

Instruction to Bidders,
Model Contract
&
General Contract Conditions
For
SERVICE CONTRACT

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Bid Evaluation Criteria – Services – ICB

Bid Evaluation Criteria – Services - Indigenous

SERVICE CONTRACTS ANNEXURE-I

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. Eligibility and experience of the bidder:-

(Circular No. 11/2017 dated 01.03.2017)

1.1(a) Eligibility and experience of the bidder:-

Work centers to choose and fill up the blanks as per the requirement of the individual tender, wherever required)

(Circular No.11/2019 dated 24.06.2019)

(i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum ...years of experience in providing (similar)*services.

(ii) Bidder should have executed at least ... number of contracts of (similar)*nature in the last ...years.

Or

Applicable in case of recurring / repetitive nature of services. This may be incorporated with approval of CPA based on TC recommendations

(ii) Bidder should have executed at least ... number of contracts of (similar)*nature for minimum duration of ... days/months/years each, in the last ... years. [Note: Ongoing contracts having satisfactory completion of minimum duration as above shall also be considered as executed for evaluation purpose]

The bidder's experience in ongoing contract involving multiple services (with no interdependence) shall also be considered in meeting the experience under (i) and (ii) above subject to condition that the relevant service has been satisfactorily completed.

To this effect, Bidder should submit copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts/satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

[As per requirements of individual case, after due deliberation in TC (while finalizing BEC) and approval of CPA, work center should suitably modify the following entries appearing above:

(*) The word (similar)* should be defined with specific reference to the nature of required Services;

Above details should be specified without restricting competition and also taking into account the nature and criticality of the Service.]

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

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

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

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

(Work center to delete whichever not applicable. In case consortium bids are not allowed provisions under clause 7.14 pertaining to consortium bids should also be deleted)

1.3 Bids from consortium of companies shall not be considered

OR

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

(Circular No. 09/2018 dated 23.02.2018)

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

The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 26% stake in terms of bid value, as reflected in the MOU executed by consortium members. Each member of consortium shall remain jointly and severally liable to ONGC.

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

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

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

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

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

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

2.0 Tender Fee - Nil (Circular No. 24/2017 dated 21.06.2017)

2.1 - Deleted -

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

3. **TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

4. **COST OF BIDDING**

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

B: THE BIDDING DOCUMENT

5. **CONTENT OF BIDDING DOCUMENTS**

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

ANNEXURE I : Instructions to Bidders with following Appendices

- Appendix 1 : Bidding Document Acknowledgement proforma
- Appendix 2 : Bid submission proforma
- Appendix 3 : Bid submission Agreement proforma.
- Appendix 4 : Bid Bond Bank Guarantee proforma
- Appendix 4A : Proforma for irrevocable Letter of Credit
- Appendix 5 : Checklist
- Appendix 6 : Proforma for Bidders past services(similar)
- Appendix 7 : Proforma of Authorisation Letter for attending Tender Opening
- Appendix 8 : Proforma of Certificate on Relatives of Directors
- Appendix 9 : List of Foreign banks acceptable to ONGC for issuance of Bank Guarantees.
- Appendix 10 : Proforma for proposed changes/modifications.
- ANNEXURE II : General Conditions of Contract (GCC)** with following appendices.
- Appendix 1 : Proforma of Performance Bond Bank Guarantee.

ANNEXURE III : Scope of work, Technical Specifications and Special conditions of Contract and Price Bid Proforma.
(To be supplied by ONGC separately for each tender)

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

(Circular No. 05/2013 dated 23.01.2013)

5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications may result in the rejection of its bid without seeking any clarifications.

(Circular No. 53/2009 dated 02.12.2009)

6. PRE-BID CONFERENCE (Wherever applicable)

(Circular No.24/2018 dated 25.05.2018)

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

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

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

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

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

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

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

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

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

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

(Circular No. 24/2017 dated 21.06.2017)

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

(Circular No. 05/2019 dated 07.02.2019)

6.5 Post bid conference

(To be applicable in tenders valuing above Rs. 1 Crore):

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

For holding Post Bid conference following process shall be followed:

- i) Clarifications / confirmations / deficient documents required, if any, from bidders shall be conveyed to the bidders.
- ii) To address bidders doubts, if any, only on the clarifications / confirmations / deficient documents being sought, a post bid conference shall be held by ONGC with bidders who seek to have the meeting on one to one basis. Interested bidders may attend the same. No issues other than the listed queries pertaining to clarifications / confirmations / deficient documents sought by ONGC shall be discussed in post bid conference.
- iii) In case bidder chooses not to seek/request for a post bid meeting, it will be noted by ONGC that such bidder(s) has well understood the query of ONGC.
- iv) Accordingly, in case bidder has completely understood the queries and they have no doubts, they may submit their replies within the date specified for submission of clarifications.
- v) Bidders who attend the post bid conference shall provide the following undertaking immediately on conclusion of the post-bid conference:

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

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

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

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

C. PREPARATION OF BIDS

7. LANGUAGE AND SIGNING OF BID

(Circular No. 24/2017 dated 21.06.2017)

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

7.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 9 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".

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

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

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

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

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

7.8 The 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.

7.9 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.

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

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

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

(circular No. 37/2009 dated 12.08.2009)

7.13 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.

(Circular No. 11/2017 dated 01.03.2017)

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

(Circular No. 13/2019 dated 04.07.2019)

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

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

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

(d) The bid shall be signed by all the constituents of the Consortium. Alternatively, the Leader of the Consortium may sign the bid provided a Power of Attorney from each member authorizing the Leader for signing and submission of bid on behalf of individual member must accompany the techno-commercial bid. Other members of the Consortium may participate in techno-contractual discussions and also sign the minutes of such discussions / meetings along with the Leader of the Consortium. However, Integrity Pact should be signed by all the constituents of the Consortium.

(Circular No. 09/2018 dated 23.02.2018)

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

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

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

(h) In the event of award of contract to the Consortium, the contract shall be signed by each constituent of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) from each constituent authorizing the Leader of the Consortium to sign the contract on behalf of the individual member of the Consortium. Irrespective of whether the Contract is signed by all the constituents of the Consortium or by the Leader of the Consortium, all the constituents of the Consortium shall be jointly and severally responsible for satisfactory execution of the contract.

(i) Payment for work done under the contract shall be made by ONGC only to the Leader of the Consortium. However, in case payment is to be made directly to

each constituent corresponding to their part of the scope of work, the same shall be clearly indicated in the bid along with the constituent-wise details of the price break-up.

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

(k) **-Deleted - (vide circular No. 13/2019 dated 04.07.2019)**

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

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

(Circular No. 09/2018 dated 23.02.2018)

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

(Circular No. 53/2009 dated 02.12.2009)

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

8.1 Advice to bidders for avoiding rejection of their offers:

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

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

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

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

/ Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document. Each entry in the 'Bid Matrix' must be filled-in 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.

9.0 DOCUMENTS COMPRISING THE BID

9.1 The bid prepared by the Bidder shall comprise 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 ONGC's satisfaction:

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

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

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

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

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

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

d) Bid security.

e) Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/representative/retainer, permanent income tax

account number_of foreign bidder and amount of commission or other payments. ***If no such agent/consultant/representative/retainer is involved, the same should be explicitly stated in the techno-commercial bid.***

(Circular No. 05/2013 dated 23.01.2013)

f) 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.

(Circular No. 39/2008 dated 05.12.2008)

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

(Circular No. 10/2021 dated 06.04.2021)

~~(Circular No. 21/2021 dated 23.07.2021)~~

(Circular No. 05/2022 dated 25.01.2022)

Circular No. 10/2021 dated 06.04.2021

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

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

(Circular No.08/2021 dated 22.03.2021)

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

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

(ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of

procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.

