of the product is to be submitted.</p> <p>(b) The offered explosion-proof camera should not be declared End of Support (EoS) for next 3 years from date of opening of techno-commercial bid.</p> |
| B.1.7 | <p>The total quoted 6 Years CAMC charges(excluding Taxes) should be minimum 30% of the individual Group Project SIC (Material + Installation + Commissioning Charges- excluding Taxes).</p> <p>Bidder to submit an undertaking along with the Technical bid that</p> |

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| | <p>1) The total quoted 6 Years CAMC charges(excluding Taxes) should be minimum 30% of the individual Group Project SIC (Material + Installation + Commissioning Charges- excluding Taxes). Bidder to mention 6 Years CAMC charges(excluding Taxes) as a percentage of individual Group Project SIC (Material + Installation + Commissioning Charges- excluding Taxes) in the undertaking.</p> <p>In case quoted 06 Year CAMC amount(excluding Taxes) is found to be less than 30% of Individual Group Project SIC cost(excluding Taxes). Then amount of 30% would be deemed to be CAMC charges and would be allocated to be paid as part of CAMC charges. The shortfall amount shall be equally spread out across the entire CAMC period. Total LSTK cost for SIC would be adjusted accordingly, for the purpose of making payments without changing the Total Project cost of that Group.</p> <p>2) The quoted annual CAMC charges must be either in the form of uniform rate OR in increasing order over the 6 Years period.</p> |
| B.2 | <p>Commercial rejection criteria</p> <p>The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.</p> |
| B.2.1.0 | Deleted |
| B.2.2.0 | <p>Bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the 'document area in C-folder' through ONGC's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p> <p>Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered.</p> <p>The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Annexure VII (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid. The Price bid shall contain only the prices duly filled in the on-line price format of ONGC's e-procurement engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p> <p>Notes:</p> <p>(i) Scanned copy of Integrity Pact duly signed on all the pages by the same signatory who is duly authorized to sign the bid digitally shall be uploaded with techno-commercial bid.</p> <p>(ii) Scanned copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only, shall be uploaded with techno-commercial bid</p> <p>(iii) Scanned copy of the notarized true copy of the "Power of Attorney" uploaded with the techno-commercial bid shall also be accepted, if the power of attorney is a general "Power of Attorney".</p> <p>(iv) However, ONGC reserves right to seek original Power of Attorney (when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only) / notarized true copy (when Power of Attorney is a general Power of Attorney) at any time during the processing of tender and execution of contract.</p> |

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| | (v) ONGC reserves right to seek in physical form original/notarized true copy of any document uploaded in digital form, at any time during the processing of tender and execution of contract. |
| B.2.2.1 | <p>Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.</p> <p>Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.</p> <p>If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.</p> |
| B.2.3.0 | <p>Acceptance of terms & conditions :</p> <p>The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I as well as the instructions contained in the website 'etender.ongc.co.in'.</p> |
| B.2.3.1 | Bidder should confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border With India' " as detailed at Annexure-I "Instructions to Bidders". Bidder should also submit the requisite certificate as mentioned. |
| B.2.4.0 | Offers of following kinds will be rejected: |
| (a) | <p>Offers made without Bid Security/Bid Bond/Bank Guarantee/Earnest Money Deposit alongwith the offer (Refer clause 17 of Instruction to Bidders at Annexure I).</p> <p>Bidder quoting for more than one group shall be required to submit Bid Security/ EMD for an amount equal to the sum of the bid security/ EMD of each group being quoted.</p> |
| (b) | Offer not submitted in e-form through ONGC's e-procurement engine. |
| (c) | Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid. |
| (d) | Offers where prices are not firm during the entire duration of the contract and/or with any qualifications. |
| (e)(i) | Offers which do not conform to ONGC's 'online price bid format' as given in the e-bidding engine. |
| (e)(ii) | Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them. |
| (f) | Not Applicable |
| (g) | Offers which do not confirm to the contract period indicated in the bid. |
| (h)(i) | Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids. (Refer clause No. 9.1(f) of Annexure-I) |
| (h)(ii) | Offers of the bidders violating the provisions of Integrity pact. |
| (i) | Not Applicable |
| (j) | Offers not accompanied with a copy of valid registration certificate under GST Legislation of India |
| (k) | Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit. |
| (l) | Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently |

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| | serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (m) | Not Applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (n) | Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (o) | Offers not accompanied with the undertaking/Agreements as per clause B.1.2 and B.2.6.0. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (p) | Offers and all attached documents not digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted as per ITB(Refer clause No. 9.1(j) of Annexure-I). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (q) | Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (r) | Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that they will comply the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.2.5.0 | Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.2.6.0 | <p>Criteria for ascertaining Financial Capability of the bidders.</p> <p>All the below mentioned applicable criteria shall be met by the bidders, as applicable for procurement of LSTK contracts:</p> <table border="1"> <tr> <td>1</td><td>Turnover of Bidders</td><td>Group A</td><td>Group B</td><td>Group C</td><td>Group D</td></tr> <tr> <td></td><td>For LSTK Contracts</td><td>10,88,83,189.33</td><td>8,22,41,003.53</td><td>6,87,81,192.49</td><td>10,51,23,900.41</td></tr> <tr> <td>2</td><td>Net Worth of Bidder</td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td>For LSTK Contracts</td><td>Positive</td><td>Positive</td><td>Positive</td><td>Positive</td></tr> <tr> <td>3</td><td>Working Capital*</td><td>3,26,64,956.80</td><td>2,46,72,301.06</td><td>2,06,34,357.75</td><td>3,15,37,170.12</td></tr> <tr> <td>4</td><td>Debt equity ratio*</td><td>Less than 2:1</td><td>Less than 2:1</td><td>Less than 2:1</td><td>Less than 2:1</td></tr> </table> <p>* Methodology for ascertaining current liabilities, current assets and long term debt shall be consistent with IFRS / IND AS standards.</p> <p><u>Note:</u> (i) For ascertaining the Turn-over criteria of the bidder, if audited consolidated annual financial statement of FY2020-21 is required to be considered, average turn-over of the bidder for two (02) financial years having highest turnover out of previous three (03) consecutive financial years shall be considered for meeting the requirement of turn-over.</p> | | | | | 1 | Turnover of Bidders | Group A | Group B | Group C | Group D | | For LSTK Contracts | 10,88,83,189.33 | 8,22,41,003.53 | 6,87,81,192.49 | 10,51,23,900.41 | 2 | Net Worth of Bidder | | | | | | For LSTK Contracts | Positive | Positive | Positive | Positive | 3 | Working Capital* | 3,26,64,956.80 | 2,46,72,301.06 | 2,06,34,357.75 | 3,15,37,170.12 | 4 | Debt equity ratio* | Less than 2:1 | Less than 2:1 | Less than 2:1 | Less than 2:1 |
| 1 | Turnover of Bidders | Group A | Group B | Group C | Group D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | For LSTK Contracts | 10,88,83,189.33 | 8,22,41,003.53 | 6,87,81,192.49 | 10,51,23,900.41 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Net Worth of Bidder | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | For LSTK Contracts | Positive | Positive | Positive | Positive | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Working Capital* | 3,26,64,956.80 | 2,46,72,301.06 | 2,06,34,357.75 | 3,15,37,170.12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Debt equity ratio* | Less than 2:1 | Less than 2:1 | Less than 2:1 | Less than 2:1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>The turnover of bidders to be considered for evaluation shall be the average turnover of the last two years as brought out at note (vi) below.</p> <p><u>Subject to provisions under second paragraph of Note (i)-a, Net-worth, working capital and debt equity ratio, shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.</u></p> <p>In case the financial statements submitted by the bidder are in currencies other than INR, the closing currency exchange rate as prevailing on the date of publication of NIT as per "Daily" Closing exchange rate published on Thomson Reuters internet site https://in.reuters.com/markets/currencies, upto three places of decimal, shall be considered for converting it into INR. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | <p>The basis of <u>Estimated</u> value shall be the <u>total estimated cost put to tender</u> including duty and taxes, if any, which is taken into consideration for <u>estimation</u>.</p> <p><u>In case of Two Bid System, in the un-priced bid, the bidder should explicitly bring out the value worked out against each parameter and should also submit confirmation of meeting all the parameters of Criteria for ascertaining Financial Capability of the bidders.</u></p> |
| | <p>NOTES:</p> <p>Bidder can either be a single entity which includes Incorporated Joint Venture or a consortium.</p> |
| | <p>(i) Following documents to be submitted by the bidder:</p> <p>(a) The bidder shall submit its Audited consolidated financial statement with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.</p> <p><u>In cases where the bidding/supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing chartered accountant or equivalent.</u></p> <p>(b) Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company (refer note vi(a) below)</p> <p>(c) <u>A certificate from the Statutory Auditor in respect of "Positive Net Worth" on the basis of Audited consolidated financial statement, calculated as per definition of Net Worth provided in the tender document, is to be provided by the bidder. In case of foreign bidder and where Statutory Audit is not required as per law, the "Positive Net Worth" certificate should be from Chartered Accountant Firm or equivalent.</u></p> |
| | <p>(ii) Net worth shall mean: " Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation".</p> |
| | <p>(iii) The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be <u>certified</u> by practising Chartered Accountant or equivalent.</p> <p>Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.</p> |
| | <p>(iv) Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.</p> <p>If the bidder's working capital is inadequate in meeting the tender requirements, then the bidder can make good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting <u>the entire quantum of shortfall in the Working Capital and not limited to the Working Capital required for the tender</u> from his banker, through a letter specifically mentioning the tender number <u>as per enclosed format at Appendix B-2)</u> . The line of credit should be from Scheduled Commercial Bank working in India. <u>The foreign bidder can provide line of credit from a foreign bank also.</u></p> |
| | <p>(v) Debt equity ratio shall mean long term borrowings/Net-worth.</p> |
| | <p>(vi) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover from operation of the bidder for the previous two financial years shall be considered. Average turnover from operation of the bidder for the previous two financial years shall be calculated by dividing the turnover from operation of previous two years by two, irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous two financial years for ascertaining their turnover. The date (i.e the financial year closing date) of the immediate previous year's audited</p> |

