



PMC Cell – MM

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Corporate Materials Management

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Circular No. 11/2016-cum-IMMM Amendment No. MM/10/2016

No: MAT/PMC/13(7)/2016

Dated: 23.03.2016

Sub: Modifications to various provisions of Integrated MM Manual.

In accordance with the decisions taken in the EPC meeting (06/2016) held on 23.02.2016, various provisions of Integrated MM Manual stand modified as per attached **Annexure-I.**

All concerned are advised to follow above instructions meticulously.

Gray
23/9/3/16

(C.R. Mohanty)

ED-Chief MM Services

Distribution: (Through ONGC's intranet website 'ongcreports.net').

All concerned may download the circular from the site. Hard copies are not distributed separately.

Copy to:

1. EO to CMD, ONGC, Jeevan Bharti Building, New Delhi.
2. CEA to Director (T&FS) / Director (Offshore) / Director (HR) / Director (Exploration)/ Director (Onshore) / Director (Finance), ONGC, Jeevan Bharti Building, New Delhi.
3. CVO, ONGC, Jeevan Bharti Building, New Delhi.
4. Copy to F.N. 13(6) and 13(9).

Annexure-I

Para No.	Existing Provisions	Modified Provisions
1.7	Provisions of Materials Management Manual are approved by the Executive Committee (EC) / Executive Procurement Committee (EPC) and appraised to ONGC Board. Therefore, any deviation from the prescribed policy guidelines or norms on Materials Management will require approval from EC / EPC through Director In-Charge MM. Such approvals shall be put up to ONGC board for its appraisal on half yearly basis by EC/ EPC Cell.	Provisions of Materials Management Manual are approved by the Executive Committee (EC) / Executive Procurement Committee (EPC) and appraised to ONGC Board. Therefore, any deviation from the prescribed policy guidelines or norms on Materials Management will require approval from EC / EPC through Director In-Charge MM. Such approvals shall be put up to ONGC board for its appraisal on half yearly basis by <u>PMC. To enable PMC to compile the deviation from the prescribed policy guidelines or norms on Integrated MM Manual approved by EC/EPC cell, concerned work centres shall immediately convey the approval obtained by them from EC/EPC cell for taking deviation from the prescribed policy guidelines or norms on Integrated MM Manual.</u>
3.3.2(f),	<u>Function of Category Management reg.</u> Provide assistance for rate reasonability <u>and workability.</u>	Provide assistance for rate reasonability.
4.5 4.5.7	Costing for Civil /Electrical and other works. No provisions exist.	Costing for Civil /Electrical and other works. While preparing cost estimation sheet, a column for reference viz. CPWD SOR, PWD SOR, BQ, LPR etc. with item numbers against all individual item(s) should be created for cross checking the estimation data by various departmental agencies. In the cost estimation sheet itself, technical specification against each individual referred item shall be confirmed. In case of any deviation, the extent of deviation taken shall be indicated.
8.2.2	Tender inviting Section shall forward the copy of Invitation to Bid to Corporate Communications department for	Tender inviting Section shall forward the copy of Invitation to Bid to Corporate Communications department for

