



PMC Cell – MM

**Oil and Natural Gas Corporation Ltd**  
*Corporate Materials Management*  
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**Circular No. 06/2021**

No: MAT/PMC/13(24)/2021

Dated: 10.03.2021

**Sub: Standard Tender Document for Procurement of OEM Spares**

Standard Tender Document for Procurement of OEM spares- Import and Indigenous are enclosed at Annexure-1 and Annexure-2 respectively.

All concerned are advised to follow the Standard Tender Document for Procurement of OEM spares-Import and Indigenous.

  
(A. P. Tripathi)

ED-Chief MM Services

Distribution: (Through ONGC's intranet website 'reports.ongc.co.in').

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

Copy to:

1. EO to CMD, ONGC, New Delhi.
2. CEA to Director (Finance)/ Director (Offshore) / Director (Exploration)/ Director (HR) / Director (T&FS) /Director (Onshore) ONGC, New Delhi.
3. CVO, ONGC, New Delhi.

**Standard Tender Documents for Procurement of OEM Spares (Imported)****ANNEXURE-I****INSTRUCTIONS TO BIDDERS****A: INTRODUCTION****1. TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**2. ELIGIBLE GOODS AND SERVICES**

- 2.1 The Bidder will mention in its bid the origin of the goods and ancillary services to be supplied under the contract.
- 2.2 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.
- 2.3 The origin of goods and services is distinct from the nationality of the Bidder.

**3. COST OF BIDDING**

- 3.1 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****1. CONTENT OF BIDDING DOCUMENTS**

- 1.1 The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of following:

**ANNEXURE I : Instructions to Bidders with following Appendices**

Appendix 1	:	Check List
Appendix 2	:	Acceptance of Terms And Conditions
Appendix 3	:	No Banning declaration
Appendix 4	:	Undertaking for genuinity of the documents submitted
Appendix 5	:	Proforma For Certificate on Relatives Of Directors Of ONGC
Appendix 6	:	Lowest Price Undertaking
Appendix 7	:	Bank details
Appendix 8	:	Authorisation Letter For Attending Tender Opening
Appendix 9	:	Price Schedule
Appendix 10	:	Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961)
Appendix 11	:	No business connection undertaking
Appendix 12	:	Form 10F

**ANNEXURE II : General Terms and Conditions**

Appendix-1	:	Draft Format of Letter of Credit
Appendix-2	:	Declaration of independence and impartiality by OEC Member
Appendix-3	:	Statement of claim(s)/counter claim(s)

**ANNEXURE III** : List of Spares required/RFQ (To be provided by Work center)

**ANNEXURE IV** : Integrity Pact (if applicable)

### **C. PREPARATION OF BIDS**

#### **1. LANGUAGE AND SIGNING OF BID**

- 1.1 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.
  - 1.2 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.
  - 1.3 The original bid should be signed manually by the POA/authorised signatory (ies) of the bidder. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.
  - 1.4 Bidder can submit the bid through mail, but has to submit the physical bid, duly signed, within 15 days.
- 2.0 Submission of 'Check List' duly filled-in, to re-confirm compliance with tender requirements:**
- Bidder to submit the checklist, enclosed with Annexure-I of the bidding document, duly filled in signed and stamped on each page by authorised signatory who has been authorised to sign the bid.

#### **3.0 DOCUMENTS COMPRISING THE BID**

- 3.1 The bid prepared by the Bidder shall comprise of the following components, duly completed:
  - a) Back-up Authority Letter along with warranty cover of OEM, in case bidder is not OEM.
  - b) Check List as per attached Appendix -1
  - c) Acceptance of Terms and Conditions as per attached Appendix 2 .
  - d) Declaration for No Banning as per the Appendix -3.
  - e) Undertaking for genuinity of the documents submitted as per the Appendix -4
  - f) Proforma for Certificate on Relatives Of Directors of ONGC as per the Appendix 5 .
  - g) Lowest Price Undertaking as per the Appendix -6.
  - h) Integrity Pact (IP) (applicable for tenders above Rs 1 crore). Bidder should submit Integrity Pact (which is issued along with the bidding document) along with bid, duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.
  - i) Bank details as per attached Appendix -7.
  - j) Authorisation Letter for Attending Tender Opening as per attached Appendix-8.
  - k) Duly filled in Price Schedule as per attached Appendix 9.
  - l) Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961) as per Appendix -10.
  - m) No business connection undertaking as per Appendix -11.
  - n) Form 10-F as per Appendix-12.

#### **4.0 PRICE SCHEDULE**

4.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

#### **4.2 Bid Prices**

4.2.1 The bidder should quote their prices strictly as per the price schedule attached with the bidding document.

4.2.2 Indian Agent's commission, if any, should be included in the quoted prices and rate/amount be indicated separately as required in the price schedule. The Indian Agent's commission will be paid in non-convertible Indian currency.

4.2.3 The delivery terms shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

4.2.4 ONGC reserves the right to place the order either on Ex-works, FCA/FOB or CPT/CIP, CFR/CIF basis.

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

#### **4.3 Payment of GST**

In case of import of material, since the responsibility to clear the material from Customs lies with ONGC, the liability for Payment of GST/IGST rests with ONGC.

#### **4.4 INCOME TAX LIABILITY**

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

#### **5.0 TERMS OF PAYMENT**

5.1.1 ONGC offers the following terms of payment in the order of preferences:

(I) Payment to the suppliers on "Collection Basis" through ONGC's banker, without opening of letter of credit is preferred.

(II) Wherever a Letter of Credit is required, irrevocable Letter of Credit would be opened through ONGC's banker.

Payment of FOB/CFR value, as the case may be, will be made against negotiable copy of Bill of Lading and other specified documents as per supply order through irrevocable Letter of Credit to be opened in favour of the supplier.

5.1.2 All Foreign Bank charges towards advising negotiations/cable charges and confirmation of Letter of Credit charges will be borne by the supplier. All Indian Bank charges will, however, be borne by ONGC.

5.1.3 Where the supplies are proposed to be made in stages beyond three months, the bidders should quote staggered delivery schedule giving item-wise details/amount. The establishment of Letter of Credit in such cases will be restricted to the period-wise deliveries so offered.

#### **6.0 Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961):**

a) Foreign bidders should invariably submit (alongwith their bid) the particulars (AS PER APPENDIX-10), which are required to be furnished by ONGC to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

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

Bidders should note that any delay in submission of TRC, Form No. 10F and/or PE information within the specified time may lead to the Income Tax Department directing ONGC to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the supplier.

- c) In pure supply cases where installation and commissioning is not involved, the non-resident supplier shall, at its option, submit either TRC or Form 10F OR the authorized signatory of the non-resident supplier shall furnish declaration (AS PER APPENDIX-11), along with the bid.

#### **7.0 NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN**

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

#### **8.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

- 8.2 Bidders to take note that their standard conditions of sales submitted along with bid are not acceptable.

#### **9.0 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ASSOCIATE**

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

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

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/ Retainer/Associate in India.

- (ii) The mutual interest which the manufacturer/principal and the Agent/Consultant/Representative/Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/Consultant/ Representative/Retainer/Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.
- (iv) Permanent Income Tax account number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/ Consultant/Representative/ Retainer/Associate.

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

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

## **10.0 PERIOD OF VALIDITY OF BIDS**

- 10.1 The Bid shall be valid for acceptance for the period as specified in NIT/RFQ and shall not be withdrawn or modified on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

## **11.0 TELEFAX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:**

- 11.1 Telefax / Photocopy bids and bids with scanned signature will not be considered. E-Mail offers may be considered provided such offers are followed by confirmatory copy within 15 days of the date of receipt of offer.

## **D. SUBMISSION AND OPENING OF BIDS**

### **1.0 SEALING AND MARKING OF BIDS.**

#### **1.1 Single Bid System**

The original copy of the Bid is to be submitted in a double cover. The inner cover should be sealed and superscribed as "Tender Number ..... and due for opening on.....". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids.

### **2.0 DEADLINE FOR SUBMISSION OF BIDS.**

- 2.1 The Bid must be received by the Purchaser at the address specified in Invitation for Bids not later than 1400 Hrs (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 1400 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

### **3.0 OPENING OF BIDS:**

- 3.1 The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid/Request for Quotation". 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 ----- hereto must be forwarded to this office alongwith 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.

In case the bid is received early same may be opened as and when received with due intimation to the bidder so that the bidder or his authorised representative may be present at the time of opening of bid

## **E. EVALUATION OF BIDS**

### **1.0 CLARIFICATIONS OF BIDS:**

- 1.1 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.

## **F. AWARD OF CONTRACT**

### **1.0 VARIATION IN QUANTITY**

- 1.1 ONGC is entitled to increase or decrease the quantities against any/all the items of the tender. ONGC can also add any new item or delete any existing items

### **2.0 NOTIFICATION OF AWARD**

- 2.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by fax/email to be confirmed in writing by registered letter that its bid has been accepted.
- 2.2 The notification of award (NOA) will constitute the formation of the contract.

### **3.0 SIGNING OF CONTRACT**

- 3.1 Within 15 days from issue of NOA , ONGC will issue the Purchase order duly signed incorporating the mutually agreed Terms and conditions and Prices which shall constitute the Purchase order.

### **4.0 CORRESPONDENCE**

- 4.1 All correspondence from Bidders/supplier shall be made to the office of the Purchase Authority from where this tender has emanated.
- 4.2 All correspondence shall bear reference to bid number/purchase order/contract.

### **5.0 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).

- 6.0 **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](http://www.tenders.ongc.co.in). The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC or with concerned Director of ONGC or directly with the IEM c/o Chief Vigilance Officer, ONGC, Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070."

Note:

- (i) IEMs would not consider any representation received after the oral submission has already been made by the representing bidder unless some additional documents or clarifications have specifically been sought by IEMs from the representing bidder.
- (ii) IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP.