10.0 PRICE SCHEDULE

10.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided.

10.2 Bid Prices

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

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

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

10.3 (a) CONCESSIONS PERMISSIBLE UNDER STATUTES

(Circular no. 37/2017 dated 24.08.2017)

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

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

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

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

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

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

10.4 INCOME TAX LIABILITY

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

(Circular no. 37/2017 dated 24.08.2017)

10.5 GST Liability on Supply of Services:

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

(Work center to incorporate above clause only for services where GST is payable under reverse charge as per notification no. 10/2017 Integrated Tax (rate) dated 28.06.2017)

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

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

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

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

- a) ONGC will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

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

Notes: (Work Centre should delete the conditions mentioned below, which are not applicable for the particular tender)

(i) (Applicable for Indigenous tenders):

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

(Circular No. 26/2021 dated 20.08.2021)

(Applicable for ICB Tenders)

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

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

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

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

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

(Circular No. 26/2021 dated 20.08.2021)

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

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

11.0 BID CURRENCIES (Applicable for ICB tenders only)

(Circular No. 37/2017 dated 24.08.2017)

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

Currency once quoted will not be allowed to be changed.

11.2 BID CURRENCIES (Applicable for Indigenous tenders only)

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

(Circular no. 06/2008 dated 28.02.2008)

12.0 MODE OF PAYMENT

(Circular No. 26/2021 dated 20.08.2021))

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit)
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFTCode (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST registration number.
8. e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and

whether the enterprise is in manufacturing or service industry, alongwith valid documentary evidence.

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

(Detailed payment terms to be framed by the work centers and be provided in the Special Conditions of Contract)

(Circular No. 01/2014 dated 16.04.2014)

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

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

- (i) Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by ONGC and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent?

(Circular NO. 51/2020 dated 28.10.2020)

- (ii) Whether by carrying on activities in relation to its engagement by ONGC, the non-resident constitutes an Installation/Construction PE or a Service PE, or a PE in any other manner, in India in terms of the DTAA between India and his country of tax residence?
- (iii) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by ONGC are attributable to such PE?
- (iv) If the remittances to be made to the non-resident under his engagement by ONGC are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by ONGC, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?
- (v) If no part of the remittances to be made to the non-resident under his engagement by ONGC is attributable to a PE which it has in India, what are the reasons for the same?
- (vi) Non-resident's complete address (not necessarily in India).

(Circular NO. 51/2020 dated 28.10.2020)

- (vii) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?

If the non-resident does not have a PAN but has a Tax Identification Number (TIN) allotted in his country of tax residence, what is that TIN?

- (viii) Country of tax residence of the non-resident supported by a Tax Residency Certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory.
- (ix) In accordance with Rule 21AB of the Income-tax Rules, 1962, along with the TRC, the non-resident shall also furnish the requisite information in the prescribed Form '10F' which is enclosed as Appendix -11 at Annexure-I of the tender document (suitable appendix No. to be indicated by the work center).
- (x) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to ONGC within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of _____ (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to ONGC before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (xi) Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.
- (xii) Non-resident's e-mail address.
- (xiii) Non-resident's phone number with International Dialling code.
- (xiv) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

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

Bidders should note that any delay in submission of TRC/PE information within the specified time may lead to the Income Tax Department directing ONGC to deduct tax at a higher rate than at which it

may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

(Circular No. 08/2022 dated 17.02.2022)

13.0 CONCESSIONAL RATE OF CUSTOMS DUTY and GST

Circular No. 31/2022 dated 23.08.2022

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

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

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

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

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

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

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13.2 Re-export of equipment, unutilised spares etc:

(Circular No. 37/2017 dated 24.08.2017)

The equipment, unutilized spares, accessories etc. imported to India for providing service needs to be re-exported by the bidder upon the completion of the terms of contract or any extended period thereof at their own expense. Bidder must furnish an undertaking that “the equipment imported and also spares & accessories which remained unutilized after the expiry of contract, would be re-exported at his own cost after completion of contractual

obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". Immediately after re-export, bidder would furnish to ONGC, details and other relevant documents as a proof of re-export. In case of non-observance of formalities of any provisions of the Customs Act or any other act of Government of India, the contractor shall be held solely responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non compliance of these provisions will be treated as breach of contract and their performance bond will be forfeited.

13.3 - Deleted vide Circular No. 37/2017 dated 24.08.2017.

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

14.0 VAGUE AND INDEFINITE EXPRESSIONS

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

15.0 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE (Applicable for ICB tenders only)

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

15.2 In the event bidder is having an Agent/Consultant/Representative/ Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative/Retainer/ Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/ Consultant/ Representative/ Retainer/ Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to ONGC. Such remuneration/commission will be paid by ONGC in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement

of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of ONGC. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

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

Circular No.15/2023 dated 27.02.2023

- (vii) Undertaking from the Agent/ Consultant/ Representative/ Retainer/ Associate declaring that he is not representing any other Bidder in the instant Tender.

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

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

16.0 PERIOD OF VALIDITY OF BIDS

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

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

17.0 BID SECURITY

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

(Circular No. 10/2021 dated 06.04.2021)

~~(Circular No. 21/2021 dated 23.07.2021)~~

(Circular No. 05/2022 dated 25.01.2022)

Circular No. 10/2021 dated 06.04.2021

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

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

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

(Circular No.08/2021 dated 22.03.2021)

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

(Circular No. 13/2019 dated 04.07.2019)

(Circular No. 72/2023 dated 26.09.2023)

17.3 The Bidders not covered under Para 17.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation For Bid" (to be supplied separately with each tender).

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

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

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

(Circular No. 79/2023 dated 30.10.2023)

(Circular No. 82/2023 dated 01.11.2023)

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

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

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

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

OR

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

OR

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

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

- ii) Confirmed irrevocable Letter of Credit, as per prescribed format at Appendix 4A valid for 30 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.

(Circular No. 05/2020 dated 17.01.2020)

- iii) NEFT/RTGS/Electronic fund transfer to account of ONGC as per following details:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited

Bank Name: State Bank of India

The work centre shall provide details as given below :

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

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

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

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

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

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

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

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

- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.

(Circular No. 37/2017 dated 24.08.2017)

(Circular No. 45/2022 dated 10.10.2022)

- 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 thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.

(Circular No. 07/2014 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.

(Circular No. 05/2020 dated 17.01.2020)

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

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

~~(Circular No. 19/2011 dated 03.06.2011)~~

(Circular No. 04/2017 dated 16.02.2017)

17.9 – Deleted -

(Circular No. 19/2020 dated 20.04.2020)

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

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

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

"I(name and designation of authorized signatory) on behalf of M/s(the name of bidder) hereby request to release the bid security submitted with the offer against tender No.....(tender no. to be indicated by bidder). It is undertaken that any aspect of the tender evaluation process will not be challenged before any forum / authority and the recourse allowed under the bidding conditions for representing / raising dispute will be deemed to have been foregone by M/s(the name of bidder)."

(Circular No. 37/2009 dated 12.08.2009)

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

18.1 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

19.0 SEALING AND MARKING OF BIDS.

19.1 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 ONGC's office, as indicated in Invitation for Bids.

19.2 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".

19.3 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.

19.4.1 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. **However a tick mark () shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid** 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.

19.4.2 Price bids, which remain unopened with ONGC, will be **returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).**

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

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

20.0 DEADLINE FOR SUBMISSION OF BIDS

[Circular No. 31/2023 dated 25.05.2023](#)

20.1 The Bid must be received by the ONGC at the address specified in Invitation for Bids not later than **15.00 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 **15.00 Hrs.** (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

21.0 LATE BIDS

21.1 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.

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

22.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

23.0 OPENING OF BIDS

[Circular No. 31/2023 dated 25.05.2023](#)

23.1 The bid will be opened at **16.00 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- 7 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.

