

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. ELIGIBLE BIDDERS

1.1 The bid should be from actual manufacturers.

1.2 The bids from sole selling agents/authorised distributors/ authorised dealers/authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorised them to market their product, provided further that such an authority letter is valid at the time of bid opening. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for procurement of the goods to be purchased under this Invitation for Bids.

1.4 Provision deleted vide BL/02/46 dated 03.05.2010

(Circular No. 24/2017 dated 21.06.2017)

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. ELIGIBLE GOODS AND SERVICES

4.1 The Bidder will mention in its bid the origin of the goods and ancillary services to be supplied under the contract.

4.2 For the purpose of this clause, "Origin" means the place where goods are mined, grown or produced or from where ancillary services are supplied. Goods are produced when through manufacturing, processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 The origin of goods and services is distinct from the nationality of the Bidder.

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser 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

6. CONTENT OF BIDDING DOCUMENTS

6.1 The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of two parts. The first part is this booklet No. ONGC/MM/02 (for indigenous tenders) containing the annexures I and II of the bidding document. The second part will consist of the Invitation for Bids and the annexure III and IV, which will be supplied separately by ONGC in each tender. In addition to the Invitation for Bids, the bidding documents include:

ANNEXURE I : **Instructions to Bidders** with following Appendices (contained in booklet No: ONGC/MM/02)

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 5 : Check List.
Appendix 6 : Deleted.
Appendix 7 : Proforma of Bidder's past supplies
Appendix 8 : Proforma of Information on Bidder

(BL/2/24 dated 29.10.2007)

Appendix 9 : **Bidders response Sheet (BRS)**
Appendix 10 : Proforma of Authorisation Letter for attending Tender Opening
Appendix 11 : Proforma of Certificate on Relatives of Directors
Appendix 11A : Extract of Section 297/299 of the Companies Act, 1956

(BL/02/68 dated 16.03.2015)

Appendix 12 : **(Applicable in e-tenders with reverse auction)**
Sample Sheet to calculate total evaluated price for participating in on-line reverse auction based on prices entered in item data tab of the bid. (To be supplied by ONGC separately for each tender)

Appendix PBC :Format for Undertaking to attend Pre-Bid Conference

ANNEXURE II : **General Conditions of Contract (GCC)** with following appendices. (Contained in booklet No. ONGC/MM/02)

Appendix 1 : Proforma of Performance Bond Bank Guarantee.
Appendix 2 : Proforma for intimation regarding readiness

of materials for stage/final inspection.

ANNEXURE III : Description of Materials and Technical Specifications
(To be supplied by ONGC Separately for each tender)

ANNEXURE IV : Bid Evaluation Criteria. **(To be supplied by ONGC Separately for each tender)**

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

6.2 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 or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

(BL/02/37 dated 24.06.2009)

6.3 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.

7. AMENDMENT TO BIDDING DOCUMENTS

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to clarification(s) requested by the prospective Bidder(s), modify the bidding documents by amendment(s).

7.2 All prospective Bidders that have received the bidding documents will be notified of the amendments in writing or by cable.

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

C. PREPARATION OF BIDS

8. LANGUAGE AND SIGNING OF BID

(Circular No. 24/2017 dated 16.07.2017)

8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, 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.

(BL/2/21 dated 18.2.2005)

8.2 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 1,2,3,5,7,8,9,10,11 of Annexure-I. 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.

8.3 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.

(BL/1/31 dated 18.2.2005)

8.4 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.

8.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at appendix 5 are complied with in their bid failing which the offer is liable to be rejected.

8.6 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.

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

(BL/02/52 dated 22.12.2010)

8.8 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.**

(BL/2/21 dated 18.2.2005)

8.9 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.

(BL/2/21 dated 18.2.2005)

8.10 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.

8.11 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this model bidding document booklet no. ONGC/MM/02 are acceptable to it in toto.

8.12 ~~-Deleted-~~

(BL/02/38 dated 12.08.2009)

(BL/2/21 dated 18.2.2005)

8.13 ~~-Deleted-~~

(BL/02/41 dated 02.12.2009)

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

9.1 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, for avoiding rejection of their offers.

9.2 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.

9.3 Pre-bid conference (Wherever applicable)

(BL/01/107 dated 25.05.2018)

9.3.1 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.

9.3.2 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.

9.3.3 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 shall only 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.

(Circular No. 24/2017 dated 21.06.2017)

- 9.4 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.

(BL/02/87 dated 07.02.2019)

**9.5 Post bid conference
(To be applicable in tenders valuing above Rs. 1 Crore):**

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.

10.0 DOCUMENTS COMPRISING THE BID

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

(BL/2/24 dated 29.10.2007)

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 Purchaser's satisfaction:

(i) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the good's Manufacturer or producer to supply the goods in India;

(ii) that the Bidder has the financial, technical and production capability necessary to perform the Contract;

(iii) (Provision deleted vide MM/02/01 dated 19.6.2000)

(iv) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the requirements of bidding documents.

(i) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by certificate of origin from the concerned Chamber of Commerce at the time of shipment.

(ii) The documentary evidence of conformity of the goods and 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 goods.

2) A list giving full particulars including available sources and current prices of spare-parts, special tool etc. necessary for the proper and continuing functioning of the goods for a period of one year.

3) An item by item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and explanation to the provisions of the technical specifications.

- d) Bid security.
- e) (Provision deleted vide BL/02/12 dated 2.5.03)
- f) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof failing which the bid will be rejected.
- g) Bidding Document Acknowledgement Form
- h) Bid Submission Form
- i) Bid submission Agreement Form.
- j) Check List.
- k) Exceptions/Deviations Form
- l) Bidder's past supplies Form
- m) Form on Information on Bidder
- n) Authorisation letter for Tender Opening
- o) Certificate on Relatives of Directors.
- p) Back-up Authority Letter alongwith warranty cover of manufacturer in case the bid is from sole selling agent/ authorised distributor/ authorised dealer/authorised supply house.

(BL/02/59 dated 23.01.2013)

- q) Integrity Pact(IP) (applicable for tenders above Rs 1 crore)
(BL/02/92 dated 17.01.2020)

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.

(BL/02/103 dated 20.08.2021)

- r) Bidders should be registered under GST law and submit copy of valid registration certificate.

In case Supply/Contract executing office(s) based on the tender scope of supply/work are different from bidding office of bidder, the bidder shall also provide details of Supply/ Contract executing office(s) based on the tender scope of supply/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 supply 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.

(BL/02/33 dated 05.12.2008)

s) 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.

(BL/02/86 dated 19.11.2018) (BL/02/89 dated 11.06.2019)

(BL/02/95 dated 07.07.2020) (BL/02/101 dated 06.04.2021)

~~(BL/02/102 dated 23.07.2021)~~ (Circular No. 05/2022 dated 25.01.2022)

(t) Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyam Registration or any other body specified by Ministry of MSME or Udyog Aadhar Memorandum.

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.

Following undertaking shall be submitted by MSE bidders:

“I/We are aware that benefits under PPP for MSE, Order 2012 are available only to manufacturer of quoted item and not to the the trader/dealer. I/We confirm that bid is submitted as manufacturer of the quoted item and hence would like to avail the benefits of exemption from submission of EMD and Purchase Preference in this tender.”

OR

“I/We are aware that benefits under PPP for MSE, Order 2012 are available only to manufacturer of quoted item and not to the the trader/dealer. I/We are not manufacturer of quoted item and since bid is submitted as trader/dealer, I/We are not eligible for benefits of exemption from submission of EMD and Purchase Preference in this tender.”

[*Strike through, whichever is not applicable.]

BL/02/92 dated 17.01.2020

(u) 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”.

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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.

(BL/02/92 dated 17.01.2020)

(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.

(BL/02/100 dated 22.03.2021)

(w) 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.

11.0 PRICE SCHEDULE

(BL/02/24 dated 29.10.2007)

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

11.2 Bid Prices

(BL/02/24 dated 29.10.2007)

11.2.1 The bidders shall indicate on the online price bid format, the price element for unit quantities and the quantities quoted.

11.2.2 Indian Bidders must quote firm FOR destination price by rail or road.

(BL/02/01 dated 19.6.2000)

11.2.3 The terms ex- works, FOR destination etc. shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

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

11.2.5 Offer for whole as well as reduced quantity.

(BL/02/20 dated 11.8.04)

Bidders must quote for the full quantity of goods for each of the tendered item or category or group, in case the Bid Evaluation Criteria stipulated by ONGC provides for evaluation of bids separately for such item or category or group of items.

Bidders can however quote for part quantity of the tendered item /category /group, if the Bid Evaluation Criteria specifically provides for doing so. In such event, the bidders can send EMD/ Bid security according to the quantity offered, (not exceeding the EMD/ Bid bond/ Bid security specified for entire tender). The amount of EMD/ Bid bond for part quantity must be as indicated in Bid Evaluation Criteria.

(BL/02/78 dated 24.08.2017)

11.3 Payment of GST (on supply of Goods and/or Services)

'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 Goods & Services Tax (Compensation to States) Act, 2017;
- (v) the respective State Goods & Service Tax Acts'
- (vi) the Customs Act and the Customs Tariff Act

11.3.1 Payment of GST on supply of Goods and /or Services as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account.

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 or Public Body which becomes effective after the date of tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of goods and/or services will be to the account of ONGC. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of goods and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

The bidder(s) will indicate separately in their bid the HSN code of Material, applicable GST Rate and amount of GST on supply of goods and/or services, as applicable at bidding stage.

Wherever the scope of supply involves rendering of services like installation / commissioning, training, AMC etc. along with supply of goods/materials and the value of the same has been sought separately, then the bidder should quote separate break-up for cost of goods and/or services and accordingly quote GST on the cost of goods and/or services as applicable.

In case, the above information subsequently proves wrong, incorrect or misleading:-

- a) ONGC will have no liability to reimburse the difference in the GST, 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 GST finally assessed is on the lower side.

Any increase in the rate of taxes & duties on supply of goods and / or services to ONGC or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease the rate of taxes and duties on supply of goods and/or services to ONGC during extended period of the contract/ supply order will be to the account of ONGC.

11.4 **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.

(BL/02/78 dated 24.08.2017)

11.5 **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.

11.5 (b) Undertaking to provide necessary compliances/Invoices/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 Supplier should provide tax invoice issued under GST legislations.

The 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.

11.6 INCOME TAX LIABILITY

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

12.0 TERMS OF PAYMENT

(BL/02/97 dated 02.12.2020)

12.1 100% payment subject to prior satisfactory inspection and proof of dispatch provided conditions laid down vide sub-paras (a) to (c) below are fulfilled:-

(a) For all orders exceeding Rs.1.00 lakh, security deposit/performance bond @ 12.2% of the value of order in all cases with the exception of contracts for Turnkey construction and platforms etc. for which security deposit/performance bond @ 12.2% of the value of the order has been furnished.

(b) The goods have been insured by Supplier for losses, damages, breakages and shortages during transit at Supplier's cost and insurance cover in the name of ONGC sent alongwith documents.

(c) Documents are negotiated through State Bank of India.

(BL/02/42 dated 13.01.2010)

If transaction is taking locally and documents are not negotiated through Bank for payment, 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),

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within 21 (twenty one) calendar days from the date of submission of bills/invoices complete in all respects.

(BL/02/27 dated 28.02.2008)

12.2 MODE OF PAYMENT:

(BL/02/128 dated 20.08.2021)

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.