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| | consolidated annual Financial Statement should not be older than eighteen (18) months from the bid closing date. |
| | <p>(vi)-(a) A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-</p> <ol style="list-style-type: none"> 1. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder <u>either directly or through intermediate subsidiaries.</u> 2. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC. 3. Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix C-1. <p><u>In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.</u></p> <p><u>In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</u></p> <ol style="list-style-type: none"> 4. In such cases, all applicable financial parameters viz. Turnover, Net-worth, Working Capital, D/E ratio of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation. |
| | <p>(vi)-b. Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:</p> <ol style="list-style-type: none"> 1. Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC. 2. A Corporate Guarantee from the supporting company in the prescribed format at Appendix C-2. 3. A certificate from the Statutory Auditor or <u>Company Secretary or one of the Directors of the bidding company</u> to establish the relationship and equity percentage holding between bidder and the supporting company. 4. <u>Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.</u> 5. Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix C-1. <u>Note:</u> <u>In case Supporting company fails to submit Bank Guarantee as above, EMD/SD submitted by the bidder shall be forfeited.</u> 6. Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by ONGC due to non-performance of the contractor. <p>The above certificates/undertakings should be of a date after NIT date.</p> |
| | <p>vii. Wherever the consortium bids are allowed and the bid is from a Consortium, the bidder is required to provide Memorandum of Understanding (MOU) executed by the consortium partners in the un-priced bid. The MOU should indicate the scope of work to be performed by the respective consortium members</p> |

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| | expressed as percentage of bid value. Each consortium partner should themselves individually meet the financial criteria parameters namely turnover <u>and</u> working capital* in proportion to the percentage of work to be performed by them <u>subject to minimum of 50% of the required amount shown against criteria of Turnover and Working Capital</u> , for the leader of the consortium and 20% for other members of the consortium. The <u>Net Worth and Debt/Equity ratio*</u> as to be individually met by all consortium members as prescribed above. Support from parent/supporting company is not allowed to meet the financial criteria. |
| | <p>viii. In the tender, if there is specific provision allowing bidders to quote part quantity for each item/category/group (evaluation in that case being done item wise/category wise/ group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender.</p> <p>ix. Above financial criteria shall also be applicable for cases where delivery/contract period for supply of goods/services/turnkey projects is less than one year, treating the <u>Estimated</u> value as the <u>annualized Estimated value</u>.</p> |
| B.2.6.1 | Deleted |
| B.2.7.0 | Not Applicable |
| C. | Price Evaluation Criteria |
| C.1.1 | <p><i>Tender has been divided into 4 groups as per following:</i></p> <ul style="list-style-type: none"> • <i>Group A – B&S Asset</i> • <i>Group B – N&H Asset</i> • <i>Group C – MH Asset (North)</i> • <i>Group D – MH Asset (South)</i> <p><i>Bidder may quote for any or all the groups.</i></p> <p><i>Total Lump sum price quoted inclusive of all taxes, duties, levies, insurance, transportation etc., applicable for complete scope of work of relevant group in the price bid attachment Schedule at Annexure-VIII- Appendix A of ONGC's e-procurement engine shall be base price for the purpose of price evaluation. The Operational spares/ optional items if any quoted shall not be considered for evaluation purpose.</i></p> <p><i>The Tender requirement is <u>not splitable within groups</u> and entire order for any particular group shall be placed to lowest eligible bidder for that group if any, among the bidders qualifying for purchase preference under PP-MII policy.</i></p> <p>1. <u>BREAKUP OF LUMPSUM PRICES:</u> <i>Bidders should furnish the break- up of Lumpsum price in Annexure-VIII-Appendix A of respective group of ONGC's e-procurement engine which will be used for the purpose of regulation of payment. In case of discrepancy in sum of break-ups in Annexure-VIII-Appendix-B, C & D and Lumpsum price indicated in the price bid attachment Annexure-VIII-Appendix A of ONGC's e-procurement engine for a group, then contract price payment for that particular group shall be restricted to lowest of Lumpsum price indicated in the price bid attachment Annexure-VIII-Appendix-A and sum of break-ups in Annexure-VIII-Appendix-B, C & D.</i></p> <p>2. <u>Taxes and Duties:</u> <i>Bidders should furnish the details of taxes & duties considered in the bid / Lumpsum price in Annexure-VIII-Appendix-E of ONGC's e-procurement engine which will be used for the purpose of operating Change-in-law provisions of the tender document.</i></p> |

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| | <p>3. <i>GST will be applicable on total Lump sum price inclusive of Services and Materials.</i></p> <p><i>Note: The goods required for execution of such works contract which are procured by contractor would be treated as inputs. The IGST/GST paid against EC on procurement of such input (goods), would be available as credit (set-off) to the contractor. Hence, the IGST /GST paid against EC on such materials would not be additional cost to the contractor/ONGC. Accordingly, bidder should quote net prices considering input credit.</i></p> <p><i>Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.</i></p> <p>4. <i>The evaluation of bidders shall be based on the total lump sum price group wise quoted by the bidders inclusive of GST & accordingly contract shall be also placed on group wise total lump sum prices inclusive of GST (at the rate applicable on composite services as on TBO date).</i></p> <p>5. <i>No escalation whatsoever in prices shall be allowed during the currency of the contract, including any extension thereof.</i></p> <p>6. <i><u>CUSTOMS DUTY and GST:</u> Bidder to refer Para 13.0 of Annexure I for Customs Duty.</i></p> <p>7. <i><u>Purchase Preference – Make in India:</u> Bidder to comply with provisions of PP-MII policy as laid down in tender document and also as notified in Meity O.M. dated 07.09.2020 (copy attached) and 23.11.2022 or any other relevant government notifications as amended from time to time.</i></p> |
| C.1.2 | <p><u>Bidders are required to ascertain themselves, the prevailing rates of GST on the scheduled date of submission of Techno-commercial Bids and ONGC would not undertake any responsibility whatsoever on such rate as ascertained by the bidders.</u></p> <p>Accordingly, bidders should quote the prices, clearly indicating the rate of GST, description of service and the Service Accounting Code (i.e. HSN/SAC) as per GST Law as ascertained by the bidder.</p> <p>Total price inclusive of GST as <u>quoted by the bidders</u> shall be considered for evaluation.</p> <p>In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.</p> <p><u>In the contracts involving multiple services or the services involving usage of certain goods or materials (which are consumables in nature forming part of the output service), the Bidder should provide the break-up for cost of goods and cost of various services. However, the bidder shall quote GST for the output services.</u></p> <p>GST and Customs Duties if any, on input services/ capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duties paid on input services /capital goods/ Inputs and</p> |