**7.0. Submission of forged documents:**

Bidders should note that ONGC may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, ONGC shall immediately reject the bid of such bidder(s) or cancel/terminate the contract.

- 7.1 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 including banning of the supplier may be initiated by ONGC at its sole discretion.

**8.0. 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.

**9.0. 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.



**CHECK LIST**

1. The check-list duly filled and signed by the Authorized signatory of the bidder must be returned along with the offer.
2. Please tick the box whichever is applicable

SI No	Clause	Confirmation	Remarks
1.	If the Bidder is OEM.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
2.	If the Bidder is not OEM, whether a copy of the valid Back-up Authority Letter alongwith warranty cover of OEM has been enclosed with the bid	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
3.	Bidder hereby confirms acceptance of all Terms and Conditions of tender document	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
4.	Bidder hereby confirms Delivery Period as per RFQ	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
5.	Bidder hereby confirms acceptance of payment terms as per Tender Document	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
6.	Bidder hereby confirms validity of bid as per tender/RFQ requirement.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
7.	Whether the materials being offered fully conform to the required technical specifications/ Part Nos.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
8.	Whether interchangeability certificate has been enclosed, wherever there is change in part numbers ?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
9.	Whether the offer has been signed by authorized signatory duly indicating full name and designation of the authorized signatory?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
10.	Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
11.	Whether firm prices have been quoted and are as per price schedule	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
12.	Has the bidder submitted International Published Price List / standard price list of OEM and copies of previous purchase orders placed by other customers (other than ONGC)?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	If 'NO' then specify reason
13.	Has bidder submitted their bid in original through courier?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
14.	Whether Integrity Pact(IP) duly signed by the authorized signatory on each page along with the signature of the witnesses	Yes <input type="checkbox"/> / No <input type="checkbox"/>	

	have been attached with the bid (applicable for tenders above Rs 1 crore)		
15.	Whether Bidder confirms that they have read the ONGC's "Policy on Climate Change & Sustainability" and they are working upon to develop their policy as well (refer clause 8.0 of Instructions to Bidders).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
16.	Has Bidder submitted following undertaking / Declaration signed by authorised signatory?		
	I. Acceptance of terms and conditions. (Appendix-2).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	II. Declaration for No Banning (Appendix-3).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	III. Undertaking for Genuinity of the documents submitted. (Appendix-4).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	IV. Certificate on relatives of directors of ONGC. (Appendix-5).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	V Lowest Price Undertaking (Appendix-6).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VI Bank details etc. (Appendix- 7).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VII Price format duly filled in (Appendix-9 )	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VII Declaration with regard to Permanent Establishment (Appendix- 10).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	VIII Declaration with regard to business connection in India (Appendix- 11).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	IX Form 10-F (Appendix 12)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	

Place...  
Date...

Authorised Signatory of bidder

*(To be provided on **company letterhead** in original with signature of authorized signatory)*

**ACCEPTANCE OF TERMS AND CONDITIONS**

Dated:.....

To,

Oil & Natural Gas Corporation Ltd.

.....  
.....

Dear Sirs,

Tender No:-

Bidders Reference No:-

Dated:-

We have accepted all the terms and conditions of this tender document in toto.

Authorised Signatory of Bidder

*(Declaration needs to be provided on **company letterhead** in original with signature of authorized signatory)*

**DECLARATION FOR NO BANNING**  
(Tender No:- \_\_\_\_\_)

It is declared that neither M/s \_\_\_\_\_, 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

Authorised Signatory of Bidder

Place...  
Date...

*(Undertaking needs to be provided on **company letterhead** in original with signature of authorized signatory)*

**UNDERTAKING FOR GENUINITY OF THE DOCUMENTS SUBMITTED**

Dated:.....

To,

Oil & Natural Gas Corporation Ltd.

.....  
.....

Dear Sirs,

Tender No:-

Bidders Reference No:-

Dated:-

We hereby give an undertaking that all the certificates / documents /information submitted against this 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 including banning of supplier may be initiated by ONGC at its sole discretion.

Authorised Signatory of Bidder

Place...

Date...

*(To be provided on company letterhead in original with signature of authorized signatory)*

**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, 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 Bidder

Place...  
Date...

*(To be provided on **company letterhead** of OEM in original with signature of authorized signatory)*

**LOWEST PRICE UNDERTAKING**  
(Tender No:- \_\_\_\_\_)

"We hereby certify that the prices being quoted by us (OEM) / our Authorised dealer/distributor against this tender for the specific part numbers are not more than what we charge to other customers for that specific part number".

Authorised Signatory of the OEM

Place...  
Date...

**BANK DETAILS**

1	Name & Complete Address of the Beneficiary as per Bank records	
2	Name & Complete Address of the Bank with Branch details	
3	Bank Account Number	
4	SWIFT Code	
5	e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."	

Place...  
Date...

Authorised Signatory of Bidder



**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

Authorised Signatory of Bidder

**Copy to:** Mr.....for information and for production before the  
\_\_\_\_\_ (MM)\_\_\_\_\_ at the time of opening of bids.

**PRICE BID FORMAT (TO BE FILLED-IN BY BIDDERS)****A). Bid Information:** Bidder to furnish information in the space provided

Tender Number	
Bidder's name and address including fax no. & e-mail	
Bidder's Bid number & date	
Validity of bid	
Currency of quote	
Country of origin	
Port of export	
Port of Discharge	
Delivery Period	

**B). Rates**

Sl. No	ONGC Material Code	Description of items	Part No.	Ex-works Price	Unit	Ex-Works Amount

<b>A</b>	<b>Total Ex-Work Amount duly packed</b>	
<b>B</b>	FOB/ FCA Charges	
<b>C=A + B</b>	Total FOB Value	
<b>D</b>	Sea/ Air Freight	
<b>E=C + D</b>	CFR/CPT Value (3+4)	
<b>F</b>	Insurance Charges	
<b>G = E + F</b>	Total CIF/ CIP Amount	

**NOTE:**

- ONGC reserves the right to place the order either on Ex-works / FOB / CFR /CIF OR FCA/CPT/ CIP basis.
- Indian Agent Commission (included in quoted FOB price, indicate percentage):  
\_\_\_\_\_ %
- Mention Name & address including fax no. & e-mail of Indian Agent (if any)
- Indian Agent Commission shall be paid in non –convertible Indian Currency directly by ONGC.
- The bidder should indicate whether they have quoted LCL or FCL requirement & should mention port of discharges accordingly. For FCL cargo, bidders are advised to consider detention free period of 15 days while quoting CFR / CIF prices. Further in case of order is placed on CFR / CIF basis, the supplier shall be required to obtain detention free period of 15 days and to get the same recorded on the B/L itself at the time of shipment.

\*\*

In case of FCL cargo, Work Centre to mention the requirements as per circular no.55/2009 and 05/2010.

Work center may modifications to price format ,if any,as per tender requirement.

Signature of Authorized Signatory  
Name of Authorized Signatory  
Name of Bidder's Company

## APPENDIX- 10

**(To be provided on company letterhead in original with signature of authorized signatory)**

**TENDER NO.** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Particulars to be furnished by foreign bidders** (non-residents as per Income Tax Act, 1961):

1	Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by ONGC and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent?	
2	Whether by carrying on activities in relation to its engagement by ONGC, the non-resident constitutes an Installation/Construction PE or a Service PE, or a PE in any other manner, in India in terms of the DTAA between India and his country of tax residence?	
3	If the non-resident has PE in India, whether the remittances to be made to him under his engagement by ONGC are attributable to such PE?	
4	If the remittances to be made to the non-resident under his engagement by ONGC are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by ONGC, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?	
5	If no part of the remittances to be made to the non-resident under his engagement by ONGC is attributable to a PE which it has in India, what are the reasons for the same?	
6	Non-resident's complete address (not necessarily in India).	
7	If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?  If the non-resident does not have a PAN but has a Tax Identification Number (TIN) allotted in his country of tax residence, what is that TIN?	
8	Country of tax residence of the non-resident supported by a TRC issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory.	
9	TRC (wherever applicable) and Form No. 10F shall be submitted by the supplier within 15 days from the date of issue of LOI. In cases where PBG is not applicable, supplier shall be required to submit TRC (wherever applicable) and Form No. 10F within 15 days from the date of issue of detailed order.	
10	Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.	
11	Non-resident's e-mail address.	
12	Non-resident's phone number with International Dialling code.	
13	Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organisation.	

(To be provided on **company letterhead** in original with signature of authorized signatory)

**DECLARATION**

**TENDER NO.** \_\_\_\_\_  
**DATE** \_\_\_\_\_

"I, \_\_\_\_\_ (full name of the authorized signatory) in my capacity as \_\_\_\_\_ (designation of the authorized signatory) of \_\_\_\_\_ (full name of the non-resident supplier) do hereby confirm that \_\_\_\_\_ (full name of non-resident supplier) does not have a business connection in India in terms of the Indian Income-tax Act, 1961, that no tax liability accrues to it in India, and should any tax liability arises in India, the same shall be to its account.

-----  
Signature of Authorized Signatory"

**FORM NO. 10F**

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

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

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

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

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

Signature.....  
Name.....  
Address.....  
Permanent Account No.....

**Verification**

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

Verified today the .....day of.....

.....

Signature of the person providing the information

Place.....