(BL/02/47 dated 25.05.2010)

(BL/02/78 dated 24.08.2017)

13.0 CONCESSIONAL RATE OF GST ON SUPPLY OF GOODS

13.1 In terms of Notification No.3/2017-GST Legislations dated **28.06.2017**,(as amended from time to time), of the items specified in **List attached** in the Notification would attract concessional rate of GST @5%,subject to conditions specified therein. However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

13.2 Deleted vide BL/02/47 dated 25.05.2010.

13.3 Also in terms of Notification No. 21/2002-cus dated 01.03.2002 (as amended from time to time), imports of raw materials and components, falling under First Schedule to the Customs Tariff Act, 1975 for manufacturing in bond of goods for supplies to offshore oil exploration and offshore oil exploitation, are exempted from payment of whole of the duty of customs leviable thereon. However, this is subject to change as per government guideline and the provisions ruling at the time of opening of bid (price bid in case of 2 bid system) will be applicable.

13.4 Deleted vide BL/02/47 dated 25.05.2010.

13.5 Deleted vide BL/02/78 dated 24.08.2017.

13.6 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.

(BL/02/15 dated 15.7.03)

13.7 Deleted vide BL/02/78 dated 24.08.2017.

14.0 CAPITAL ITEMS AND SPARES THEREFOR

The bidders, while quoting for equipment, will quote item wise separately for spares alongwith price for initial lot of spares for operation of the equipment for one/two years.

15. SAMPLES

Samples are not required unless specifically called for. When called for, each sample should have a card affixed with it and sealed indicating:-

- (a) Bidder's Name and Address.
- (b) Tender No.
- (c) Date of opening of tender.
- (d) Item No. against which tendered.
- (e) Any other description.

15.2 The Bid Evaluation Criteria at Annexure IV specifies the criteria for evaluation of samples, wherever called for.

15.3 The samples should be sent to the purchasing authority alongwith the offer. The cost and freight of sending the samples shall be borne by the Bidder and there will be no obligation on the part of receiving officer for their safe custody. Samples received late will be ignored. If the samples are sent by Rail Parcel, the Railway Receipt (R/R) should be posted separately to the addressee to whom the samples are sent (under covering letter giving the particulars of tender number and due date) well in advance to enable the

addressee to get the parcel released before the date of opening of the tender. The R/R should not be sent along with the offer. Sample submitted with the tenders which have not been accepted, will, if have not been destroyed during testing, be delivered at the Bidder's cost provided the application for return is made to the officer to whom the samples are sent within one month of the date fixed for the opening of tender or after modification/cancellation of demand. ONGC will not be liable for loss, damage or breakage in respect of the samples. If no application is received within the due date, samples will be disposed off by public auction and the sale proceeds credited to ONGC.

15.4. In the case of chemicals and items such as Oil Well Cement of the specifications of International standards like API, the Bidder should submit along with their offer a report, obtained from an independent testing laboratory of repute, with regard to various parameters in accordance with the API standard or in accordance with other parameters specified in the tender enquiry. Such test report would be sent for a sample out of the recent lot of such materials produced by the Mill whose product is being offered. The bidder would also confirm that in the event of placement of order, the materials to be supplied would be identical to the materials for which test report is furnished and in the event there is any variation observed by a third party/Purchaser, at the time of testing at manufacturer's works prior to shipment or after receipt of materials at site then the complete lot would stand rejected.

16.0 SPECIFICATIONS

In case in tender ONGC asks for "Maker's Design" or alternative specifications, the Bidder will clearly indicate as to how the material being offered will serve ONGC's purpose and in what respect the offer differs from the required specifications.

17.0 NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

The name of the manufacturer and country of origin should be clearly mentioned in the offer. In case of acceptance of his offer the Bidder shall have to furnish a certificate of origin from the concerned Chamber of Commerce of the exporting country along with negotiable shipping documents.

18. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate:-

- i) If the product offered is to be manufactured as per indigenous know-how/design or under concluded collaboration. In case of collaboration the name of collaborator should be indicated.
- ii) Details of manufacturing and testing facilities and quality control procedures available with them.
- iii) Number of qualified persons and total employees etc.

iv) Details of latest Income Tax Clearance

(BL/02/78 dated 24.08.2017)

v) GST Registration.

19.0 DELIVERY TERMS:

19.1 The delivery of the stores is required as stated at "Invitation for Bid". Any deviation must be clearly mentioned.

20.0 VAGUE AND INDEFINITE EXPRESSIONS

20.1 Bids qualified by vague and indefinite expressions such as "Subject to prior sale" etc. will not be considered.

21. CATALOGUE/LITERATURE OF THE EQUIPMENT AND SPARE PARTS.

21.1 Bid must accompany necessary literature/catalogue of the equipment as well as the spares parts catalogue thereof failing which the offer will be rejected.

22.0 PERIOD OF VALIDITY OF BIDS

22.1 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.

22.2 The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

23.0 BID SECURITY

23.1 The Bid Security is required to protect the purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 23.8.

(BL/02/58 dated 05.10.2012)(**BL/02/72 dated 19.04.2016**)

(BL/02/89 dated 11.06.2019)(BL/02/95 dated 07.07.2020)

(BL/02/101 dated 06.04.2021) (~~BL/02/102 dated 23.07.2021~~)

(Circular No. 05/2022 dated 25.01.2022)

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

MSEs registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME or Udyam Registration or Udyog Aadhar Memorandum are also exempted from payment of Bid Security and will be eligible for other benefits as per PPP for MSEs order,2012 irrespective of monetary limit /Capacity , if any mentioned in their registration certificate or

Udyam Registration Certificate or Udyog Aadhar Memorandum, subject to following conditions:

- a. Bidder is participating in tender as manufacturer of the quoted item and not as a trader/dealer.
- b. Bidder submits the copy of valid registration certificate issued by any of the registration authorities as above or Udyog Aadhar Memorandum, as Micro or Small Enterprise.

Firms registered with ONGC are also exempted from payment of Bid Security for purchases exceeding Rs.1.00 lakh only against limited tenders in normal tender procedure (present monetary limit for inviting limited tenders is Rs 10.00 lakhs) provided such firms are registered for the item (s) they intend to quote and they enclose with their offer a copy of latest and current registration certificate.

(BL/02/100 dated 22.03.2021)

23.2.1 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 10.1(w) of MM/02* above.

23.3 Firms registered with ONGC under Indigenisation Programme will not qualify for exemptions from payment of the Bid Security.

(BL/02/92 dated 17.01.2020)

23.4 The Bidders not covered under Para 23.2 above must enclose with their offer (in case of two bid system, 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 at Sl. No. 8 of "Invitation For Bid" (to be supplied separately with each tender).

(BL/02/90 dated 04.07.2019)

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

- i) Bank Draft/ Cashier's/Banker's Cheque in favour of ONGC valid for 3 months from its date of issue.

(BL/02/60 dated 09.09.2013)

- ii) Bank Guarantee in the prescribed format as per Appendix 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.

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.

(MM/02/92 dated 17.01.2020)

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

The work centre shall provide details as given below :

| Bank details | INR (For Indian Bidder) | USD (For Foreign Bidder) |
|------------------|----------------------------|---------------------------------------|
| | | Not applicable for Indigenous tenders |
| Branch | | |
| Branch Code | | |
| ONGC Account No. | | |
| IFSC | | |
| Swift Code | | |

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.

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

23.7 Subject to provisions in para 23.2 above, offers without Bid Security will be ignored.

23.8 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.

(BL/02/29 dated 19.06.2008)

- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit / Performance Bond within 15 days from the date of issue of LOA/NOA.

(BL/02/78 dated 24.08.2017)

- d) (Applicable for tenders above Rs. 1 crore)
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 plus GST thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.

(BL/02/65 dated 02.07.2014)

- (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.

(MM/02/92 dated 17.01.2020)

23.9 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.

(BL/02/94 dated 20.04.2020)

23.10 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

23.10.1. 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.

23.10.1 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)."

(BL/02/76 Dated 16.02.2017)

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

24.1 In accordance with the conditions at para 26.1 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 received at the purchaser's office (as indicated in "Invitation to Bid") on or before the closing date and time specified for submission of bid through the e-bidding portal.

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

(Circular No. 18/2007 dated 29.10.2007)

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

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

D. SUBMISSION AND OPENING OF BIDS

ONGC/MM/02/(22)

(BL/02/76 Dated 16.02.2017)
(Circular No. 13/2019 dated 04.07.2019)
(BL/02/92 dated 17.01.2020)

26.1 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 Appendix-..... (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.

However, the following documents should be submitted in physical form, in a sealed envelope super-scribed as "Physical documents against e-procurement Tender Number....., due on To be opened by Tender Opening Officers at 1500 Hrs, on due date for opening of bid" [Documents should reach to the purchaser's office on or before 1400 Hrs. of the closing date specified for submission of bid through e-bidding portal. Wherever any other time for receipt / opening of documents have been specified in the tender document, same should be appropriately indicated/followed in place of 1500 Hrs / 1400 Hrs.] :

(i) The original bid security (Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer to designated account of ONGC.

27.0 DEADLINE FOR SUBMISSION OF BIDS

(BL/02/68 dated 16.03.2015)

27.1 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.

(BL/2/21 dated 18.2.2005)

27.2 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.

(BL/02/76 Dated 16.02.2017)

27.3 All the documents required to be submitted in physical form as per para 26.1 above, should positively reach to the purchaser's office on or before 1400 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.]

28.0 LATE BIDS

(BL/2/21 dated 18.2.2005)

28.1 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.

29.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

30.0 OPENING OF BIDS:

30.1 The un priced bid will be opened at 1500 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-10 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.

30.2 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.

30.3 The opening of Price bids and reverse Auction:
(Applicable in e-tenders with reverse auction)

ONGC reserves right to go for Reverse Auction process or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to short-listed bidders prior to opening of price bid. Reverse Auction shall be conducted on the specific date and time to be conveyed by ONGC to short listed bidders as detailed at clause 57.

The opening of price bids of short listed bidders shall be conducted on the day specified for conducting reverse auction without the presence of bidders' representatives.

E. EVALUATION OF BIDS

31.0 EVALUATION AND COMPARISON OF BIDS

31.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-IV to be supplied separately alongwith bidding document against individual tenders.

(BL/02/59 dated 23.01.2013)

31.2 CLARIFICATIONS OF BIDS:

31.2.1 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

32.0 UNSOLICITED POST TENDER MODIFICATIONS:

32.1 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.

(BL/02/49 dated 09.07.2010)

33.0 PUTTING SUPPLIER ON HOLIDAY DUE TO CANCELLATION OF PURCHASE ORDER.

In case of cancellation of the purchase order(s) on account of delay in execution of the order or non-execution of the order and / or annulment of the award due to non-submission of Performance Security or, failure to honour the commitments under 'Warranty & Guarantee' requirements following actions shall be taken against the Supplier:

- i. ONGC shall conduct an inquiry against the Supplier and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Supplier, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Supplier by ONGC against any type of tender nor their offer will be considered by ONGC against any ongoing tender(s) where contract between ONGC 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 ONGC for putting that Supplier on holiday shall not have any effect on other ongoing PO(s), if any with that Supplier which shall continue till expiry of their term(s).

- ii. Pending completion of the enquiry process for putting the Supplier on holiday, ONGC shall neither issue any tender enquiry to the defaulting Supplier nor shall consider their offer in any ongoing tender.

34.0 EXAMINATION OF BID

34.1 The Purchaser 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.

34.2 Prior to detailed evaluation, the Purchaser will determine the substantial responsiveness 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 and may not subsequently be made responsive by Bidder by correction of the inconformity.

35.0 SPECIFICATIONS:

35.1 Unless otherwise asked for, the Bids of "Maker's Design" or for alternative specification, the Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the goods 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.