| | |
|---------------------------------|---|
| | <i>benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</i> |
| C.1.2.1 | Not Applicable |
| C.1.3 | If there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, <u>then the originally evaluated L-1 bidder would be considered for award of contract</u> but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate. |
| C.1.4 | PURCHASE PREFERENCE POLICY(IES) : |
| C.1.4.1 & C.1.4.1(a) | PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES: Not Applicable |
| C.1.4.2 | Bidders to comply Public Procurement (Preference to Make in India) Order 2017" (MII) read with Ministry of Petroleum & Natural Gas notification applicable in this tender as per Clause No. 29.2 of Instruction to Bidders and submit requisite information/documents. |
| C.1.4.3 | Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017: Not Applicable |
| D. | Criteria for loading of bids: Not Applicable |
| E. | General: |
| E.1 | The BEC over-rides all other similar clauses operating anywhere in the Bid Documents. |
| E.2 | <u>The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.</u> |
| E.3 | <u>On site inspection will be carried out by ONGC's officers / representative /Third Parties at the discretion of the ONGC.</u> |
| E.4 | <i>Discount Clause</i> <i>Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event such offer without considering discount is found to be lowest, Corporation shall avail of such discount at the time of award of contract.</i> |

Certificate of Compliance of meeting Financial Parameters
(To be submitted by bidder on its letter head)

Bidder hereby submits 'Certificate of Compliance' to the effect that the financial parameters of the bidder are equal to or more than the required value as applicable as per para **B.2.6.0** – Financial Criteria of BEC**.

** wording "except working capital" to be inserted at the end of clause for cases where bidder's working capital is inadequate. In addition, following Para shall also be inserted for such cases:

"Bidder's working capital is not sufficient to meet the tender requirement. Hence bidder has made good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting the shortfall from his banker, through a letter specifically mentioning the tender number. The line of credit fromBank is enclosed (as per format at **Appendix B-2**)".

Signature of Authorised Signatory

Name of Signatory:

Seal of the Bidder

Note:

- i) Bidder is required to submit Certificate of Compliance for meeting the financial parameters as per BEC.
- ii) Working Capital shall mean as per definition under BEC clause **B.2.6.0** of Tender.

**(applicable for cases where bidder's working capital is inadequate)
(To be issued by Bidder's Bank on its letter head)**

Ref No . _____

Date:

To

(Name & Address of the Bidder/Contractor)

.....

.....

.....

Sub: **LINE OF CREDIT FOR ONGC TENDER NO: ---- for ----**

Dear Sir,

This letter for line of credit is issued for the above referred tender of Oil and Natural Gas Corporation Limited. We..... (name of the Bank) registered under the laws of (name of the country) having head/registered office at do hereby confirm the availability of unutilized line of credit for meeting the shortfall in working capital for _____(name of bidder) having its registered office at _____, against the tender.

If the bidder becomes successful for award against the tender, the line of credit shall be extended for successful completion of contract.

.....
(SIGNATURE)

Full name, designation and official address
(in legible letters) with Power of Attorney No. & Bank Stamp.

Authorized signatory

Note:

-The line of credit should be from Scheduled Commercial Bank working in India. The foreign bidder can provide line of credit from a foreign bank also. Bank has taken cognizance of the ONGC tender terms & conditions in this regard.

-The line of credit letter must be addressed to the name & address of the bidder, who is bidding in ONGC tender.

Proforma of E-Bank Guarantee towards Performance Security by the Supporting Company of the bidding company.

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Head MM-B&S Asset
B&S Asset, Oil & Natural Gas Corporation Ltd.,
B Wing, 2nd Floor, Vasudhara Bhavan,
Bandra(E), Mumbai – 400 051, India.

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at **Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 - India** Corporate Identity Number **L74899DL1993GOI054155** and one of its offices at **B&S Asset, Oil and Natural Gas Corporation Ltd., B Wing, 2nd Floor, Vasudhara Bhavan, Bandra(E), Mumbai – 400 051** (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between ONGC and the CONTRACTOR and ONGC having agreed that the 'SUPPORTING COMPANY' shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC 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 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that ONGC may have in relation to the 'SUPPORTING COMPANY's' liabilities.

4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the 'SUPPORTING COMPANY'.

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

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

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

All Claims of ONGC (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

| | |
|---------------------------|--|
| Beneficiary Account Name: | Oil and Natural Gas Corporation Limited |
| Bank Name | : State Bank of India |
| Branch | : J.L. EDUCATION SOCIETY BUILDING, GOVT COLONY, BANDRA EAST, MUMBAI 400051 |
| Branch Code | : 003838 |
| Bank Account No. | : 10816014377 |
| IFSC Code | : SBIN0003838 |
| SWIFT Code | : SBININBB |

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

| NAME OF BANKS | CURRENCY | A/C NUMBER | SWIFT BIC |
|---------------|----------|----------------|-----------|
| SBI Frankfurt | EUR | 52607101120001 | SBINDEFF |
| SBI London | GBP | 35601 | SBINGB2L |
| SBI Tokyo | JPY | 10177001220001 | SBINJPJT |
| SBI New York | USD | 77600125220002 | SBINUS33 |

Any claim under this Guarantee must be received by us on or before_____ (Indicate date of expiry of claim period which includes minimum one month period from the the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO. 1

(Signature)

Full name

and

official

address (in legible letters)

(Signature)

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

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

Dated

WITNESS NO. 2

(Signature)

Full name and official

address (in legible letters)

GURANTEE BY THE SUPPORTING COMPANY/GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at hereinafter called “the Guarantor and or the Supporting company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

1. M/s Oil & Natural Gas Corporation Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number **L74899DL1993GOI054155** and its Registered Office at **Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 - India** and having an office, amongst others, at **B&S Asset, Oil and Natural Gas Corporation Ltd., B Wing, 2nd Floor, Vasudhara Bhavan, Bandra(E), Mumbai – 400 051** hereinafter called “ONGC” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited Tender Number ----- for ----- on -----.

2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called “the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, _have in response to the above mentioned tender, submitted their bid bearing number to ONGC.

3. The Bidder does not meet the financial criteria required under the aforesaid tender.

4. The Guarantor Company holds more than 50 % paid up equity capital of the Bidder.

5. The Guarantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

6. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

ONGC is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing financial support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by ONGC Corporation at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide financial support as may be required by the Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to ONGC and undertakes as follows:

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee The guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
4. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of, India.
5. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
6. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgement.

For & on behalf of (Supporting Company)

M/s _____

Witness:

1. Signature _____

Full Name _____

Address _____

Signature _____

Name _____

Designation _____

official seal _____

2. Signature _____

Full Name _____

Address _____

Instructions:

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such agreements.

Standardized format for Memorandum of Understanding (MoU) for Consortium

This MoU is executed at..... on this day of between/among:

1. M/s, a company duly incorporated and validly existing under the laws of....., having its registered office at Corporate Identity Number ----- (hereinafter referred to as “**Member 1**”) which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);
2. M/s....., a company duly incorporated and validly existing under the laws of, having its registered office at..... Corporate Identity Number ----- (hereinafter individually referred to as the “**Member 2**”), which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);

AND

(More members can be added on similar lines as above depending on the members involved in the particular consortium)

The above Member 1 and Member 2 hereinafter shall individually referred to as “**Consortium Member**” and collectively be referred to as “**Consortium**”

WHEREAS

- (J) **Oil and Natural Gas Corporation Limited**, a company duly incorporated and validly existing under the (Indian) Companies Act, 1956, having its registered office at ONGC, Deendayal Urja Bhavan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, and having an office, amongst others, at..... *[insert Purchase Centre Address]* hereafter called “**ONGC**” has floated a Tender Number for on
- (K) The Consortium Members individually do not fulfil the technical eligibility criteria of the said tender and are not eligible to submit its bid against the said tender.
- (L) The Consortium Members have come together and desired to form a Consortium for submitting their bid against the said tender of ONGC.

AND WHEREAS

1. The terms and conditions in the bid documents more specifically clause 1.3 & 7.14 of ITB have been read and understood by the Consortium and acceptable to each member of the Consortium who agrees to abide by the same.
2. Each member hereby confirms that he has the qualification and experience for their respective scope of work as required under the Bid Evaluation Criteria and fulfils the conditions of eligibility as required therein.

