

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. ELIGIBLE BIDDERS

1.1 The bid should be from actual manufacturers.

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

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

1.4 Provision deleted vide BL/02/46 dated 03.05.2010

(Circular No. 24/2017 dated 21.06.2017)

2.0 TENDER FEE - NIL

2.1 - Deleted -

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

3. TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4. ELIGIBLE GOODS AND SERVICES

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

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

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

5. COST OF BIDDING

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

B: THE BIDDING DOCUMENT

6. CONTENT OF BIDDING DOCUMENTS

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

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

Appendix 1 : Bidding Document Acknowledgement proforma
Appendix 2 : Bid submission proforma
Appendix 3 : Bid submission Agreement proforma.
Appendix 4 : Bid Bond Bank Guarantee proforma
Appendix 5 : Check List.
Appendix 6 : Deleted.
Appendix 7 : Proforma of Bidder's past supplies
Appendix 8 : Proforma of Information on Bidder
Appendix 9 : Proforma of Price Schedule.
Appendix 10 : Proforma of Authorisation Letter for attending
Tender Opening
Appendix 11 : Proforma of Certificate on Relatives of Directors
Appendix 11A : Extract of Section 297/299 of the Companies Act,
1956

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

Appendix 1 : Proforma of Performance Bond Bank Guarantee.
Appendix 2 : Proforma for intimation regarding readiness
of materials for stage/final inspection.

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

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

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

7. AMENDMENT TO BIDDING DOCUMENTS

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

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

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

C. PREPARATION OF BIDS

8. LANGUAGE AND SIGNING OF BID

(Circular No. 24/2017 dated 16.07.2017)

8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, **duly authenticated by local Chamber of Commerce of bidder's country**, in which case, for purposes of interpretation of the bid, the translation shall prevail.

8.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 11 of Annexure-I. The prescribed proforma at Appendices of Annexure I, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

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

8.4 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

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

8.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.

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

8.8 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organisation. Each bid shall be signed by a duly authorised officer and in the case of a Corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal.

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

8.10 The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. ONGC may reject outright any bid not supported by adequate proof of the signatory's authority (Part provision deleted vide BL/02/14 dated 4.7.03)

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

8.12 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

(BL/02/38 dated 12.08.2009)

8.13 The original bid should be signed manually by the 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.

(BL/02/41 dated 02.12.2009)

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

9.1 Advice to bidders for avoiding rejection of their offers:

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

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to ONGC's terms, conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers.

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

Bidders should submit the 'Bid Matrix' (as enclosed with the bid document) duly filled-in, so as to re-confirm compliance with each of the requirements of BEC and other important conditions of the tender. Each such confirmation should be clearly stated in the 'Bid Matrix' indicating "Confirmed" or "Not Confirmed", as applicable. Further, against each such confirmation, bidders should also indicate the reference/location (page No. / Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document. Each entry in the 'Bid Matrix' must be filled-in in indelible ink (entries written in pencil will be ignored). Further, each page of the 'Bid Matrix' and the corrections/overwriting/erasures (if any) should be signed manually by the person (or, persons) signing the bid.

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

9.3 Pre-bid conference (Wherever applicable)

9.3.1 In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid conference shall be held so as to provide an opportunity to the participating bidders to interact with ONGC with regard to various tender provisions/tender specifications, before the bids are submitted. In case, due to the points/doubts raised by the prospective bidders, any specific term & condition (which is not a part of "Standard terms and conditions of tender") needs to be modified, then the same will be considered for modification.

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

9.3.3 Bidders should depute their authorised representative who should be competent to take on the spot decisions.

(Circular No. 24/2017 dated 21.06.2017)

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

10.0 DOCUMENTS COMPRISING THE BID

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

- a) Price schedule.
- b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the

Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

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

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

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

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

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

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

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

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

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

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

d) Bid security.

e) (Provision deleted vide BL/02/12 dated 2.5.03)

f) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof failing which the bid will be rejected.

g) Bidding Document Acknowledgement Form

- h) Bid Submission Form
- i) Bid submission Agreement Form.
- j) Check List.
- k) Exceptions/Deviations Form
- l) Bidder's past supplies Form
- m) Form on Information on Bidder
- n) Authorisation letter for Tender Opening
- o) Certificate on Relatives of Directors.
- p) Back-up Authority Letter alongwith warranty cover of manufacturer in case the bid is from sole selling agent/ authorised distributor/ authorised dealer/authorised supply house.

(BL/02/59 dated 23.01.2013)

- q) Integrity Pact(IP) (applicable for tenders above Rs 1 crore)

Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical 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.

(BL/02/78 dated 24.08.2017)

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

(BL/02/33 dated 05.12.2008)

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

(BL/02/66 dated 12.11.2014)

- t) Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

11.0 PRICE SCHEDULE

11.1 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.

11.2 Bid Prices

11.2.1 The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable) and total bid prices of the goods they propose to supply under the contract. Packing and delivery charges should be shown separately.

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

(BL/02/01 dated 19.6.2000)

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

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

11.2.5 Offer for whole as well as reduced quantity.

(BL/02/20 dated 11.8.04)

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

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

(BL/02/78 dated 24.08.2017)

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

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

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

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

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

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

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

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

- a) ONGC will have no liability to reimburse the difference in the GST, if the finally assessed amount is on the higher side.
- b) ONGC will have the right to recover the difference in case the rate of GST finally assessed is on the lower side.