Para No.	Existing Provisions	Modified Provisions
	<p>publishing Tender Notice in the newspapers in the following formats:</p> <p>“ _____ invites sealed bids / e-bids (delete, whichever is not applicable) as per details given below :-</p> <p>Tender No: _____ Brief Description _____ Contract/ _____ delivery Period _____ Tender fee _____ Period of sale of tender documents from _____ to _____ Last date of Receipt of Clarifications for Pre-bid conference(delete if not applicable) _____ Pre-Bid conference date / time (delete if not applicable) _____ Techno-commercial bid closing/ opening date/time _____</p> <p>For other details of this tender including corrigendum if any, (please logon to ONGC web site “tenders.ongc.co.in” and “etender.ongc.co.in” (for e-bid).</p>	<p>publishing Tender Notice in the newspapers in the following formats:</p> <p>“ _____ invites sealed bids / e-bids (delete, whichever is not applicable) as per details given below :-</p> <p>Tender No: _____ Brief Description _____ Contract/ _____ delivery Period _____ Tender fee _____ Period of sale of tender documents from _____ to _____ Last date of Receipt of Clarifications for Pre-bid conference(delete if not applicable) _____ Pre-Bid conference date / time (delete if not applicable) _____ Techno-commercial bid closing/ opening date/time _____</p> <p>For other details of this tender including corrigendum if any, (please logon to ONGC web site “tenders.ongc.co.in” and “etender.ongc.co.in” (for e-bid). <u>In case of exigencies ONGC at its option may decide to extend tender sale / Techno-commercial bid closing / opening date / time in future which will be posted on the above referred website for information. Bidders should regularly visit ONGC tender website for the latest information in this regard.</u></p> <p><u>New vendors should ensure to approach ONGC for issue of vendor code number along with all the required documents minimum 5 working days prior to bid closing date.</u></p>
8.2.2.3	<p>Respective In-charge-MM's at Work Centres shall identify a suitable E5 level officer of MM discipline (E-4 level officer if E-5 level officer is not available), well conversant with the procedure who will act as an FPR (First Person Responsible) for correctness of NITs being uploaded on the web-site and to whom vigilance officer can approach <u>when they notice any such shortcoming, for rectification.</u></p>	<p>Deleted</p>

Para No.	Existing Provisions	Modified Provisions
8.4.4	For limited tenders upto Rs.10 lakhs, MM department / tender processing group may send enquiries to vendors known to ONGC. The enquiries will also be sent to the registered vendors as defined in para 17.1 based on documents submitted for specific item/service/category of procurement.MM department / tender processing group at each work center shall make necessary arrangements for registration of vendors as per para 17.1, keeping in view of the requirements of the work center.	For limited tenders upto Rs.10 lakhs, MM department / tender processing group may send enquiries to vendors known to ONGC. The enquiries will also be sent to the registered vendors as defined in para 17.1 based on documents submitted for specific item/service/category of procurement. MM department / tender processing group at each work center shall make necessary arrangements for registration of vendors as per para 17.1, keeping in view of the requirements of the work center. <u>Guidelines under para 8.2.7 on formulation of PQC and use of website in tender shall not be applicable for limited tenders covered under this para.</u>
10.1.1	.....TC is not required for placement of orders against DGS&D, NICS I and ONGC rate contracts and for OEM/OES cases upto Rs 10 lacs.....	.....Irrespective of the value of case, TC is not required for placement of orders against DGS&D, NICS I, ONGC Rate Contracts and also for emergency purchase under chapter 25 of BDP. Tender Committee is also not required for OEM/OES cases upto Rs. 10 lacs.....
10.5.4	No provisions exist.	<p>Determination of CPA in following scenarios; (i) in cases where TC member becomes CPA by virtue of becoming officiating CPA due to original CPA being on tour/leave and (ii) when the TC member becomes CPA on promotion/elevation, and the recommendation of TC was still to be accepted.</p> <p>In case of scenario at (i) above, such recommendations, if time permits may be put up to the original CPA after his joining.</p> <p>In cases of scenario at (ii) above and also when the time does not permit for action as envisaged in the scenario at (i) above, TC recommendations should be sent to one level higher authority than the original CPA for acceptance. However, concerned Director shall have full and final powers.</p>