NOW, THEREFORE, the Consortium Members agree as follows:

- i) All the members of the Consortium shall be jointly and severally responsible for the execution and discharge of all the obligations under the contract, if awarded to the Consortium to the complete satisfaction of ONGC.
- ii) The role and scope/division of work of each Consortium Member shall be as under:

| SL. No | Name of the Consortium Member who will carry out the activity | Activities (Role& Scope of Work to be performed) | Cross reference within the bid offer, where supporting documents are submitted/ attached ## | Scope of work / activity to be performed, expressed as a percentage (%) of Bid Value |
|--------|---|--|---|--|
| 1 | | (i) | |% |
| | | (ii) | |% |
| | | Total | |% |
| 2 | | | |% |
| | | | |% |

(In case bid has not been prepared before signing of MOU, the aforesaid cross reference may be provided in the offer in lieu of indicating in MOU)

- (iii) In accordance with the tender conditions of the aforesaid tender, M/s..... (Member 1 or 2 as the case may be) is hereby authorized by all the Consortium members to be the Leader of the Consortium (hereinafter referred to as the **“Leader”**) and to act on behalf of the Consortium, and :
 - (a) shall submit the bid, execute all relevant Bid Documents and deliver any documentation required on behalf of the consortium;
 - (b) shall be responsible for exchange of correspondence with ONGC and such correspondence exchanged between ONGC and Leader shall be binding on all Consortium Members
 - (c) shall be responsible for resolving any disputes/ misunderstanding / undefined activities, if any, amongst all the members of the Consortium
 - (d) Notwithstanding the provisions of being jointly and severally liable to ONGC by all members of consortium, the leader of consortium shall be primarily responsible for full execution of the entire ‘Scope of work’ of this tender/Contract(if awarded);
 - (e) shall sign the contract as authorised and on behalf of the Consortium (**Delete if each member of the consortium shall be signing the contract**)
 - (f) shall undertake full responsibility for timely completion of the awarded work ; and
 - (g) shall take the overall responsibility of project management of entire project.
- (iv) All payments under the contract shall be made by ONGC to individual Consortium Members as duly indicated in Price Bid format along with member wise details of price breakup /on percentage basis **OR** if no such price breakup/ on percentage basis is provided then only to the Leader of the Consortium (**strike out the one which is not applicable**).

In WITNESS WHEREOF, this MOU has been signed by or on behalf of each of the Members as of the day first above written.

Executed and delivered as a deed
by **each Member** acting by

.....

in the presence of:

.....
Signature

.....
Address:
Occupation:

.....
Signature

Instructions:

- (i) The above MOU shall be acceptable, only if signed by any of the following officials (who are empowered to sign such MOU) from the respective companies of the consortium members:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such MOU on behalf of the Member of the consortium.

Bid Evaluation Matrix

TENDER NO.: Q15HC23009

Name of Bidder: M/s [Click here to enter text.](#)

Name of work: - "Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC".

How to fill the Matrix?

Bidders are required to select suitable response against each point raised in this Matrix. Besides, that bidders are required to mention the page number of their offer, where supporting document (if required) has been placed for a particular point of Matrix. Each page of this Matrix should be signed and sealed by the bidder.

| Clause No. | BEC Clause | Bidder's response for acceptance of the criteria and submission of requisite documents in form of Confirmed/ Not confirmed/ Not Applicable | Specify Cross references where the relevant documents are attached. |
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| A. | Vital criteria for acceptance of bids:- Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected. | Choose an item. | Click here to enter text. |
| B. | REJECTION CRITERIA | | |
| B.1 | Technical rejection criteria The following vital technical conditions should be strictly complied with failing which the bid will be rejected: | Choose an item. | Click here to enter text. |
| B.1.1.0 | Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright. | Choose an item. | Click here to enter text. |

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| | The bidder should submit point wise compliance to scope of work, Functional requirements and technical specifications of the system envisaged. The bidder must indicate the Make & Model No. of the quoted items. The Technical specifications of the system offered must be supported with published literature/ Brochure. | | |
| B.1.2 | Eligibility and experience of the bidder: Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) must have either of the following experience(s) [Criteria A or Criteria B or Criteria C] to meet the eligibility criteria: | Choose an item. | Click here to enter text. |
| B.1.2.1(a)-I | <p>(a) <i>Criteria A: In case bidder is manufacturer of explosion proof CCTV Camera:</i></p> <p><i>Bidder should have Minimum 03 years manufacturing experience of at least 40 nos. explosion proof CCTV camera of zone 1 (hazardous certification) against one or more work order(s) during last 07 years.</i></p> <p>OR</p> <p>(b) <i>Criteria B: In case bidder is System Integrator with experience of supply, installation and commissioning of explosion proof CCTV Cameras:</i></p> <p><i>Bidder must be an installation and commissioning System Integrator who should have completed project(s) of supply, installation, testing and commissioning covering at least 40 nos. explosion proof CCTV Cameras through one or more work order(s) during last 07 years as on the date of un-priced bid opening.</i></p> <p>OR</p> <p>(c) <i>Criteria C: In case bidder is System Integrator with experience of supply, installation and commissioning of CCTV Cameras:</i></p> <p><i>Bidder must be an installation and commissioning System Integrator who should have completed project(s) of supply, installation and commissioning of CCTV Surveillance System with Video Management Software through Fiber Optics Network covering at least 200 nos. CCTV Cameras in industrial areas excluding residential buildings through one or more work order(s) with one order of CCTV Surveillance System with Video Management Software through Fiber Optics Network of at least 50 CCTV cameras, during last 07 years as on the date of un-priced bid opening.</i></p> <p><i>In support of the Criteria A or Criteria B or Criteria C above, the bidder shall submit copies of respective contracts, purchase orders or work orders along with documentary evidence in respect of satisfactory execution of each of those contracts/ purchase orders /work orders, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.</i></p> <p><i>Note:</i> <i>No part completion certificate shall be considered to meet above criteria; unless it can be clearly established based on documents submitted by the bidder that they have already completed successfully Scope of Work of similar complexity on LSTK basis as envisaged in invited LSTK tender and handed over to contractee for use. For evaluation; such EPC jobs accompanied by part completion certificate will be considered as completed.</i></p> | Choose an item. | Click here to enter text. |

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| B.1.2.1(a)-II | <p>Consortium Bids: Consortium bids are allowed, leader and members of consortium should themselves meet the experience criteria covering the respective activities of work to be performed by them on their own and not through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / Sub-contracting. Necessary documentary evidence to this effect should be submitted with techno-commercial bid.</p> <p>The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 51% stake in terms of bid value, as reflected in the MOU executed by the consortium members. Each member of consortium shall remain jointly and severally liable to ONGC.</p> <p>The leader or member of consortium shall have either of the following experience(as on date of original TBO):</p> <ol style="list-style-type: none"> Minimum 03 years manufacturing experience of at least 40 nos. explosion proof CCTV camera of zone 1 (hazardous certification) against one or more work order(s) during last 07 years. Supply, installation, testing and commissioning (SITC) covering at least 40 nos. explosion proof CCTV Cameras through one or more work order(s) in last 7 years. Supply, installation and commissioning (SITC) of CCTV Surveillance System with Video Management Software through Fiber Optics Network covering at least 200 nos. CCTV Cameras in industrial areas excluding residential buildings through one or more work order(s) with one order of CCTV Surveillance System with Video Management Software through Fiber Optics Network of at least 50 CCTV cameras, during last 07 years. <p>For this purpose the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid as per format provided in the tender (Appendix D).</p> <p>After execution of Contract, consortium leader having 51% stake shall be considered to have experience of all activities by himself.</p> | Choose an item. | Click here to enter text. |
| B.1.2.1.1 | Notwithstanding the provisions that the members of consortium shall be jointly and severally liable to ONGC, the leader of consortium should undertake unconditional acceptance of primary responsibility of executing the entire 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid. | Choose an item. | Click here to enter text. |
| B.1.2.1.2 | A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender. | Choose an item. | Click here to enter text. |
| B.1.2.1.3 | Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity. | Choose an item. | Click here to enter text. |
| B.1.2.1.4 | The overall responsibility of project management of entire project shall be that of the leader of the consortium. | Choose an item. | Click here to enter text. |
| B.1.2.1.5 | Successful bidder/Contractor/Leader of Consortium shall be required to perform by themselves (and not through other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) project management and at least one of main activities based on which they are seeking their qualification. | Choose an item. | Click here to enter text. |
| | In case of sub-contracting, sub-contractors shall be subject to pre-qualification by ONGC based on the sub-contractor's experience. | | |