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

11.4 **DISCOUNT**

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

(BL/02/78 dated 24.08.2017)

11.5 CONCESSIONS PERMISSIBLE UNDER STATUTES

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

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

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

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

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

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

11.6 INCOME TAX LIABILITY

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

12.0 TERMS OF PAYMENT

(BL/02/78 dated 24.08.2017)

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

- (a) For all orders (including development orders) exceeding Rs.1.00 lakh, security deposit/performance bond @ 12.2% of the value of order in all cases with the exception of contracts for Turnkey

construction and platforms etc. for which security deposit/performance bond @ 12.2% of the value of the order has been furnished.

- (b) The goods have been insured by Supplier for losses, damages, breakages and shortages during transit at Supplier's cost and insurance cover in the name of ONGC sent alongwith documents.
- (c) Documents are negotiated through State Bank of India.

(BL/02/42 dated 13.01.2010)

If transaction is taking locally and documents are not negotiated through Bank for payment, the payment against clear (undisputed) bills/invoices submitted by the vendor will be made by ONGC through Electronic Payment Mechanism (as per details mentioned in the clause below), within 21 (twenty one) calendar days from the date of submission of bills/invoices complete in all respects.

(BL/02/27 dated 28.02.2008)

12.2 **MODE OF PAYMENT:**

(BL/02/78 dated 24.08.2017)

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

Bidders should invariably provide the following particulars alongwith their offers:

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

(BL/02/28 dated 29.02.2008)

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

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.

(BL/02/47 dated 25.05.2010)

(BL/02/78 dated 24.08.2017)

13.0 **CONCESSIONAL RATE OF GST ON SUPPLY OF GOODS**

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

13.2 Deleted vide BL/02/47 dated 25.05.2010.

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

13.4 Deleted vide BL/02/47 dated 25.05.2010.

13.5 Deleted vide BL/02/78 dated 24.08.2017.

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

(BL/02/15 dated 15.7.03)

13.7 Deleted vide BL/02/78 dated 24.08.2017.

14.0 CAPITAL ITEMS AND SPARES THEREFOR

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

15. SAMPLES

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

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

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

15.3 The samples should be sent to the purchasing authority along with the offer. The cost and freight of sending the samples shall be borne by the Bidder and there will be no obligation on the part of receiving officer for their safe custody. Samples received late will be ignored. If the samples are sent by Rail Parcel, the Railway Receipt (R/R) should be posted separately to the addressee to whom the samples are sent (under covering letter giving the particulars of tender number and due date) well in advance to enable the addressee to get the parcel released before the date of opening of the tender. The R/R should not be sent along with the offer. Sample submitted with the tenders which have not been accepted, will, if have not been destroyed during testing, be delivered at the Bidder's cost provided the application for return is made to the officer to whom the samples are sent within one month of the date fixed for the opening of tender or after modification/cancellation of demand. ONGC will not be liable for loss, damage or breakage in respect of the samples. If no application is received within the due date, samples will be disposed off by public auction and the sale proceeds credited to ONGC.

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

16.0 SPECIFICATIONS

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

17.0 NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

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

18. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate:-

i) If the product offered is to be manufactured as per indigenous know-how/design or under concluded collaboration. In case of collaboration the name of collaborator should be indicated.

ii) Details of manufacturing and testing facilities and quality control procedures available with them.

iii) Number of qualified persons and total employees etc.

iv) Details of latest Income Tax Clearance

(BL/02/78 dated 24.08.2017)

v) GST Registration.

19.0 DELIVERY TERMS:

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

20.0 VAGUE AND INDEFINITE EXPRESSIONS

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

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

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

22.0 PERIOD OF VALIDITY OF BIDS

22.1 The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

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

23.0 BID SECURITY

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

(BL/02/58 dated 05.10.2012)

(BL/02/72 dated 19.04.2016)

23.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security. MSEs units (and not their dealers/distributors) **who are themselves, manufacturer of the**

items/provider of services, they intend to quote which are themselves registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from payment of Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the items they intend to quote. Firms registered with ONGC are also exempted from payment of Bid Security for purchases exceeding Rs.1.00 lakh only against limited tenders in normal tender procedure (present monetary limit for inviting limited tenders is Rs 10.00 lakhs) provided such firms are registered for the item (s) they intend to quote and they enclose with their offer a copy of latest and current registration certificate.

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

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

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

- i) Bank Draft in favour of ONGC valid for 180 days from its date of issue.

(BL/02/60 dated 09.09.2013)

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

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

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

OR

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

OR

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

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

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

23.8 The Bid Security shall be forfeited by ONGC in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to ONGC during the validity period or any extension of the validity duly agreed by the Bidder.

(BL/02/29 dated 19.06.2008)

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

(BL/02/78 dated 24.08.2017)

- d) (Applicable for tenders above Rs. 1 crore)
If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. ONGC shall be entitled to demand and recover from bidder Liquidated damages amount plus GST thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.

(BL/02/65 dated 02.07.2014)

- (e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions.

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

~~(BL/02/54 dated 03.06.2011)~~

(BL/02/76 dated 16.02.2017)

24.0 - Deleted -

(BL/02/38 dated 12.08.2009)

25.0 TELEX / TELEGRAPHIC / TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

25.1 Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

Original bids should be signed manually failing which they shall be rejected.