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11.1.2	Clauses applicable <u>only</u> for goods and services procurement	Clauses applicable for goods, services <u>and LSTK contracts.</u>
11.1.2.2	The Competent Purchase Authority will record the reasons for deviating, if any, from the normal tendering procedure spelt out in paras <u>8.3 and 8.5</u> of this MM Manual.	The Competent Purchase Authority will record the reasons for deviating, if any, from the normal tendering procedure spelt out in paras <u>8.2 and 8.4</u> of this MM Manual.
12.3	Tender intimation to be sent to prospective bidders.	<u>Creation of RFQ and tender intimation to be sent to prospective bidders.</u>
12.3.1.1	Tender intimations are sent to prospective bidders as soon as the information is received that the tender has been advertised. Officer not below E-1 are empowered for issue of tender documents (signing of RFQ).	Tender intimations are sent to prospective bidders as soon as the information is received that the tender has been advertised. Officer not below E-1 are empowered for issue of tender documents (signing of RFQ). <u>As far as possible RFQ should be created through the system prior to issuance of tender document, before bid closing date and time. In situations where it is not possible to do so, approval of I/c MM for cases dealt by MM and concerned L-II for cases dealt by other than MM with valid and justified reasons shall be obtained.</u>
12.7.5	<p>Bidders will have to download the tender document within the time specified for tender closing/opening date and use the same for participating in the tender. The bidders downloading the tender document from the website should ensure to submit tender fee along with the bids to the tender inviting work centre before the deadline specified for submission of bids. The Bidders who intend to claim exemption from payment of tender fee, must furnish the documentary evidence along with bids.</p> <p><u><for e-tenders></u></p> <p><u>The Bidders shall be able to submit the Bid only after payment of the Tender Fee. The payment of the Tender Fee can be made through ONGC's electronic payment</u></p>	<p>In case of physical tender (not published in e-portal), bidders will have to download the tender document within the time specified for tender closing/opening date and use the same for participating in the tender. The bidders downloading the tender document from the website should ensure to submit tender fee along with the bids to the tender inviting work centre before the deadline specified for submission of bids. The Bidders who intend to claim exemption from payment of tender fee, must furnish the documentary evidence along with bids.</p>

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	<p><u>gateway using credit cards. Any subsequent reversal of such payments would lead to an outright rejection of that particular Bid.</u></p> <p><u>The Bidders who intend to claim exemption from payment of The Tender Fee, should submit their request to the Tender Inviting Officer (contact e-mail address provided in the RFx parameters of the subject 'e-tender') with documentary evidence at least 7 days prior to the last date of submission of Bids, so that the exemption from payment of the Tender Fee is provided in the e-portal to that particular Bidder.</u></p>	
12.13.1	The tender fee shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of e-procurement tenders, wherever tender fee is required to be returned, refund of the same shall be made to the bank account No. / card used for making payment towards purchase of tender documents.	The total tender fee which is inclusive of taxes shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of e-procurement tenders, wherever tender fee is required to be returned, refund of the same shall be made to the bank account No. / card used for making payment towards purchase of tender documents.
12.14.1	<p>Micro and Small Enterprises (MSEs) will be exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against ONGC tenders.</p> <p>.....</p>	<p>Micro and Small Enterprises (MSEs) <u>who are themselves, manufacturer of the items / provider of services, they intend to quote</u></p> <p>will be exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against ONGC tenders.</p> <p>.....</p>
12.17.7	If as a sequel to the pre-bid conference or otherwise, if an important tender condition regarding scope of work/specifications/delivery period/mobilization period/completion period requires major modification then TC should deliberate the case and submit their recommendations to CPA(concerned Director shall have	If as a sequel to the pre-bid conference or otherwise, if an important tender condition regarding scope of work/specifications/delivery period/mobilization period/completion period requires major modification then TC should deliberate the case and submit their recommendations to CPA(concerned Director shall have