Notes:

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

**General Terms and Conditions****1.0 DEFINITIONS :**

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 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

**1.5 DELIVERY PERIOD**

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

**1.6 DESTINATION**

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

**1.7 MATERIALS/SPARES**

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

**1.8 SERVICES:**

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

**1.9 SPECIFICATIONS**

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

**1.10 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

**1.11 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

- 1.12 **Ex-works/ F.O.B./ FAS/ CFR/ CIF/FCA/CPT/CIP:**  
Shall mean the terms as explained in INCO Terms
- 1.13 **EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER:**  
Unless otherwise specified to the contrary, the date of Notification of award (NOA) indicating following details will be start of the contract for all practical purposes.
- (i) Prices
  - (ii) Price basis
  - (iii) Delivery Schedule
  - (iv) Payment terms
- 2.0 **SCOPE OF ORDER :**
- 2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.  
The SPARES 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.
- 3.0 **LEGAL RIGHT TO TRANSFER OWNERSHIP OF MATERIALS:**  
The SUPPLIER hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to ONGC.
- 4.0 **COUNTRY OF ORIGIN :**
- 4.1 All goods and services supplied under the contract shall have their origin as quoted by the Bidder and accepted by the PURCHASER.
- 4.2 For purpose of this clause, "origin" means the place where the goods are mined or grown or produced. Goods are produced, when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized 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 SUPPLIER.
- 5.0 **ACCEPTANCE OF OFFER**  
The issue of purchase order / NOA constitutes the Contract between the Parties. The Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety.
- 6.0 **NOTICES :**  
Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or Email or facsimile and confirmed in writing to the party's address.
- 7.0 **MODIFICATION IN ORDER :**  
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 mutually agreed by both parties and accepted in writing by ONGC by issuing amendment to the ORDER.
- 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.
- 8.0 **WARRANTIES AND GUARANTEES :**
- 8.1 **MATERIALS AND WORKMANSHIP :**  
SUPPLIER shall fully warrant that all the Spares/Items 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 item/ material, the finished item/ material shall in no case be of a date of manufacture older than one year from the date of its shipment/despatch.

- 8.2 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 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/or 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/defective parts satisfactorily within a reasonable period, then the cost of the said goods as per purchase order would be reimbursed to ONGC within a reasonable time.
- 8.3 In case defects are of such nature that Spares/items shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the Spares / Items at his costs after giving necessary undertaking or security as may be required by ONGC. 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.
- 8.4 Spare parts/Items thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.
- 8.5 **PERFORMANCE GUARANTEE:** SUPPLIER shall guarantee that the "performance of the MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

**9.0 REJECTION**

If ONGC finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or 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 days 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. 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.

**10.0 Extension in Delivery period/ Cancellation:**

If the supplier fails to deliver the spares 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, ONGC may,

- (i) Accept delivery of such delayed supplies through an extension in delivery period  
Or  
(ii) Cancel the supply order or a portion thereof by serving prior notice to the supplier.

**11.0 INSPECTION OF MATERIAL :**

- 11.1 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.
- 11.2 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

11.3 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.

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

#### 12.0 **SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS**

12.1 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.

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

#### 13.0 **VARIATION IN QUANTITY**

ONGC is entitled to increase or decrease the quantities against any/all the items of the tender.

#### 14.0 **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.

#### 15.0 **INTER-CHANGEABILITY OF PARTS :**

15.1 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."

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. 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

#### 16.0 **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<sup>1</sup>.

#### 17.0 **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, Flood directly affecting the performance of the Contract, 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 hours of the 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 his discretion without any liability at his part.

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

#### 18.0 **LANGUAGE/TERMINOLOGY :**

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

#### 19.0 **PACKING & MARKING :**

19.1 The SUPPLIER shall consign/ship the materials in sea worthy/Air worthy packing conforming to the international norms of packing/ prescribed standards in force to withstand air/ocean/land journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. Hazardous/dangerous cargo ordered alongwith other material, against a particular supply order, the hazardous/dangerous cargo should be packed in a separate box to avoid payment of excess freight and delay in clearance. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of CIF 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) Country of origin.
- (c) Name of SUPPLIER.
- (d) Case number (running number upon total number of boxes).
- (e) Gross and net weight in Kilogram on each box.
- (f) Dimension of packages
- (g) Port of destination Mumbai/Calcutta/ Chennai/Delhi (as the case may be).
- (h) Consignee
- (i) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (j) 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.

N.B. SUPPLIER should certify that packing is as per international standards to withstand sea/air freighting conditions and many handlings.

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

Packing should be done ultimate consignee-wise.

Each package shall have a detailed packing list in duplicate indicating :-

- (i) Supply order number & date.
- (ii) Brief description of consignment.
- (iii) Name of the Port Consignee as well as Ultimate Consignee.
- (iv) Vendor's Name.
- (v) Name of the Purchaser.
- (vi) The packing list should indicate the HSN code of the item, item Description, Standard Unit Quantity Code (SQC) as given in Customs Tariff Heads of Indian Customs besides quantity, total weight of each item and its part number.
- (vii) Tag number for all items contained in the package.

20.3 Another copy of the packing list shall be put in a waterproof envelope and fastened securely to the outside of the package.

20.4 It must be ensured that box-wise, container-wise, consignee-wise and Port-wise packing lists are made and sent to the concerned port consignee alongwith Port-wise invoice thereof.

## 20.0 **INSURANCE :**

Immediately after shipment, the SUPPLIER shall inform the Port Consignee through e-mail/fax giving the details of shipment regarding name of vessel, B/L or AWB number and date, invoice no. & date with value, number of packages/cases, gross/net weight, value of goods and supply order number and date, ETD & ETA of vessel at ports, for arranging marine Insurance (from supplier warehouse to ultimate store) in time. The SUPPLIER must also simultaneously furnish to Port consignee copies of all the documents pertaining to invoices/shipment in duplicate. The Port Consignee will ensure timely insurance of the consignment against transit risk from the Port of despatch to the warehouse of the consignee.

## 21.0 **SHORT/DAMAGED/DEFECTIVE/NON RECEIPT OF MATERIAL :**

The SUPPLIER is responsible for safe arrival of the material upto destination. Should there be any shortage/breakage/damage of material found, the Port Consignee, within a period of 15 days from the date of clearance of material at the Port, will lodge claim with the underwriters under intimation to the PURCHASER and SUPPLIER. In case the shortage/damage of material is found at ultimate destination, then the ultimate consignee, within a period of 30 days of receipt of material at destination, will lodge claim with the carriers and underwriter under intimation to the PURCHASER, port consignee and SUPPLIER. The PURCHASER in question will also take up the matter with the SUPPLIER to make good the deficiency.

## 22. **SHIPPING INSTRUCTIONS**

22.1 The SUPPLIER shall notify the PO placing authority INDENTOR , PORT CONSIGNEE, ULTIMATE CONSIGNEE by email, the Bill of Lading number and date, the name of ship, ship manifest, the date of departure of the ship, the port of loading and destination, brief description of materials, gross/net weight and total number of packages, quantity, value and supply order number and date within 2 days from the departure of the ship from the port of loading. Simultaneously the advance set of non- negotiable shipping documents should also be sent to the port consignee, PO placing authority, Ultimate consignee and Finance so as to reach before arrival of the vessels for production to customs authorities.

## 22.2 **SHIPPING CLAUSE FOR GENERAL LINER CARGOES IMPORTS FROM ABROAD TO INDIA.**

### A. FOB CONTRACTS

Shipping arrangements will be made by Shipping Corporation of India \_\_\_\_\_(complete address) through their Forwarding Agents/Nominees \_\_\_\_\_(name and complete address along with contact numbers to be indicated) to whom adequate notice about the readiness of each consignment should be given by the sellers from time to time at least six weeks (or as specified in PO) in advance of the required position, for finalising the shipping arrangements.

The Bills of Lading should be drawn so as to show :

Shippers : Suppliers concerned.

Consignee : The Government of India. PORT CONSIGNEE: Oil & Natural Gas Corporation Ltd  
Mumbai/Calcutta/Chennai (as the case may be)

Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Corporation of India after the shipment of each is effected.

(Thereafter the usual terms relating to load /discharge rate, demurrage / despatch, notice to be given etc. (not covered under clause 23.1 above and other conditions, if any, as may be required and agreed to by other contracting party, should be incorporated in the contract)

#### **(B) CFR SHIPMENTS.**

Entire Shipping arrangements will be made by Supplier.

The Bill of lading should be drawn to indicate the 'Shipper' and 'Consignee' as under:

SHIPPER : The CFR Suppliers concerned.

CONSIGNEE : The Government of India,  
PORT CONSIGNEE :Oil & Natural Gas Corporation Limited, Mumbai/Calcutta/Chennai  
(as the case may be).

(Thereafter the usual terms not covered under clause 30.1 above and other conditions, if any, as may be required and agreed to by other contracting party, should be incorporated in the contract)

#### **22.3 Air consignment:**

22.3.1 In case of air consignments the carriage of the consigned cargo shall be effected only through Air India/Indian Airlines. Where Air India/Indian Airlines do not operate its flights or there are strikes of flights or any other reasons beyond Air India/Indian Airlines' control, the suppliers/ONGC Air Cargo Consolidation Agency will obtain certificate from Air India/Indian Airlines showing their inability to accept the consignment or will obtain permission from ONGC. In all such cases, air freighting will be arranged through any first available foreign lines in the interest of ONGC to avoid delay. The SUPPLIER will hand over one set of documents (non-negotiable) i.e. invoice, packing lists etc. to ONGC Air Cargo Consolidation Agency/Air lines for delivery to the Port consignee. Also the SUPPLIER should intimate through Fax or e-mail all details of air freighting, the same day to port consignee alongwith the advance set of above documents

22.3.2 Shipment will be made through ONGC's Forwarding Agent M/s..... who will issue House Air Way Bill which is a negotiable document.

#### **22.4 Part shipment:**

Where part shipment is permitted, the SUPPLIER will ensure the raising of invoice only for those items which are actually shipped. Description and number of items of the invoice must tally with the description and number of items shown in the packing list. Extra payment if any, required to be made by ONGC to Indian Customs/Court authorities due to non fulfilment of these requirements will be recovered from the SUPPLIER.