36. PURCHASE PREFERENCE POLICY(IES):

(BL/02/86 dated 19.11.2018) (BL/02/89 dated 11.06.2019)
(BL/02/101 dated 06.04.2021) (~~BL/02/102 dated 23.07.2021~~)
(Circular No. 05/2022 dated 25.01.2022)

36.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES REGISTERED WITH DISTRICT INDUSTRY CENTERS OR KHADI AND VILLAGE INDUSTRIES COMMISSION OR KHADI AND VILLAGE INDUSTRIES BOARD OR COIR BOARD OR NATIONAL SMALL INDUSTRIES CORPORATION OR DIRECTORATE OF HANDICRAFTS AND HANDLOOM OR UDYAM REGISTRATION OR ANY OTHER BODY SPECIFIED BY MINISTRY OF MSME OR UDYOG AADHAR MEMORANDUM

36.1.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply upto **25%** of total tendered value.

A sub –targets of 4% within 25% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by Women entrepreneurs. Provided that, in event of failure of such MSEs to

participate in tender process or meet tender requirement and L-1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.

38.1.2 (i) In case of more than one bidder eligible for purchase preference, then the eligible MSE(s) shall be allowed to share portion of supply in the following manner:

(a) In case of more than one such MSE bidder qualifying for 15% purchase preference, the **25%** supply shall be shared equally amongst such MSEs.

(b) In case **25%** quantity cannot be further divided, ONGC shall place the order for supply of **25%** quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase Preference.

(ii) In the opinion of ONGC, if tendered goods/services cannot be divided in the ratio of **75% / 25%**, then ONGC reserve the right to award on lowest eligible MSEs for quantity not less than **25%** quantity, as may be dividable.

For example

In case tendered quantity is between 1 to 3 (not divisible in the ratio of **75:25**), MSE shall get order for 1 no. only and the rest will go to L-1 (non-MSE bidder). Same analogy shall be applied for quantities which are not dividable in the exact ratio of **75:25**

Notes:

(i) In case of any other preferential policy applicable in a tender, distribution of quantities for supply of goods/services among eligible bidders shall be done in such a manner that eligible bidders get the share of minimum specified percentage for supply by them.

(ii) In case tendered items cannot be procured from multiple sources or are absolutely non splitable or non-dividable, PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder, if any, amongst the bidders qualifying for purchase preference.

[\(BL/02/98 dated 03.12.2020\)](#)

[\(Applicable in case of NCB tenders\)](#)

[\[Applicable in tenders valuing Rs. 1 Cr and above \[Not applicable for goods in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement \(Preference to Make in India\) Order, 2017 has communicated that there is sufficient local capacity and local competition\]:](#)

36.2 Purchase preference policy (linked with Local Content) (PP - LC)- Amended vide letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG.

36.2.1 Definitions

36.2.1.1 Domestic products shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India

36.2.1.2 Local Content hereinafter abbreviated to LC 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.

Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

36.2.1.3 Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.

36.2.1.4 Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under PP-LC policy.

36.2.1.5 For the purpose of this policy, all terms used in this policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020(as amended from time to time).

36.2.2 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. This option once exercised cannot be modified subsequently.

36.2.2.1 Bidders are required to mention local content in their bid and are also required to submit the requisite documents as per requirement of PP-LC policy.

36.2.2.2 The manufacturers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy as described below.

36.2.2.2.1 a.) Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the bidder concerned(eligible (techno-commercially qualified) Class I Local supplier), at the lowest valid price bid. The margin of purchase preference shall be 20%.

b.) Class-I local suppliers and Class-II local suppliers shall be eligible to bid, but purchase preference is to be given as per PP-LC policy to the Class-I local suppliers. Class-II local suppliers will not get any purchase preference. Non Local Suppliers are not eligible to Bid.

c.) Such bidders (Class-I local suppliers and Class-II local suppliers) shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

c.1 (Applicable in case of Class-I local supplier)

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. equal to or more than 50% for qualifying as 'Class-I local supplier' as per the PP-LC policy, for claiming purchase preference linked with Local Contents under the PP-LC policy against tender No. _____. The percentage of local content in the bid is _____%."

(Applicable in case of Class-II local supplier)

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. more than 20% but less than 50% for qualifying as 'Class-II local supplier' as per the PP-LC policy for participating against tender No. _____. The percentage of local content in the bid is _____%."

c.2 (Work center to incorporate following provisions in cases of procurement for a value in excess of Rs 10 crores)

Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder 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), on the letter head of such Statutory Auditor etc.:

"We _____ the statutory auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. **equal to or more than 50% for qualifying as 'Class-I local supplier'*** as per the PP-LC policy, quoted vide offer No. _____ dated _____ against ONGC tender No. _____ by M/s _____ (Name of the bidder). The percentage of local content in the bid is _____%."

*(substitute bold portion as per following in case of class-II local supplier):

"more than 20% but less than 50% for qualifying as 'Class-II local supplier' "

Note:

i. In case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.

ii. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors etc. of the manufacturer.

iii. In case the bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors etc. of the supplier. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.

iv. In case the tender scope covers testing, installation and commissioning and in respect of the supplied goods/equipment then such costs shall also be considered in LC.

36.2.2.2.2 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause 38.2.2.2.2.1 - c.1 and c.2 and shall upload along with their techno-commercial bid in the e-procurement portal.

36.2.3 Eligible (techno-commercially qualified) Class I Local supplier shall be granted a purchase preference where their evaluated price is within the margin of purchase preference of the evaluated lowest price, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

36.2.4 In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local as per following procedure:

i. Among all techno-commercially qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class I local supplier', the entire procurement value shall be awarded to such bidder.

ii. If L 1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L 1 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 L 1 price. In case such lowest eligible 'Class I local supplier' fails to match the L 1 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 L 1 price for remaining quantity and so on, and order 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 L 1 bidder.

36.2.4.1 When the tendered goods cannot be divided in the exact ratio of 50% / 50% then ONGC reserves the right to award on lowest eligible **Class I Local supplier** for quantity not less than 50%, as may be dividable.

For example:

In case tendered quantity is 3 (not divisible in the ratio of 50:50), **Class I Local supplier** shall get order for 2 nos. only and the rest will go to L-1 (which is not a Class-I Local Supplier)).

OR

(Alternate clause: applicable for cases where tendered quantity cannot be divided)

36.2.4 In the procurement of all items 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:

i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.

ii. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 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 L 1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 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 L 1 price, the contract may be awarded to the L 1 bidder.

36.2.5 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

ONGC shall have the right to satisfy itself of the production capability and product quality of the manufacturer

36.2.6 Determination of LC

36.2.6.1 LC of goods

36.2.6.1.1 LC shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product

36.2.6.1.2 The criteria for determination of the Local Content cost shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower based on INR component.

36.2.6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

36.2.7 Calculation of LC and reporting

36.2.7.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

36.2.8 Certification and Verification

36.2.8.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

36.2.8.2 At bidding stage:

(a) Local Component

(i) The bidder shall provide the percentage of Local contents in the bid as per provisions under clause 36.2.2.2

(b) The bidder shall submit an undertaking as per clause no. 36.2.2.2.1.c.1 from the authorised signatory having the power of Attorney alongwith the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

(Work center to incorporate following provisions in cases of procurement for a value in excess of Rs 10 crores)

The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 36.2.2.2.1.c.2.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

36.2.8.3 After Contract Award:

a) The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

b) (applicable in cases of procurement for a value in excess of Rs 10 crores)
The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant in India or practising chartered accountant in India giving the percentage of local content is also acceptable.

36.2.8.4 Each supplier shall provide the necessary Local Content documentation to the statutory auditor, which shall review and determine that local content requirements have been met and issue a local content certificate to that effect on behalf of ONGC, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content

36.2..8.5 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

36.2.8.6 ONGC shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content

36.2.9 Sanctions

36.2.9.1 ONGC shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

36.2.9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting

36.2.9.3 If the bidder does not fulfil his obligation after the expiration of the period specified in such warning, ONGC shall initiate action for blacklisting such bidder/successful bidder.

36.2.9.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

36.2.9.5 In pursuance of the clause No. 36.2.9.4 above, towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure-B) for an amount of 10% of the contract value. (Circular No. 66/2020 dt. 21.12.2020)

36.2.10 Bidders should note that PP - LC policy shall not be applicable in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically Manufactured Electronic Products (DMEP).

36.2.11 If the MoPNG, GoI is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

36.2.12 For the purpose of para 36.2.11 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

36.2.13 The prescribed local content in the PP-LC Policy shall be applicable on the date of Notice inviting Tender.

Tender conditions applicable in respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition and only Class-I local supplier shall be eligible to bid irrespective of purchase value

36.2. Purchase preference policy (linked with Local Content) (PP - LC)- Amended vide letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG.

36.2.1 Definitions

36.2.1.1 Domestic products shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.

36.2.1.2 Local Content hereinafter abbreviated to LC 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.

Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

36.2.1.3 Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.

36.2.1.4 Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under PP-LC policy.

36.2.1.5 For the purpose of this policy, all terms used in this policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020(as amended from time to time).

36.2.2 Only Class-I local suppliers are eligible to bid. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in MoPNG PP-LC policy. Class II Local supplier and Non Local Suppliers are not eligible to Bid.

36.2.2.1 Bidders are required to mention local content in their bid and are also required to submit the requisite documents as per requirement of PP-LC policy.

36.2.3 the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

ONGC/MM/02/(35)

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. equal to or more than 50% for qualifying as 'Class-I local supplier' as per the PP-LC policy for participation against tender No. _____. The percentage of local content in the bid is _____%."

b.) (Work center to incorporate following provisions in cases of procurement for a value in excess of Rs. 10 crores)

Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder 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), on the letter head of such Statutory Auditor etc.:

"We _____ the statutory auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. equal to or more than 50% for qualifying as 'Class-I local supplier'* as per the PP-LC policy, quoted vide offer No. _____ dated _____ against ONGC tender No. _____ by M/s _____ (Name of the bidder). The percentage of local content in the bid is _____%."

Note

i. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors etc. of the manufacturer.

ii. In case the bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors etc. of the supplier. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.

iii. In case the tender scope covers testing, installation and commissioning in respect of the supplied goods/equipment then such costs shall also be considered in LC.

iv. Above undertaking and certificate will form part of the contract.

36.2.4 At the bidding stage the bidder shall provide undertaking and certificate as per provisions under clause 36.2.3 and shall upload along with their techno-commercial bid in the e-procurement portal.

36.2.5 Determination of LC

36.2.5.1 LC of goods

36.2.5.1.1 LC shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product

36.2.5.1.2 The criteria for determination of the Local Content cost shall be as follows:

a) in the case of direct component (material), based on country of origin;

b) in the case of manpower based on INR component.

36.2.5.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

36.2.6 Calculation of LC and reporting

36.2.6.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

36.2.7 Certification and Verification

36.2.7.1 Only Class I Local suppliers are eligible to bid. It will be mandatory for them to give adequate documentation as follows to establish their status as class-I local supplier:

36.2.7.2

(b) The bidder shall submit an undertaking as per clause no. 36.2.3.a from the authorised signatory having the power of Attorney alongwith the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

(Work center to incorporate following provisions in cases of procurement for a value in excess of Rs. 10 crores)

The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 36.2.3.b.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

36.2.7.3 After Contract Award:

a) The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

b) (applicable in cases of procurement for a value in excess of Rs 10 crores)
The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant in India or practising chartered accountant in India giving the percentage of local content is also acceptable.

36.2.7.4 Each supplier shall provide the necessary Local Content documentation to the statutory auditor, which shall review and determine that local content requirements have been met and issue a local content certificate to that effect on behalf of ONGC, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

36.2.7.5 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

36.2.7.6 ONGC shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content

36.2.8 Sanctions

36.2.8.1 ONGC shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

36.2.8.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

36.2.8.3 If the bidder does not fulfil his obligation after the expiration of the period specified in such warning, ONGC shall initiate action for blacklisting such bidder/successful bidder.