Para No.	Existing Provisions	Modified Provisions
	full powers)for extension of Bid submission/ opening date. <u>In such situations for better transparency corrigendum to NIT shall be issued in newspapers/ website indicating the new date of tender sale/submission and also mentioning that changes in the tender document are uploaded in ONGC website. In such situation, pre-bid conference would not be held again. The re-scheduled tender closing/opening would be clearly specified.</u>	full powers)for extension of Bid submission/ opening date. In such situation, pre-bid conference would not be held again.
12.17.8	..... if an important tender condition regarding scope of work / specifications / delivery period / mobilization period/completion period requires major modification corrigendum to NIT shall be issued in <u>newspapers / website</u>	deleted
12.18.2.3	Late tenders, as defined in 12.19.2.1 above,	Late tenders, as defined in 12.18.2.1 above,
12.22.3	Tenders are to be opened at the stipulated time on the day they are due to be opened.	Deleted
12.24.2	The matrix for technical / techno-commercial / commercial must be approved by the Competent Purchase authority specified in clause 11.1 along with BEC.	The matrix for technical / techno-commercial / commercial must be approved by the Competent Purchase authority specified in clause 34.1 along with BEC.
12.26	Extension of date of closing / opening of bids should be avoided as far as possible. However, where it is inescapable (valid and justified reasons for such extension should be recorded in writing), the competent purchase authority will be empowered for extension of date of closing / opening of bids, maximum upto two weeks. Officer one level above the competent purchase authority will approve any extension beyond two weeks. However, on the basis of TC recommendations, CPA shall have powers to approve extension of date of closing / opening of bids upto 4 weeks, as a consequence of interactions with prospective bidders during pre-bid conference. For Director/ EPC level cases, concerned Director will have	Extension of date of closing / opening of bids should be avoided as far as possible. However, where it is inescapable (valid and justified reasons for such extension should be recorded in writing), the competent purchase authority will be empowered for extension of date of closing / opening of bids, maximum upto two weeks. Officer one level above the competent purchase authority will approve any extension beyond two weeks. However, on the basis of TC recommendations, CPA shall have powers to approve extension of date of closing / opening of bids upto 4 weeks, as a consequence of interactions with prospective bidders during pre-bid conference. For Director/ EPC level cases, concerned Director will have

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	<p>full powers to approve extension of closing / opening date of bids.</p> <p>However, in case extension in closing/ opening date of bid is required due to any policy guidelines as per clause no. 1.8.8, approval of CPA (L-1 has full powers) shall be obtained.</p> <p>Requests for extension of tender closing / opening date, received on the date specified for the same, shall NOT be considered.</p>	<p>full powers to approve extension of closing / opening date of bids.</p> <p>However, in case extension in closing/ opening date of bid is required due to any policy guidelines as per clause no. 1.8.8, approval of CPA (L-1 has full powers) shall be obtained.</p> <p>Requests for extension of tender closing / opening date, received on the date specified for the same, shall NOT be considered.</p> <p><u>Tender sale will be correspondingly extended to match with date of extended tender closing / tender opening and sale shall close one hour prior to time of tender closing / opening. Approval for extension of tender sale will be taken at the time of approval for extension of tender closing / opening itself.</u></p>
13.4.3 (v)	<p>Bidder may be asked to submit original POA as deficient document. However, it should be ensured that POA is submitted in the name of same person who has signed the bid.</p> <p>In cases of single bid system, similar approach shall be adopted for seeking of confirmations from bidders. However, prior approval of L1 officer must be obtained in <u>cases of single bid system.</u></p>	<p>Bidder may be asked to submit original POA as deficient document. However, it should be ensured that POA is submitted in the name of same person who has signed the bid.</p> <p>In cases of single bid system, similar approach shall be adopted for seeking of confirmations from bidders. However, prior approval of CPA must be obtained in such cases. <u>Concerned L-1 shall have full powers in this regard.</u></p>
13.4.5	<p>In OEM/OES cases, bidder can be asked to withdraw the exceptions and deviations taken by them to ONGC's standard terms and conditions by the <u>dealing officer in MM</u> directly without holding TC.</p>	<p>The clarifications (commercial and technical including withdrawal of exception/deviation taken by the OEM/OES) shall be sought by the concerned dealing Officer in MM or <u>tender processing section directly without holding the</u></p>