23.2 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.

(Circular No. 80/2023 dated 30.10.2023)

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

E. EVALUATION OF BIDS

24.0 EVALUATION AND COMPARISON OF BIDS

24.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-IV (to be supplied separately along with bidding document against individual tenders.)

(Circular No. 05/2013 dated 23.01.2013)

24.2 CLARIFICATIONS OF BIDS:

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

25.0 UNSOLICITED POST TENDER MODIFICATIONS:

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

(Circular No. 05/2013 dated 23.01.2013)

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

26.0 EXAMINATION OF BID

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

26.2 The ONGC will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the bid Evaluation Criteria of the bidding document will be rejected.

27.0 SPECIFICATIONS:

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

28.0 CONVERSION TO SINGLE CURRENCY (Applicable for ICB tenders only)

To facilitate evaluation and comparison, the ONGC will convert all bid prices expressed in the amounts in various currencies in which bid prices are payable utilising the currency, source and date of exchange rate specified in the Evaluation Criteria of Bid-Evaluation-Criteria at Annexure IV. (to be supplied separately against each individual tender)

29.0 PURCHASE PREFERENCE POLICY(IES):

(Circular No. 10/2021 dated 06.04.2021)

~~(Circular No. 21/2021 dated 23.07.2021)~~

(Circular No. 05/2022 dated 25.01.2022)

Circular No. 10/2021 dated 06.04.2021

29.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

29.1.1 (i) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one bidder eligible for purchase preference, then the eligible MSE(s) shall be allowed to share portion of supply in the following manner:

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

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

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

For example:

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

Notes:

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

(iii) 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. 38/2022 dated 08.09.2022 (Applicable for ICB tender)

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

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

	'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.
2.4	'Non - Local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II local supplier' under this Order.
2.5	'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender , bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
2.4	'Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
2.5	'Nodal Ministry ' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
2.6	'Procuring entity ' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
2.7	'Works' will also include 'turnkey works'/LSTK Contracts.
3	<p>Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers '</p> <p>(a) 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier', as defined under the Order, shall be eligible to bid.</p> <p>(b) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
3A	<p>Purchase Preference</p> <p>(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>(b) In the procurements, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:</p> <ol style="list-style-type: none"> i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1. ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter , the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity , the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

	<u>supplier' within the broad policy guidelines stipulated in sub-paras above.)</u>
4.	<p>Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.</p> <p><i><u>(Note: Work Centres are advised to follow Para No. 6 of PMC Circular No. 38/2022 dated 08.09.2022 in this regard)</u></i></p>
5.	Margin of Purchase Preference: The margin of purchase preference shall be 20%.
6.	<p>Verification of local content:</p> <p>a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.</p> <p>d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.</p> <p>e) Nodal Ministries and procuring entities may prescribe fees for such complaints.</p> <p>f) False declarations will be in breach of the tender conditions for which a bidder or its successors can be debarred for up to two years as per ONGC Banning provisions along with such other actions as may be permissible under law.</p> <p>g) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the PPP-MII Order issued by DPIIT (as amended).</p> <p>h) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.</p>
7.	<p>Reciprocity Clause</p> <p>i Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.</p>

	ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
8.	Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
8A	<p>In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.</p> <p><u>(Note Work Centres: In respect to para 8 and 8A above, Work Centers are advised to check from DPIIT website and incorporate suitable provisions in the tender.)</u></p>

OR

Circular No. 38/2022 dated 08.09.2022 (Applicable for NCB tender)

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

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

2.2	'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
2.3	'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.
2.4	'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.
2.5	'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
2.4	'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
2.5	'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
2.6	'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
2.7	'Works' will also include 'turnkey works'/LSTK Contracts.
3	<p>Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'</p> <p>(a) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid.</p> <p>(b) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
3A	<p>Purchase Preference</p> <p>(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>(b) In the procurements, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:</p> <ol style="list-style-type: none"> Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In

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

	<u>Work Centre may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.)</u>
4.	<p>Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.</p> <p><u>(Note: Work Centres are advised to follow Para No. 6 of PMC Circular No. 38/2022 dated 08.09.2022 in this regard)</u></p>
5.	Margin of Purchase Preference: The margin of purchase preference shall be 20%.
6.	<p>Verification of local content:</p> <p>a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.</p> <p>d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.</p> <p>e) Nodal Ministries and procuring entities may prescribe fees for such complaints.</p> <p>f) False declarations will be in breach of tender conditions for which a bidder or its successors can be debarred for up to two years as per ONGC Banning provisions along with such other actions as may be permissible under law.</p> <p>g) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the PPP-MII Order issued by DPIIT (as amended).</p> <p>h) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.</p>
7.	<p>Reciprocity Clause</p> <p>i Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item</p>

	related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
	ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
8.	Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
8A	In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner. <u>(Note Work Centres: In respect to para 8 and 8A above, Work Centers are advised to check from DPIIT website and incorporate suitable provisions in the tender.)</u>

OR

[Circular No. 38/2022 dated 08.09.2022](#)

[\[Tender conditions applicable for Procurement of Services in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition and only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.](#)

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

1.	Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time, shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications as mentioned in MoPNG notification(as amended from time to time).
2.	Definitions
2.1	'Local content ' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net

	<p>domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>In terms of DPIIT Circular No. P-45021/102/2019-BE-Part(1)(E-50310) dated 04.03.2021, the bidders offering imported products will fall under the category of Non local Suppliers.</p> <p>In terms of Ministry of Petroleum & Natural Gas Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022, Local value addition through services such as transportation, insurance, installation, commissioning, and training and after sales services support like AMC/ CMC etc. shall be considered in local content calculations.</p>
2.2	'Class-I local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
2.3	'Class-II local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.
2.4	'Non - Local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II local supplier' under this Order.
2.5	'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
2.4	'Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
2.5	'Nodal Ministry ' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
2.6	'Procuring entity ' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
2.7	'Works' will also include 'turnkey works'/LSTK Contracts.
3	<p>Eligibility of 'Class-I local supplier'</p> <p>(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value. Accordingly, only 'Class-I local supplier' as defined under the Order, shall be eligible to bid in this tender.</p> <p>(b) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
3A.	<p>Applicability in tenders where contract is to be awarded to multiple bidders</p> <p>In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.</p> <p><u>(Note for Work Centres: In tenders where contract is awarded to multiple bidders subject to matching of L1 rates, Work Centre shall stipulate tender specific criteria for award of contract amongst 'Class-I local supplier' within the broad policy guidelines stipulated in sub-para above.)</u></p>

4.	<p>Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% for 'Class-I local supplier'.</p> <p><u>(Note: Work Centres are advised to follow Para No. 6 of PMC Circular No. 38/2022 dated 08.09.2022 in this regard)</u></p>
5.	<p>Verification of local content:</p> <p>a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>e) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.</p> <p>h) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.</p> <p>k) Nodal Ministries and procuring entities may prescribe fees for such complaints.</p> <p>n) False declarations will be in breach of the tender conditions for which a bidder or its successors can be debarred for up to two years as per ONGC Banning provisions along with such other actions as may be permissible under law.</p> <p>q) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the PPP-MII Order issued by DPIIT (as amended).</p> <p>t) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.</p>
6.	<p>Reciprocity Clause</p> <p>i Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.</p> <p>ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>

(Circular No. 38/2022 dated 08.09.2022)
(Circular No. 35/2023 dated 30.05.2023)

29.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 (DoE O.M. No. No. F.1/4/2021-PPD dated 18.05.2023):

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

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

2. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:
 - a) **Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:** For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
 - b) **Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:** These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:***
- c (a)** Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1 .
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is (to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure-PP).*
- c (b)** Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor

"MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

- A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is to be awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

30. **CONTACTING THE ONGC**

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

F. AWARD OF CONTRACT

31.0 **AWARD CRITERIA.**

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

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

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

33.0 NOTIFICATION OF AWARD (NOA)

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

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

(Circular No. 17/2008 dated 19.06.2008)

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

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34.0 MOBILISATION PERIOD

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

35.0 SIGNING OF CONTRACT

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

36.0 PERFORMANCE SECURITY

(Circular No. 17/2008 dated 19.06.2008)

(Circular No. 37/2017 dated 24.08.2017)

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

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

(BL/01/24 dated 20.10.03)

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

37.0 **CORRESPONDENCE.**

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

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

37.3 All correspondence shall bear reference to bid number.

38.0 **REPRESENTATION FROM THE BIDDER:**

(Circular No. 27/2013 dated 25.10.2013)

(Circular No. 80/2023 dated 30.10.2023)

38.1 The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Purchase Authority (CPA) i.e. to _____ (name, designation and address of the CPA in the tender to be mentioned by the concerned Work Centre).