36.2.9 Bidders should note that PP - LC policy shall not be applicable in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically Manufactured Electronic Products (DMEP).

36.2.10 If the MoPNG, GoI is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

36.2.11 For the purpose of para 36.2.10 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

36.2.12 The prescribed local content in the PP-LC Policy shall be applicable on the date of Notice inviting Tender.

(BL/02/79 dated 24.10.2017)

36.3. Allowing Preference to eligible MSE bidder(s) over PP-LC bidder(s)

(For the tenders where tender quantity cannot be divided/split or cannot be procured from multiple sources, following provisions shall be incorporated in the tender conditions where purchase preference to both PP-LC bidders and MSEs is applicable):

(i) Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match its rates with that of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder.

(ii) Where MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

(iii) In case L1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

36.3.1 (For the tenders where tender quantity can be divided/split)

Distribution of quantities among the eligible MSE(s) and PP-LC bidder(s) shall be as per the quantities of the respective policy and the balance quantity shall be awarded to the non-eligible L-1 bidder.

37.0 CONTACTING THE PURCHASER

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

F. AWARD OF CONTRACT

38 AWARD CRITERIA.

Subject to clause 41.0, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

39. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

39.1 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.

40.0 ORDER ON HIGHER BIDDER

40.1. It should be noted that if a supply order is placed on a higher Bidder in preference to the lowest acceptable offer in consideration of an earlier delivery, the supplier will be liable to pay to the Purchaser the difference between the contract rate and the rate quoted by the lowest acceptable bidder in case he fails to complete the supply in terms of such contract within the specified date of delivery. This is without prejudice to other rights under terms of contract.

41.0 VARIATION IN QUANTITY

41.1 ONGC is entitled to increase or decrease the quantities against any/all the items of the tender by not more than 20% (twenty percent) while placing the order. However, in case of procurement of goods under Two Bid system, any variations upto $\pm 20\%$ of the tendered quantity can be asked only before price bid opening.

42.0 NOTIFICATION OF AWARD

42.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex/fax to be confirmed in writing by registered letter that its bid has been accepted.

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

42.3 Upon the successful bidder's furnishing performance security, pursuant to clause 43, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

43.0 SIGNING OF CONTRACT

43.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance with the General Conditions of Contract (G.C.C.) at Annexure-II. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

44.0 PERFORMANCE SECURITY

(BL/02/29 dated 19.06.2008)

44.1 Within 15 (fifteen) days from the date of issue of LOA/NOA from the Purchaser, 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 Purchaser.

~~43.2~~ Provision deleted vide BL/02/46 dated 03.05.2010

44.2 No Performance Security in the form of bank draft or in lieu thereof Performance Bond is necessary for purchases upto Rs.1.00 Lakh. Performance Security in the form of bank draft or in lieu thereof performance bond is also not necessary for purchase of spares or stores/capital items/equipment of proprietary nature from original equipment manufacturers / Distributors / Sole Selling Agents/ authorised dealers.

(BL/02/29 dated 19.06.2008) (BL/02/55 dated 09.06.2011)

44.3 Failure of the successful Bidder to comply with the requirement of clause 44.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause 23.8 (c).

(BL/02/16 dated 20.10.03)

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

45.0 CORRESPONDENCE.

45.1 ONGC's Telex/ telegraphic/ fax/ cable address is _____ and Grams : _____

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

45.3 All correspondence shall bear reference to bid number/purchase order/contract.

(BL/02/08 dated 31.1.03)

(BL/02/61 dated 25.10.2013)

46. REPRESENTATION FROM THE BIDDER:

The bidder(s) can submit representation(s) if any, in connection with the processing of the tender **[including seeking the reasons for rejection of their bid(s)]** directly only to the Competent Purchase Authority (CPA) i.e. to _____ (name, designation and address of the CPA in the tender to be mentioned by the concerned Work Center).

(BL/02/22 dated 10.05.2005)

46.1 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.

(BL/02/63 dated 24.02.2014)

46.2 Raising Disputes / Complaints. (Applicable for all tenders valuing above Rs. 1 Crore where IP is applicable.)

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 Mendela Marg, Vasant Kunj, New Delhi - 110070."

(BL/02/69 dated 15.04.2015)

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.

(BL/02/97 dated 02.12.2020)

47. **New vendor development through development order process :**

ONGC may consider development of new sources, at its sole discretion depending upon merit of the situation. Details of New vendor development through development order process (Development Order Policy) in ONGC, are available on ONGC's tender website: tenders.ongc.co.in. The list of items for development order for seeking development order is also available on ONGC tender web site "www.tenders.ongc.co.in". Domestic vendors (Indian manufacturers only), who do not fulfill past supply experience criteria in a tender, may participate in development order process for items listed there.

Request of indigenous manufacturers for development order for any other item may also be considered for examination and development order process.

The interested vendor(s)(Indian manufacturers only) can send their request (categorically indicating the item(s) for which vendor is seeking 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 alongwith the supporting documents in respect of their existing manufacturing facility, capability to manufacture the item for which they are seeking development order (e.g. details of existing manufacturing facility including machinery/equipment, Udyog Adhaar Certificate/Udyam Registration Certificate, GST Registration Certificate, Manufacturing License, if any etc.).

Vendors (bidders) to note that mere applying for development order and subsequent successful inspection of factory/facilities by ONGC, does not qualify any vendor for any assured development order(s) from ONGC.

(BL/02/65 dated 02.07.2014)

48. 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.

48.1 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.

(BL/02/51 dated 04.10.2010)

49. 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.

(Circular No. 05/2018 dated 09.02.2018)

50. 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.

(BL/02/85 dated 01.08.2018) (BL/02/88 dated 23.04.2019)

51. 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).

(Circular 39 dated 28.08.2020)

52. 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.

(BL/02/68 dated 16.03.2015)

(BL/02/82 dated 18.04.2018)

53. Electronic Reverse auction (Applicable in e-tenders with reverse auction)

53.1 Electronic reverse auction is an online real-time procurement technique utilized by the procuring entity to select the successful submission, which involves the presentation by suppliers or contractors of successively lowered bids during a scheduled period of time and the automatic evaluation of bids;

53.2 The due date and time for price bid opening and conducting the event of Reverse auction shall be intimated well in advance to the bidders, through the System.

53.3 Operation: The event will be conducted through ONGC's online bidding software (SAP SRM), designed to streamline bid negotiations into a real-time bidding event. The price bids of shortlisted bidders shall be opened on the same day as the reverse auction event is to be commenced.

In case reverse auction for all items/group in a tender cannot be completed on same day, Tender Committee may decide to conduct reverse auction for balance items/groups on next working day and same may be informed to the bidders.

53.4 The applicable exchange rate for conversion and the customs duty to be loaded for each item (for foreign bidder) and basis of evaluation for domestic bidders (Ex-Works or FOR Destination) shall be conveyed by ONGC to the concerned bidders prior to commencement of Reverse auction.

53.5 The price bid data shall be tabulated immediately after opening of price bid in SRM and evaluated prices shall be worked out in the sample calculation sheet based on evaluation methodology of BEC and shall be signed by the Tender Committee members. After tabulation of the priced bid data, the dealing officer in presence of the Tender Committee shall confirm the evaluated prices with respective short listed bidders and feed the lowest evaluated price further decremented by 0.5% as ceiling price for respective bidders during Reverse Auction process.

During the auction:

All bidders shall have an equal and continuous opportunity to present their bids;

There shall be automatic evaluation of all bids in accordance with the criteria, procedure and formula provided to suppliers or contractors ;
Each bidder shall receive, instantaneously and on a continuous basis during the auction, sufficient information allowing it to determine the standing of its bid vis-à-vis L-1 bid;

There shall be no communication between the procuring entity and the bidders or among the bidders, other than as provided for in subparagraphs (a) and (c) of this paragraph.

Minimum bid decrement of bidders will be 0.5% of the last price entered by respective bidder.

53.6 Features of the online event:

The bidding direction of this event is downward. Bidders cannot raise their bid once the event has opened and they have submitted a bid.

Bidders must bid for the complete quantity of each item as quoted in SRM bid. The prices should be quoted as per the sample calculation sheet provided in the bidding document.

Bidders only see their own numeric rank (in 'Rank only' format) or the lowest bid and their own numeric rank (in 'Rank with L1 price' format). At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.

The lowest evaluated price (of short listed bidders based on their price bids submitted initially in SRM) further decremented by 0.5% (minimum decrement value in the RA) shall be the Ceiling price or the maximum permitted starting bid in reverse auction for all bidders.

A bidder will not be able to see the rank for a lot until the bidder submits an initial bid.

53.7 ONGC shall not disclose the identity of any bidder during the auction. No mobile phone, alternate network connection or any other communication device other than the identified official landline number (to be communicated to the bidders) shall be allowed in the reverse auction room. The identified numbers of ONGC for this purpose should be intimated to the bidders well in advance. Similarly, the telephone numbers of bidders for the authorized interaction with bidders should be obtained through 'Bidders' Response Sheet'. Also till the reverse auction is over no member of the team conducting RA shall be allowed to leave the room.

53.8 Separate auction event shall be held for each item/group evaluated.

This process of a reverse auction event shall initially be held for a period of 30 minutes. In the event of a bid received in the last 3 minutes resulting in change of prevailing L1 price of the first line item, the period of auction shall get extended

automatically by 5 minutes(for “rank with L-1 price” option) and 10 minutes (for “rank only” option) from the time of submission of such bid. This process shall continue till no change in L-1 price of the first line item takes place in last 3 minutes.

The process of reverse auction shall automatically close thereafter.

Reverse auction for next item/group of the tender shall be initiated after closure of previous auction.

53.9 Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the Reverse Auction with necessary backups to take care of any connectivity problem. However, in case of failure in connectivity of any of the bidders, the Reverse Auction time will be extended once against request of each bidder, if the request is received within the auction time. Such extensions shall each be of 10 minutes and no more than one request for such extension from each bidder shall be entertained in an Auction. The extension of auction time shall be communicated to all the bidders through system broadcast message and also intimated telephonically to the bidders who are disconnected from Reverse Auction at that point of time.

53.10 In case no conclusion can be drawn from RA from best bid history or where Reverse Auction is inconclusive on account of system malfunctioning or break in internet connectivity at ONGC SYSTEM end, RA shall be re-conducted. In such scenarios, the dealing offer shall obtain the status from the SRM team of Project ICE and thereafter TC shall put up recommendations to CPA for approval to conduct the RA again.

53.11 ONGC can suspend or pause the reverse auction, if required. In such eventuality the duration of the auction shall be extended by ONGC for the period for which auction was under pause/suspension.

53.12 Types of Auction:

(i) ‘Rank with L-1 Price’ bid format:

In “Rank with L-1 Price” bid format, during the process of Reverse Auction, the short-listed bidders shall be able to see only the current lowest price and their respective ranks/position during the online bidding process in the system, based on which they may reduce their prices. This type of auction shall be adopted in those tenders where neither any purchase nor any price preference is applicable.

(ii) “Rank Only” bid format:

In “Rank Only” bid format, during the process of Reverse Auction, the short-listed bidders shall be able to see only their respective ranks/position during the online bidding process in the system, based on which they may reduce their prices. This type of auction shall be adopted in case of tenders, where purchase preference (for MSEs) is applicable, so as to take care of purchase preference at the end of the Reverse Auction.

53.13 ONGC will decide on choice of the option i.e. “Rank with L-1 price” or “Rank Only” at the time of short-listing of the bidders depending on the bidders at that stage who are eligible for purchase preference.

53.14 ONGC shall ensure that the lowest evaluated price (of short listed bidders based on their price bids submitted initially in SRM) further decremented by 0.5% (minimum decrement value in the RA) shall be the Ceiling price or the maximum permitted starting bid in reverse auction for all bidders.