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		Tender Committee but based on commercial evaluation by MM (in case tender is being processed by MM) and / or techno-commercial evaluation by Technical Section.
13.4.8	Clarifications/confirmations/deficient documents which are received after the specified cut-off date should be considered only in exceptional situations depending upon merit of the case, where at least two clear TA/CA offers are not available, with the approval of the authority next higher to the CPA, after recording detailed justification for considering such offers. For cases falling under the powers of Director/EPC, approval of concerned Director shall be obtained.	Clarifications / confirmations / deficient documents received after the stipulated cut-off date against the first round of post-bid clarifications, can be considered through second round of clarifications, in case the same is resorted to. The clarifications / confirmations / deficient documents which are received after the specified cut-off date against the second round and first round (in case second round is not resorted to) should be considered only in exceptional situations depending upon merit of the case, with the approval of the authority next higher to the CPA, after recording detailed justification for considering such offers. For cases falling under the powers of Director / EPC, approval of concerned Director shall be obtained.
14.1.1	When purchase does not fall under purview of tender committee, dealing officer of MM in consultation with Indentor and Finance shall ascertain the rate reasonability and put up the proposals for approval of CPA. For cases dealt by departments other than MM, rate reasonability shall be ascertained by dealing officer in consultation with finance and MM (wherever required).	When purchase does not fall under purview of tender committee, dealing officer of MM in consultation with Indentor and Finance shall ascertain the rate reasonability and put up the proposals for approval of CPA. For cases dealt by departments other than MM but MM support is required as per BDP, rate reasonability shall be ascertained by dealing officer in consultation with Finance and MM. While ascertaining the reasonability of rates, comparison should be first be done with Cost Estimates / LPR (wherever available) without applying any escalation factor. Thereafter, suitable escalation actor, if any, needs to be considered for ascertaining the reasonability of rates.
14.1.5 and 14.1.6,	<u>Ascertaining of Workability reg.</u>	Entire provisions deleted
14.1.7(iii) In PAC cases of value upto Rs 10 lacs, the negotiations can be done by a committee consisting of	Deleted

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	representatives of MM and indentor, one level below the Competent Purchase Authority. In such cases the final recommendation to Competent Purchase Authority should be put up jointly by this committee, along with the certificate as in the above sub-para.	
14.2.9	For the cases valuing upto Rs 10 lacs also, convening of tender committee is necessary for recommending and conducting negotiations. The Tender Committee in such cases shall consist of one officer each from MM, Finance and Indentor <u>at one level below Competent Purchase Authority</u> . The recommendations of said Tender Committee shall require the approval of <u>Competent Purchase Authority</u> (not below Level-1).	For the cases valuing upto Rs 10 lacs also, convening of tender committee is necessary for recommending and conducting negotiations. The Tender Committee in such cases shall consist of one officer each from MM, Finance and Indentor <u>as per para 10.3.1</u> . Such recommendations for negotiation of said Tender Committee shall require the approval of concerned Level-1 and shall be put up through the Level-2 executive of the indenting department.
14.3.2	<p>Invitation of tender reg.</p> <p>b. Such re-invitation of bids, on a limited basis, shall also include all the bidders who quoted against the original tender <u>except bidders barred under para 14.1.6</u>.</p> <p>c. Similarly, in the case of open tenders intimation regarding re-invitation of tenders will be sent to all the bidders who quoted against the original tender <u>except bidders barred under para 14.1.6</u>.</p>	<p>b. Such re-invitation of bids, on a limited basis, shall also include all the bidders who quoted against the original tender.</p> <p>c. Similarly, in the case of open tenders intimation regarding re-invitation of tenders will be sent to all the bidders who quoted against the original tender.</p>
15.3.5 Note No. (i)	The service contract (including charter hire of rigs) should be for a firm period. The provision of automatic extension of service contract for the time required for completion of the job in progress on the date of expiry of the contract on the same rates, terms and conditions should be incorporated.	deleted
16.2.1	When deciding orders for the procurement of "Machinery and Equipment" it has to be ensured that orders are placed only on the manufacturers or their <u>authorised dealers</u> .	Deleted