D. SUBMISSION AND OPENING OF BIDS

26.0 SEALING AND MARKING OF BIDS.

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Single Bid System

26.1 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.

26.2 The inner cover shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

26.3 The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.

Two Bid System

26.4.1 In case of "Two Bid System", offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial bids having all details but with price column blanked out. This cover will clearly be superscribed with "Techno-Commercial bid" alongwith tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" alongwith tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of this office.

(BL/02/17 dated 02/01/04)

26.4.2 Price Bids, which remain, unopened with ONGC, will be returned to the concerned bidders within a period of 5 working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).

26.5 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

26.6 ONGC will not be responsible for the loss of tender form or for the delay in postal transit.

27.0 DEADLINE FOR SUBMISSION OF BIDS

27.1 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.

28.0 LATE BIDS

28.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

28.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

29.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

30.0 OPENING OF BIDS:

30.1 The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix-10 hereto must be forwarded to this office 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.

30.2 In case of unscheduled holiday on the closing/opening day of bid , the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

E. EVALUATION OF BIDS

31.0 EVALUATION AND COMPARISON OF BIDS

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

(BL/02/59 dated 23.01.2013)

31.2 CLARIFICATIONS OF BIDS:

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

32.0 UNSOLICITED POST TENDER MODIFICATIONS:

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

(BL/02/49 dated 09.07.2010)

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

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

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

34.0 EXAMINATION OF BID

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

34.2 Prior to detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the Bid Evaluation Criteria of the bidding document will be rejected and may not subsequently be made responsive by Bidder by correction of the inconformity.

35.0 SPECIFICATIONS:

35.1 Unless otherwise asked for, the Bids of "Maker's Design" or for alternative specification, the Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the goods offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

36. PURCHASE PREFERENCE POLICY(IES):

(BL/02/66 dated 12.11.2014)

36.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES REGISTERED WITH DISTRICT INDUSTRY CENTERS OR KHADI AND VILLAGE INDUSTRIES COMMISSION OR KHADI AND VILLAGE INDUSTRIES BOARD OR COIR BOARD OR NATIONAL SMALL INDUSTRIES

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CORPORATION OR DIRECTORATE OF HANDICRAFTS AND HANDLOOM OR ANY OTHER BODY SPECIFIED BY MINISTRY OF MSME.

36.1.1. In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply upto 20% of total tendered value.

A sub –target of Min. 20% (i.e. 4% out of 20%) has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

(BL/02/70 dated 17.07.2015)

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

(a) In case of more than one such MSE bidder qualifying for 15% purchase preference, the 20% supply shall be shared equally amongst such MSEs.

(b) In case 20% quantity cannot be further divided, ONGC shall place the order for supply of 20% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase Preference.

(ii) In the opinion of ONGC, if tendered goods/services cannot be divided in the ratio of 80% / 20%, then ONGC reserve the right to award on lowest eligible MSEs for quantity not less than 20% quantity, as may be dividable.

For example:

In case tendered quantity is between 1 to 4 (not divisible in the ratio of 80:20), MSE shall get order for 1 no. only and the rest will go to L-1 (non-MSE bidder). Same analogy shall be applied for quantities which are not dividable in the exact ratio of 80:20.

Notes:

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

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

(Circular No. 19/2017 dated 16.05.2017)

36.2. (DELETE, if Not applicable) Purchase preference policy (linked with Local Content) (PP - LC) notified vide letter No. O-27011/44/2015-ONGC/II/FP dated 25.04.2017 of MoPNG.

36.2.1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

36.2.2. Bidders seeking Purchase preference (linked with Local Content) (PP - LC) shall be required to meet / exceed the target of Local Content (LC) of _____%.

*(Work center to select and indicate the Local Contents (LC) from **Enclosure-I of policy document**. The LC limits shall be linked with date of TBO of tender. For a tender due to open between 01.04.18 and 31.03.20, LC limit mentioned for 2018-20 shall be applicable. Similarly for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable.)*

36.2.2.1 Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against tender No. _____."

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

"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against ONGC tender No. _____ by M/s _____ (Name of the bidder)."

Note:

- a. In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.
- b. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Enclosure – A (Work center to enclose Enclosure – II of the policy document renaming the same as Enclosure-A).
- c. In case the bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Enclosure –A (Work center to enclose Enclosure – II of the policy document renaming the same as Enclosure- A). The

responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.

- d. In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipments then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountant as the case may be.

36.2.2.3 At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Enclosure-A (Work center to enclose Enclosure – II of the policy document) *and* shall be uploaded by the bidders along with their price bid in the e-procurement portal.

36.2.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10%, i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

36.2.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

36.2.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

36.2.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

36.2.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then ONGC reserves the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example:

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

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

36.2.4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

36.2.5 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide *letter No. O-27011/44/2015-ONGC/II/FP dated 25.04.2017*.

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

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

36.2.7 Determination of LC

36.2.7.1 LC shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

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

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower based on INR component: and
- c) in the case of working equipment/facility, based on the country of origin.