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| B.1.2.1.6 | <p>In case of Consortium bids, all consortium partner(s), other than the Leader of consortium, shall also be required to perform by themselves (and not through other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) one of the project activities on which they are seeking their qualification (other than the activity(ies) indicated by the Leader of consortium to be performed by Leader).</p> <p>In case of sub-contracting, sub-contractors shall be subject to pre-qualification by ONGC based on the sub-contractor's experience.</p> | Choose an item. | Click here to enter text. |
| B.1.2.1.7 | <p>The leader and all other members of Consortium must be Companies incorporated in India.</p> <p>Note: For detailed conditions on consortium bid refer clause 1.3 & 7.14 of ITB.</p> | Choose an item. | Click here to enter text. |
| B.1.2.1(b) | <p>The bidder should meet the experience criteria detailed above.</p> <p>In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in the Technical BEC should be met as under:</p> <p>(i) The Joint Venture Company by itself should meet the experience criteria or</p> <p>(ii) The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of atleast 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p>(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract.</p> | Choose an item. | Click here to enter text. |
| B.1.2.2 | <p>Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para <u>B.1.2.1(a)</u> and <u>B.1.2.1(b)</u> above.</p> | Choose an item. | Click here to enter text. |
| B.1.2.3 | <p>Indian companies/ Joint Venture companies</p> <p>Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening.</p> | Choose an item. | Click here to enter text. |
| B.1.2.4 | Not applicable | | |
| B.1.2.5 | Deleted | | |
| B.1.3 | Training of ONGC Officials: Deleted | | |
| B.1.4 | Deleted | | |
| B.1.5 | <p>(a) Bidder shall indicate the source of their major bought out items like CCTV Camera and Server and also must furnish the following documents from the respective Original Equipment Manufacturer(s) along with their bid:</p> <p>(i) That the OEM have minimum 03 years manufacturing experience of explosion proof CCTV cameras and should have supplied at least 40 nos. of explosion proof CCTV Cameras through one or more work order(s) during last 07 years as on the date of un-priced bid opening.</p> | Choose an item. | Click here to enter text. |

(ii) Undertaking from OEM that OEM (Manufacturer) will supply explosion proof CCTV Cameras as per the specifications of the tender to the bidder.

(iii) Undertaking from OEM that required warranty cover as per tender for explosion proof CCTV cameras shall be provided by Manufacturer.

To this effect, Bidder should submit copies of respective contracts, purchase orders or work orders along with documentary evidence in respect of satisfactory execution of each of those contracts, purchase orders/ work orders in the form of copies of any of the documents(indicating respective contract number and type of services), such as – (i) Satisfactory completion/ performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of the contracts cited above.

(b) Bidder must also furnish the following undertakings from the respective Original Equipment Manufacturer(s) as at (a) above along with their bid

(i) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipments to be supplied under the contract, if awarded to the bidder by ONGC.

(ii) The bidder shall indicate the source of their bought out items and also the names of the original equipment / materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. 5 years for IT devices which includes networking devices, servers, storage, IT security products such as firewalls, IT peripherals such as PC, printers, scanners, CCTV/AV system etc., 7 years in case of electronic equipment from date of commissioning) of spares for all the equipments to be supplied under the contract, if awarded to the bidder by ONGC, either directly or through their authorized partners..

(iii) The bidder shall provide back-up authority letter from the Original Equipment Manufacturer (OEMs) on their Letter heads, authorizing the bidder as their authorized sales and service provider for CCTV camera.

In case the OEM declines / fails to honour any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

(c) In LSTK contracts, in case of any difficulty in submitting above commitments from any OEMs at the bidding stage, the bidder shall submit his own undertaking to the effect that the undertaking required in sub para (b) above from those OEM(s) will be furnished at the detailed engineering stage. However, in case successful bidder fails to submit the same at the detailed engineering stage, ONGC reserves the rights to cancel the contract, forfeit the Performance Security and take suitable action for banning such bidders from future business dealing with ONGC, as deemed fit.

(d) In case the Bidder quotes as per clause B.1.2.1(a)-I (a) Criteria A, bidder to indicate whether the installation and commissioning of CCTV system will be done by themselves or by sub-contracting as per provisions of the contract, through an System Integrator. In case an System Integrator is proposed to be assigned by bidder, bidder to indicate name of such System Integrator who meets the following experience criteria:

i) System Integrator must be an installation and commissioning System Integrator who should have completed project(s) of Installation and Commissioning covering at least 40 nos. explosion proof CCTV Cameras through one or more work order(s) during last 07 years as on the date of un-priced bid opening.

OR

ii) System Integrator who should have completed project(s) of installation and commissioning of CCTV Surveillance System with Video Management Software through Fiber Optics Network covering at least 200 nos. CCTV Cameras in industrial areas excluding residential buildings

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| | <p>through one or more work order(s) with one order of CCTV Surveillance System with Video Management Software through Fiber Optics Network of at least 50 CCTV cameras, during last 07 years as on the date of un-priced bid opening.</p> <p>To this effect, Bidder should submit copies of respective contracts, purchase orders or work orders along with documentary evidence in respect of satisfactory execution of each of those contracts, purchase orders/ work orders in the form of copies of any of the documents (indicating respective contract number and type of services), such as – (i) Satisfactory completion/ performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of the contracts cited above.</p> | | |
| B.1.6 | <p>System Provenness</p> <p>(a) The offered explosion-proof camera or its generic version should be in operation satisfactorily at least for one year at the time of submission of the bids. Supporting Documents for at least one year's satisfactory operation of the product is to be submitted.</p> <p>(b) The offered explosion-proof camera should not be declared End of Support (EoS) for next 3 years from date of opening of techno-commercial bid.</p> | Choose an item. | Click here to enter text. |
| B.1.7 | <p>The total quoted 6 Years CAMC charges(excluding Taxes) should be minimum 30% of the individual Group Project SIC (Material + Installation + Commissioning Charges- excluding Taxes).</p> <p>Bidder to submit an undertaking along with the Technical bid that</p> <p>1) The total quoted 6 Years CAMC charges(excluding Taxes) should be minimum 30% of the individual Group Project SIC (Material + Installation + Commissioning Charges- excluding Taxes). Bidder to mention 6 Years CAMC charges(excluding Taxes) as a percentage of individual Group Project SIC (Material + Installation + Commissioning Charges- excluding Taxes) in the undertaking.</p> <p>In case quoted 06 Year CAMC amount(excluding Taxes) is found to be less than 30% of Individual Group Project SIC cost(excluding Taxes). Then amount of 30% would be deemed to be CAMC charges and would be allocated to be paid as part of CAMC charges. The shortfall amount shall be equally spread out across the entire CAMC period. Total LSTK cost for SIC would be adjusted accordingly, for the purpose of making payments without changing the Total Project cost of that Group.</p> <p>2) The quoted annual CAMC charges must be either in the form of uniform rate OR in increasing order over the 6 Years period.</p> | Choose an item. | Click here to enter text. |
| B.2 | <p>Commercial rejection criteria</p> <p>The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.</p> | Choose an item. | Click here to enter text. |
| B.2.1.0 | Deleted | | |
| B.2.2.0 | <p>Bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the 'document area in C-folder' through ONGC's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p> <p>Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered.</p> | Choose an item. | Click here to enter text. |