Para No.	Existing Provisions	Modified Provisions
16.12.2	.....It will be examined in depth as to whether training is unavoidable for operational needs and if so, whether it will be economical and advantageous to have such training in India or abroad. Approval of concerned Director for cases to be considered by the EPC will be obtained on BEC so evolved. <u>For cases other than EPC, approval of Competent Purchase Authority on such BEC will be obtained.</u>	.....It will be examined in depth as to whether training is unavoidable for operational needs and if so, whether it will be economical and advantageous to have such training in India or abroad. For abroad training and for EPC level cases approval of concerned Director will be obtained. For cases other than EPC, <u>for training in India, approval of CPA not below concerned L-1 will be obtained.</u>
16.5.1	.....MSEs registered with will be exempted from furnishing bid security / earnest money deposit against open and limited tenders irrespective of monetary limit mentioned in their registration certificate provided they submit evidence that they are registered for the item(s) they intend to quote.	.....MSEs who are themselves, manufacturer of the <u>items / provider of services, they intend to quote,</u> registered with .....will be exempted from furnishing bid security / earnest money deposit against open and limited tenders irrespective of monetary limit mentioned in their registration certificate provided they submit evidence that they are registered for the item(s) / services they intend to quote.
16.13.2.3	In all cases of Assets and Services of Western Offshore, TC should specifically deliberate on the admissibility of 'CENVAT credit' in each case. Accordingly, wherever it is admissible, necessary action for availing 'CENVAT credit' should be taken.	Deleted
18.2.5 (d)	Extension in delivery date/ completion period where delay is solely attributable to ONGC: Competent Purchase Authority (CPA) on recommendation of TC may grant extension to the extent of such delay is attributable to ONGC, without imposing liquidated damages. In cases where EPC is CPA, Director concerned shall approve such proposal.	Deleted
18.2.7	If in a contract containing provisions for releasing the withheld amount of LD against submission of Bank Guarantee, it is decided to release the amount of withheld LD against BG <u>as per the provisions contained in above mentioned circular,</u>	If in a contract containing provisions for releasing the withheld amount of LD against submission of Bank Guarantee, it is decided to release the amount of withheld LD against BG,

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19.3	Variation in Quantity	Variation in Quantity
19.3.1	<p>Variation in quantity of items / services</p> <p>a. If the contract has been closed (<u>delivery date has passed</u>) and <u>material / service has been delivered</u>, no change in quantity / requirement is allowed.</p> <p>b. If it is a two bid system and the price bid has been opened, no change in quantity will be allowed.</p> <p>c. If item rates are available (<u>either it is a rate contract or even in a non rate contract, individual item rates are available</u>) quantity variation upto 10% (increase or decrease) is allowed without approvals. For any additional variation, approval from the CPA (under whose powers the modified amount in the contract will fall) will be needed.</p> <p>d. If rates for the items are not available, no quantity variation will be allowed and the change order procedure will be followed.</p>	<p>Variation in quantity of items / services</p> <p>a. If the contract has been closed / executed, no change in quantity / requirement is allowed.</p> <p>b. Deleted</p> <p>c. If item rates are available quantity variation upto 10% (increase or decrease) is allowed without approvals. For any additional variation, approval from the CPA (under whose powers the modified amount in the contract will fall) will be needed.</p> <p>d. If rates for the items are not available, no quantity variation will be allowed and the change order procedure will be followed.</p>
22.1.2	No payments shall become due and payable to the Vendor / Contractor until contract is signed.	<u>Save as otherwise provided in the tender/contract conditions</u> , no payments shall become due and payable to the Vendor / Contractor until contract is signed.
23.1.1.1	No provisions existing	In order to complete the contract closing process, the field meant for delivery completion shall be invariably "ticked" by concerned dealing officer and field meant for final invoice at item level shall be ticked by Finance officers while doing LIV marking invoice as final invoice.
24.3.6	Change in bank details of the contractor do not constitute a post contract issue and hence change in	Change in bank details of the contractor do not constitute a post contract issue and hence change in