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

36.2.8.0 Calculation of LC and Reporting

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

36.2.8.2 Formats for the calculation of LC of goods may be seen at Enclosure-A. (Work center to enclose Enclosure – II of the policy document renaming the same as Enclosure-A)

36.2.9.0 Certification and Verification

36.2.9.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows

36.2.9.1.2 At bidding stage:

- a) Price Break-up:
 - (i) The bidder shall provide break-up of "Local Component" and "Imported Component" along with the price bid as per provisions under clause 36.2.2.3
 - (ii) Bidder must have LC in excess of the specified requirement

b) Undertaking by the bidder:

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause No. 36.2.2.1, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate.

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 36.2.2.2.

36.2.9.1.3 After Contract Award:

- a) In the case of procurement cases with the value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized Representative of the company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

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

supplier shall indicate how the local content requirement would be met in the subsequent stages.

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

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

36.2.10 Sanctions

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

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

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

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

36.2.10.5.1 In pursuance of the clause No. 36.2.10.4 above, towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure-B) equivalent to the amount of PBG.

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

(BL/02/79 dated 24.10.2017)

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

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

(i) Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall

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get preference over eligible PPLC bidder(s) to match its rates with that of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder. .

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

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

37.0 CONTACTING THE PURCHASER

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

F. AWARD OF CONTRACT

38 AWARD CRITERIA.

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

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

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

40.0 ORDER ON HIGHER BIDDER

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

41.0 VARIATION IN QUANTITY

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

42.0 NOTIFICATION OF AWARD

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

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

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

43.0 SIGNING OF CONTRACT

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

44.0 PERFORMANCE SECURITY

(BL/02/29 dated 19.06.2008)

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

43.2 Provision deleted vide BL/02/46 dated 03.05.2010

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

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

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

(BL/02/16 dated 20.10.03)

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

45.0 CORRESPONDENCE.

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

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

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

(BL/02/08 dated 31.1.03)

(BL/02/61 dated 25.10.2013)

46. REPRESENTATION FROM THE BIDDER:

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

(BL/02/22 dated 10.05.2005)

46.1 In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis), the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to the Competent Purchase Authority (CPA) as mentioned in the tender document. However, if such representation is found by CPA to be un-substantiated and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

In case, any bidder while making such representations to Competent Purchase Authority (CPA) also involves other officials of ONGC and / or solicits / invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

(BL/02/63 dated 24.02.2014)

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

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

(BL/02/69 dated 15.04.2015)

Note:

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

(BL/02/46 dated 03.05.2010)

47. Placement of Development Order: (Applicable only for tenders invited for items specific to oil field industry)

ONGC may consider development of new sources, at its sole discretion depending upon merit of the situation, for the category of items specific to oil field industry.

However, bidders should note that mere sale / issue of tender document for development order, does not qualify any party for any assured development order(s) from ONGC.

Domestic bidders, who participate in the tender and fulfill all the criteria of BEC, excluding past supply experience criteria, would be considered for placement of development order after satisfactory inspection of their plant and facilities and provided no development order is pending with such parties. Offers of such bidders for development order will be considered, only if they submit sufficient documentary evidence in support of their capability to manufacture the materials of the required quality and specifications, besides submitting an undertaking to the effect that no development order of ONGC is pending with them for execution.

Development order shall be placed for a smaller quantity, maximum upto 20% of the tendered quantity, as necessary to carry out field trial testing.

Rates at which development order is placed shall be the L-1 rate received in the tender or the rate quoted by the bidder in the tender which is being considered for development order, whichever is lower. As this bidder would not be

considered in the regular tender, their price bid would be opened only after finalization of the tender.

A development order shall be considered as executed and the respective bidder shall be considered as developed / proven source, only after satisfactory completion of field trial testing and issuance of a certificate by the authorized officer of ONGC to this effect. Thereafter, offers of such developed / proven source will be considered against future tenders for the item(s) which has been so developed by the party.

Payment for the item(s) supplied against development order will be made only against the satisfactory performance certificate issued by ONGC after field trial testing.

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

(BL/02/65 dated 02.07.2014)

48. Submission of forged documents:

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

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

(BL/02/51 dated 04.10.2010)

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

i. ONGC is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.

ii. ONGC shall endeavour for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.

iii. ONGC shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner.

iv. ONGC shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.

v. ONGC's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.

vi. ONGC shall endeavour to develop new business opportunities through investment in climate change.

vii. ONGC shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.

viii. Above all, ONGC shall make sustainability a foundation of our business strategy.

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:.....

Oil & Natural Gas Corporation Ltd.

.....
.....

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Four Annexures (alongwith their Appendices) enclosed to the "Invitation for Bid" (the first two annexures received as booklet No. ONGC/MM/02 and the last two annexures received separately) pertaining to procurement of _____ against tender no. _____.

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

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of ONGC and that the said documents are to be used only for the purpose intended by ONGC.

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

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

TELEX NO:
FAX NO:
TELEPHONE NO ;
PERSONAL ATTENTION OF:
(IF REQUIRED)

Yours faithfully,

(BIDDER)

Note : This form should be returned along with offer duly signed

APPENDIX-2

Tender No.....

Contractor's Telegraphic Address :

Oil & Natural Gas Corporation Ltd

Telephone No.

TELEX NO:

FAX NO:

Dear Sirs,

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

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

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

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

Yours faithfully,

Signature of Bidder

Address

Dated

Signature of witness

Address

Note : This form should be returned alongwith offer duly signed.