53.15 Apart from the participating bidders, the RA shall be visible while in progress to ONGC officials monitoring the process only through one user login. The identity of the bidders and prices of bidders shall not be visible to these officials at the time of Reverse Auction.

53.16 In case of a tie during auction i.e. two bidders entering same lowest price, the bidder who enters the prices first in the system would be taken as L-1 and the other bidder would see their ranking as L-2.

53.17 After completion of online event of Reverse Auction within 24 hrs, the bidders would re-submit breakup of their final quoted evaluated price as per relevant appendix of sample calculation sheet so as to enable ONGC to award the purchase order/contract. Bids of those bidders who fail to provide cost break-up sheet or adhere to prices quoted during the online event will be rejected and the bid bond / EMD of such bidder shall be invoked. However, in such case of break up, the prices of any of the items shall not be increased above the prices submitted in SRM.

53.18 The case shall be processed further for award or otherwise based on L-1 prices received at the end of Reverse Auction. Price reasonability will still need to be established even though the bidding process is through Reverse Auction and ONGC will reserve the right to negotiate with L-1 bidder as per CVC Guidelines.

53.19 In case of no response from any bidder in reverse auction, the original evaluated L-1 price will be considered for further action.

53.20 ONGC shall provide training for vendors to meet:

- a. Online help documentation for bidder registration to SRM portal including process of obtaining digital certification.
- b. Training to all prospective bidders during pre-bid conference to access data and also upload bid parameters and documents in C-folders.
- c. Training to all eligible bidders on the Reverse Auction process prior to conduct of Reverse Auction.

(BL/02/99 dated 29.12.2020)

54. Registration of Vendors in Government e-Marketplace

It shall be mandatory for the bidders to be registered on GeM portal and obtain a unique GeM seller ID at the time of placement of order/acceptance of contract. This unique GeM seller ID is required to be incorporated in Purchase order/Contract. In case, bidder has already obtained this unique ID, the same is to be provided along with the bid. Otherwise, in case of award of order/contract, successful bidder is required to provide the Unique GeM seller ID within 15 days of placement of NOA. As this unique ID is required to be incorporated in Purchase Order/Contract, any delay in providing this will be on account of the supplier/contractor.

(BL/02/100 dated 22.03.2021)

55. **POLICY OF RELAXATIONS TO STARTUPS**

55.1 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.

55.2 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 10.1 (w) of MM/02* above.

(Work center to incorporate the following Note only in the tenders pertaining to 4 categories as mentioned under Para 90.2 of IMM Manual)

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.

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:.....

Oil & Natural Gas Corporation Ltd.

.....
.....

Dear Sirs,

We hereby acknowledge downloading complete set of e-Bidding documents pertaining to procurement of _____ against tender no. _____.

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

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of 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 :

.....
.....
.....

TELEX NO:
FAX NO:
TELEPHONE NO ;
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.....

Contractor's Telegraphic Address :

Oil & Natural Gas Corporation Ltd

Telephone No.

TELEX NO:

FAX NO:

Dear Sirs,

1. I/We hereby offer to supply the materials detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.

2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, (as contained in booklet No. ONGC/MM/02) "Bid Evaluation Criteria" at Annexure IV and accepted the "General Terms and Conditions" at Annexure II (as contained in booklet No. ONGC/MM/02) for supply and have thoroughly examined and complied with the specifications, drawings and/or pattern stipulated at Annexure III hereto and am/are fully aware of the nature of the materials required and my/our offer is to supply materials strictly in accordance with the requirements.

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

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

Yours faithfully,

Signature of Bidder

Address

Dated

Signature of witness

Address

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

AGREEMENT
(Applicable for tenders upto Rs. 1 crore)

No.

Dated

To,

Oil & Natural Gas Corporation Ltd.,

Sub: BIDDING DOCUMENTS

Ref: **TENDER No.** _____

ONGC and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for a period of _____ (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 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 _____ (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)

(PURCHASER)

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

(BL/02/23 dated 07.06.2007)

APPENDIX – 3-A

**AGREEMENT
(Applicable for tenders above Rs. 1 crore)**

No.

Dated

To,

Oil & Natural Gas Corporation Ltd.,

Sub: BIDDING DOCUMENTS

Ref: **TENDER No.** _____

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 _____ (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 _____ (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.

ONGC/MM/02/(57)

Yours faithfully

Yours faithfully

(BIDDER)

(PURCHASER)

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

Proforma of Bank Guarantee 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 Mendela 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/- (in figures) _____ (Indian Rupees / (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

(BL/02/1 dated 19.6.2000)

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. / (in figures) _____ (Indian Rupees/ - (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

ONGC/MM/02/(59)

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.

(BL/02/91 dated 15.11.2019)

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 year 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:

(Concerned Work Center to indicate following details, as applicable)

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch :(Work Center to indicate)
Branch Code :(Work Center to indicate)
Bank Account No. :(Work Center to indicate)
IFSC Code :(Work Center to indicate)
SWIFT Code :(Work Center to indicate)

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:

ONGC/MM/02/(60)

| 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 year 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**

(BL/02/35 dated 06.03.2009)

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. 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.

(BL/02/60 dated 09.09.2013)

3. 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.

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

COMMERCIAL

GROUP 'A'

1.1 ~~Whether requisite tender fee has been paid?~~ Deleted

2.1 Whether Bank Draft/Bank Guarantee for the requisite earnest money has been enclosed with the offer ?

Yes No Not applicable

(BL/02/92 dated 17.01.2020)

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 Draft/Bank Guarantee/Letter of Credit.
(The validity of Bank Draft / Cashier's/Banker's cheque (as applicable) should not be less than 3 months)

(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.:

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.

Signature of the Bidder

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

Yes

No

4. Has the statement incorporating the exceptions/deviations as per the proforma at Appendix - 6, been prepared and enclosed with the offer?

Yes

No

5. Has the bidder's past supplies proforma (Appendix-7) been carefully filled and enclosed with the offer ?

Yes

No

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

Yes

No

Not applicable

7. Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

Yes

No

8. Whether firm FOB, C&F, CIF and CIAF prices have been quoted by foreign bidders

Yes

No

9. 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

Signature of the Bidder

10. Whether fixed monthly rates have been quoted uniformly for entire contract period ?

Yes

No

Not applicable

11. 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

12. 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

13. 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

(BL/2/21 dated 18.2.2005)

14. 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

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

Yes

No

Signature of the Bidder

ONGC/MM/02/(66)

(BL/2/24 dated 29.10.2007)

16. 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

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

Yes

No

Not applicable

18. Whether Security-cum-Performance Bank Guarantee clause, Jurisdiction clause, Acceptance of Personal Income Tax Liability Clause, Warranty Clause, Force Majeure Clause, Submission of Bid without, Acceptance of Liability of Customs duty as applicable on date of price bid opening clause, Telex/Telefax/Fax/xerox offers clause, offers without sample (wherever required) clause, Failure and Termination Clause of the bidding document are accepted ?

Yes

No

Signature of the Bidder

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

19. Whether guarantee/warranty has been furnished ?

Yes

No

(BL/2/21 dated 18.2.2005)

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

Yes

No

(BL/2/21 dated 18.2.2005)

21. 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)

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

Yes

No

Not applicable

(BL/02/78 dated 24.08.2017)

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 granted to them for supplies to ONGC, like facility to import raw material and components on concessional rate of customs duty, Input Tax Credit, etc. ?

Yes

No

Not applicable

Signature of the Bidder

Technical

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 product quoted is API approved and bears API monogram ?

Yes

No

3. Whether the materials being offered fully conform to the required technical specifications ?

Yes

No

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

Yes

No

5. In case of spares whether interchangeability certificate has been enclosed?

Yes

No

Not applicable

(Signature of the Bidder)

APPENDIX 6

EXCEPTION/DEVIATION PROFORMA

DELETED

ONGC/MM/02/(71)

BIDDERS PAST SUPPLIES PROFORMA

| SL.NO. | NAME & ADDRESS OF CLIENT | PERIOD FROM TO | DESCRIPTION IN DETAILS | TOTAL QUANTITY SUPPLIED SUCCESSFULLY | REMARK |
|--------|-----------------------------|-------------------|---------------------------|--|--------|
|--------|-----------------------------|-------------------|---------------------------|--|--------|

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

Signature of the Bidder

Name _____

Seal of the Company

**BIDDER'S INFORMATION PROFORMA
BIDDER MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF
THE FOLLOWING QUESTIONS**

1. Whether materials offered conform to particulars quoted at Annexure III (to be supplied separately by ONGC against each tender). If not, details of deviations must be stated here :
 2. (i) Brand :
(ii) Name & address of the manufacturer:
(iii) Country of Origin:
 3. Guarantee date by which delivery can be completed:
 4. Packing : Whether specification packing will be adhered to :
 5. Gross weight of Consignment/net Weight of each item:
 6. Here please state specifically whether the price offered by you, as to the best of your knowledge and belief, is not more than that of the price which is permissible for you to charge a private purchaser for the same class and description of goods under the provision of any law for the time being in force. If not, state the reason and margin of profit:
 7. Is the firm registered under :
(i) The Indian Companies Act, 1913.
(ii) The Indian Companies Act, 1932/1956
(ii) Any other Act, if any, who are owners?(Please give full name)
- (BL/02/78 dated 24.08.2017)
8. Goods and Services Tax Registration No.(GSTN) if any:
 9. – Deleted -
 10. Annual Turnover for last 3 years (Enclose audited Annual Reports)
 11. Present worth of bidding firm :

Signature of the Bidder

Date.....

Bidder response sheet (BRS)

(Please refer the Bidders Response Sheet- Indian Bidder attached separately and submit along with Un-priced Techno-commercial bid.)

(Workcenters shall upload BRS separately)

PROFORMA OF PRICE BID/SCHEDULE OF RATES ~~–Deleted–~~

Tender No..... Bidder's Name Validity of offer.....
 Due Date..... Bidder's offer No.....

| Sl. No. | Description | quantity | Unit | Rate per unit | Total | Extra |
|---------|-------------|----------|----------------|---------------------------|----------------|----------------------------------|
| | of | of | | (both in figures & words) | | (both in figures & words) if any |
| Item | Item | | Ex-works price | FOR destination | Ex-works price | FOR destination |
| | | | Price | | Price | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

1. ~~Delivery time~~
2. ~~Delivery Point~~
3. ~~Freight~~
4. ~~Insurance~~

Bidder's signature
 Date
 Seal

Note

1. ~~statutory charges which will not be borne by the bidder must specifically be indicated failing which ONGC will not be liable for payment of such charges.~~
2. ~~The nature and percentage of taxes and duties payable extra must be indicated separately~~

ONGC/MM/02/(76)

APPENDIX - 10

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date _____

To,

The _____

Oil & Natural Gas Corporation Ltd.,

_____ (India)

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

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr.....for information and for production before the _____ (MM)____ at the time of opening of bids.

(BL/02/43 dated 29.01.2010)

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

This has reference to our proposed contract regarding 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...

Date...

**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.: _____

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.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

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

1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by ONGC to the successful bidder including subsequent amendments to ORDER in writing thereto.

1.2 ONGC/PURCHASER :

Shall mean OIL & NATURAL GAS CORPORATION LTD., India and shall include all their legal representatives, successors and assignees.

1.3 SUPPLIER/CONTRACTOR :

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

1.4 SUB-CONTRACT:

Shall mean ORDER placed by the SUPPLIER for any portion of the ORDER or work sublet with necessary written consent of ONGC on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

1.5 SUB-CONTRACTOR :

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sublet by the SUPPLIER after necessary consent of ONGC.

1.6 ORDER PRICE

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

1.7 DELIVERY PERIOD :

Shall mean the date by which shipment/airfreighting/despatch, as indicated in the ORDER, is effected.