#### **22.5 CONTAINERISATION OF BULK SUPPLY**

Container will be used for bulk supply only. In case of Full Container Load (FCL), full capacity utilisation must be ensured, otherwise the consignment should be booked in LCLs.

In case of containerized cargo, 14 days detention free period by Shipping company should be obtained and the same got endorsed on the Bill of Lading.

#### **23 SHIPPING DOCUMENTS:**

23.1 The following documents must be sent alongwith shipping documents :-

- (a) Complete set of clean Bill of Lading (Negotiable)/House Airway Bill (negotiable) made to order and blank endorsed wherever applicable. The Bill of Lading/House Airway Bill will

also be endorsed by the shipper freight to pay/freight pre-paid basis as per terms of the order,

- (b) Invoice to be made ultimate-consignee-wise. Invoice showing HSN code of the item, item description, item Standard Unit Quantity Code (SQC) as given in Customs Tariff Heads of Indian Customs, item unit rate, quantity and total value to be made item-wise for each ultimate-consignee as per supply order for customs purposes, in triplicate drawn in the name of Oil & Natural Gas Corporation and duly manually signed by the SUPPLIER/authorised representative. For any inland charges, the SUPPLIER will give a certificate of their correctness for being at actuals. In case spares are supplied free of charge alongwith main equipments, invoice must indicate the value of spares also itemwise, with certificate as under:

"No commercial value, value is being shown for customs purposes only."

- (c) Certificate of test/ inspection from manufacturer.

- (d) Certificate of warranty from manufacturer.

- (e) Certificate of origin from Chamber of Commerce of the exporting country.

- (f) Packing list package-wise and Ultimate consignee-wise, port-wise and container wise giving package marks and numbers should be stencilled on all the sides of the packages etc., for easy identification at the Port to avoid misplacement and loss of packages.

- (g) Insurance certificate policy giving all details where insurance is required to be arranged by the SUPPLIER. Insurance risks should cover upto 90 days after receipt of materials at the port of entry in India.

- (h) Certificate of recent manufacture: The date of manufacture of the finished product/ item/ equipment/ material supplied is not older than one year from the date of shipment.

- (i) Certified that Supplies both as to quantities and value are in terms of the supply order and we undertake to refund forthwith to ONGC any excess amount claimed outside the terms of the supply order.

- (j) Certified that the material covered by invoice has passed the test and inspection and conforms in every way to the correct specifications as per supply order/contract.

- (k) It is further certified that the invoice and other non-negotiable copies (3 sets) of the documents have been despatched each to Port Consignee and Ultimate Consignee vide letter No.....date.....

- (l) Certified that packing of the material against this supply order has been done Port and Consignee-wise as indicated in the supply order and concerned invoice has accordingly been prepared separately for material shipped Port Consignee wise. It is further certified that box-wise/container-wise list has been sent to Port Consignees."

- 23.2 All the invoices shall bear the following certificates, the original copy being manually signed by the supplier or his authorised agent :-

"The material covered by invoice has passed test and inspection of manufacturer and conforms in every way to the contract specifications and is packed in accordance with contract requirements. The invoice is correct in every particular and no other invoice except proforma invoice has been tendered previously in respect of the articles charged for."

- 23.3 It is the responsibility of the SUPPLIER to ensure that shipping documents are despatched promptly after shipment otherwise the expenses, if any, incurred on account of late/defective receipt of documents will be to the account of SUPPLIER which will be deducted from his and/or his agent's bill.

23.4 **Reference of supply order on Bill of Lading/House Airway Bill.**

It will be ensured that supply order number and date is indicated on Bill of Lading/House Airway Bill.

23.5 The supplier must ensure incorporation of the address (es) and fax number(s) of the port consignee(s)-T&S, ONGC in the Bill of Lading/House Airway Bill itself.

24. **ADVICE TO SHIPPING COMPANY FOR ISSUING DELIVERY ORDER**

It will be ensured that immediately after encashment of LC, the SUPPLIER will authorise the concerned Shipping Co. by e-mail/Fax to issue delivery order of the consignment to ONGC's Port Consignee against an undertaking from ONGC that Bank Released Original Document(s) shall be produced after receipt thereof. A copy of the said e-mail / Fax will simultaneously be sent by SUPPLIER to PURCHASER and port consignee.

Any demurrage incurred due to failure on the part of the SUPPLIER to comply with the above requirement, will be to the account of SUPPLIER.

25.0 **NON-INVOLVEMENT OF AGENT/ REPRESENTATIVE/ CONSULTANT / RETAINER/ ASSOCIATE (APPLICABLE WHERE BIDDER HAS INDICATED NON-INVOLVEMENT OF AGENT/ REPRESENTATIVE/ CONSULTANT/ RETAINER/ ASSOCIATE).**

"M/s .....  
.....  
.....

have not indicated in their bid either involvement of any agent/representative or payment of any remuneration therefor in India or abroad. Therefore, no agent's/representative's commission is payable either in India or abroad against this supply order/contract.

However, in case, it is established at any subsequent point of time that SUPPLIER's/Contractor's above statement is not correct or that any other amount or remuneration either in India or abroad is paid/being paid to any one (who is not an employee of the SUPPLIER/Contractor) against this supply order/Contract, the SUPPLIER/Contractor is likely to lose further business with ONGC.

26.0 **PAYMENT OF GST**

In case of import of material, since the responsibility to clear the material from Customs lies with ONGC, the liability for Payment of GST/IGST rests with ONGC.

27.0 **CONCESSIONS PERMISSIBLE UNDER STATUTES**

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 levies like customs duty and 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

28.0 **CUSTOMS DUTY**

The supplier/contractor must indicate HSN classification number alongwith incorporating the technical specifications, in their Invoice against each item supplied against this Supply order/Contract to facilitate customs Authorities to classify each item exactly as per customs tariff and hence to expedite customs clearance of consignment.

29.0 **TERMS OF PAYMENTS**

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

*[Respective Work centre to mention the payment terms as agreed with the OEM i.e on Collection basis or against Letter of Credit etc.]*

**29.1 Bank charges towards letter of credit**

All Foreign Bank charges towards advising negotiation /cable charges and confirmation of Letter of Credit charges will be borne by the SUPPLIER. All Indian Bank charges will, however, be borne by the ONGC.

**29.2 Payment towards Indian Agent Commission (IAC):**

Following documents / details should be furnished while claiming payment towards IAC as per terms of Purchase Order:

- a) Invoice of IAC (stamped pre-receipted bill).
- b) Particulars in respect of Indian Agent, as per requirements for making payments through 'Electronic Payment Mechanism', for which the following details are to be provided:
  - 1. Name & Complete Address of the Indian Agent.
  - 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.
- c) Payment advice (if applicable) against which IAC is claimed.
- d) e-mail ID.

**29.3 Particulars required from foreign suppliers (non-residents as per Income Tax Act, 1961):**

The particulars as per clause C.6 of Annexure-I are invariably required before releasing payments to foreign suppliers, in accordance with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

In addition to the said particulars submitted alongwith the bid, the SUPPLIER should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the SUPPLIER shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, alongwith full details.

TRC (wherever applicable) and Form No. 10F (Appendix -12 of Annexure-I) shall be submitted by the supplier within 15 days from the date of issue of NOA. In cases where PBG is not applicable, supplier shall be required to submit TRC(wherever applicable) and Form No. 10F within 15 days from the date of issue of detailed order.

Supplier should note that any delay in submission of information/documents as per clause C.6 of Annexure-I within the specified time may lead to the Income Tax Department directing ONGC to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the supplier.

**29.4 Payment of the commission/fee/ remuneration of agent/consultant/ representative/retainer/associate of foreign principal.**

The Commission/fee/remuneration will be paid within 30 days of satisfactory receipt and clearance of the shipment (s) at consignee(s) port (s). The payment of the commission will be made in non-convertible Indian currency subject to the condition that the agent/ consultant/ representative/ retainer/ associate sends a stamped pre-receipted bill for the commission

The closing currency exchange rate as applicable on the day prior to the price bid/revised price bid (if any) opening as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal, will be taken into consideration for working out the commission of Indian agent/consultant/ representative/ retainer/

associate. 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.

### 30.0 CORPORATE TAXES

- 30.1 The SUPPLIER shall bear all direct taxes, levied or imposed on the CONTRACTOR 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.

- 30.2 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.

- 30.3 A non-resident Supplier i.e., a Supplier who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has the option to obtain on its own either (A) a Certificate u/s. 195(3) of the Income Tax Act, 1961, or (B) a Certificate u/s. 197 of the Income Tax Act, 1961, and furnish the said Certificate u/s. 195(3) or the Certificate u/s.197, as the case may be, to ONGC along with each of its Invoices. In case the non-resident Contractor wishes to exercise this option, it should convey the same in writing to ONGC within 15 days from the date of issue of LOA/NOA and an option so exercised shall be final and cannot be changed during the currency of this Supply Order. In case an option is so exercised, ONGC shall deduct tax at source in accordance with the directions contained in the Certificate u/s. 195(3) or the Certificate u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

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

- 30.4 In case the non-resident Supplier does not exercise the option in clause 30.3 above, an Order u/s. 195(2) of the Income Tax Act, 1961, for the purpose of deduction of tax at source will be obtained by ONGC from the Indian Income Tax Department, and tax shall be deducted at source by ONGC as directed in the said Order u/s. 195(2).

The Corporation, at its discretion, may obtain a Certificate in Form 15CB from a practicing Chartered Accountant in lieu of obtaining an Order u/s 195(2) from Income Tax Department, and, in such case, TDS shall be regulated as per the said Certificate in Form 15CB

- 30.5 In case the non-resident supplier does not exercise the option in clause 30.3 above, it shall furnish a Tax Residency Certificate within 15 days from the date of issue of LOA/NOA.