AGREEMENT
(Applicable for tenders upto Rs. 1 crore)

No.

Dated

To,

Oil & Natural Gas Corporation Ltd.,

Sub: PURCHASE OF BIDDING DOCUMENTS

Ref: **TENDER No.** _____

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

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

Yours faithfully

Yours faithfully

(BIDDER)

(PURCHASER)

(One copy of this agreement duly signed must be returned alongwith offer.)

(BL/02/23 dated 07.06.2007)

APPENDIX – 3-A

AGREEMENT
(Applicable for tenders above Rs. 1 crore)

No.

Dated

To,

Oil & Natural Gas Corporation Ltd.,

Sub: PURCHASE OF BIDDING DOCUMENTS

Ref: **TENDER No.** _____

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

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

ONGC/MM/02/(36)

Yours faithfully

Yours faithfully

(BIDDER)

(PURCHASER)

(One copy of this agreement duly signed must be returned alongwith offer.)

Proforma of Bank Guarantee towards Bid Security

BID BOND

Ref. No.....

Bank Guarantee No.....

Dated

To,

Oil & Natural Gas Corporation Ltd.

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd., incorporated under the Companies Act, 1956, having its registered office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 - India and one of its offices at _____ (hereinafter called 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder', which expression shall unless repugnant to the context or meaning thereof, mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees/- (in figures) _____ (Indian Rupees / (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

(BL/02/1 dated 19.6.2000)

2. We (name of the bank) _____, registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. / (in figures) _____ (Indian Rupees/ - (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall

ONGC/MM/02/(38)

be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

5. This guarantee shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

(BL/02/1 dated 19.6.2000)

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

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this day of at

WITNESS NO. 1

(Signature)

Full name and official address (in legible letters)

(Signature)

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

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

Dated

WITNESS NO. 2

(Signature)
Full name and official address

ONGC/MM/02/(39)

(in legible letters)

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to (insert the address of the tender inviting work centre) only
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE
TOWARDS BID SECURITY**

(BL/02/35 dated 06.03.2009)

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.

2. The expiry date, as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

(BL/02/60 dated 09.09.2013)

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

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

OR

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

OR

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

CHECK LIST

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

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

COMMERCIAL

GROUP 'A'

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

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

Yes No Not applicable

2.2 If so furnish the following:-

- (i) Name of the Bank
- (ii) Value
- (iii) Number
- (iv) Date of issue
- (v) Period of validity of the Bank Draft/Bank Guarantee
(The validity of Bank Draft should not be less than 180 days).

Signature of the Bidder

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

Yes No

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

Yes No

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

 Yes No

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

 Yes No Not applicable

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

 Yes No

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

 Yes

No

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

 Yes No Not applicable

Signature of the Bidder

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

Yes

No

Not applicable

11. Whether the period of validity of the offer is as required in bidding document ? If not, mention the extent of variation.

Yes

No

Extent of variation in days

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

Secretary

Manager

Partner

Sole Proprietor

Active Partner

Pre procuraterium

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

Yes

No

14. Whether the offer is being sent in double cover, both the covers duly sealed and superscribed with tender Number and closing/opening date?

Yes

No

15. Has the offer been submitted in triplicate ?

Yes

No

16. Is the offer being sent by Registered post or proposed to be dropped in tender box ?

Sent by Registered Post

Dropped in Tender Box

Yes

No

Yes

No

Signature of the Bidder

ONGC/MM/02/(44)

17. Has it been ensured that there are no over-writings in the offer ? Have corrections been properly attested by the person signing the offer?

Yes

No

18. Are the pages of the offer consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer ?

Yes

No

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

Yes

No

20. Whether Appendices 2 & 3 of Annexure-1 of the bidding document in original, duly filled in and a confirmation that clauses of Annexure I and II (contained in booklet No. ONGC/MM/02) given and enclosed with the offer?

Yes

No

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

Yes

No

Not applicable

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

Yes

No

Signature of the Bidder

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

24. Whether guarantee/warranty has been furnished ?

 Yes No

Signature of the Bidder

GROUP `B'

(Applicable to indigenous bidders)

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

Yes

No

Not applicable

(BL/02/78 dated 24.08.2017)

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

Yes

No

3. Whether the Bidder has quoted after taking into account various incentives and concessions granted to them for supplies to ONGC, like facility to import raw material and components on concessional rate of customs duty, Input Tax Credit, etc. ?

Yes

No

Not applicable

Signature of the Bidder

Technical

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

Yes

No

2. Whether the product quoted is API approved and bears API monogram ?

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

Not applicable

(Signature of the Bidder)

APPENDIX 6

EXCEPTION/DEVIATION PROFORMA

DELETED

ONGC/MM/02/(49)

APPENDIX - 7

BIDDERS PAST SUPPLIES PROFORMA

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

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

Signature of the Bidder

Name_____

Seal of the Company

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

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

Signature of the Bidder

Date.....