1.8 DESTINATION :

Shall mean the location of the consignee for which this ORDER has been issued.

1.9 EQUIPMENT/MATERIALS/GOODS :

Shall mean and include any equipment, machinery, instruments, stores, goods which SUPPLIER is required to supply to the PURCHASER for/under the ORDER/CONTRACT and amendments thereto.

1.10 SERVICES:

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

1.11 DRAWINGS :

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, etc. related to the ORDER together with modification and revision thereto.

1.12 SPECIFICATIONS :

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the ORDER.

1.13 INSPECTORS :

Shall mean any person or outside Agency nominated by ONGC to inspect equipment, materials and services, if any, in the contract stage wise as well as final before despatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

1.14 TESTS :

Shall mean such process or processes to be carried out by the SUPPLIER as are prescribed in the ORDER considered necessary by ONGC or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.15 APPROVAL :

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the ONGC or their representative or documents, drawings or other particulars in relation to the ORDER

1.16 F.O.R. /Ex-works.

Shall mean the terms as explained in INCO Terms.

1.17 **EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER**

Unless otherwise specified to the contrary, the date of LOI indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Performance Guarantee
- (vi) Payment terms
- (vii) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR but not agreed by ONGC.

2. **SCOPE OF ORDER :**

2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.

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

(BL/02/07 dated 11.11.02)

2.3 The EQUIPMENT shall be manufactured in accordance with sound engineering and good industry standards and also the SUPPLIER shall in all respect design, engineer, manufacture and supply the same within delivery period to the same within delivery period to the entire satisfaction of ONGC.

2.4 **WORK TO BE CARRIED OUT UNDER THE ORDER :**

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

2.5 **LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/ MATERIALS:**

The SUPPLIER/SUB-CONTRACTOR hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to ONGC.

3. **SPECIFICATION, DRAWING, TECHNICAL MANUALS :**

3.1 The SUPPLIER shall furnish two copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before despatch of the equipment as under :-

- (i) Inspection Authority.
- (ii) Incharge, Reference Book Cell, Materials Management (TBG), ONGC, Tel Bhavan, Dehra Dun.- 248003 (India).

3.2 The SUPPLIER shall be responsible for any loss to the ONGC consequent to the furnishing of the incorrect data/drawings.

3.3 The SUPPLIER shall provide cross-sectional drawing to identify the spare parts numbers and their location. The size of bearing, their make and number shall be furnished.

3.4 Specifications, design and drawings issued by ONGC to the SUPPLIER alongwith tender specification and ORDER are not to be sold or given on loan. These documents continue to remain property of ONGC OR THEIR ASSIGNEE AND ARE SUBJECT TO RECALL BY ONGC. The SUPPLIER and its employees shall not make use of the drawings, specification and technical information for any purpose at any time and shall not disclose the same to any person, firm or corporate authorities, without written permission of ONGC. All such details shall be kept confidential.

3.5 In order to facilitate quick disposal, copies of the drawing for approval shall be sent directly and simultaneously to the authorities specified in the ORDER in addition to the sets submitted to authority issuing ORDER.

4. ACCEPTANCE OF OFFER

With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by ONGC, by means of LOI/purchase order, the contract is concluded.

The LOI/purchase order being itself an acceptance of the offer, does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

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

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

5.0 NOTICES :

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

6. MODIFICATION IN ORDER :

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

6.2 ONGC shall not be bound by any printed conditions, provisions in the SUPPLIER's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.

7. JOINT AND SEVERAL RESPONSIBILITY :

7.1 Where SUPPLIER's EQUIPMENT or any part thereof are to be used jointly with other equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to SUPPLIER) ONGC will hold SUPPLIER and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.

7.2 Consequently, SUPPLIER shall establish and maintain all necessary contact with the manufacturer to be indicated by ONGC with a view to ensuring the exchange of all relevant data and information.

8.0 PERFORMANCE SECURITY /PERFORMANCE BOND

(BL/02/90 dated 04.07.2019) (BL/02/92 dated 17.01.2020)
(BL/02/97 dated 02.12.2020)

8.1 No Performance security or in lieu thereof performance bond is necessary for purchase upto Rs. 1.00 lakh. Also performance security or in lieu thereof performance bond is not necessary for development orders and buys of spares or stores/capital items/ equipment of proprietary nature from original equipment manufacturers/ distributors/ sole selling agents/ authorised dealers. In other cases the successful Bidder, within 15 (fifteen) days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of a Bank Draft / Cashier's/Banker's cheque / [₹]-NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof, Performance Bond for an amount equivalent to 12.2% of the contract value in the form of a Bank Guarantee (or in the form of a Letter of Credit,) as per format at Appendix 1. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

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.

* The validity of Bank Draft / Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

Subject to credit in ONGC's account within prescribed time.

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

8.3 Performance Security/ Performance Bond shall be refunded/returned to the SUPPLIER after completion of supplies/after satisfactory execution of the order.

8.4 In the event of non performance of the contract, if the losses suffered by ONGC are more than the value of the Performance Security/Performance bond, ONGC in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by ONGC.

(BL/02/23 dated 07.06.2007)

8.5 (Applicable for tenders above Rs. 1 crore) If the contract has been terminated according to Section 3 of Integrity Pact, or if ONGC is entitled to terminate the contract according to Section 3 of Integrity Pact, ONGC shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee/ Security Deposit, as per Section - 4 of Integrity Pact.

8.6 The performance security/performance bond shall remain at the entire disposal of ONGC as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

~~8.7~~ **Provision deleted vide BL/02/46 dated 03.05.2010**

9. WARRANTIES AND GUARANTEES : (MATERIALS AND WORKMANSHIP)

(BL/02/74 dated 14.10.2016)

ONGC/MM/02/(85)

9.1 SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship). In case of supply of finished product/ item/ equipment/ material, the finished product/ item/ equipment/ material shall in no case be of a date of manufacture older than one year from the date of its shipment/despatch.

(BL/02/56 dated 30.06.2011)

9.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, ONGC shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site without any cost to ONGC within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period ONGC shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER.

In case the installation and commissioning is delayed on account of the SUPPLIER, the warranty period shall automatically get extended at no extra cost to ONGC, so that clear 12 months warranty (unless otherwise specified in 'Special Conditions of Contract') is available after the date of installation and commissioning. A written revised warranty certificate shall be provided accordingly, by the SUPPLIER, before final acceptance of the goods/equipment/project after installation and commissioning.

9.3. Damage to the machinery and/or EQUIPMENT due to incomplete and erroneous instructions issued by SUPPLIER will be the responsibility of the SUPPLIER and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.

9.4. In case defects are of such nature that EQUIPMENT shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the EQUIPMENT at his costs after giving necessary undertaking or security as may be required by ONGC. ONGC shall, if so required by the SUPPLIER, despatch the EQUIPMENT by quickest mode on "Freight-to-pay" basis to the SUPPLIER's works. After repairs SUPPLIER shall deliver the EQUIPMENT AT SITE on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the SUPPLIER.

9.5. Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

9.6. If the repairs, replacement or modification referred are of such nature as may effect the efficiency of the EQUIPMENT, ONGC shall have the right to give to the SUPPLIER within one month of such replacement/ renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

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

10. PERFORMANCE GUARANTEE

10.1. SUPPLIER shall guarantee that the "performance of the EQUIPMENT/MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

10.2 Materials/equipment that shall be purchased from the subcontractor(s) shall have to fulfil the requirement as laid down vide paras 10.1 to 10.7 above.

11.0. REJECTION

(BL/02/07 dated 11.11.02)

If ONGC finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters ONGC will be the sole judge), ONGC shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to ONGC other rights and remedies to recover from the SUPPLIER any loss which the ONGC may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, ONGC will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to ONGC, pay balance to the SUPPLIER.

12. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the stores, or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any

other right or remedy, available to him to recover damages for breach of the contract :

(BL/02/62 dated 11.11.2013)

(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2%(half percent) of the contract/supply order price of the whole unit per week for such delay or part thereof(this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 10% of the contract/supply order price of the whole unit of stores which the contractor/supplier has failed to deliver within the period fixed for delivery; or

Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.

(b) 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 1/2%(half per cent) of the contract/supply order price of the whole unit per week for such delay or part thereof upto a ceiling of 10% of the contract/supply order price of delayed supplies (whole unit). Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier or his foreign principals in accordance with the terms of supply order/contract or otherwise.

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

(BL/02/78 dated 24.08.2017)

(d) The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

13. LEVY OF LIQUIDATED DAMAGES(LD) DUE TO DELAY IN SUPPLIES

13.1 LD will be imposed on the total value of the order unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies). However, where in judgement of ONGC, the supply of partial quantity does not fulfil the operating need, LD will be imposed on full value of the supply order.

13.2 Calculation of liquidated damages

Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

13.3 Extension in delivery period due to delay on the part of ONGC

When the extension of time is required due to any delay on the part of ONGC, extension of delivery time for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay.

14. ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY-LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of contract.

15. INSPECTION/TESTING OF MATERIAL :

15.1. The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

15.2 The Contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analysed in terms of the specifications attached to the order and the relevant codes and practices specified therein by expression or implication.

15.3. The contractor should make available to ONGC and any other individual/agency authorised by ONGC for the purpose of inspection, all its records and results in respect of inspection, tests and analyses conducted by it as part of their manufacturing and testing operations under the applicable codes and practices specified by expression or implication in the order.

15.4. If necessary, inspection, tests and analyses shall be carried out/conducted at the Contractor's Works at the Contractor's cost.

15.5. If required by ONGC, the Contractor shall provide and deliver free of charge for test (s)/analysis by an independent authority at any such place or places as ONGC or its authorised inspector may reasonably require, such raw material (s) used or intended to be used for the contracted work by the Contractor as ONGC/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.

15.6. ONGC shall be entitled at all times, whether prior to, during or after the completion of inspection by itself and/or through Inspectors appointed by ONGC at ONGC's cost, to inspect, test and/or analyse and/or to direct the

Contractor in all respects of any store(s) or materials or processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analyses so far as required, is to be conducted in the presence of the inspectors. The contractor shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.

15.7. Should the Contractor fail to comply with any of the provisions aforesaid relating to inspection, testing and/or analysis, ONGC shall be entitled by itself and/or through Inspectors to conduct or have conducted the inspection, test and/or analysis at the risk and expense of the Contractor in all respects.

15.8. No rejected raw material shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of ONGC or concerned Inspectors.

15.9. Unless otherwise specifically authorised by ONGC in writing, the contractor shall not ship or despatch for shipment under the contract entered into, any material which has not been properly inspected/tested, marked and sealed, and/or analysed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the Inspectors.

15.10. In addition to the general conditions of the inspection stated above, the contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.

15.11. In addition to Inspector (s), ONGC shall be entitled to nominate, depute or designate a representative to be stationed at the Contractor's factory in order to supervise and/or co-ordinate operations related to the contract. In the event of there being more than one factory involved in the work entrusted to the contractor, ONGC shall be entitled to nominate, depute or appoint such representative (s) as necessary in respect of each such factory.

15.12. The Contractor shall, at his cost, afford and ensure proper working facilities to the said representative (s) at the factory (ies) to enable him to perform his functions, and shall furnish him with all such information, data and assistance as he may require for the proper performance of his functions. Availability of measuring instrument/test fixtures/special tools to carry out inspection/functional test will be ensured by Contractor. In the absence of necessary infrastructure facilities to perform the necessary tests, the Contractor shall arrange to carry out the test in an outside laboratory/test house approved by Govt./BIS/ONGC.

15.13. The posting of such a representative by ONGC or his actions in any manner does not absolve the Contractor of any liability and/or responsibility under this contract. The representative's posting shall be treated as advisory to ONGC.