- 30.6 TRC (wherever applicable) and Form No. 10F shall be submitted by the supplier within 15 days from the date of issue of LOI. In cases where PBG is not applicable, supplier shall be required to submit TRC (wherever applicable) and Form No. 10F within 15 days from the date of issue of detailed order.

- 30.7 As per the provisions of Section 206AA of Indian Income-tax Act, 1961, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of the Act, is required to furnish its Permanent Account Number (PAN) to the person responsible for deducting tax at source failing which tax is required to be deducted at higher of the normally applicable rate and the rate prescribed by section 206AA which is presently 20%.



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

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

- 30.8 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.

“Notes in respect of Tax Residency Certificate”,

(i) The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a notary public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC.

(ii) During the currency of the Contract / Purchase Order, for the income accrued in different financial years, the Contractor/Supplier should submit TRC(s) and Form No. 10F valid for the entire duration of the contract. In case the validity of a TRC and Form No. 10F expires during the currency of the contract, fresh valid TRC(s) and Form No. 10F should be submitted by the supplier/contractor for the remaining part of the currency of the contract.

(iii) In pure supply cases where installation and commissioning is not involved, the non-resident supplier shall, at its option, submit either TRC and Form 10F OR the authorized signatory of the non-resident supplier shall furnish following declaration, along with the bid:

“I \_\_\_\_\_ (full name of the authorized signatory) in my capacity as \_\_\_\_\_ (designation of the authorized signatory) of \_\_\_\_\_ (full name of the non-resident supplier) do hereby confirm that \_\_\_\_\_ (full name of the non-resident supplier) does not have a business connection in India in terms of the Indian Income-tax Act, 1961, that no tax liability accrues to it in India, and should any tax liability arises in India, the same shall be to its account.

-----  
Signature”

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

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

### 31.0 APPLICABLE LAW AND JURISDICTION

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. i.e.....(work centre to indicate the location).

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

**32. Arbitration and Conciliation**

**32.1 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 re-constitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

4. Upon constitution of the OEC, Chief Legal Services, 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 2) 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 3).

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**

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
<b>Facilities to be provided to the out -stationed member</b>			
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 2 & 3 of this Annexure.

### 32.2 **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.
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.
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, ONGC shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.
11. The seat of the arbitration shall be the place from where the LOA / NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.
12. Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.
13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.

### **33.0 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. The ONGC may decide not to deal with such firm(s) who fail to comply with the above advice.

**34.0 REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE**

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

**35.0 EXPORT / RE-EXPORT CONTROL RESTRICTIONS IMPOSED BY PARENT COUNTRY**

In case there are certain export / re-export control restrictions imposed by parent country of the bidder(s) w.r.t the goods offered by them to ONGC regarding their end use or the end user or regarding their usage in certain other countries, then the bidder can intimate about same while quoting in the ONGC tender(s). Such intimation by the bidder about goods being covered under export control regulations will not lead to rejection of the offer(s) in ONGC tenders. Further, in case of placement of supply order on such bidder(s), it should be stipulated therein that the goods being purchased against this order would be used by ONGC for exploration and exploitation of hydrocarbons in India only. However, if for any reasons whatsoever the end use or end user of these goods is required to be changed or if these goods are to be taken for use in countries outside India, then ONGC would request the supplier to obtain consent from the concerned authority in their country.

**36.0 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.

**37.0 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.

**38.0 PUTTING SUPPLIER ON HOLIDAY DUE TO CANCELLATION OF PURCHASE ORDER.**

In case of cancellation of the purchase order(s) on account of non-execution of the order 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.

**39.0 Submission of forged documents:**

Bidders should note that ONGC may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions,

ONGC shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

**40.0 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 Mandela Marg, Vasant Kunj, New Delhi – 110070.

However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.



**Draft LC Format**

31D	Date of Expiry	DELIVERY PERIOD AND ADDITIONAL ____ DAYS FOR NEGOTIATION OF LC	
	Place of Expiry		
51A	Applicant Bank	BANK DETAIL of ONGC'S WORK CENTRE PLACING THE PURCHASE ORDER	
50	Applicant	OIL AND NATURAL GAS CORPORATION LTD ____ (ADDRESS OF THE WORK CENTRE PLACING THE PURCHASE ORDER) ____	
59	Beneficiary	M/s -----	
32B	Currency Code	AS PER THE PURCHASE ORDER (.....)	
	Amount	AS PER THE PURCHASE ORDER (.....)	
41A	Available with (Bank Name, if any)	BENEFICIARY BANK DETAILS, ACCOUNT NO., SWIFT CODE ETC .	
	Available By		
42 A	Drawee	(ONGC WORK CENTRE BANK) _____, INDIA	
43P	Partial Shipments and Part Payments	Not Allowed/ Allowed (Depending upon PO conditions), <b>No of lots may be specified if allowed</b>	
43T	Transshipment	Not Allowed	
44 E	Port of Loading/ Airport of Departure		
	TERMS OF DELIVERY		
44 F	Port of Discharge/Airport of Destination	AS MENTIONED IN THE PURCHASE ORDER	
44 C	Latest Date of Loading on board/dispatch/taking in charge	AS PER PURCHASE ORDER	
45 A	Description of Goods	SUPPLY OF SPARES FOR _____ FROM M/s _____, AGAINST PO: _____ DATED: _____	
		Following Documents should be sent by negotiating bank directly to (ONGC Bank Name & Address), INDIA by REPUTED COURIER.	
46A	Documents Required	A	Signed Invoice in duplicate, showing item wise value as per PO, drawn in the name of ONGC giving details of goods shipped (i.e. material code, part nos., description, quantity, rate) and their respective values, strictly in accordance with the PO/CONTRACT No _____ Dated _____ in the name of ONGC Ltd., Each invoice shall mention the PO No /date and L/C no and date and shall bear the following

			certificate/ details, the original copy being manually signed by the supplier or his authorized representative
			i. The material covered by Invoice has passed test & inspection and confirms in every way to the purchase order specifications.
			ii Supplies of both quantities & value are in terms of the purchase order and we undertake to refund forthwith to ONGC any excess payment claimed outside the terms of the purchase order.
			iii. The invoice has been submitted indicating item wise value and description maintaining the serial no. of purchase order.
			iv. The supplier must indicate HSN classification no. in the invoice against each item supplied
			v. GSTIN registration number of ONGC ----- -----
			vi. Place of Supply as ONGC -----
		B	<b>Packing List:</b> Packing List must be Package Wise and Port Wise and Container Wise giving Package marks and numbers. It should be stenciled on all the sides of the packages etc for easy identification at the port to avoid misplacement and loss of packages.
		C	House Bill of Lading should be drawn to indicate as under:  a) Shipper: b) Ultimate consignee: I/C Receipt,-----, ONGC -----India.Tel No: -----, Fax: ----- c) Port Consignee: Officer-in-charge T&S , Oil & Natural Gas Corporation Ltd., ONGC d) Bill of Lading should also indicate the name and address of the importer, port consignee as well as _____ Bank, (Name and Address of the bank of ONGC), as notify parties. e) Material description: ----- --. f) The supplier must ensure incorporation of the address & Fax numbers of the port Consignee-T&S ONGC _____ in Bill of Lading/Airway Bill itself.
		D	Certificate of Warranty and guarantee from _____
		E	Certificate of Test and inspection from-----
		F	Certificate of origin from Chamber of Commerce of _____ (please specify country/territory)
		G	Certificate of recent manufacture: The date of _____

			manufacture of the finished product/ item/ equipment/ material supplied is not older than one year from the date of shipment.
		H	Certificate that one copy of invoice and packing list has been pouched outside the packing boxes in case of packages.
		I	Certificate that the invoice and other non-negotiable copies of the documents have been dispatched each to order placing authority, port consignee and ultimate consignee vide letter no....dated.... OR E-mail dated -----.
47A	Additional Documents/ Conditions , if any	1	Immediately after dispatch, The following details should be faxed/emailed: Name of Vessel ,/Flight No. and date, Bill of Lading /AWB/HAWB. no. and date. , L/C No and date Invoice no., date and value, no. of packages/cases with dimension, gross/net weight, date of departure, date of arrival At _____ port, name of shipper, Purchase order no and date.
		2	All discrepant documents, irrespective of the nature of discrepancy should be accepted strictly on approval basis by the negotiating bank so that the payment can be made only after prior approval of the importer.
		3	The supplier should comply all the terms and conditions of purchase order no.- _____. All expenditure/penalty including demurrage incurred due to late submission or submission of discrepant/ deficient/ defective documents by Supplier, shall be to Supplier's account and same will be recoverable from the payment to Supplier.
71 B	Charges (If not specified, on a/c of Applicant)		ALL FOREIGN BANK CHARGES TOWARDS ADVISING/NEGOTIATION, CABLE CHARGES AND CONFIRMATION WILL BE BORNE BY FOREIGN SUPPLIER.  LC amendment charges, due to beneficiary's fault, to be recovered from the proceeds of the bill prior to effecting remittance to the beneficiary under LC at the time of negotiation of documents.
48	Period for Presentation for payment, acceptance or negotiation (if not specified, 21 days by default)		WITHIN _____ DAYS FROM THE DATE OF SHIPMENT BUT WITHIN THE VALIDITY OF LETTER OF CREDIT
78	Instructions to the Negotiating/Accepting/ Paying Bank (including indication regarding pre-notification of a reimbursement claim or pre-debit notification to the issuing bank)		1.DOCUMENTS TO BE FORWARDED BY COURIER TO _____ BANK, _____(Address of bank),INDIA. 2.DISCREPANT DOCUMENT TO BE REFERED TO IMPORTER FOR CLEARANCE BEFORE PAYMENT. 3.EXCEPT AS OTHERWISE EXPRESSEDLY STATED THIS CREDIT IS SUBJECT TO THE UCPDC (2007 REVISION) ICC PUBLICATION 600
57a	'Advise Through' Bank – (if		

	different from Receiver through which the DC is to be advised/confirmed)	
72	Sender to receiver additional Information	

**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:

**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.

## Standard Tender Document for Procurement of OEM Spares (Indigenous)

## ANNEXURE-I

## INSTRUCTIONS TO BIDDERS

## A: INTRODUCTION

**1. TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**2. ELIGIBLE GOODS AND SERVICES**

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

2.2 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.