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| | <p>The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Annexure VII (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid. The Price bid shall contain only the prices duly filled in the on-line price format of ONGC's e-procurement engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p> <p>Notes:</p> <p>(i) Scanned copy of Integrity Pact duly signed on all the pages by the same signatory who is duly authorized to sign the bid digitally shall be uploaded with techno-commercial bid.</p> <p>(ii) Scanned copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only, shall be uploaded with techno-commercial bid</p> <p>(iii) Scanned copy of the notarized true copy of the "Power of Attorney" uploaded with the techno-commercial bid shall also be accepted, if the power of attorney is a general "Power of Attorney".</p> <p>(iv) However, ONGC reserves right to seek original Power of Attorney (when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only) / notarized true copy (when Power of Attorney is a general Power of Attorney) at any time during the processing of tender and execution of contract.</p> <p>(v) ONGC reserves right to seek in physical form original/notarized true copy of any document uploaded in digital form, at any time during the processing of tender and execution of contract.</p> | | |
| B.2.2.1 | <p>Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.</p> <p>Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.</p> <p>If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.</p> | Choose an item. | Click here to enter text. |
| B.2.3.0 | <p>Acceptance of terms & conditions :</p> <p>The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I as well as the instructions contained in the website 'etender.ongc.co.in'.</p> | Choose an item. | Click here to enter text. |
| B.2.3.1 | <p>Bidder should confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border With India' " as detailed at Annexure-I "Instructions to Bidders". Bidder should also submit the requisite certificate as mentioned.</p> | Choose an item. | Click here to enter text. |
| B.2.4.0 | Offers of following kinds will be rejected: | | |
| (a) | <p>Offers made without Bid Security/Bid Bond/Bank Guarantee/Earnest Money Deposit alongwith the offer (Refer clause 17 of Instruction to Bidders at Annexure I).</p> <p>Bidder quoting for more than one group shall be required to submit Bid Security/ EMD for an amount equal to the sum of the bid security/ EMD of each group being quoted.</p> | Choose an item. | Click here to enter text. |

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| (b) | Offer not submitted in e-form through ONGC's e-procurement engine. | Choose an item. | Click here to enter text. |
| (c) | Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid. | Choose an item. | Click here to enter text. |
| (d) | Offers where prices are not firm during the entire duration of the contract and/or with any qualifications. | Choose an item. | Click here to enter text. |
| (e)(i) | Offers which do not conform to ONGC's 'online price bid format' as given in the e-bidding engine. | Choose an item. | Click here to enter text. |
| (e)(ii) | Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them. | Choose an item. | Click here to enter text. |
| (f) | Not Applicable | | |
| (g) | Offers which do not confirm to the contract period indicated in the bid. | Choose an item. | Click here to enter text. |
| (h)(i) | Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids. (Refer clause No. 9.1(f) of Annexure-I) | Choose an item. | Click here to enter text. |
| (h)(ii) | Offers of the bidders violating the provisions of Integrity pact. | Choose an item. | Click here to enter text. |
| (i) | Not Applicable | | |
| (j) | Offers not accompanied with a copy of valid registration certificate under GST Legislation of India | Choose an item. | Click here to enter text. |
| (k) | Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit. | Choose an item. | Click here to enter text. |
| (l) | Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC. | Choose an item. | Click here to enter text. |
| (m) | Not Applicable | | |
| (n) | Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine. | Choose an item. | Click here to enter text. |
| (o) | Offers not accompanied with the undertaking/Agreements as per clause B.1.2 and B.2.6.0. | Choose an item. | Click here to enter text. |
| (p) | Offers and all attached documents not digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted as per ITB(Refer clause No. 9.1(i) of Annexure-I). | Choose an item. | Click here to enter text. |

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| (q) | Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file. | Choose an item. | Click here to enter text. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (r) | Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that they will comply the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952. | Choose an item. | Click here to enter text. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.2.5.0 | Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. | Choose an item. | Click here to enter text. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.2.6.0 | <p>Criteria for ascertaining Financial Capability of the bidders.</p> <p>All the below mentioned applicable criteria shall be met by the bidders, as applicable for procurement of LSTK contracts:</p> <table><tr><td>1</td><td>Turnover of Bidders</td><td>Group A</td><td>Group B</td><td>Group C</td><td>Group D</td></tr><tr><td></td><td>For LSTK Contracts</td><td>10,88,83,189.33</td><td>8,22,41,003.53</td><td>6,87,81,192.49</td><td>10,51,23,900.41</td></tr><tr><td>2</td><td>Net Worth of Bidder</td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>For LSTK Contracts</td><td>Positive</td><td>Positive</td><td>Positive</td><td>Positive</td></tr><tr><td>3</td><td>Working Capital*</td><td>3,26,64,956.80</td><td>2,46,72,301.06</td><td>2,06,34,357.75</td><td>3,15,37,170.12</td></tr><tr><td>4</td><td>Debt equity ratio*</td><td>Less than 2:1</td><td>Less than 2:1</td><td>Less than 2:1</td><td>Less than 2:1</td></tr></table> <p>* Methodology for ascertaining current liabilities, current assets and long term debt shall be consistent with IFRS / IND AS standards.</p> <p><u>Note:</u> (i) For ascertaining the Turn-over criteria of the bidder, if audited consolidated annual financial statement of FY2020-21 is required to be considered, average turn-over of the bidder for two (02) financial years having highest turnover out of previous three (03) consecutive financial years shall be considered for meeting the requirement of turn-over.</p> | 1 | Turnover of Bidders | Group A | Group B | Group C | Group D | | For LSTK Contracts | 10,88,83,189.33 | 8,22,41,003.53 | 6,87,81,192.49 | 10,51,23,900.41 | 2 | Net Worth of Bidder | | | | | | For LSTK Contracts | Positive | Positive | Positive | Positive | 3 | Working Capital* | 3,26,64,956.80 | 2,46,72,301.06 | 2,06,34,357.75 | 3,15,37,170.12 | 4 | Debt equity ratio* | Less than 2:1 | Less than 2:1 | Less than 2:1 | Less than 2:1 | Choose an item. | Click here to enter text. |
| 1 | Turnover of Bidders | Group A | Group B | Group C | Group D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | For LSTK Contracts | 10,88,83,189.33 | 8,22,41,003.53 | 6,87,81,192.49 | 10,51,23,900.41 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Net Worth of Bidder | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | For LSTK Contracts | Positive | Positive | Positive | Positive | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Working Capital* | 3,26,64,956.80 | 2,46,72,301.06 | 2,06,34,357.75 | 3,15,37,170.12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Debt equity ratio* | Less than 2:1 | Less than 2:1 | Less than 2:1 | Less than 2:1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>The turnover of bidders to be considered for evaluation shall be the average turnover of the last two years as brought out at note (vi) below.</p> <p><u>Subject to provisions under second paragraph of Note (i)-a, Net-worth, working capital and debt equity ratio, shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.</u></p> <p>In case the financial statements submitted by the bidder are in currencies other than INR, the closing currency exchange rate as prevailing on the date of publication of NIT as per "Daily" Closing exchange rate published on Thomson Reuters internet site https://in.reuters.com/markets/currencies, upto three places of decimal, shall be considered for converting it into INR. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.</p> <p>The basis of <u>Estimated</u> value shall be the <u>total estimated cost put to tender</u> including duty and taxes, if any, which is taken into consideration for <u>estimation</u>.</p> <p><u>In case of Two Bid System, in the un-priced bid, the bidder should explicitly bring out the value worked out against each parameter and should also submit confirmation of meeting all the parameters of Criteria for ascertaining Financial Capability of the bidders.</u></p> | Choose an item. | Click here to enter text. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | <p>NOTES:</p> <p>Bidder can either be a single entity which includes Incorporated Joint Venture or a consortium.</p> | Choose an item. | Click here to enter text. |
| | <p>(i) Following documents to be submitted by the bidder:</p> <p>(a) The bidder shall submit its Audited consolidated financial statement with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.</p> <p><u>In cases where the bidding/supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing chartered accountant or equivalent.</u></p> <p>(b) Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company (refer note vi(a) below)</p> <p>(c) <u>A certificate from the Statutory Auditor in respect of "Positive Net Worth" on the basis of Audited consolidated financial statement, calculated as per definition of Net Worth provided in the tender document, is to be provided by the bidder. In case of foreign bidder and where Statutory Audit is not required as per law, the "Positive Net Worth" certificate should be from Chartered Accountant Firm or equivalent.</u></p> | Choose an item. | Click here to enter text. |
| | <p>(ii) Net worth shall mean: "Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation".</p> | Choose an item. | Click here to enter text. |
| | <p>(iii) The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be <u>certified</u> by practising Chartered Accountant or equivalent.</p> <p>Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.</p> | Choose an item. | Click here to enter text. |
| | <p>(iv) Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.</p> <p>If the bidder's working capital is inadequate in meeting the tender requirements, then the bidder can make good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting <u>the entire quantum of shortfall in the Working Capital and not limited to the Working Capital required for the tender</u> from his banker, through a letter specifically mentioning the tender number <u>as per enclosed format at Appendix B-2)</u> The line of credit should be from Scheduled Commercial Bank working in India. <u>The foreign bidder can provide line of credit from a foreign bank also.</u></p> | Choose an item. | Click here to enter text. |
| | <p>(v) Debt equity ratio shall mean long term borrowings/Net-worth.</p> | Choose an item. | Click here to enter text. |
| | <p>(vi) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover from operation of the bidder for the previous two financial years shall be considered. Average turnover from operation of the bidder for the previous two financial years shall be calculated by dividing the turnover from operation of previous two years by two, irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous two financial years for ascertaining their turnover. The date (i.e the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the bid closing date.</p> | Choose an item. | Click here to enter text. |