(BL/01/81 dated 24.02.2014)

38.2 **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, Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070."

(Circular No.14 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 addition 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.
Circular No. 15/2023 dated 27.02.2023
- iii The name and e-mail IDs of the IEMs appointed in ONGC are as under:
 1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)
 2. Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)
 3. Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com) (dated 27.07.2023)

(BL amendment no. BL/03/8 dated 10.05.2005)

39.0 UNSOLICITED COMMUNICATIONS:

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

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

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

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

(Circular 07/2014 dated 02.07.2014)

40. Submission of forged documents:

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

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

(Circular No. 39/2010 dated 04.10.2010)

41. ONGC's Policy on Climate Change and Sustainability

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

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

(Circular No. 05/2018 dated 09.02.2018)

41.1 **Fraud Prevention Policy of ONGC.**

Fraud Prevention Policy of ONGC is available at ONGC's public portal <http://www.ongcindia.com/>, the **bidders shall be required to certify that** they have read the Fraud Prevention Policy of ONGC and they would adhere to the same and shall not indulge themselves or allow others to indulge in fraudulent activities and that they would immediately apprise the ONGC of the fraud/suspected fraud as soon as it comes to their notice.

(Circular No.37/2017 dated 24.08.2017)

42. GST LEGISLATIONS:

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

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

(Circular No. 39/2018 dated 01.08.2018) (Circular No. 08/2019 dated 23.04.2019)

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

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

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

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

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

Note:

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

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

(Circular 39 dated 28.08.2020)

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

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

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

[Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]

- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity *whose beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The *beneficial* owner for the purpose of (3) above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent** of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6) **CERTIFICATE REGARDING COMPLIANCE:**

a) Bidders shall submit following certificate:

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

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

- b) [To be inserted in tenders for Service Contracts/Works Contracts including Turnkey contracts-] The successful bidder shall not be

allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

We certify that bidder M/s. _____(Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.”

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

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

The above certificate shall form part of PO/contract.

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

- 7) Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- 8) ‘Agent’ mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

(Circular No. 59/2020 dated 02.12.2020)

(Circular No. 46/2021 dated 23.12.2021)

45. New vendor development through development order process (Applicable for Oil Field Services):

ONGC may consider development of new service providers, at its sole discretion. Details of New vendor development through development order process (Development Order Policy) in ONGC, are available on ONGC’s tender website: tenders.ongc.co.in. Domestic vendors (Indigenous Service provider only), who do not fulfill past supply experience criteria in a tender, may participate in development order process. Request of indigenous service providers for development order may be considered for examination and development order process.

The interested vendor(s)(Indigenous Service provider only) seeking development order can send their request to Head INDEG, Oil and Natural Gas Corporation

Ltd, Deendayal Urja Bhawan, 5-A Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 at the e-mail id as designated for this purpose on ONGC tenders website along with supporting documents in respect of capability to provide such services for which they are seeking development order (e.g. existing facility, Udyog Adhaar Certificate/Udyam Registration Certificate, GST Registration Certificate etc.). Vendors (bidders) to note that mere applying for development order and subsequent successful inspection of factory/facilities by ONGC, does not qualify any vendor for any assured development order(s) from ONGC.

(Circular No.08/2021 dated 22.03.2021)

(Circular No.42/2023 dated 08.06.2023)

46. **POLICY OF RELAXATIONS TO STARTUPS**

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

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

(Work center to incorporate the following Note only in the tenders pertaining to 4 categories as mentioned under *Para 90.5 of IMM Manual*)

Note:

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

Circular No. 31/2023 dated 25.05.2023

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" pertaining to providing of _____ services against tender no. _____.

We have noted that the closing date for receipt of the tender by ONGC is _____ at 15.00 hrs. (IST) and opening at 16.00 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.....
Telegraphic Address :

Contractor's

Oil & Natural Gas Corporation Ltd.

Telephone No.
TELEX NO:
FAX NO:

Dear Sirs,

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

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

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

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)

(ONGC)

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

(Circular No, 08/2007 dated 07.06.2007)

Appendix - 3

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.

Yours faithfully

Yours faithfully

(BIDDER)

(ONGC)

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

Proforma of Electronic Bank Guarantee (e-BG) towards Bid Security

BID BOND

Ref. No.....

Bank Guarantee No.....

Dated

To,

Oil & Natural Gas Corporation Ltd.

Dear Sirs,

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and

undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. / US\$ (in figures) _____ (Indian Rupees/ US Dollars (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

(Circular No. 31/2019 dated 15.11.2019)

(Circular No. 37/2023 dated 06.06.2023)

5. This guarantee shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than _____ (Indicate date of expiry of claim period which includes minimum **one month** period from the date of expiry of this bank guarantee).

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

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

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

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

SWIFT Code :(Work Center to indicate)

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

Through State Bank of India Nostro Account:

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

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

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

WITNESS NO. 1

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

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

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

Dated

WITNESS NO. 2

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

Note:

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

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY

(Circular No. 12/2009 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. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.

(Circular No. 13/2019 dated 04.07.2019)

3. Please indicate the currency in which Bank Guarantee is being given, either Indian Rupees or US Dollars(USD).
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

(Circular no. 23/2013 dated 09.09.2013)

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

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

OR

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

OR

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

(Circular No. 79/2023 dated 30.10.2023)

6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	nayan_niraj@ ongc.co.in
(v)	Contact No.	9968282271
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
(viii)	Registered office address Pin code	110070
(ix)	Communication address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

**Proforma for Irrevocable Letter of Credit
(Applicable for ICB tenders only)**

(Advising Bank)
State Bank of India

(India)

To,

(Beneficiary)

Oil & Natural Gas Corporation Ltd.

----- (India)

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

Amount : US\$

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

Dear Sir,

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

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

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

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

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

5. Please obtain reimbursement as under :

.....

.....

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

FOR.....

Authorised Signature
(Original Bank)

Counter Signature

CHECK LIST

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

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

**COMMERCIAL
GROUP 'A'**

1.1 - Deleted -

(Circular No. 58/2023 dated 24.08.2023)

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

Yes

No

Not applicable

(Circular No. 05/2020 dated 17.01.2020)

2.2 (A) If so furnish the following:-

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

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

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

UTR/Transaction No.:

Date & Time of Transaction:

Amount:

Payer's Account No.:

Signature of the Bidder

Payer's Account Name:

Payer's Bank Name & address:

Payer's Bank IFSC Code:

Payer's Bank SWIFT Code:

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

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

Yes No

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

Yes No

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

Yes No Not applicable

6. Whether firm prices have been quoted

Yes No

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Extent of variation in days

Signature of the Bidder

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

Secretary

Manager

Partner

Sole Proprietor

Active Partner

Pre procuraterium

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

Yes

No

12. 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

Signature of the Bidder

13. Has the offer been submitted in triplicate ?

Yes

No

14. 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

15. 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

16. 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

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

Yes

No

18. 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 are complied / accepted, enclosed with the offer ?