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

**3. COST OF BIDDING**

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

**1. CONTENT OF BIDDING DOCUMENTS**

1.1 The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of following:

<b>ANNEXURE I</b>	:	<b>Instructions to Bidders</b> with following Appendices
Appendix 1	:	Check List
Appendix 2	:	Acceptance of Terms And Conditions
Appendix 3	:	No Banning declaration
Appendix 4	:	Undertaking for genuinity of the documents submitte
Appendix 5	:	Proforma For Certificate on Relatives Of Directors Of ONGC
Appendix 6	:	Lowest Price Undertaking
Appendix 7	:	Bank details
Appendix 8	:	Authorisation Letter For Attending Tender Opening
Appendix 9	:	Price Schedule
Appendix 10	:	High sea sales agreement (Work center to incorporate, wherever Applicable)
<b>ANNEXURE II</b>	:	<b>General Terms and Conditions</b>
<b>Appendix-1</b>	:	Proforma for intimation regarding readiness of materials for stage/final inspection
<b>Appendix-2</b>	:	Declaration of independence and impartiality by OEC Member
<b>Appendix-3</b>	:	Statement of claim(s)/counter claim(s)
<b>ANNEXURE III</b>	:	List of Spares/RFQ required (To be provided by Work center)
<b>ANNEXURE IV</b>	:	Integrity Pact (if applicable)

## C. PREPARATION OF BIDS

**1. LANGUAGE AND SIGNING OF BID**

- 1.1 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.
- 1.2 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.
- 1.3 The original bid should be signed manually by the POA/authorised signatory(ies) of the bidder. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.
- 1.4 Bidder can submit the bid through e-mail also, which should be followed up with the physical bid, duly signed, within 15 days.
2. **Submission of 'Check List' duly filled-in, to re-confirm compliance with tender requirements:**  
Bidder to submit the checklist, enclosed with Annexure-I of the bidding document, duly filled in signed and stamped on each page by authorised signatory who has been authorised to sign the bid.

### **3.0 DOCUMENTS COMPRISING THE BID**

- 3.1 The bid prepared by the Bidder shall comprise of the following components, duly completed:
  - a) Back-up Authority Letter alongwith warranty cover of OEM, in case bidder is not OEM.
  - b) Check List as per attached Appendix -1
  - c) Acceptance of Terms and Conditions as per attached Appendix- 2.
  - d) Declaration for No Banning as per attached Appendix -3
  - e) Undertaking for genuinity of the documents submitted as per attached Appendix -4
  - f) Proforma for Certificate on Relatives Of Directors of ONGC as per attached Appendix 5
  - g) Lowest Price Undertaking as per attached Appendix -6
  - h) Integrity Pact(IP) (applicable for tenders above Rs 1 crore). Bidder should submit Integrity Pact (which is issued along with the bidding document), along with bid duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.
  - i) Bidders should be registered under GST law and submit copy of valid registration certificate.
  - j) 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.
  - k) Bank details as per attached Appendix -7
  - l) Authorisation Letter for Attending Tender Opening as per attached Appendix-8
  - m) Duly filled in Price Schedule as per attached Appendix 9

### **4.0 PRICE SCHEDULE**

- 4.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.
- 4.2 **Bid Prices**
  - 4.2.1 Indian Bidders must quote firm FOR destination price by rail or road, as per the Price Schedule attached with the bid document.



4.2.2 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.

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

#### 4.3 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

4.3.1 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.

#### 4.4 CONCESSIONS PERMISSIBLE UNDER STATUTES

4.4(a) 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.

- 4.4(b) 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 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.

## 5.0 INCOME TAX LIABILITY

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

## 6.0 TERMS OF PAYMENT

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

6.2. **Mode of Payment:**

ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS).

Bidders should invariably provide the Bank particulars and other details as per the attached Appendix - 7, alongwith their offers.

## 6.3 Payment against document negotiation through bank:

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) 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.
- (b) Documents are negotiated through State Bank of India.
- (c) The original invoice should accompany the following documents/details:
  - a) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
  - b) Mobile No. (Optional).
  - c) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately, etc. Supplier should ensure that the GST registration number indicated in the Tax Invoice is same as GST Registration number submitted to ONGC at the time of bidding.
  - d) Proof of despatch (RR/GCN/LR etc.) freight paid/ to be billed basis (as per terms of delivery)
  - e) 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).
  - f) QCC or TPI (as applicable) Report for satisfactory inspection.
  - g) Warranty / Guarantee Certificate.
  - 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) e-mail ID.
- j) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

#### **6.4 Payment against Direct Delivery at ONGC stores:**

The payment against clear (undisputed) bills/invoices submitted by the vendor will be made by ONGC through Electronic Payment Mechanism, within 21 (twenty one) calendar days from the date of submission of bills/invoices complete in all respects.

The original invoice should accompany the following documents/details:

- a) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- b) Mobile No. (Optional).
- c) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately, etc. Supplier should ensure that the GST registration number indicated in the Tax Invoice is same as GST Registration number submitted to ONGC at the time of bidding.
- d) Proof of delivery in case of direct / door delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material in good condition)
- e) QCC or TPI (as applicable) Report for satisfactory inspection, wherever pre-despatch inspection is applicable.
- f) Warranty/ Guarantee Certificate.
- g) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
- h) e-mail ID.
- i) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

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.

#### **7.0 CONCESSIONAL RATE OF GST ON SUPPLY OF GOODS**

- 7.1 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.
- 7.2 Also in terms of Notification No. 50/2017-Cus dated 30.06.2017 (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 Basic Custom Duty(BCD) 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.
- 7.3 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.

#### **8.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

- 8.2 Bidders to take note that their standard conditions of sales submitted along with bid are not acceptable.

#### **9.0 PERIOD OF VALIDITY OF BIDS**

- 9.1 The Bid shall be valid for acceptance for the period as indicated in NIT/RFQ and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.
- 9.2 The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

#### **10.0 TELEFAX / e-MAIL / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:**

- 10.1 Telefax / Photocopy bids and bids with scanned signature will not be considered.  
E-Mail offers may be considered provided such offers are followed by confirmatory copy within 15 days of the date of receipt of offer.

### **D. SUBMISSION AND OPENING OF BIDS**

#### **1.0 SEALING AND MARKING OF BIDS.**

##### **1.1 Single Bid System**

The original copy of the Bid is to be submitted in a double cover. The inner cover should be sealed and superscribed as "Tender Number ..... and due for opening on.....". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids.

##### **1.2 DEADLINE FOR SUBMISSION OF BIDS**

- 1.2.1 The Bid must be received by the Purchaser at the address specified in Invitation for Bids not later than 1400 Hrs (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 1400 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

##### **1.3 OPENING OF BIDS:**

The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid/Request for Quotation". 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 ----- hereto must be forwarded to this office alongwith 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.

In case the bid is received early same may be opened as and when received with due intimation to the bidder so that the bidder or his authorised representative may be present at the time of opening of bid

### **E. EVALUATION OF BIDS**

#### **1.0 CLARIFICATIONS OF BIDS:**

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.

### **F. AWARD OF CONTRACT**

#### **1.0 VARIATION IN QUANTITY**

ONGC is entitled to increase or decrease the quantities against any/all the items of the tender. ONGC can also add any new item or delete any existing items

## **2.0 NOTIFICATION OF AWARD**

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

2.2 This notification of award (NOA) will constitute the formation of the contract.

## **3.0 SIGNING OF CONTRACT**

3.1 Within 15 days from issue of NOA, ONGC will issue the Purchase order duly signed incorporating the mutually agreed Terms and conditions and Prices which shall constitute the Purchase order.

## **4.0 CORRESPONDENCE**

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

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

## **5.0 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).

6.0 **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](http://www.tenders.ongc.co.in). The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC or with concerned Director of ONGC or directly with the IEM c/o Chief Vigilance Officer, ONGC, Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070."

### Note:

- (i) IEMs would not consider any representation received after the oral submission has already been made by the representing bidder unless some additional documents or clarifications have specifically been sought by IEMs from the representing bidder.
- (ii) IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP.

## **7.0. Submission of forged documents:**

Bidders should note that ONGC may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, ONGC shall immediately reject the bid of such bidder(s) or cancel/terminate the contract.

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 including banning of supplier may be initiated by ONGC at its sole discretion.

8.0 **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.