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	bank details of the contractor should be approved by CPA with the concurrence of associated Finance. However, concerned Level-1 Executive shall have full powers to approve such cases with the concurrence of the associated Finance.	bank details of the contractor should be approved by CPA with the concurrence of associated Finance. However, concerned Level-1 Executive shall have full powers to approve such cases with the concurrence of the associated Finance. <u>Similarly, change in name/address of the firm also do not constitute a post contract issue. Such request of the firm should be dealt as provisions under Para 16.11 of this Manual.</u>
25.2.1	Tender opening date for procurement of OEM Spares/ OEM Services/PAC items should be fixed and opened immediately by the tender opening officer from MM and Finance. However, in case bids are received before or after closing date of tender, the same should be opened as and when received without any approval.	Tender opening date for procurement of OEM Spares/ OEM Services/PAC items <u>and tender on nomination basis</u> should be fixed and opened immediately by the tender opening officer from MM and Finance. However, in case bids are received before or after closing date of tender, the same should be opened as and when received without any approval.
25.2.9	The clarifications (commercial & technical) shall be sought by the concerned Dealing Officer of MM section without holding the Tender Committee but with the approval of In charge-MM based on commercial evaluation by MM and technical evaluation by Technical Section.	deleted
27.4	The tender fee shall be collected through online payment gateway only, in case of e-procurement tenders. The prospective bidders can create their bid online only after payment of tender fee. Indian Agents cannot purchase tender documents on behalf of their foreign principals, in case of e-procurement tenders. The payment of tender fee through electronic payment gateway can be made using Credit Card, <u>Debit Card or any cash card or internet banking.</u>	The tender fee shall be collected through online payment gateway only, in case of e-procurement tenders. The prospective bidders can create and submit their bid online only after payment of tender fee. Indian Agents cannot purchase tender documents on behalf of their foreign principals, in case of e-procurement tenders. The payment of tender fee through electronic payment gateway can be made using Credit Card. The Bidders who intend to claim exemption from payment of The Tender Fee, should submit their request to the Tender Inviting Officer (contact e-mail address provided in

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		the RFx parameters of the subject 'e-tender') with documentary evidence at least 7 days prior to the last date of submission of Bids, so that the exemption from payment of the Tender Fee is provided in the e-portal to that particular Bidder.
27.9	.....Only Bid Bond, Power of attorney of signatory or any specific third party document insisted in Originals as per tender condition alone shall be accepted in physical form.....	.....Only Bid Bond, IP (if applicable), Power of attorney of signatory and any specific third party document insisted in Originals as per tender condition received through DAK or Tender Box or tender receiving officer alone shall be accepted in physical form <u>in sealed covers</u> . <u>These sealed covers shall be opened by the nominated tender receiving/opening officers</u>
27.12.5	All cases for procurement of materials / services on single tender nomination and Board purchases shall be exempted from e-procurement.	All cases for procurement of materials / services on single tender nomination, Board <u>purchases and purchases against ONGC/DGS&D/NICSI Rate Contracts</u> shall be exempted from e-procurement.
30.11.3	<u>Relaxation in Terms and conditions in OEM cases reg.</u> In case an OEM insists on inclusion / deletion of a specific clause, the terms and conditions can be modified. However, any exception/ modification should be approved by <u>Competent Purchase Authority, not below Level-I.</u>	In case an OEM insists on inclusion / deletion of a specific clause, the terms and conditions can be modified. However, any exception/ modification should be approved by <u>concerned Level-I</u>
31.19	Reasonability of rates	Reasonability of rates
31.19.1	Tender committee does not have to establish workability of rates (given the nature of services hired at BD&JV) for all bids below 85% of the cost estimate where rate reasonability could not be established unless the tender committee decides to do the same before floating tender. <u>If tender committee decides to determine workability, procedures in para 14.1.3 to 14.1.5 should be used.</u>	Guidelines as per Para 14.1 to be followed.

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34.1.1	(i)	Scope of Work, Technical Specifications, proposed Technical BEC and Price format, Technical part of Special Conditions of the Contract, change of Specifications, changes in Price Format and Technical part of Special Conditions of Contract as a sequel to Pre-bid conference.	Sanctioning Authority Concerned Level-I executive shall have full powers, including cases falling under powers of Director/EPC.	<p>(i) (a) Scope of Work, Technical Specifications, proposed Technical BEC, proposed Price format, Technical part of Special Conditions of the Contract.</p> <p>(b) Changes to Specifications, Scope of Work, Price Format and Technical part of Special Conditions of Contract whether as a sequel to pre-bid conference or otherwise.</p> <p>Sanctioning Authority Concerned Level-I executive shall have full powers, including cases falling under powers of Director/EPC</p>