Yes

No

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

Yes

No

Not applicable

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

Yes

No

Signature of the Bidder

GROUP `B'

(Applicable to indigenous bidders only)

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

Yes No Not applicable
(Circular No. 37/2017 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 permissible under statutes ?

Yes No Not applicable

Signature of the Bidder

GROUP 'C'
(Applicable to foreign bidders only)

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Not applicable

Signature of the Bidder

Technical

(Applicable to both foreign Bidders and indigenous Bidders)

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

Yes No

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

Yes No

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

Yes No

(Signature of the Bidder)

Appendix - 6

BIDDERS PAST SERVICES (SIMILAR) PROFORMA

SL.NO.	NAME & ADDRESS OF CLIENT	PERIOD		DESCRIPTION OF SERVICES COMPLETED SUCCESSFULLY	REMARKS
		FROM	TO		

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

Signature of the Bidder

Name_____

Seal of the Company

Appendix - 7

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

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.

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

(Circular No. 06/2010 dated 29.01.2010)

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...

Appendix – 9

**List of acceptable foreign banks for acceptance of Bank Guarantee
(Circular No. 23/2013 dated 09.09.2013)**

- - Deleted - -

Appendix - 10

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

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

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS
--------------------------------------	-----------------------------------	---	---------

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

(Circular 01/2014 dated 16.04.2014)

Appendix- 11

FORM NO. 10F

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

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

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

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

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

Signature.....

Name.....

Address.....

Permanent Account

No.....

Verification

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

Verified today theday
of.....

.....

Signature of the person providing the information

Place.....

Notes:

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

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

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

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

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

Designation: _____

Mobile No.: _____

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

(Authorized signatory of bidder)
Seal:

Date:

Place:

Note:

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

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

ANNEXURE - II

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between OIL & NATURAL GAS CORPORATION LIMITED, a CORPORATION registered 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 work center at (hereinafter referred to as "CORPORATION" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the "CONTRACTOR" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas CORPORATION is desirous of (description of services) for carrying out CORPORATION's operations conforming to specifications as set forth in the Scope of Work at Annexure-III of this agreement.

And Whereas the CONTRACTOR represents that it has the necessary experience for carrying out CORPORATION's operations as referred to herein and has submitted a bid for providing the required services against CORPORATION's Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the CORPORATION from time to time.

And Whereas CORPORATION's has accepted the bid of the CONTRACTOR and has placed Fax order / Letter of Intent /Notification Of Award vide its letter dated.... On the CONTRACTOR.

Now it is hereby agreed to by and between the parties as under:

1. DEFINITIONS:

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

1.1 CONTRACT

Shall mean a written CONTRACT signed between ONGC and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 CORPORATION/ONGC:

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

1.3 SITE

Shall mean the place in which the operations/services are to be carried out or places approved by the ONGC for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 CORPORATION'S SITE REPRESENTATIVE/ENGINEER

Shall mean the person or the persons appointed by ONGC from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by ONGC and shall include its authorised representatives, successors and permitted assignees.

1.6 SUB-CONTRACT:

(Circular 55 / 2003)

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT 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.

1.7 SUB-CONTRACTOR:

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

1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the ONGC as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.9 CONTRACTPRICE

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 CONTRACT unless specifically agreed to in writing by ONGC.

1.8 DAY

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

1.9 EQUIPMENT/MATERIALS/GOODS:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the ONGC for/under the CONTRACT and amendments thereto.

1.10 WORKS / OPERATIONS:

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.11 GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

1.12 MOBILISATION:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by ONGC after ONHIRE survey and ONGC's acceptance thereafter. The date and time of ONGC's acceptance of ONHIRE survey will be treated as the date and time of mobilisation.

1.13 DEMOBILISATION:

Shall mean the removal of all things forming part of the mobilisation from the site of ONGC. The date and time of OFFHIRE survey shall be treated as the date and time of demobilisation.

1.14 DRAWINGS:

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

1.15 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 CONTRACT.

1.16 INSPECTORS:

Shall mean any person or outside Agency nominated by ONGC to inspect equipment, materials and services, if any, in the CONTRACT stagewise as well as final as per the terms of the **CONTRACT**.

1.17 TESTS:

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

1.18 FACILITY:

Shall mean all property of the ONGC owned or hired by ONGC.

1.19 THIRD PARTY
(Circular 55 / 2003)

Shall mean any group, corporation, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.20 APPROVAL:

Shall mean and include the written consent duly signed by ONGC or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.21 SINGULAR/ PLURAL WORDS:

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

(Circular no. 16/2007 dated 10.10.2007)

1.22 GROSS NEGLIGENCE

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

1.23 WILLFUL MISCONDUCT

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

(Circular No. 37/2017 dated 24.08.2017)

1.24 **GST LEGISLATIONS:**

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

- vii. the Central Goods & Services Tax Act, 2017;
- viii. the Integrated Goods & Services Act, 2017;
- ix. the Union Territory Goods & Services Tax Act, 2017;
- x. the respective State Goods & Service Tax Acts’
- xi. the Goods and Services (Compensation to States) Act, 2017
- xii. the Customs Act and the Customs Tariff Act.

2.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and annexures thereto at Annexure-...

3.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a period of years from (the date and time of commencement).

4.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

4.1 OIL & NATURAL GAS CORPORATION LIMITED

For CONTRACT related communication
The General Manager (MM)

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

FAX:.....

For operations, reports and payments

The General Manager()

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

FAX:.....

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

Fax:.....

5.0 DUTIES AND POWER /AUTHORITY :

5.1 The duties and authorities of the ONGC's site representative are to act on behalf of the ONGC for:

- (i) Overall supervision, co-ordination and Project Management at site
- (ii) Proper utilisation of equipment and services.
- (iii) Monitoring of performance and progress
- (iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall

responsibility of quality of work shall rest solely with the CONTRACTOR.

- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the ONGC's representative/engineer without which no claim will be entertained by the ONGC.

5.2.1 CONTRACTOR's representative:

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with ONGC's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (iii) He will extend full co-operation to ONGC's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

6. CONTRACT DOCUMENT :

6.1 Governing language:

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

6.2 Entire Agreement :

The CONTRACT constitutes the entire agreement between the ONGC and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT 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 **CONTRACT**. ONGC shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of **CONTRACT**, invoice, packing list and other

documents which purport to impose any condition at variance with or supplement to **CONTRACT**.

6.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of the ONGC, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

(Circular No. 18/2014 dated 12.11.2014)

6.4.1 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor 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.

6.5 Waivers and amendments :

- a) Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b) Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the CORPORATION which may be amended from time to time by reasonable modifications as CORPORATION sees fit.

7.0 REMUNERATION AND TERMS OF PAYMENT

7.1 CORPORATION shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (Annexure-III), as per the price Schedule at Annexure-..... The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

7.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the General Manager().....

(Circular No. 37/2017 dated 24.08.2017)

(Circular No. 56/2023 dated 07.08.2023)

7.3 Invoices with original supporting documents duly countersigned by the CORPORATION's representative/ engineer wherever applicable will be

submitted(indicate the periodicity) by the CONTRACTOR to CORPORATION and payment shall be made within 15 calendar days for contracts valuing upto Rs. 10 crore and within 10 calendar days for contracts valuing above Rs. 10 crore from the date of receipt of invoice at the above office.

(Circular No. 02/2022 dated 11.01.2022)

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

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

1. **EMAIL channel:** Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: ap_invoices@ONGC.co.in.

2. Deleted

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

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

Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.

The original invoice should also accompany the following documents/details:

(Circular No. 26 dated 20.08.2021)

(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 / Contract, after making necessary additions/deletions. TC shall ensure that The documents which are not applicable should not be incorporated from the indicative list or otherwise.)