**9.0. 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.

**10. High Sea Sales (Work center to incorporate the clause, wherever Applicable):**

1. The procurement of specified goods under under Sl. No. 404 of N/N 50/2017-Customs dated 30.06.2017 (As amended), on payment of concessional rate of Custom Duty (BCD-Nil, IGST-5%) for petroleum operations can also be availed for the goods which are not imported directly by ONGC but through an Indian Supplier on High Sea sales basis who imports the goods from his Foreign Suppliers provided statutory government guidelines are followed (i.e. condition of customs notification and procedure of High Sea Sale).
2. Orders on High Sea Sales basis shall be placed only on such domestic firms who are the OES (Original Equipment Supplier) or the subsidiaries / Joint Venture companies / Authorised Dealers / Distributors / stockists of OEM.
3. The Indian Supplier should arrange for despatch of goods from the foreign Supplier, freight paid, through his freight forwarder and duly insured (Marine Transit Insurance) on warehouse-to-warehouse basis, all included in the CIF (Indian Port) cost, which will be indicated in the supply order.
4. The freight forwarder/supplier should inform the concerned port consignee and the MM department about the despatch and arrival of cargo.
5. Immediately on shipment of the material from the foreign port, the Indian supplier should send to the concerned MM department, the original High Sea Sales agreement (as per the format enclosed at Appendix 10 to Annexure-I of this tender document), duly signed by the Indian supplier on the date after the cargo is despatched (and well before it crosses the Indian customs barrier). The Indian supplier should also endorse the Bill of Lading/ Air Way Bill in the name of ONGC when the material is in transit/ on High Seas.
6. Indian supplier should also simultaneously; send a copy of the non-negotiable set of the documents referred in 46.8 below, to concerned MM and finance sections.
7. Indian supplier must ensure that the freight forwarder provides a non-negotiable copy each of AWB/Bill of Lading, Invoice of foreign supplier and detailed packing list of the foreign supplier, to the Port Consignee, well before the arrival of cargo at the port of discharge

8. ONGC will sign the original High Sea Sales agreement so received from the Indian supplier, on a date after the cargo is despatched but before it crosses the Indian customs barrier and send the same to ONGC T&S section.
9. The Indian supplier should also forward, without delay, the following negotiable set of documents through bank for payment by the concerned finance department:
  - a. Original invoice of the foreign supplier either on Ex-works or FOB or C&F Value, raised on the Indian supplier.
  - b. Original invoice of the Indian supplier raised on ONGC.
  - c. Negotiable copy of the Bill of Lading/ Air Way Bill duly endorsed in the name of ONGC.
  - d. Letter in duplicate by Indian supplier on their letterhead addressed to customs/ octroi agreeing for sale of goods to ONGC on high sea sales basis.
  - e. Importer-Exporter Code of the Indian Supplier
  - f. Detailed packing list of the foreign supplier, relating to Bill of Lading/AWB referred at (c) above.
10. The supplier should ensure that various formalities as stated above and the documents as stated above are forwarded in time to ensure release of documents from the bank without any delay so as to avoid demurrage. In case of unavoidable delays on the part of the Indian supplier, the Indian supplier must instruct his freight forwarder to issue the delivery order to T&S, ONGC without insisting for the negotiable set of documents. Any demurrage / penalties on account of delays by the Indian supplier in forwarding negotiable set of documents duly endorsed in the name of ONGC shall be borne by the Indian Supplier.

**CHECK LIST**

1. The check-list duly filled and signed by the Authorized signatory of the bidder must be returned along with the offer.

2. Please tick the box whichever is applicable

SI No	Clause	Confirmation	Remarks
1.	If the Bidder is OEM.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
2	If the Bidder is not OEM, whether a copy of the valid Back-up Authority Letter alongwith warranty cover of OEM has been enclosed with the bid	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
3.	Bidder hereby confirms acceptance of all Terms and Conditions of tender document	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
4.	Bidder hereby confirms Delivery Period as per RFQ	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
5.	Bidder hereby confirms acceptance of payment terms as per Tender Document	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
6.	Bidder hereby confirms validity of bid as per tender/RFQ requirement.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
7.	Whether details of your registration under GST have been indicated in the offer and a copy of the GST Registration Certificate has been enclosed with the offer?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
8.	Whether the materials being offered fully conform to the required technical specifications/ Part Nos.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
9	Whether interchangeability certificate has been enclosed, wherever there is change in part numbers ?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
10.	Whether the offer has been signed by authorized signatory duly indicating full name and designation of the authorized signatory	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
11.	Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
12	Whether firm prices have been quoted and are as per price schedule	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
13	Has the bidder submitted International Published Price List / standard price list of OEM and copies of previous purchase orders placed by other customers (other than ONGC)?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	If 'NO' then specify reason



14	Has bidder submitted their bid in original through courier?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
15	Whether bidder is MSME vendor and a copy of the registration certificate has been enclosed / attached with the bid?	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
16	Whether Integrity Pact(IP) duly signed by the authorized signatory on each page along with the signature of the witnesses have been attached with the bid (applicable for tenders above Rs 1 crore)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
17	Whether Bidder confirms that they have read the ONGC's "Policy on Climate Change & Sustainability" and they are working upon to develop their policy as well (refer clause 8.0 of Instructions to Bidders).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
18	Has Bidder submitted following undertaking / Declaration signed by authorised signatory?		
	a) Acceptance of terms and conditions. (Appendix-2).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	b) Declaration for No Banning (Appendix-3).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	c) Undertaking for Genuinity of the documents submitted . (Appendix-4).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	d) Certificate on relatives of directors of ONGC. (Appendix-5).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	e) Lowest Price Undertaking (Appendix-6).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	f) Bank details etc. (Appendix- 7).	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	g) Price format duly filled in (Appendix-9 )	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
	h) High sea sales agreement , if applicable (Appendix-10)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	

:

Place...  
Date...

Authorised Signatory of bidder

*(To be provided on **company letterhead** in original with signature of authorized signatory)*

**ACCEPTANCE OF TERMS AND CONDITIONS**

Dated:.....

To,

Oil & Natural Gas Corporation Ltd.

.....  
.....

Dear Sirs,

Tender No:-

Bidders Reference No:-

Dated:-

We have accepted all the terms and conditions of this tender document in toto.

Authorised Signatory of bidder

Place...

Date...

*(Declaration needs to be provided on **company letterhead** in original with signature of authorized signatory)*

**DECLARATION FOR NO BANNING**

**(Tender No:- \_\_\_\_\_)**

It is declared that neither M/s \_\_\_\_\_, 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

Authorised Signatory of bidder

Place  
Date...

*(Undertaking needs to be provided on **company letterhead** in original with signature of authorized signatory)*

**UNDERTAKING FOR GENUINITY OF THE DOCUMENTS SUBMITTED**

Dated:.....

To,

Oil & Natural Gas Corporation Ltd.

.....  
.....

Dear Sirs,

Tender No:-

Bidders Reference No:-

Dated:-

We hereby give an undertaking that all the certificates / documents /information submitted against this 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 including banning of supplier may be initiated by ONGC at its sole discretion.

Authorised Signatory of bidder

Place...

Date...

*(To be provided on **company letterhead** in original with signature of authorized signatory)*

**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, 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 bidder

Place...  
Date...

*(To be provided on **company letterhead** of OEM in original with signature of authorized signatory)*

**LOWEST PRICE UNDERTAKING**  
(Tender No:- \_\_\_\_\_)

"We hereby certify that the prices being quoted by us (OEM) / our Authorised dealer/distributor against this tender for the specific part numbers are not more than what we charge to other customers for that specific part number".

Authorised Signatory of OEM

Place...  
Date...

**BANK DETAILS AND OTHER DETAILS**

<u>1</u>	Name & Complete Address of the Supplier / Contractor as per Bank records	
<u>2</u>	Name & Complete Address of the Bank with Branch details	
<u>3</u>	Type of Bank account (Current / Savings/Cash Credit)	
<u>4</u>	Bank Account Number (indicate 'Core Bank Account Number', if any).	
<u>5</u>	IFSC / NEFTCode (11 digit code) / MICR code, as applicable, <b>alongwith a cancelled cheque leaf.</b>	
<u>6</u>	Permanent Account Number (PAN) under Income Tax Act;	
<u>7</u>	GST Registration Number.	
<u>8</u>	e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."	
<u>9</u>	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.	

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

Authorised Signatory of bidder

Place...  
Date...

**APPENDIX -8**

**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

Authorised Signatory of bidder

**Copy to:** Mr.....for information and for production before the \_\_\_\_\_ (MM)\_\_\_\_\_ at the time of opening of bids.



## APPENDIX -9

### PRICE BID FORMAT

Due Date.....

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

Bidder's offer No.....  
Currency: INR

Sl No	Description of Material/Services	HS N Code	Quantity	UOM	Rate per unit (Excluding GST)	Total (Excluding GST)	GST rate (%)	GST amount	Total (including GST)
(a)	(b)	(c)	(d)	(e)	(f)	(g)= (d*f)	(h)	(i)=(g)*(h)/100	(j)=(g+i)
	Total								
	Packing and Forwarding Charges								
	Freight upto Ultimate Consignee (To be specified)								
	Insurance								
	Total FOR Destination Value (In figures and Words)								

#### Note

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

\*\* Work centres must mention specifically with regard to applicability of concessional GST against issue of Essentiality Certificate (if applicable)

Work centres may modify the above Price Schedule Proforma, if required.

Authorised Signatory of bidders  
Signature with Seal

Place...  
Date...

**High Sea Sales Agreement**  
(On Non judicial Stamp paper of appropriate value)

Agreement No. \_\_\_\_\_

Dated: \_\_\_\_\_

Subject:

This agreement between \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "Seller") on ONE PART

And

Oil and Natural Gas Corporation Limited, having its registered at 124, Connaught Circus, Jeevan Bharti Building, Tower-II, New Delhi (hereinafter referred to as "Buyer" ) on the OTHER PART.

Whereas the Seller has made an offer to the Buyer for sale of \_\_\_\_\_, vide quotation No. \_\_\_\_\_ dated \_\_\_\_\_

Whereas, the Buyer has accepted the above mentioned offer of the Seller and accordingly placed purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ .

Whereas the Seller in his above mentioned quotation has offered to sell the goods to the Buyer on 'High Sea Sales' basis and the Buyer has accepted the terms of High Sea Sales.