15.14. For false calls for inspection and for the cases where material is rejected on inspection, the SUPPLIER will bear the actual cost of inspection incurred/suffered by ONGC.

15.15. Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.

15.16. The SUPPLIER shall give at least 10 days advance notice to inspection authority in format placed at Appendix 2.

15.17. Supplies in part (s) can be offered for inspection only if it is a condition of the contract failing which the SUPPLIER shall bear the actual cost of inspection incurred/suffered by ONGC.

15.18. If Contractor requests for second inspection of materials on the ground that the materials originally inspected and accepted have been disposed of the same shall be inspected on merit of the case but at Contractor's cost.

(BL/02/103 dated 20.08.2021)

15.19 Wherever inspection by TPI agency is involved, TPI agency will provide scanned copy of physically signed final inspection report alongwith Inspection release note to ONGC . Warranty & Guarantee Certificate, alongwith any other document required as per purchase order provisions/QAP/Scope of Inspection shall be obtained by TPI agency from the supplier/contractor and these documents shall form part of TPI report. TPI agency shall provide the same to ONGC. ONGC will review from TPI report that Inspection has been carried out as per QAP/Scope of Inspection. In case of any discrepancy, the same will be conveyed to the TPI agency for making the same good and thereafter TPI agency shall immediately send the modified inspection report to ONGC. Based on the final acceptable Inspection report (scanned copy of physically signed report) received from the TPI, the ONGC shall release QCC. Digitally signed QCC certificate issued by ONGC shall be sent to the TPI agency. However, responsibility of carrying out the inspection as per the scope of inspection/QAP/Purchase order provisions will be that of TPI agency. TPI agency will hand over finally accepted TPI report along with Digitally signed QCC certificate issued by ONGC to the Supplier.

Cases where TPI is not involved and inspection is done by QAD/Indentor, inspection report(QCC Certificate) shall be issued by Inspection Authority only after receipt of acceptable Warranty & Guarantee Certificate alongwith any other document required as per purchase order provisions/QAP/Scope of Inspection from the supplier.

15.20 Supplier shall invariably provide Warranty & Guarantee Certificate alongwith any other document required as per purchase order provisions/QAP/Scope of Inspection to the ONGC nominated inspection authority during inspection (final inspection wherever stage wise inspection is involved). QCC/TPI report(as applicable) shall be issued by Inspection Authority only after receipt of acceptable Warranty & Guarantee Certificate alongwith any other document required as per purchase order provisions/QAP/Scope of Inspection from the supplier/contractor.

16. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

16.1. If ONGC finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to

any reason of which ONGC will be the sole judge, ONGC will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfilment of the contract.

16.2. Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

17. SUBLETTING AND ASSIGNMENT

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

18.0 VARIATION IN QUANTITY

ONGC is entitled to increase or decrease the quantities against any/all the items of the tender by not more than 20% (twenty percent) while placing the order.

19.0. TERMINATION FOR INSOLVENCY:

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

20.0 INTER-CHANGEABILITY OF PARTS :

20.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to the Purchaser before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the machines and the existing fittings for which they are intended."

20.2 If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

(a) The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but are supplying only a kit.

(b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

(c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

20.3 Provided further, that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

21.0 BULK SUPPLIES (WHEREVER APPLICABLE) :

21.1 Before commencing bulk manufacturing the SUPPLIER is advised to forward two units of the items as samples supported by at least three sets of manufacturing drawings for approval of Inspecting Officer. Such an approval may take about 15 days time, which should be catered for and included by the SUPPLIER within the delivery schedule. The Inspecting Officer will return one set of the sample and manufacturing drawings as token of approval. Such an approval will cover the risk of rejection of material on account of defective manufacturing procedure.

21.2 The SUPPLIER shall arrange for all testing facilities required by the Inspecting Officer free of charge in his plant. If the facilities for such tests are not available in the SUPPLIER's plant, the inspecting officer may carry out such tests in any other test house/laboratory as desired by him and in that event the test charges shall be reimbursed by the SUPPLIER if the samples are not found acceptable whereas if the samples are acceptable the cost will be borne by ONGC. The bulk shall be inspected with reference to approved sample and manufacturing drawings. The sampling procedure shall be decided by the inspecting authority.

21.3 The SUPPLIER shall give 21 days notice of the readiness of material for inspection.

22. BREAKAGE/SHORTAGE :

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

23. DESIGNS, PATENTS AND ROYALTIES :

If any material used or methods or processes practised or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which CONTRACTOR is not licensed, the CONTRACTOR shall, before using the material, method or process, as the case may be, obtain such licence(s) and pay such royalty(ies) and licence- fee(s) as may be necessary. The CONTRACTOR shall keep ONGC indemnified from and

against any and all claims, actions, demands and proceedings whatsoever brought or made against ONGC 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 shall, at their own risk and expense defend any suit for infringement of patent or like suit brought against ONGC (whether with or without the CONTRACTOR being a party thereto) and shall pay any damages and costs awarded in such suit, and keep ONGC indemnified from and against all consequence thereof.

24. FORCE MAJEURE

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

The term " Force Majeure" as employed herein shall mean 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 ONGC and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ONGC shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part.

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

25. LANGUAGE/TERMINOLOGY :

The SUPPLIER shall ensure that the language/terminology/Description of goods used in supply order/ Bill of Lading/ Airway Bill/Invoice is verbatim in English and not at variance.

26. PACKING & MARKING :

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

- (a) Supply Order No. and date
- (b) Name of SUPPLIER.

- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

(BL/02/07 dated 11.11.02)

26.1.1 In case of hazardous chemicals / materials the bidder will provide material safety data sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

(BL/02/78 dated 24.08.2017)

27.0 PAYMENT OF GST ON SUPPLY OF GOODS AND/OR SERVICES

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

- the Central Goods & Services Tax Act, 2017;
- the Integrated Goods & Services Act, 2017;
- the Union Territory Goods & Services Tax Act, 2017;
- the Goods & Services Tax (Compensation to States) Act, 2017;
- the respective State Goods & Service Tax Acts'
- the Customs Act and the Customs Tariff Act

Payment of GST (on supply of Goods and/or services as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account.

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 or Public Body which becomes effective after the date of tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of goods and/or services will be to the account of ONGC. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of goods and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

Any increase in the rate of taxes & duties on supply of goods and / or services to ONGC or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease the rate of taxes and duties on supply of goods and/or services to ONGC during extended period of the contract/ supply order will be to the account of ONGC.

27.1 SUPPLIER 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 SUPPLIER should provide tax invoice issued under GST legislations read with the GST (Tax Invoice, Credit and Debit Notes) Rules for the Services and/or Goods. Payment towards GST shall be released by ONGC only against appropriate document i.e tax invoice for availing Input tax credit (as applicable).(Not applicable for the bidder who are under composition levy)

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 GSTIN (under the relevant Tax Rules) of the SUPPLIER
- (ii) Name and Address and GSTIN of the Purchaser (Address of ONGC)
- (iii) Description, Classification and Value of goods /services, the tax rates and the amount of applicable tax (i.e. CGST, IGST, SGST/UTGST and cess).
- (iv) HSN or SAC of goods or services, respectively
- (v) Contractor should mention the Place of Supply in its invoice as per GST legislations

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.

27.2 - Deleted –

27.3 Any claim or reduction on account of change in the rate of taxes and duties on the supply of goods and/or services to ONGC shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

28. CONCESSION PERMISSIBLE UNDER STATUTES

28.1 The supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which he will have to bear extra cost where SUPPLIER/Contractor does not avail concessional rates of GST under GST legislations. ONGC does not take any 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.

29. PROGRESS ON MANUFACTURING OF ITEMS:

(BL/02/77 dated 21.06.2017)

From the date of receipt of order, the manufacturer will send report on monthly basis to the Purchase Authority about the progress on manufacturing of item (s) ordered on him. The monthly progress report will be sent on regular basis till completion of entire supply as per delivery date indicated in supply order.

ONGC/MM/02/(96)

(Work centre to include following provisions in the tender documents as per para 21.2.12 of Integrated MM Manual)

For ascertaining that items under manufacturing are as per the PO/contractual terms and specifications/Scope, ONGC, at its cost may depute its representative(s) / TPI agency after completion of each pre-specified stage of fabrication/manufacturing of item(s).

(BL/02/66 dated 12.11.2014)

29.1 In case any part of the order is sub-contracted to a Micro or Small Enterprise as per contract conditions then the supplier shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor to ONGC.

30. TERMS OF PAYMENTS

(Circular No. 06/2018 dated 16.02.2018)

30.1 The terms of payment shall be as stipulated in main body of the purchase order.

The original invoice should accompany the following documents/details:

(BL/02/103 dated 20.08.2021)

The original invoice should accompany the following documents/details:

(An indicative list of documents is given below. Tender Committee should deliberate on the same and select the appropriate documents as applicable for the respective case and incorporate the same suitably in the Bid document / Purchase Order, after making necessary additions / deletions/modifications. TC shall ensure that the documents (e.g. Certificate of test/ inspection from manufacturer) which are not applicable for a particular tender, should not be incorporated from the indicative list or otherwise.)

(A) Applicable for cases involving payment through Bank against proof of dispatch & satisfactory inspection:

a) -deleted-

b) -deleted-

c) -deleted-

d) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately, etc.

e) Proof of dispatch (RR/GCN/LR/e-way bill etc.) freight paid/ to be billed basis (as per terms of delivery). Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

f) Proof of insuring material, in favour of ONGC, against losses, damages, breakages and shortages during transit (in the form of insurance certificate / policy /receipt of premium paid).

g) TPI report for satisfactory inspection and Digitally signed QCC issued by ONGC authority mentioned in PO, wherever inspection by TPI is involved

or

QCC for satisfactory inspection issued by ONGC Inspection authority, in case of inspection by ONGC.

h) Warranty / Guarantee Certificate.

i) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.

j)–deleted-

k) –deleted-(Included in (e) above)

(B) Applicable for cases involving payment after receipt of material at destination

Following documents / details should be furnished alongwith the invoice in cases involving payment after receipt of material at destination:

a) **–deleted-**

b) **–deleted-**

c) **–deleted-**

d) Tax Invoice (Original and duplicate) issued under relevant GST legislations/ rules indicating rates and amount of various taxes/ duties shown separately, etc.

e) Proof of delivery in case of direct / door delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material. (Not required for payment, however, required only for archival purpose.))

f) QCC and TPI (as applicable) Report for satisfactory inspection, wherever pre-despatch inspection is applicable. (Not required for payment, required only for archival purpose)

g) Warranty/ Guarantee Certificate.

(Not required for payment, required only for archival purpose)

- h) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
- i) ~~–deleted–~~
- j) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable) (Not required for payment, however, required only for archival purpose)

Note:

- i) 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.
- ii) In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.

30.1(B)-1 Documents wherever applicable shall also be invariably submitted by supplier alongwith supply :

| SI No. | Document (as applicable) |
|----------|---|
| <u>1</u> | Copy of Tax Invoice |
| <u>2</u> | Proof of dispatch (RR/GCN/LR/e-way bill etc.). Copy of the e-way bill / e-way bill number(Wherever applicable) |
| <u>3</u> | Satisfactory inspection report/TPI report & QCC issued by authority mentioned in PO, wherever applicable |

Supplier in their own interest are advised to timely provide all requisite documents to enable ONGC for timely payment.

30.2 (Clause applicable before roll out of VIMS)

The Supplier shall send complete set of non-negotiable documents (scanned copy of documents submitted to bank for payment) within two days from the date of LR/RR, to email id of Order Placing Authority, Indentor, Ultimate Consignee, and Finance & Accounts authority mentioned in PO.