Para No.	Existing Provisions		Modified Provisions	
34.1	2	<p>Invitation of Tenders including the type of tender to be invited, BEC and Price format, GCC, Final Technical & Commercial Special Conditions of Contract (which are to be enclosed with the tender), Changes in BEC and Price format and other tender conditions (other than standard conditions) as a sequel to pre-bid conference.</p>	<p>Competent Purchase Authority Concerned Director shall have full powers, including EPC level cases. For the activity of Invitation of Tenders including the type of tender to be invited in case of purchase on single tender from OEM/OES/PAC basis, concerned L-1 executive shall have full powers.</p>	<p>2</p> <p>Invitation of Tenders including the type of tender to be invited, BEC, Price format, GCC (where standardised GCC are not applicable/available), Final Technical & Commercial Special Conditions of Contract (which are to be enclosed with the tender), Changes in BEC and price format and other tender conditions (other than standard conditions) as a sequel to pre-bid conference.</p> <p>Competent Purchase Authority Concerned Director shall have full powers, including EPC level cases. For the activity of Invitation of Tenders including the type of tender to be invited in case of purchase on single tender from OEM/OES/PAC basis, concerned L-1 executive shall have full powers.</p>
Note-(ii) under para 34.1	<p>In case any modifications are required to the provisions covered under the activities indicated in para 34.1-1 as a sequel to pre-bid conference or otherwise, prior specific approval of the authority who had originally approved the provisions will be obtained by the indenter.</p>		Deleted	
34.9.2	<p>.....In case of purchases of Proprietary items, procurement of materials/hiring of services from OEM /OES, the <u>Competent Purchase Authority, not below Level-I will be empowered to relax standard terms and conditions</u> of tenders/ POs / contracts provided the OEM / OES/ manufacturer of proprietary items does not accept such terms and conditions. However, concerned Director</p>		<p>.....In case of purchases of Proprietary items, procurement of materials/hiring of services from OEM /OES, the <u>concerned Level-I will be empowered to relax standard terms and conditions</u> of tenders/ POs / contracts provided the OEM / OES/ manufacturer of proprietary items does not accept such terms and conditions. It must be ensured that the items are consumed within one year</p>	

Para No.	Existing Provisions	Modified Provisions
	shall be empowered to approve all the cases upto his powers or EPC cases. It must be ensured that the items are consumed within one year from the date of receipt.	from the date of receipt.
Note No. (ii) Under Annexure A.	Wherever pre-bid conference is not held / required, allotted time for the activities related to pre-bid conference (i.e. B2, B3 and B4) shall be excluded and the time for submission of offers (i.e. B5) shall be reduced to 10 days.	Wherever pre-bid conference is not held / required, allotted time for the activities related to pre-bid conference shall be excluded and the time for submission of offers shall be 21 days from the date of publication of NIT.
Note No. (ii) Under Annexure B.	Wherever pre-bid conference is not held / required, allotted time for the activities related to pre-bid conference (i.e. B3, B4 and B5) shall be excluded and the time for submission of offers (i.e. B6) shall be reduced to 10 days.	Wherever pre-bid conference is not held / required, allotted time for the activities related to pre-bid conference shall be excluded and the time for submission of offers shall be 21 days from the date of issue of tender enquiries.
Para 8 of Annexure-A of MM Manual	<p>FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE</p> <p>(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to <u>1% (One percent)</u> of the contract/supply order price of the whole unit per week for such delay or part thereof</p> <p>(c) It may further be noted that clause(a) above provides for recovery of liquidated damages on the cost of contract/supply order price of delayed supplies(whole unit) at the rate of <u>1%(One per cent)</u> of the contract/PO price of the whole unit per week</p>	<p>(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to <u>½% (half percent)</u> of the contract/supply order price of the whole unit per week for such delay or part thereof</p> <p>(c) It may further be noted that clause(a) above provides for recovery of liquidated damages on the cost of contract/supply order price of delayed supplies(whole unit) at the rate of <u>1/2%(Half per cent)</u> of the contract/PO price of the whole unit per week</p>