- 1) Along with first invoice issued under GST Law:
Following documents / details should be invariably furnished alongwith the first invoice issued under GST law indicating the GST Registration of service provider:

a) ~~–deleted–~~

b) ~~–deleted–~~

c) ~~–deleted–~~

d) ~~–deleted–~~

e) Insurance policies (As applicable).

[TC should clearly list out the Name and type of Insurance policies which are required to be submitted at the time of mobilisation by the contractor.

2) Payment of Mobilization Charges:

a) Invoice (In accordance with the relevant GST rules).

b) Insurance policies (As applicable).

[TC should clearly list out the Name and type of Insurance policies which are required to be taken by the contractor before release of mobilization charges]

c) ~~–deleted–~~

d) Certificate of Acceptance of Successful Completion of Mobilization as per requirement of the contract

e) ~~–deleted–~~

3) Periodical / Monthly payment:

a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST Registration Number, Service Classification, GST Rate and amount of GST shown separately).

b) Insurance policies and proof of payment of premium (As applicable).

[TC should clearly list out the Name and type of Insurance policies which are required to be taken by the contractor before release of periodical/monthly payment.]

- c) Details of statutory payments like EPF and ESI (as per clause 7.6.1 below), etc., (As applicable).
- d) Undertaking by the contractor regarding compliance of all statutes.
- e) Certificate by the contractor that personnel deployed have been paid not less than Minimum Wage/Fair wages (as applicable).
- f) Copy of Time sheet / Log Sheet /DPRs with summary showing non-operating period, operating period, Rig move period, idle period, breakdown of equipment, non deployment / short deployment etc (if any) and reasons thereof.
- g) Attendance Sheet (How many person on board) / Manpower deployment sheet [showing non deployment / short deployment etc (if any) and reasons thereof]
- h) Statement of persons travelled on chargeable basis (Recoverable), if applicable.
- i) Fuel charges (Daily consumption report of fuel) and statement of material/ consumption (incl. HSD, cement, mud chemicals, pot water, etc.) taken from ONGC on chargeable basis, if applicable.
- j) Catering Bill (Log Sheet).
- k) Telephone Bill (Log sheet).

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

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

- a) Invoice of IAC (stamped pre-receipted bill)
- 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) Copy of payment advice (if applicable) against which IAC is claimed.
- d) e-mail ID.

(Circular No. 01/2014 dated 16.04.2014)

7.4 Particulars required before releasing payments to (foreign CONTRACTOR (non-resident as per Income Tax Act, 1961):

The particulars as per clause 12.1 of Annexure-I are invariably required before releasing payments to foreign CONTRACTOR, in accordance with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

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

Bidders should note that any delay in submission of information/documents as per clause 12.1 of Annexure-I within the specified time may lead to the Income Tax Department directing ONGC to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from contractor.

7.5 In the event of any dispute in a portion or whole of any invoice, the CORPORATION shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

(Circular No. 34/2009 dated 27.07.2009)

7.6 ONGC's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the Corporation to question the allowability under this Agreement of any amounts claimed therein, provided ONGC, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should ONGC so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from ONGC and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

7.6.1 Details of statutory payments like EPF and ESI etc.

(Circular No. 14/2018 dated 05.04.2018)

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

(a) In connection with EPF Scheme:

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

(b) In connection with ESI Scheme:

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

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

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

(Circular No. 26/2021 dated 20.08.2021)

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

(ii) (A) Copy of ESI-ECR duly stamped by the designated Bank, along with copy of the digitally signed PDF data sheet, as proof of payment towards monthly remittance of ESI contribution each month.

(B) – Deleted -

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

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

(Circular No. 26/2021 dated 20.08.2021)

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

Note: Conditions for applicability of above provisions

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

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

OR

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

OR

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

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

'Excluded employee' means --

- i. An employee who, having been a member of the Fund, withdrew the full amount of his accumulation in the Fund on his retirement from service or for migration abroad from India or for taking employment abroad.
- ii. An employee whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds Rs 15000/- per month.
- iii. An apprentice.

(ii) Information sought in above clause pertaining to only ESI shall not be required to be submitted in those contracts wherein the Contractor has employed only those contract labour whose pay exceeds ₹21000/- per month as in terms of the current provisions of the ESI Act, 1948 an employee whose monthly pay exceeds ₹21000/- is outside the purview of the ESI Act. Certificate to the effect is to be submitted by the Contractor that for execution of the contract, the monthly wages of all employees who have been employed, exceeds Rs. 21000/- per month. Further, ESI Act, 1948 is applicable only in areas where it has been made applicable by Gazette Notification in this regard. (ESI Act is currently applicable in all States except the NE States of Manipur and Arunachal Pradesh. Applicability in new areas of operation is to be verified from the office of the ESI Corporation concerned.)

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

7.7(Applicable in ICB tenders only) Payment of commission / fee / remuneration of Indian agent / consultant / representative / retainer / associate of foreign principal.

(Circular No. 06/2020 dated 29.01.2020)

The commission/ fee/ remuneration of the Indian agent/ consultant/ representative/ retainer/associate will be paid within 15 days of the payment of first invoice made to the CONTRACTOR provided installation/commissioning of equipment by such agent/ consultant/ representative/ retainer/ associate is not involved. In such cases, the amount of commission/fee/remuneration will be deducted by ONGC from payment of first invoice of the CONTRACTOR and paid to the Indian agent/consultant/ representative/ retainer/ associate in non-convertible Indian rupees at the closing currency exchange rate as applicable on the day prior to the price bid/revised price bid (if any) opening as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

Where, as a condition of CONTRACT, the equipment is to be installed/ commissioned satisfactorily by Indian agent/ consultant/ associate/ representative/ retainer/, the payment of commission/fee/remuneration shall be made within 30 days of satisfactory installation/commissioning and issue of a certificate to the effect by the authorised officer of ONGC. The payment of Indian agent/ consultant/representative/ retainer/associate will be subject to the condition that he sends stamped pre-receipted bill for the commission/fee/remuneration.

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

8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING :

8.1 CLAIMS:-

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of CORPORATION. CORPORATION may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT

and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

8.2 NOTICE OF CLAIMS:-

CONTRACTOR or CORPORATION, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 TAXES:-

(Circular No. 37/2017 dated 24.08.2017)

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the CORPORATION for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

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

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of ONGC)
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

- (iv) In case of imported goods, contractor/supplier is required to provide original Bill of entry or copy of Bill of Entry duly attested by Custom authority.
- (v) The Contractor should mention the Place of supply in the invoice raised under GST Law.
- (vi) ONGC would not accept any invoice without its GSTIN mentioned on the invoice

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

8.3.1 - Deleted –

(Circular No. 08/2022 dated 17.02.2022)

Circular No. 31/2022 dated 23.08.2022

8.4 CUSTOMS DUTY (BCD + IGST): - (applicable for Charter hire services using CONTRACTOR's capital equipment like rigs/equipments/ tools/vessels etc and for petroleum operations, where concessional Customs duty is applicable as per the policy of Govt. of India in vogue).