(Clause applicable after roll out of VIMS)

Supplier shall upload complete set of non-negotiable documents (scanned copy of documents submitted to bank for payment) either at VIMS (Vendor Invoice Management System) portal (<https://vims.ongc.co.in>) or send to e-mail address *(to be mentioned by work center)* specially created for invoice receipt in VIMS **And** also to email id of Order Placing Authority, Indentor, Ultimate

Consignee, and Finance & Accounts authority mentioned in PO within two days from the date of LR/RR.

(BL/02/104 dated 11.01.2022)

30.3 Invoices alongwith supporting documents can be submitted/uploaded **through VIMS Portal (<https://vims ONGC CO IN>)**, which is the preferred mode of submission of Invoice. Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be uploaded in VIMS Portal by logging-in with the help of Vendor Code.

However, in case supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice alongwith supporting documents can also be submitted/uploaded in any of the following 2 ways:-

1. **EMAIL channel:** Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: ap_invoices[at]ONGC[dot]CO[dot]IN.

2. **Submission in Physical form at existing IMS Desk for scanning:** Supplier/Contractor can also submit the invoice and supporting documents at existing IMS desk at concerned work centers.

Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:

- i) Invoices should be system generated and no hand written invoices shall be allowed.
- ii) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iii) Invoices should be in PDF format only.
- iv) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- v) A regular format must be maintained in which invoices are being submitted in ONGC.
- vi) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- vii) In case, Email channel is being followed, separate mail should be sent for each invoice.

(BL/02/44 dated 10.03.2010)

31 CORPORATE TAXES:

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

The SUPPLIER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of

appropriate Returns and shall promptly provide all information required by the CORPORATION for discharging any of its responsibilities under such laws in relation to or arising out of the SUPPLY ORDER.

31.2 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.

31.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. In case the SUPPLIER does not furnish its PAN, CORPORATION shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

(BL/02/96 dated 26.10.2020)

31.4 Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by the CORPORATION along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to the CORPORATION within the statutory time limit.

Payment towards applicable TCS u/s 206C (1H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to ONGC as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to ONGC in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to ONGC in time.

However, Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to ONGC. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

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

32. EXTENSION IN DELIVERY PERIOD DUE TO DELAY ON THE PART OF THE ONGC

When the extension of time is required due to any delay on the part of ONGC, extension of delivery time for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay.

(BL/02/75 dated 29.12.2016)

33. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises) (Not applicable in cases valuing less than Rs 5 lakhs)

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.

(BL/02/93 dated 29.01.2020)

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 pendente-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.
 - (i) 60% of the fees if the hearing has commenced.
 - (ii) 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.

(BL/02/75 dated 29.12.2016)

33.1 Resolution of disputes through conciliation by OEC (Not applicable in cases valuing less than Rs 10 lakhs):

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 new issue thereafter.

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, CMD will have authority to reconstitute 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, ONGC will issue the appointment letters to OEC members and the parties concerned.

5. The OEC members shall give a declaration of independence and impartiality (as per Appendix 4) to both the parties before the commencement of the OEC proceedings.

Proceedings before OEC

6. The claimant shall submit its statement of claims to OEC members, and to the parties 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.

11. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of ONGC who have handled the matter in any capacity are not 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.

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 7 days 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 Forum / 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

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1. OEC members shall be entitled for the following fees and facilities (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):

| Sl. No. | Fees/ Facility | Entitlement | To be paid by |
|---|---|---|---------------|
| i. | Fees | Rs. 20,000 per meeting subject to maximum of Rs. 2,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC Recommendations. | 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. 2,000 per day | Contractor |
| iv | Venue for meeting | ONGC conference rooms/Hotels | ONGC |
| Facilities to be provided to the out -stationed member | | | |
| v | Travel from the city of residence to the city of meeting | Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India. | Contractor |
| vi | Transport to and fro airport / railway station in the city of residence | Car as per entitlement or Rs. 3,000 | Contractor |
| vii | Stay for out stationed members | 5 Star Hotel | ONGC |
| viii | Transport in the city of meeting | Car as per entitlement or Rs. 2000 per day | Contractor |

* *Annexure C and D of the circular No. 3 of 2015 dated 29.07.2015 of Director (HR)- Work centre to give suitable Annexure No. for incorporating the same in contract conditions). However, incorporated as Appendix 4 & 5 of this Annexure.*

(BL/02/84 dated 12.07.2018)

34. Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) *inter se* and CPSE(s) and Government Department(s)/Organizations(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

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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.

35. APPLICABLE LAW AND JURISDICTION

34.1 The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

34.2 Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

36 EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC

Firms/companies who have or had business relations with ONGC are advised not to employ serving ONGC employees without prior permission. It is also advised not to employ ex-personnel of ONGC within the initial two years period after their retirement/resignation/severance from the service without specific permission of ONGC. ONGC may decide not to deal with such firm(s) who fail to comply with the above advice.

37. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

(BL/02/56 dated 30.06.2011)

38. LIABILITY UNDER THE CONTRACT

The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party 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 profit or interest costs or environmental pollution damage whatsoever arising.

(BL/02/97 dated 02.12.2020)

39. APPLICABLE FOR DEVELOPMENT ORDERS:

A development order shall be considered as executed and the respective bidder shall be considered as developed / proven source, only after satisfactory completion of field trial testing and issuance of a certificate by the authorized officer of ONGC to this effect. Thereafter, offers of such developed / proven

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source will be considered against future tenders for the item(s) which has been so developed by the party.

Notwithstanding the above provisions, successful development and or supply to ONGC thereof does not guarantee the vendor any assured order(s) from ONGC.

(BL/02/23 dated 07.06.2007)

40. INTEGRITY PACT (applicable for cases above Rs 1 Crores):

The Integrity pact, duly signed by the authorized official of ONGC and the Contractor, will form part of this contract / supply order.

41. PUTTING SUPPLIER ON HOLIDAY DUE TO CANCELLATION OF PURCHASE ORDER.

In case of cancellation of the purchase order(s) on account of delay in execution of the order or non-execution of the order and / or annulment of the award due to non-submission of Performance Security or, failure to honour the commitments under 'Warranty & Guarantee' requirements following actions shall be taken against the Supplier:

- i. ONGC shall conduct an inquiry against the Supplier and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Supplier, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Supplier by ONGC against any type of tender nor their offer will be considered by ONGC against any ongoing tender(s) where contract between ONGC 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 ONGC for putting that Supplier on holiday shall not have any effect on other ongoing PO(s), if any with that Supplier which shall continue till expiry of their term(s).
- ii. Pending completion of the enquiry process for putting the Supplier on holiday, ONGC shall neither issue any tender enquiry to the defaulting Supplier nor shall consider their offer in any ongoing tender.

(BL/02/65 dated 02.07.2014)

42. 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.

(BL/02/69 dated 15.04.2015)

43. Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)

(Applicable for all tenders valuing above Rs. 1 Crore where IP is applicable.)

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 Mendela 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

(BL/02/85 dated 01.08.2018) (BL/02/88 dated 23.04.2019)

44. 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).

(Circular No. 39 dated 28.08.2020)

45. 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.

(BL/02/98 dated 03.12.2020)

46. DELETE, if Not applicable) **Purchase preference policy (linked with Local Content) (PP - LC)- Amended vide letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG**

[All terms and conditions of aforesaid policy shall be applicable per relevant clause in Annexure-I of Tender document]

(For ICB tenders, this provision will be applicable for Class-I local suppliers.

For NCB tenders, this provision will be applicable for Class-I and Class-II local suppliers. In case of NCB tenders, in respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, this provision will be applicable for Class-I local suppliers)

46.1 Certification and Verification

46.1.1. After Contract Award:

a) The undertaking from the authorised signatory of bidder having the power of Attorney, submitted alongwith the bid stating the bidder meets the mandatory minimum LC requirement shall become a part of the contract.

b) (applicable in cases of procurement for a value in excess of Rs. 10 crores)
The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant in India or practising chartered accountant in India giving the percentage of local content is also acceptable.

46.1.2 Each supplier shall provide the necessary Local Content documentation to the statutory auditor, which shall review and determine that local content requirements have been met and issue a local content certificate to that effect on behalf of ONGC, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

46.1.3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

46.1.4 Where currency quoted by the bidder is other than Indian Rupee, then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

46.1.5 ONGC shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

46.2 Sanctions

46.2.1 ONGC shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

46.2.2. The sanctions may be in the form of written warning, financial penalty and blacklisting

46.2.3. If the bidder does not fulfil his obligation after the expiration of the period specified in such warning, ONGC shall initiate action for blacklisting such bidder/successful bidder.

46.2.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

46.2.5 In pursuance of the clause No. 53.1.4 above, towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure-B) for an amount of 10% of the contract value. (Circular No. 66/2020 dt. 21.12.2020)

**Proforma of 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.

(BL/02/01 dated 19.6.2000)

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./- (in figures) _____ [Indian Rupees/- (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.

ONGC/MM/02/(114)

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 order has been placed.

(BL/02/91 dated 15.11.2019)

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:

ONGC/MM/02/(115)

(Concerned Work Center to indicate following details, as applicable)

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch :(Work Center to indicate)
Branch Code :(Work Center to indicate)
Bank Account No. :(Work Center to indicate)
IFSC Code :(Work Center to indicate)
SWIFT Code :(Work Center to indicate)

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 year 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

(BL/02/35 dated 06.03.2009)

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 purchase order has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the contract completion date unless otherwise specified in the bidding documents/Purchase order.

(BL/02/60 dated 09.09.2013)

3. 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.

Appendix – 2

From : M/s _____

NO.

DATE :

TO
HEAD, QUALITY ASSURANCE DIVISION,
OIL & NATURAL GAS CORPORATION LTD.

.....
.....

SUB: INTIMATION REGARDING READINESS OF MATERIALS FOR
STAGE/FINAL INSPECTION.

REF : SUPPLY ORDER NO. _____
_____ DATED _____

Sir,

Against subject supply order, the materials are ready for inspection as follows (strike out which is not applicable) :

- i) Full Quantity as specified in the Supply Order.
- ii) Materials ready only in part quantities

| Item No. | Qty. Ordered | Qty. Ready |
|----------|--------------|------------|
| ----- | ----- | ----- |

iii) Materials are ready for Ist/Ind/Final Stage as per Quality Plan already approved.

iv) Materials are ready after Ist Rework/Ind Rework in full quantity.

Our factory is closed on _____ for weekly off.

Kindly arrange to inspect the materials accordingly.

On arrival, please contact Mr. _____ of our firm (Phone No. _____), who will coordinate the job of inspection.

Yours faithfully,

(Signature with name and
full address of supplier)

Copy for information to Order Placing Authority

(BL/02/71 dated 22.09.2015)

APPENDIX 3

Source: Annexure C (of Circular No. 3 of 2015 dated 29.07.2015 of Director(HR)

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:

(BL/02/71 dated 22.09.2015)

APPENDIX 4

Soruce: Annexure D (of Circular No. 3 of 2015 dated 29.07.2015 of Director(HR))

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):

| SI 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. The statement of claims is to be submitted to all OEC members, to other party and to the office of Chief Legal Services, by post as well as mail.

Enclosure –A

CALCULATION OF LOCAL CONTENT-GOODS

Deleted

**(Circular No. 33/2018 dated 05.07.2018 & No. 61/2020 dated
03.12.2020)**

Enclosure –B

Proforma of Bank Guarantee towards Purchase Preference – Local Content.

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil And Natural Gas CORPORATION

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 Mendela 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 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.

ONGC/MM/02/(123)

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.

(BL/01/116 dated 15.11.2019)

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:

ONGC/MM/02/(124)

(Concerned Work Center to indicate following details, as applicable)

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch :(Work Center to indicate)
Branch Code :(Work Center to indicate)
Bank Account No. :(Work Center to indicate)
IFSC Code :(Work Center to indicate)
SWIFT Code :(Work Center to indicate)

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 year 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)