Appendix – 9

PROFORMA OF PRICE BID/SCHEDULE OF RATES

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

Sl. No. of Item	Description of Item	quantity	Unit	Rate per unit		Total		Extra if any
				Ex-works price	FOR destination	Ex-works price	FOR destination	
				Price	Price			
1	2	3	4	5	6	7		

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

Bidder's signature
Date
Seal

Note

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

APPENDIX - 10

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date _____

To,

The _____

Oil & Natural Gas Corporation Ltd.,

_____ (India)

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

Sir,

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

Yours faithfully

Signature of Bidder

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

APPENDIX 11

(BL/02/43 dated 29.01.2010)

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

This has reference to our proposed contract regarding to be entered into with Oil and Natural Gas Corporation Ltd. (ONGC).

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

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

Authorised Signatory of
The Contracting Party

Place...

Date...

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

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

1.1 ORDER/CONTRACT

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

1.2 ONGC/PURCHASER :

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

1.3 SUPPLIER/CONTRACTOR :

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

1.4 SUB-CONTRACT:

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

1.5 SUB-CONTRACTOR :

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

1.6 ORDER PRICE

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

1.7 DELIVERY PERIOD :

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

1.8 DESTINATION :

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

1.9 EQUIPMENT/MATERIALS/GOODS :

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

1.10 SERVICES:

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

1.11 DRAWINGS :

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

1.12 SPECIFICATIONS :

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

1.13 INSPECTORS :

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

1.14 TESTS :

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

1.15 APPROVAL :

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

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

Shall mean the terms as explained in INCO Terms.

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

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

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

2. SCOPE OF ORDER :

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

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

(BL/02/07 dated 11.11.02)

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

2.4 WORK TO BE CARRIED OUT UNDER THE ORDER :

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

2.5 LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/ MATERIALS:

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

3. SPECIFICATION, DRAWING, TECHNICAL MANUALS :

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

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

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

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

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

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

4. ACCEPTANCE OF OFFER

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

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

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

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

5.0 NOTICES :

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

6. MODIFICATION IN ORDER :

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

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

7. JOINT AND SEVERAL RESPONSIBILITY :

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

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

8.0 PERFORMANCE SECURITY /PERFORMANCE BOND

(BL/02/78 dated 24.08.2017)

8.1 No Performance Security or in lieu thereof performance bond is necessary for purchase upto Rs. 1.00 lakh. Also performance security or in lieu thereof performance bond is not necessary for buys of spares or stores/capital items/ equipment of proprietary nature from original equipment manufacturers/ distributors/ sole selling agents/ authorised dealers. In other cases (including the development orders) the successful Bidder, within 15 (fifteen) days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for 12.2% of the contract value in the form of Bank Guarantee . Detailed P.O. shall be

placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

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

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

OR

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

OR

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

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

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

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

(BL/02/23 dated 07.06.2007)

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

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

8.7 Provision deleted vide BL/02/46 dated 03.05.2010

9. WARRANTIES AND GUARANTEES : (MATERIALS AND WORKMANSHIP)

(BL/02/74 dated 14.10.2016)

ONGC/MM/02/(60)

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

(BL/02/56 dated 30.06.2011)

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

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

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

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

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

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

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

10. PERFORMANCE GUARANTEE

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

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

11.0. REJECTION

(BL/02/07 dated 11.11.02)

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

12. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

ONGC/MM/02/(62)

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

(BL/02/62 dated 11.11.2013)

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

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

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

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

(BL/02/78 dated 24.08.2017)

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

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

13.1 LD will be imposed on the total value of the order unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of

ONGC/MM/02/(63)

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

13.2 Calculation of liquidated damages

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

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

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

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

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

15. INSPECTION/TESTING OF MATERIAL :

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

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

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

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

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

Contractor as ONGC/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.

15.6. ONGC shall be entitled at all times, whether prior to, during or after the completion of inspection by itself and/or through Inspectors appointed by ONGC at ONGC's cost, to inspect, test and/or analyse and/or to direct the Contractor in all respects of any store(s) or materials or processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analyses so far as required, is to be conducted in the presence of the inspectors. The contractor shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.

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

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

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

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

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

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

15.13. The posting of such a representative by ONGC or his actions in any manner does not absolve the Contractor of any liability and/or responsibility

under this contract. The representative's posting shall be treated as advisory to ONGC.

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

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

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

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

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

16. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

16.1. If ONGC finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which ONGC will be the sole judge, ONGC will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfilment of the contract.

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

17. SUBLETTING AND ASSIGNMENT

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

18.0 VARIATION IN QUANTITY

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

19.0. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER,

provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20.0 INTER-CHANGEABILITY OF PARTS :

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

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

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

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

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

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

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

21.0 BULK SUPPLIES (WHEREVER APPLICABLE) :

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

21.2 The SUPPLIER shall arrange for all testing facilities required by the Inspecting Officer free of charge in his plant. If the facilities for such tests are

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

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

22. BREAKAGE/SHORTAGE :

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

23. DESIGNS, PATENTS AND ROYALTIES :

If any material used or methods or processes practised or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which CONTRACTOR is not licensed, the CONTRACTOR shall, before using the material, method or process, as the case may be, obtain such licence(s) and pay such royalty(ies) and licence-fee(s) as may be necessary. The CONTRACTOR shall keep ONGC indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against ONGC on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the CONTRACTOR shall, at their own risk and expense defend any suit for infringement of patent or like suit brought against ONGC (whether with or without the CONTRACTOR being a party thereto) and shall pay any damages and costs awarded in such suit, and keep ONGC indemnified from and against all consequence thereof.