Now this agreement witnessed as follows:

1. Name and Address of Buyer : ONGC  
Address of the work centre.
2. Description of Goods.
3. Quantity.
4. Name of foreign Supplier / Source of Supply
5. Name of freight forwarder / Ship / Vessel / flight
6. Bill of lading No. and date / Master AWB No. / House AWB No. and date.
7. Port / Airport of Despatch
8. Consideration/ Payment to Indian Supplier.
9. Invoice No. and date
10. Consignee Port
11. Country of origin
12. Customs duty ( To be paid by the buyer directly to Customs Authority wherever applicable, otherwise Nil against EC for the material meant for PEL/ML areas)
13. Taxes / Govt. levies: No Sales Tax shall be charged or levied as the goods are being sold and delivered to the buyer on High Sea Sales basis. This sale is considered to have been completed on handing over of the endorsed Bill of lading /AWB and the invoice and material accepted by ONGC. Title

of the goods stands transferred to the buyer on handing over of the BL / AWB and invoice duly endorsed in favour of the buyer when the goods are on High Sea.

14. Insurance: Seller to submit Marine Transit Insurance policy with due endorsement in favour of ONGC at the time of sale, along with transfer of rights of subrogation in favour of ONGC.

15. Clearance of goods: The sale being a high sea sale, the buyer would make his own arrangement for Custom clearance at Consignee Port/ Airport. Customs handling and clearance charges will be to the account of buyer.

16. Payment: As per PO No. \_\_\_\_\_

17. The Buyer undertakes to forward the Exchange control copy of the Bill of entry, under which they would clear the goods, to the seller after getting the same duly authenticated by the Customs Authorities.

18. IEC Code of the buyer is \_\_\_\_\_.

Above mentioned Parties entered into a contract on High Sea Sales basis for the goods specified above subject to terms and Conditions mentioned above and herein under:

1. On the basis of PO placed by Buyer for the goods specified herein on the \_\_\_\_\_ seller, the Seller has placed Order No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s \_\_\_\_\_ (Name of Foreign supplier) which is sea freighted / air freighted as per schedule furnished above. The seller has agreed to the sale and the Buyer has agreed to purchase the Consignment on High Sea Sales Basis for the amount specified above.

2. Based on the PO No. \_\_\_\_\_ dated \_\_\_\_\_ (ONGC order No. and date), the payment terms committed by the buyer, the seller hereby transfers the title of the goods to the Buyer through this contract.

3. Customs duties, Port charges, Insurance, demurrage , wharfage and other incidentals etc. shall be as per clause \_\_\_\_\_ of the PO No. \_\_\_\_\_ dated \_\_\_\_\_ (ONGC order No. and date).

4. All other Taxes and applicable duties shall be as per PO No. \_\_\_\_\_ dated \_\_\_\_\_ (ONGC order No. and date).

5. High Sea Sales shall be subject to Force majeure.

6. The Buyer undertakes to forward the Exchange control copy of the Bill of entry, under which they would clear the goods, to the seller after getting the same duly authenticated by the Customs Authorities.

7. Any amendment and supplements to this contract are valid only if they are agreed to by both the parties in writing and signed by the authorised representatives of both the parties.

8. The High Sea Sales contract signed by both the parties to this contract would be irrevocable until all such acts as specified herein have been completed.

IN WITNESS WHEREOF the Seller and the buyer hereto have set their respective hands on the date mentioned above.

BUYER : ONGC

SELLER: Name of the Indian Supplier.

For the Buyer.

For the Seller.

Witness.

Witness.

## General Terms and Conditions

- 1 DEFINITIONS :**  
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 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.
- 1.5 DELIVERY PERIOD :**  
Shall mean the date by which shipment/airfreighting/despatch, as indicated in the ORDER, is affected.
- 1.6 DESTINATION :**  
Shall mean the location of the consignee for which this ORDER has been issued.
- 1.7 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.
- 1.8 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.
- 1.9 SPECIFICATIONS :**  
Shall mean and include detailed description, Part number, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the ORDER.
- 1.10 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.
- 1.11 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

- 1.12 **F.O.R. /Ex-works.**  
Shall mean the terms as explained in INCO Terms.
- 1.13 **EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER**  
Unless otherwise specified to the contrary, the date of **Notification of award (NOA)** indicating following details will be start of the contract for all practical purposes.
- (i) Prices
  - (ii) Price basis
  - (iii) Delivery Schedule
  - (iv) Payment terms
2. **SCOPE OF ORDER**
- 2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.
- 2.2 The SPARES 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.
- 3.0 **LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/ MATERIALS:**  
The SUPPLIER hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to ONGC.
- 4.0 **ACCEPTANCE OF OFFER**
- The issue of purchase order / NOA constitutes the Contract between the Parties. The Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety.
- 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 Email or facsimile and confirmed in writing to the party's address.
- 6.0 **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 mutually agreed by both parties and 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.
- 7.0 **WARRANTIES AND GUARANTEES :**  
(MATERIALS AND WORKMANSHIP)
- 7.1 SUPPLIER shall fully warrant that all the Spares/Items 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 item/ material, the finished item/ material shall in no case be of a date of manufacture older than one year from the date of its shipment/despatch.
- 7.2 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 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 /or 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/defective parts satisfactorily within a reasonable period, then the cost of the said goods as per purchase order would be reimbursed to ONGC within a reasonable time.

- 7.3 In case defects are of such nature that spares/items shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the spares/items at his costs after giving necessary undertaking or security as may be required by ONGC. 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.
- 7.4 Spare parts/Items thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.
- 7.5 PERFORMANCE GUARANTEE: SUPPLIER shall guarantee that the "performance of the MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

## **8.0 REJECTION:**

If ONGC finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or 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 days 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.

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.

## **9.0 Extension/cancellation of Purchase order:**

If the supplier fails to deliver the spares 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, ONGC may,

- (i) Accept delivery of such delayed supplies through an extension in delivery period
- Or
- (ii) Cancel the supply order or a portion thereof by serving prior notice to the supplier.

## **10 INSPECTION OF MATERIAL :**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.
- 10.5 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
- 10.6 The SUPPLIER shall give at least 10 days advance notice to inspection authority in format placed at Appendix 1 in case inspection is to be carried out at the supplier's premises.

- 10.7 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.
- 11 SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS**
- 11.1 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.
- 11.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.
- 12 VARIATION IN QUANTITY**
- ONGC is entitled to increase or decrease the quantities against any/all the items of the tender.
- 13 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.
- 14 INTER-CHANGEABILITY OF PARTS :**
- 14.1 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."
- 14.2 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.
- 14.3 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.
- 15 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.
- 16 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, Flood directly affecting the performance of the Contract 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.

#### **17 LANGUAGE/ TERMINOLOGY :**

The SUPPLIER shall ensure that the language/terminology/Description of goods used in supply order/Invoice and all documents related to supply order is verbatim in English and not at variance.

#### **18 PACKING & MARKING :**

The SUPPLIER shall consign the materials in worthy packing conforming to the prescribed standards in force to withstand journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of FOR destination contracts from SUPPLIER'S 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.

18.1 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.

#### **19 PAYMENT OF GST ON SUPPLY OF GOODS:**

'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 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 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 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 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 to ONGC during extended period of the contract/ supply order will be to the account of ONGC.

- 19.1 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 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, the tax rates and the amount of applicable tax (i.e. CGST, IGST, SGST/UTGST and cess).
- (iv) HSN or SAC of goods
- (v) Supplier should mention the Place of Supply in its invoice as per GST legislations

Note: Supplier 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.

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

### 19.3 CONCESSION PERMISSIBLE UNDER STATUTES

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.

## 20 TERMS OF PAYMENTS

- 20.1 The terms of payment shall be as stipulated in main body of the purchase order. ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS).

*[Respective Work centre to mention the payment terms as agreed with the OEM i.e against negotiation of dispatch documents through bank or against direct delivery at ONGC stores.]*

## 21 CORPORATE TAXES:

- 21.1 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.

21.2 Tax (TDS) 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.

21.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, any person entitled to receive any sum or income or amount, on which TDS is deductible under the provisions of the Act is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source failing which TDS shall be deducted at higher of (i) the rate specified under the relevant provisions of the Act (ii) the rate of tax in force i.e., the rate prescribed by the relevant Finance Act (iii) 20%.

In case the sums payable to the SUPPLIER are subject to TDS and the SUPPLIER does not furnish its PAN, CORPORATION shall deduct tax at source at the applicable rate of TDS as prescribed by the Act or by the relevant Finance Act or the rate prescribed by section 206AA (which is presently 20%), whichever is higher.

21.4 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 total sales/gross receipts/turnover of the supplier during the financial year immediately preceding the relevant financial year exceed Rs. 10 crore;

b. The aggregate value of consideration for goods sold to ONGC during the relevant financial year exceeds Rs. 50 Lakh and TCS has been charged on consideration in excess of Rs. 50 lakh;

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 in prescribed Form would be issued to ONGC within the statutory time limit.

TCS amount charged by Vendor on the last bill of the supply order will be released only after submission of TCS certificate or TCS challan by Vendor to ONGC.

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

21.5 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.

## **22. APPLICABLE LAW AND JURISDICTION**

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. ie.....(work centre to indicate the location )

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.

**23. Arbitration and Conciliation**

**23.1 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 endeavors 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 has 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 2) 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 3).
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**

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
<b>Facilities to be provided to the out -stationed member</b>			
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	Contractor

		to austerity measures, if any, ordered by Govt of India.	
vi	Transport to and from 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.

## 23.2 **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.
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 are 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 have 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.

**24 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 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.

**25 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.

**26 REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE**

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

**27 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.

**28 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.

**29 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 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 on-going 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 on-going 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 on-going tender.

**30 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.

**31. 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 Mandela Marg, Vasant Kunj, New Delhi - 110070.

However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

**32 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 TREDIS 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 TREDIS 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).

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

**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:

**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.