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| | <p>(vi)-(a) A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-</p> <ol style="list-style-type: none"> 1. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder <u>either directly or through intermediate subsidiaries.</u> 2. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC. 3. Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix C-1. <p><u>In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.</u></p> <p><u>In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</u></p> <ol style="list-style-type: none"> 4. In such cases, all applicable financial parameters viz. Turnover, Net-worth, Working Capital, D/E ratio of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation. | Choose an item. | Click here to enter text. |
| | <p>(vi)-b. Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:</p> <ol style="list-style-type: none"> 1. Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC. 2. A Corporate Guarantee from the supporting company in the prescribed format at Appendix C-2. 3. A certificate from the Statutory Auditor or <u>Company Secretary</u> or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company. 4. <u>Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.</u> 5. Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix C-1. <u>Note:</u> <u>In case Supporting company fails to submit Bank Guarantee as above, EMD/SD submitted by the bidder shall be forfeited.</u> 6. Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by ONGC due to non-performance of the contractor. <p>The above certificates/undertakings should be of a date after NIT date.</p> | Choose an item. | Click here to enter text. |
| | <p>vii. Wherever the consortium bids are allowed and the bid is from a Consortium, the bidder is required to provide Memorandum of Understanding (MOU) executed by the consortium partners in the un-priced bid. The MOU should indicate the scope of work to be performed by the respective consortium members expressed as percentage of bid value. Each consortium partner should themselves individually meet the financial criteria parameters namely turnover <u>and</u> working capital* in proportion to the percentage of work to</p> | Choose an item. | Click here to enter text. |

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| | be performed by them <u>subject to minimum of 50% of the required amount shown against criteria of Turnover and Working Capital</u> , for the leader of the consortium and 20% for other members of the consortium. The <u>Net Worth and-Debt/Equity ratio*</u> as to be individually met by all consortium members as prescribed above. Support from parent/supporting company is not allowed to meet the financial criteria. | | |
| | <p>viii. In the tender, if there is specific provision allowing bidders to quote part quantity for each item/category/group (evaluation in that case being done item wise/category wise/ group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender.</p> <p>ix. Above financial criteria shall also be applicable for cases where delivery/contract period for supply of goods/services/turnkey projects is less than one year, treating the <u>Estimated</u> value as the <u>annualized Estimated value</u>.</p> | Choose an item. | Click here to enter text. |
| B.2.6.1 | Deleted | | |
| B.2.7.0 | Not Applicable | | |
| C. | Price Evaluation Criteria | | |
| C.1.1 | <p><i>Tender has been divided into 4 groups as per following:</i></p> <ul style="list-style-type: none"> • Group A – B&S Asset • Group B – N&H Asset • Group C – MH Asset (North) • Group D – MH Asset (South) <p><i>Bidder may quote for any or all the groups.</i></p> <p><i>Total Lump sum price quoted inclusive of all taxes, duties, levies, insurance, transportation etc., applicable for complete scope of work of relevant group in the price bid attachment Schedule at Annexure-VIII- Appendix A of ONGC's e-procurement engine shall be base price for the purpose of price evaluation. The Operational spares/ optional items if any quoted shall not be considered for evaluation purpose.</i></p> <p><i>The Tender requirement is <u>not splitable within groups</u> and entire order for any particular group shall be placed to lowest eligible bidder for that group if any, among the bidders qualifying for purchase preference under PP-MII policy.</i></p> <p>1. <u>BREAKUP OF LUMP SUM PRICES:</u> <i>Bidders should furnish the break- up of Lumpsum price in Annexure-VIII-Appendix A of respective group of ONGC's e-procurement engine which will be used for the purpose of regulation of payment. In case of discrepancy in sum of break-ups in Annexure-VIII-Appendix-B, C & D and Lumpsum price indicated in the price bid attachment Annexure-VIII-Appendix A of ONGC's e-procurement engine for a group, then contract price payment for that particular group shall be restricted to lowest of Lumpsum price indicated in the price bid attachment Annexure-VIII-Appendix-A and sum of break-ups in Annexure-VIII-Appendix-B, C & D.</i></p> <p>2. <u>Taxes and Duties:</u> <i>Bidders should furnish the details of taxes & duties considered in the bid / Lumpsum price in Annexure-VIII-Appendix-E of ONGC's e-procurement engine which will be used for the purpose of operating Change-in-law provisions of the tender document.</i></p> | Choose an item. | Click here to enter text. |

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| | <p>3. GST will be applicable on total Lump sum price inclusive of Services and Materials.</p> <p><i>Note: The goods required for execution of such works contract which are procured by contractor would be treated as inputs. The IGST/GST paid against EC on procurement of such input (goods), would be available as credit (set-off) to the contractor. Hence, the IGST /GST paid against EC on such materials would not be additional cost to the contractor/ONGC. Accordingly, bidder should quote net prices considering input credit.</i></p> <p><i>Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.</i></p> <p>4. The evaluation of bidders shall be based on the total lump sum price group wise quoted by the bidders inclusive of GST & accordingly contract shall be also placed on group wise total lump sum prices inclusive of GST (at the rate applicable on composite services as on TBO date).</p> <p>5. No escalation whatsoever in prices shall be allowed during the currency of the contract, including any extension thereof.</p> <p>6. <u>CUSTOMS DUTY and GST:</u> Bidder to refer Para 13.0 of Annexure I for Customs Duty.</p> <p>7. <u>Purchase Preference – Make in India:</u> Bidder to comply with provisions of PP-MII policy as laid down in tender document and also as notified in Meity O.M. dated 07.09.2020 (copy attached) and 23.11.2022 or any other relevant government notifications <u>as amended from time to time.</u></p> | | |
| C.1.2 | <p>Bidders are required to ascertain themselves, the prevailing rates of GST on the scheduled date of submission of Techno-commercial Bids and ONGC would not undertake any responsibility whatsoever on such rate as ascertained by the bidders.</p> <p>Accordingly, bidders should quote the prices, clearly indicating the rate of GST, description of service and the Service Accounting Code (i.e. HSN/SAC) as per GST Law as ascertained by the bidder.</p> <p>Total price inclusive of GST as quoted by the bidders shall be considered for evaluation.</p> <p>In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.</p> <p>In the contracts involving multiple services or the services involving usage of certain goods or materials (which are consumables in nature forming part of the output service), the Bidder should provide the break-up for cost of goods and cost of various services. However, the bidder shall quote GST for the output services.</p> <p>GST and Customs Duties if any, on input services/ capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duties paid on input services /capital goods/ Inputs and</p> | Choose an item. | Click here to enter text. |

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| | <i>benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</i> | | |
| C.1.2.1 | Not Applicable | | |
| C.1.3 | If there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, <u>then the originally evaluated L-1 bidder would be considered for award of contract</u> but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate. | Choose an item. | Click here to enter text. |
| C.1.4 | PURCHASE PREFERENCE POLICY(IES) : | | |
| C.1.4.1 & C.1.4.1(a) | PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES: Not Applicable | | |
| C.1.4.2 | Bidders to comply Public Procurement (Preference to Make in India) Order 2017” (MII) read with Ministry of Petroleum & Natural Gas notification applicable in this tender as per Clause No. 29.2 of Instruction to Bidders and submit requisite information/documents. | Choose an item. | Click here to enter text. |
| C.1.4.3 | Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017: Not Applicable | | |
| D. | Criteria for loading of bids: Not Applicable | | |
| E. | General: | | |
| E.1 | The BEC over-rides all other similar clauses operating anywhere in the Bid Documents. | Choose an item. | Click here to enter text. |
| E.2 | <u>The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.</u> | Choose an item. | Click here to enter text. |
| E.3 | <u>On site inspection will be carried out by ONGC’s officers / representative /Third Parties at the discretion of the ONGC.</u> | Choose an item. | Click here to enter text. |
| E.4 | Discount Clause <i>Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event such offer without considering discount is found to be lowest, Corporation shall avail of such discount at the time of award of contract.</i> | Choose an item. | Click here to enter text. |