24. FORCE MAJEURE

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

The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely ONGC and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party

in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ONGC shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part.

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

25. LANGUAGE/TERMINOLOGY :

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

26. PACKING & MARKING :

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

- (a) Supply Order No. and date
- (b) Name of SUPPLIER.
- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

(BL/02/07 dated 11.11.02)

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

(BL/02/78 dated 24.08.2017)

27.0 PAYMENT OF GSTON SUPPLY OF GOODS AND/OR SERVICES

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

- the Central Goods & Services Tax Act, 2017;
- the Integrated Goods & Services Act, 2017;

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

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

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

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

27.1 SUPPLIER shall provide all the necessary compliances / Invoice / documents for enabling ONGC to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract. The SUPPLIER should provide tax invoice issued under GST legislations read with the GST (Tax Invoice, Credit and Debit Notes) Rules for the Services and/or Goods. Payment towards GST shall be released by ONGC only against appropriate document ie tax invoice for availing Input tax credit (as applicable).(Not applicable for the bidder who are under composition levy)

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

- (i) Name, Address and the GSTIN (under the relevant Tax Rules) of the SUPPLIER
- (ii) Name and Address and GSTIN of the Purchaser (Address of ONGC)
- (iii) Description, Classification and Value of goods /services, the tax rates and the amount of applicable tax (i.e. CGST, IGST, SGST/UTGST and cess).
- (iv) HSN or SAC of goods or services, respectively

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- (v) Contractor should mention the Place of Supply in its invoice as per GST legislations

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

27.2 - Deleted –

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

28. CONCESSION PERMISSIBLE UNDER STATUTES

28.1 The supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which he will have to bear extra cost where SUPPLIER/Contractor does not avail concessional rates of GST under GST legislations. ONGC does not take any responsibility towards this. However, wherever required and applicable, ONGC shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions.

29. PROGRESS ON MANUFACTURING OF ITEMS:

(BL/02/77 dated 21.06.2017)

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

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

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

(BL/02/66 dated 12.11.2014)

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

30. TERMS OF PAYMENTS

(BL/02/78 dated 24.08.2017)

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

The original invoice should accompany the following documents/details:

(An indicative list of documents is given below. Tender Committee should deliberate on the same and select the appropriate documents as applicable for the respective case and incorporate the same suitably in the Bid document / Purchase Order, after making necessary additions/deletions.)

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

- a) Copy of valid GST registration certificate under the GST legislations.
- b) 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.
- c) Mobile No. (Optional).
- d) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately,etc.
- e) Proof of despatch (RR/GCN/LR etc.) freight paid/ to be billed basis (as per terms of delivery)
- f) Proof of insuring material, in favour of ONGC, against losses, damages, breakages and shortages during transit (in the form of insurance certificate / policy/receipt of premium paid).
- g) QCC or TPI (as applicable) Report for satisfactory inspection.
- h) Warranty / Guarantee Certificate.
- i) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
- j) e-mail ID.
- k) – Deleted -

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

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

(BL/02/78 dated 24.08.2017)

- a) Copy of valid GST registration certificate under the GST legislations
- b) 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.
- c) Mobile No. (Optional).
- d) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules
- e) Proof of delivery in case of direct / door delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material in good condition)

- f) QCC or TPI (as applicable) Report for satisfactory inspection, wherever pre-despatch inspection is applicable.
- 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) - Deleted- vide circular No.37/2017 dated 24.08.2017.

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

(BL/02/44 dated 10.03.2010)

31 CORPORATE TAXES:

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

The SUPPLIER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the CORPORATION for discharging any of its responsibilities under such laws in relation to or arising out of the SUPPLY ORDER.

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

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

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

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

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

(BL/02/75 dated 29.12.2016)

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

1. There shall be no arbitration for disputes involving claims upto Rupees 25 lakhs and more than Rs. 100 crores. Disputes involving claims above Rs. 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.
2. Arbitration can be invoked by giving Invocation Notice only after expiry of the 60 days' period as per Dispute Notice stipulated in the para above.
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 market rate in an exchange declared by SBI on the date prior to the date of notice should be adopted for conversion of foreign currency in Indian Rupees.
4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, ONGC will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by ONGC. In case ONGC itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.
5. For a dispute involving claims above Rs.5 crores and upto Rs. 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with the copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of Section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above.

The other Party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator, within 30 days, who shall be the Presiding Arbitrator.

The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
7. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
8. The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.
9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete.
 - (i) 60% of the fees if the hearing has commenced.
 - (ii) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, ONGC shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.
11. The seat of the arbitration shall be the place from where the LOA / NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.
12. Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.

13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.

(BL/02/75 dated 29.12.2016)

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

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as "Dispute") under the Contract arises, the party shall give a 60 days written notice ("Dispute Notice") to the identified officer of the other party mentioned in the Contract giving details of the Dispute. The Parties shall use all reasonable endeavours to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement as evidence in any Forum / arbitration / court proceeding.

If Parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days' Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and / or arbitration subject to terms and conditions contained herein below:

- 1) Parties further agree that following matters shall not be referred to conciliation or arbitration:
 - i) Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
 - ii) Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision under the provisions of Integrity Pact executed between ONGC and the Bidder / Contractor.

2) Conciliation: (Not applicable in cases valuing less than Rs 10 lakhs)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, ONGC as provided hereunder:

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Proposal for OEC

1. Conciliation through OEC will be resorted in cases involving disputed amount upto Rs. 250 crores only. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.

2. Claimant shall give notice for conciliation. In cases where the contractor is claimant then the notice shall be given to the concerned ONGC office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

Constitution of OEC

3. CMD, ONGC will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by ONGC and will normally comprise of three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) upto Rs 1 crore, CMD will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

4. Upon constitution of the OEC, Chief Legal Services, ONGC will issue the appointment letters to OEC members and the parties concerned.

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

Proceedings before OEC

6. The claimant shall submit its statement of claims to OEC members, and to the parties prescribed in the appointment letter within 30 days of the issue of the appointment letter (as per Appendix 4).

7. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.

8. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC

9. OEC will commence its meetings only after completion of the pleadings.

10. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from
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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
Facilities to be provided to the out -stationed member			
v	Travel from the city of residence to the city of meeting	Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	Contractor
vi	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or Rs. 3,000	Contractor
vii	Stay for out stationed members	5 Star Hotel	ONGC
viii	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day	Contractor

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

(BL/02/64 dated 29.04.2014)

34. Arbitration clause for settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall

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be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

35. APPLICABLE LAW AND JURISDICTION

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

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

36 EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC

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

37. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

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

(BL/02/56 dated 30.06.2011)

38. LIABILITY UNDER THE CONTRACT

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

(BL/02/13 dated 27.5.03)

39. APPLICABLE FOR DEVELOPMENT ORDERS:

A development order shall be considered as executed and the respective bidder shall be considered as developed / proven source, only after satisfactory completion of field trial testing and issuance of a certificate by the authorized officer of ONGC to this effect. Thereafter, offers of such developed / proven source will be considered against future tenders for the item(s) which has been so developed by the party.

Payment for the item(s) supplied against development order will be made only against the satisfactory performance certificate issued by ONGC after field trial testing.

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

(BL/02/23 dated 07.06.2007)

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

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

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

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

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

(BL/02/65 dated 02.07.2014)

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42. Submission of forged documents:

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

(BL/02/69 dated 15.04.2015)

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

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

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

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

**Proforma of Bank Guarantee towards Performance Security.
PERFORMANCE GUARANTEE**

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil & Natural Gas Corporation

India

Dear Sirs,

1. In consideration of Oil & Natural Gas Corporation Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a contract No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the Contractor shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire contract.

(BL/02/01 dated 19.6.2000)

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- (in figures) _____ [Indian Rupees/- (in words) _____] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by

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ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ONGC may have in relation to the Contractor's liabilities.

4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of ONGC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) _____ [Indian Rupees/- (in words) _____] and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

ONGC/MM/02/(85)

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of 20 at

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

(BL/02/35 dated 06.03.2009)

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the purchase order has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.

2. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the contract completion date unless otherwise specified in the bidding documents/Purchase order.

(BL/02/60 dated 09.09.2013)

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

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

OR

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

OR

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

Appendix – 2

From : M/s _____

NO.

DATE :

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

.....
.....

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

REF : SUPPLY ORDER NO. _____
_____ DATED _____

Sir,

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

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

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

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

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

Our factory is closed on _____ for weekly off.

Kindly arrange to inspect the materials accordingly.

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

Yours faithfully,

(Signature with name and
full address of supplier)

Copy for information to Order Placing Authority

(BL/02/71 dated 22.09.2015)

APPENDIX 3

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

Declaration of independence and impartiality by OEC Member

To,

1. ONGC

2. Contractor

Subject: Declaration of independence and impartiality by OEC Member in the dispute between ONGC.....And.....under Contract No.....

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named.

I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator. I am able to act as conciliator and am available to act as Member of the Expert Committee.

I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

The fees and other facilities offered to me and the terms and conditions contained in the appoint letter and guidelines issued by ONGC are acceptable to me. I will not demand for enhancement of the same.

(Signature)

Name:

Address:

Phone:

Email:

Date:

(BL/02/71 dated 22.09.2015)

APPENDIX 4

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

STATEMENT OF CLAIM(S)/COUNTER CLAIM(S)

1. Chronology of the dispute
2. Brief of the contract
3. Brief history of the dispute:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI no	Description of claim(s)/Counter Claim	Amount (in USD/INR)	Relevant contract Clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Statement of Claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims. The statement of claims is to be submitted to all OEC members, to other party and to the office of Chief Legal Services, by post as well as mail.

Enclosure –A

CALCULATION OF LOCAL CONTENT-GOODS

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
	Cost (Domestic Component) a	Cost (imported component) b	Cost Total Rs/US\$ c=a+b	% Domestic Component d= a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory overhead				
iv. Total production cost				

Note:-

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IVb)}}{\text{Total cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV a)}}{\text{Total cost (IV.c)}} \times 100$$

Proforma of Bank Guarantee towards Purchase Preference – Local Content.

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil And Natural Gas CORPORATION

India

Dear Sirs,

1. In consideration of Oil And Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the CONTRACTOR shall furnish to ONGC a Bank guarantee for Indian Rupees/US\$ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to ONGC immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing

ONGC/MM/02/(92)

whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that ONGC may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

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

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a

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claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

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

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

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

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