(On company letter head)**Letter No.:** _____**Date:** _____**Comprehensive Declarations & Undertakings**

To,

The Head MM
Materials Management Department
B&S Asset, Mumbai Region,
C-263, 2ND Floor, B Wing, Vasudhara Bhavan,
Bandra (E), Mumbai: 400051

Subject: Tender No. Q15HC23009 for **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC**

We hereby submit following Undertaking, Confirmations and Declarations for subject tender:

| Sl. | Undertaking regarding | Declaration / Undertaking |
|-----|---|---|
| 1. | BEC Clause B.2.3.0 | We, M/s (name of bidder), confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I as well as the instructions contained in the website 'etender.ongc.co.in'. |
| 2. | BEC Clause B.2.3.1 (to be submitted separately also) | <p>We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender. [wherever applicable bidder must submit evidence of valid registration by Competent Authority]</p> <p>We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. [wherever applicable bidder must submit evidence of valid registration by Competent Authority]</p> |
| 3. | BEC Clause B.2.4.0(k) | We, M/s (name of bidder), hereby undertake to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit. |
| 4. | BEC Clause B.2.4.0(l) | We, M/s (name of bidder), hereby confirm that neither ourselves, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring us from carrying on business dealings with ONGC. |
| 5. | BEC Clause B.2.4.0(n) | We, M/s (name of bidder), hereby confirm that all the documents/ certificates/ information submitted by us against this tender are genuine. |
| 6. | BEC Clause B.2.4.0(r) | We, M/s (name of bidder), hereby confirm that we will comply with the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952. |

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| 7. | Para 7.11 of Annexure I | We, M/s (name of bidder), hereby declare that the terms and conditions (Annexure I and II), as laid down in this bidding document are acceptable to us in toto. |
| 8. | ONGC's Policy on Climate Change and Sustainability – Para 41 of Annexure I. | <p>We, M/s (name of bidder), confirm that we have read the ONGC's following "Policy on Climate Change & Sustainability" and we are working upon to develop our policy as well:</p> <p>i. ONGC is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.</p> <p>ii. ONGC shall endeavour for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.</p> <p>iii. ONGC shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner.</p> <p>iv. ONGC shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.</p> <p>v. ONGC's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.</p> <p>vi. ONGC shall endeavour to develop new business opportunities through investment in climate change.</p> <p>vii. ONGC shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.</p> <p>viii. Above all, ONGC shall make sustainability a foundation of our business strategy.</p> |
| 9. | Fraud Prevention Policy of ONGC– Para 41.1 of Annexure I. | We, M/s (name of bidder), certify that we have read the Fraud Prevention Policy of ONGC and we would adhere to the same and shall not indulge ourselves or allow others to indulge in fraudulent activities and that we would immediately apprise the ONGC of the fraud/suspected fraud as soon as it comes to our notice. |

(Signature of authorised bid signatory along with company seal)

Name: _____

Designation: _____

(Note: Bidder to note that above list is not exhaustive. Bidder to submit Technical checklist and other undertaking as per tender.)

Letter No.: _____**Date:** _____**Comprehensive Details**

To,

The Head MM
Materials Management Department
B&S Asset, Mumbai Region,
C-263, 2ND Floor, B Wing, Vasudhara Bhavan,
Bandra (E), Mumbai: 400051

Subject: Tender No. Q15HC23009 for **Augmentation and Replacement of CCTV systems with post warranty comprehensive AMC for six years at Western Offshore Process Platforms of ONGC**

We hereby submit following Details for subject tender:

| | | | |
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| 1. | Bank Details as per Para 12.0 & 12.1 of Annexure I | Name & Complete Address of the Supplier / Contractor as per Bank records. | |
| | | Name & Complete Address of the Bank with Branch details. | |
| | | Type of Bank account (Current / Savings/Cash Credit) | |
| | | Bank Account Number (indicate 'Core Bank Account Number', if any) | |
| | | IFSC / NEFTCode (11 digit code) / MICR code, as applicable, <u>alongwith a cancelled cheque leaf</u> | |
| | | Cancelled Cheque leaf uploaded: Yes/ No | |
| | | Permanent Account Number (PAN) under Income Tax Act | |
| | | PAN Card scanned copy attached: Yes/ No | |
| | | GST Registration Number (for supply of Goods and services) | |
| | | GST Registration Certificate attached: Yes/ No | |
| | | e-mail address of the vendor / authorized official (for receiving the updates on status of payments) | |
| | | Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, alongwith valid documentary evidence | |
| Udyam Registration Certificate submitted: Yes/ No | | | |
| Social Category in case of MSME Bidder as per Udyam Registration Certificate | | | |

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| | | Details as per Para 12.1 of Annexure I in case of Foreign bidder. | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Name of Authorised signatory | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Indian Agent Confirmation – Para 9.1 (e) of Annexure I | Not applicable. Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/representative/retainer, permanent income tax account number of foreign bidder and amount of commission or other payments. If no such agent/consultant/representative/ retainer is involved, the same should be explicitly stated in the techno-commercial bid. | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Financial Criteria a. Applicability of Consolidated Audited Financial Report | a. Bidder to confirm if Consolidated Audited Financial Report is to be prepared or not as per BEC Clause B.2.6.0. | | | | | | | | | | | | | | | | | | | | | | | |
| | b. Certificate of compliance | b. Bidder hereby submits ‘Certificate of Compliance’ to the effect that the financial parameters of the bidder are equal to or more than the required value as applicable as per para B.2.6.0 – Financial Criteria of BEC**. ** wording “except working capital” to be inserted at the end of clause for cases where bidder’s working capital is inadequate. In addition, following Para shall also be inserted for such cases: “Bidder’s working capital is not sufficient to meet the tender requirement. Hence bidder has made good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting the shortfall from his banker, through a letter specifically mentioning the tender number. The line of credit fromBank is enclosed (as per format attached)” | | | | | | | | | | | | | | | | | | | | | | | |
| | c. Statement containing the value of each financial parameter | c. Bidder hereby submits statement containing the value of each of following financial parameter required in the tender based on bidder’s audited consolidated financial statement as defined in BEC Clause B.2.6.0: <table><tr><td><u>Parameter</u></td><td><u>Amount/ Value for FY --</u> -----</td><td><u>Amount/ Value for FY ---</u> ----</td><td><u>Amount/ Value for FY -</u> -----</td></tr><tr><td>Turnover (Currency)</td><td></td><td></td><td></td></tr><tr><td>Net-worth (Currency)</td><td></td><td></td><td></td></tr><tr><td>Working Capital (Currency)</td><td></td><td></td><td></td></tr><tr><td>Debt Equity Ratio</td><td></td><td></td><td></td></tr></table> | | | | <u>Parameter</u> | <u>Amount/ Value for FY --</u> ----- | <u>Amount/ Value for FY ---</u> ---- | <u>Amount/ Value for FY -</u> ----- | Turnover (Currency) | | | | Net-worth (Currency) | | | | Working Capital (Currency) | | | | Debt Equity Ratio | | | |
| <u>Parameter</u> | <u>Amount/ Value for FY --</u> ----- | <u>Amount/ Value for FY ---</u> ---- | <u>Amount/ Value for FY -</u> ----- | | | | | | | | | | | | | | | | | | | | | | |
| Turnover (Currency) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Net-worth (Currency) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Working Capital (Currency) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Debt Equity Ratio | | | | | | | | | | | | | | | | | | | | | | | | | |
| | d. Confirmation if bidder is bidding on basis of Financial Capability of supporting company. | d. Bidder to submit confirmation: “We are bidding on our own Financial Capability” OR i. “We are bidding on the basis of Financial Capability of our Supporting Company M/s _____.” ii. Bidder hereby submits undertaking/ documents required in case of Financial Capability of Supporting Company. | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | PP-LC – Para 29.2 of Annexure I | a. Local Content percent. b. Own undertaking and Certificate from Statutory Auditor as per Para 29.2 of Annexure I. c. Details of the location(s) at which the local value addition is made. | | | | | | | | | | | | | | | | | | | | | | | |

(Signature of authorised bid signatory along with company seal)

Name: _____

Designation: _____

(Note: Bidder to note that above list is not exhaustive. Bidder to submit Technical checklist and other undertaking as per tender.)