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

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

For import of rigs/equipments/ vessel/tool/ Chemicals/spares and accessories as specified in list 33, for execution of contract for petroleum operations, Corporation will provide required undertaking/certificate to contractor for availing concessional rate of Customs duty for import of equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33, as eligible. Accordingly, only concessional rate of the Customs duty for equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33 required for operation and maintenance of equipment and equipments is to be considered while quoting. As regards, re-export of equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 (owned or on lease basis) brought by the contractor (whether Indian or foreign) for petroleum operation, as the equipments/vessels/tool/ Chemicals/ spares and accessories as specified in list 33 would be imported by the contractor with payment of concessional rate of CUSTOMS DUTY; after expiry of the contract with ONGC, the contractor would have to either re-export the equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 or deploy the equipments/vessels/tool/spares, Chemicals/spares and accessories as specified in list 33 for petroleum operations in areas where concessional rate of Customs

Duty is applicable after getting a fresh Certificate/documents from the Corporation, as applicable. The contractor shall also have to indemnify the Corporation against any claim that may arise due to violation of the Customs Act or the Foreign Trade Policy by them. In case any equipments/vessels/ tool/ Chemicals/spares and accessories as specified in list 33 are required to be replaced by the contractor during the execution of the contract, the Corporation shall issue a fresh undertaking/certificate, as applicable, and bring the equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33 on payment of concessional rate of Customs Duty.

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

Contractor shall be responsible to import the equipments/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act / Foreign Trade Policy (FTP) and indemnify ONGC from all the liabilities of Customs in this regard.

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

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

CUSTOMS DUTY: - (applicable for Charter hire services using Contractor's capital equipment like rigs/equipments/tools etc. and for non-PEL/ML areas where Customs Duty is payable). – Deleted vide Circular No. 37/2017 dated 24.08.2017.

(Circular No. 01/2014 dated 16.04.2014)

8.5 CORPORATE TAXES:

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

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

8.5.2 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.

(Circular No. 51/2020 dated 28.10.2020)

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

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

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

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

8.5.5 In case the non resident Contractor does not exercise the option in clause 8.5.3 above, it shall furnish a Tax Residency Certificate and Form No. 10F (Appendix – 11 of Annexure-I).

8.5.6. If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to ONGC within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of

_____ (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to ONGC before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier. Contractor should note that any delay in submission of TRC, Form No. 10F and/or PE information within the specified time may lead to the Income Tax Department directing ONGC to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

(Circular No. 51/2020 dated 28.10.2020)

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

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

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

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

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

(Circular No. 51/2020 dated 28.10.2020)

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

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

“Notes in respect of Tax Residency Certificate”,

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

8.6 PERSONNEL TAXES:-

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

9.0 PERFORMANCE:-

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the CORPORATION and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from the CORPORATION to improve their performance failing which the CORPORATION may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

(Circular No. 08/2007 dated 07.06.2007)
(Circular No. 05/2020 dated 17.01.2020)

10.0 PERFORMANCE BOND (Applicable for tenders upto Rs. 1 crore):-

(Circular No. 58/2023 dated 24.08.2023)

(Circular No. 79/2023 dated 30.10.2023)

(Circular No. 82/2023 dated 01.11.2023)

The CONTRACTOR shall furnish to the CORPORATION within 15 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee (as per the proforma enclosed at Appendix-I of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the CORPORATION on demand.

Subject to credit in ONGC's account within prescribed time

PERFORMANCE BOND (Applicable for tenders above Rs. 1 crore):-

(Circular No. 58/2023 dated 24.08.2023)

(Circular No. 79/2023 dated 30.10.2023)

(Circular No. 82/2023 dated 01.11.2023)

The CONTRACTOR shall furnish to the CORPORATION within 15 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee (as per the proforma enclosed at Appendix-I of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the CORPORATION on demand.

Subject to credit in ONGC's account within prescribed time

11.0 IMPORT AND IMPORT CLEARANCE:-

All imports and clearance under this CONTRACT shall be done by the CONTRACTOR and CORPORATION will not provide any assistance in this regard.

12.0 DISCIPLINE:-

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the CORPORATION governing the operations. Should CORPORATION feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to CORPORATION's interest, the CORPORATION shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of _____ working days to replace the person by competent qualified person at CONTRACTOR's cost.

13. SAFETY AND LABOUR LAWS:-

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by ONGC shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. ONGC's employee also shall comply with safety procedures/policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

(Circular no. 28/2008 dated 11.08.2008)

13.1 Verification of character and antecedents of Contractual Manpower

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

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

(Circular No. 04/2019 dated 01.02.2019)

14. Confidentiality Clause:

1. The terms and conditions of this Agreement/ Contract are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms.

"Confidential Information" shall not include information that:

- (a) is or becomes publicly known through no wrongful or unlawful act of the Contractor;
- (b) is independently developed by the Contractor without the benefit of ONGC's Confidential Information.

2. The Confidential Information will be used by the Contractor solely and exclusively for the purpose of this Contract and will be kept confidential and will not be disclosed, in whole or in part to any other person, except to those of the employees, directors, or any other person concerned, acting on their behalf, (collectively the "Representatives") of the Contractor who need to know such information for the Contract.

3. "Contractor shall not be deemed to be in breach of confidentiality for any disclosure of Confidential Information done with the prior written permission of ONGC or to the extent required to comply with applicable statutory law, rule or regulation, order from court or any statutory or governmental authority provided that the contractor provides reasonable prior written notice, takes all reasonable

and lawful actions to obtain confidential treatment of such disclosure and disclose the minimum amount and scope of the confidential information necessary to comply with the applicable law, rules, regulations, order from court or any statutory or governmental authority.”

4. Contractor shall procure that its Representatives to whom any Confidential Information is disclosed shall also be bound by this Agreement mutatis mutandis.

5. The Confidential Information shall be and remain the property of ONGC and any document containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to ONGC upon written request, or destroyed at ONGC's option.

6. The obligations set forth herein with respect to Confidential Information will continue until such period that such information continues to be confidential and that obligation will continue notwithstanding the termination of business relationship with Contractor provided that Contractor's obligations herein shall cease upon return of the Confidential Information to ONGC or destruction of the Confidential Information with notice to ONGC.

7. Contractor acknowledges and agrees that it is aware (and that its representatives acknowledge and agree) that the Confidential Information being disclosed by ONGC or its representatives may be 'unpublished price sensitive information' as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Insider Trading Regulations"). Contractor agrees that Contractor or any of its representative or affiliates shall not trade in the securities of ONGC while Contractor is in possession of the Confidential Information, other than in compliance with provisions of the Insider Trading Regulations.

15. **STATUTORY REQUIREMENTS:-**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof governing interalia customs stowaways, foreign exchange etc.

16. **INSURANCE:-**

[\(Circular 32/2018 dated 02.07.2018\)](#)

(Circular No. 26/2021 dated 20.08.2021)

A) (i) CONTRACTOR shall, at his own expense, arrange Workmen's Compensation / Employer's Liability Insurance policy to cover statutory liability of an employer for the workmen engaged under this contract also to cover all risks assumed by the CONTRACTOR in respect of its personnel deputed under this CONTRACT.

[Above policy, wherever applicable, shall be submitted by the contractor at the time of mobilization with its validity for the entire contract period. However in case insurance for entire contract period is not issued by insurance company as per their company policy, wherever the policy validity is expiring before the contract period,

the policy with extended validity is to be taken and submitted by the Contractor to ONGC (Indentor from ONGC to verify compliance) for continuity of Insurance policy without break before expiry of insurance (e.g., if policy is expiring in June, then extended policy to be submitted in June itself before its expiry)]

(ii) Further, CONTRACTOR at his own expense shall also arrange insurance policy to cover CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this contract even when these are in the custody of ONGC and that ONGC will have no liability on this account." [Above policy is to be submitted at the time of mobilisation and subsequently every year (if renewal of policy have been done) and not required with monthly invoice]

[Following para may be incorporated by work centre for cases involving short mobilization period:]

In case aforesaid policies (i and/or ii) cannot be taken at the time of mobilisation due to short mobilisation period, they can be submitted before commencement of work but with validity from mobilisation date.]

B) Waiver of subrogation: Except for the *workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where ONGC is neither required to be present as principal Assured or additional Assured,* all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 13 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

"The insurers hereby waive their rights of subrogation against any individual, CORPORATION, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR".

C) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish CORPORATION with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance CORPORATION or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that CORPORATION shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then CORPORATION may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason,

losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

D) Deductible:-

The contractor shall take policy with minimum deductible as prescribed for the policy (ies).

That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

E) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

Note:- Work centers depending upon the specific work requirements may add suitable clauses for additional insurance coverage in the Special Conditions of CONTRACT).

(Circular No. 39/2016 dated 12.09.2016)

16.1. Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY).

Contractor shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of ONGC for defraying the cost of the insurance premium amount under the contract. The contractor shall also certify that the claim has not been preferred in the earlier contract of ONGC or otherwise.

ONGC after satisfying by verifying the required documents shall release the premium amount to contractor. In case a member is covered through more than one account, insurance cover will be restricted to one only.

17. INDEMNITY AGREEMENT:

17.1 INDEMNITY BY CONTRACTOR:

(Circular no. 16/2007 dated 10.10.2007)

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified CORPORATION, its CONTRACTORs (other than the CONTRACTOR) and/or sub-CONTRACTORs and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgements and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

(Circular 55/2003)

- a) personal injury, illness or death of :
 - i) any of CONTRACTOR's or subCONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of CORPORATION); and
 - ii) subject to clause 17.2 (a) (I) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORs or subCONTRACTOR's personnel and
- b) loss or damage to :
 - i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORs or subCONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of CORPORATION); or
 - ii) subject to clause 17.2 (b) (I) any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORs or subCONTRACTOR's personnel.

17.2 INDEMNITY BY CORPORATION :

(Circular no. 16/2007 dated 10.10.2007)

Unless otherwise specified elsewhere in this CONTRACT, CORPORATION shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. SubCONTRACTORs of any tier and their employees) from all actions, proceedings, suits, claims, demands,

liabilities, damages, losses, costs, charges, expenses and fines arising from :

- a) personal injury, illness or death of
 - i) any employee of the CORPORATION (even if caused by or contributed to by the negligence or fault of CONTRACTOR);
 - ii) subject to clause 17.1 (a) (I) any other person to the extent that the injury, illness or death is caused by the negligence or fault of CORPORATION ; and
- b) any loss or damage to :
 - i) any property owned, hired or supplied by CORPORATION (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.
 - ii) Subject to clause 17.1 (b) (I) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of CORPORATION.

18. TERMINATION

18.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the ONGC has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

18.2 Termination on account of force majeure

(Circular No. 02/2017 dated 27.01.2017)

ONGC shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause _____

18.3 Termination on account of insolvency

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the ONGC shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

18.4 Termination for unsatisfactory performance

If the ONGC considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the ONGC shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The ONGC shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the ONGC.

(Circular No. 41/2008 dated 24.12.2008)

18.5 Termination for delay in mobilisation

Successful bidder shall be required to mobilise complete equipment alongwith crew (only manpower / crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum number of ... days from the date of Fax order / LOA/ NOA. If the CONTRACTOR (successful bidder) fails to mobilise as above, ONGC shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

(Circular No. 23/2010 dated 09.07.2010)

18.6 Consequences of termination

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

In case of termination of Contract herein set forth, except under 18.1 and 18.2, and / or annulment of the contract due to non-submission of Performance Security (as per clause 36 of Annexure-I), following actions shall be taken against the Contractor:

- i. ONGC shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Contractor 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 Contractor on holiday shall not have any effect on other ongoing contract(s), if any with that Contractor which shall continue till expiry of their term(s).

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

(Circular No. 10/2012 dated 03.05.2012)

19. **DELAY IN MOBILISATION AND LIQUIDATED DAMAGES**

- (a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments so as to commence the services at the specified site (s) within a maximum ofdays from the date of Fax order / LOA / NOA (***Work center should specify the period depending upon nature of the services***).
- (b) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the services within the period specified in sub clause (a) above, ONGC shall have, without prejudice to any other right or remedy in law or contract including sub clause (c) below, the right to terminate the contract.
- (c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request ONGC for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, ONGC may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2 % of annual contract value, for each week of delay or part thereof, subject to a maximum of 10% of the annual contract value.
- (d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by ONGC on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- (e) LD will be calculated on the basis of annual contract value excluding duties and taxes, where such duties/taxes have been shown separately in the contract..

(Circular No. 37/2017 dated 24.08.2017)

(Circular NO. 45/2022 dated 10.10.2022)

(f) Deleted

20. **SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or

otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

20. (Clause on “Consequential Damages” deleted vide Circular No. 41/2008 dated 24.12.2008, as the provisions are covered under clause 35(a) below.)

21. CHANGE IN LAW:

(Circular No. 37/2017 dated 24.08.2017)

21.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in increase in rate of taxes and duties on the supply of services to ONGC under the CONTRACT (other than personnel and Corporate taxes), the CONTRACTOR shall be indemnified for any such increased taxes and duties by the CORPORATION subject to the production of documentary proof to the satisfaction of the CORPORATION to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by CORPORATION.

21.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in any decrease in the rate of taxes and duties on the supply of services to ONGC, (other than personnel and Corporate taxes), the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the CORPORATION, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

21.3 All taxes & duties (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of CORPORATION.

21.4 Any increase in the rate of taxes & duties after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in the rate of

taxes and duties after the contractual completion / mobilization date will be to CORPORATION's account.

21.5 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, CORPORATION will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, CORPORATION will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

21.6 Notwithstanding the provision contained in clause 21.1 to 21.4 above, the CORPORATION shall not bear any liability in respect of :

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- (iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

21.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to ONGC and not applicable on taxes and duties on input (goods and services).

21.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

22. LIABILITY OF THE GOVERNMENT OF INDIA:-

It is expressly understood and agreed by and between the CONTRACTOR and ONGC (the Indian PSU), that ONGC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that ONGC is an independent legal entity with power and authority to enter into CONTRACTs solely in its behalf under the applicable laws of India and general principles of CONTRACT Law. The CONTRACTOR expressly agrees, acknowledges and understands that ONGC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all

actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT

23. FORCE MAJEURE:

(Circular No. 02/2017 dated 27.01.2017)

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

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely ONGC and the Contractor, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

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

24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC

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

25. PREFERENCE TO LOCAL COMPANIES:-

CONTRACTOR agrees to give priority and preference to locally owned companies, when hiring Sub CONTRACTOR, SUBJECT TO price, quality and delivery being equivalent.

(Circular no. 06/2006 dated 28.04.2006)

25.1 Contractor shall source the fuels like petrol, diesel etc., if required for carrying out the works / services covered under this contract, from M/s. Mangalore Refinery & Petrochemicals Limited, Mangalore (a subsidiary of ONGC), wherever feasible.

26. JURISDICTION AND APPLICABLE LAW:-

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (the place where the CONTRACT is signed in India). Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the Land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

27. ARBITRATION

(Circular No. 54/2016 dated 29.12.2016)

27.1 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.

(Circular No. 06/2020 dated 29.01.2020)

3. The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("**Invocation Notice**"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also.

The closing currency exchange rate as applicable on the day prior to the date of notice, as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal should be adopted for conversion of foreign currency in Indian Rupees. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, ONGC will forward a list containing names of five

jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by ONGC. In case ONGC itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.

5. For a dispute involving claims above Rs.5 crores and upto Rs. 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with the copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of Section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above.

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

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

6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
7. Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
8. The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.
9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete.

- (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.

(Circular No. 34/2018 dated 12.07.2018)

27.2 Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

~~(Circular No. 54/2016 dated 29.12.2016)~~

(Circular No. 44/2022 dated 06.10.2022)

27.3 Resolution of disputes through conciliation by OEC

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

Parties hereby agree as under:

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

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

1) Parties further agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
- ii) Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision under the provisions of Integrity Pact executed between ONGC and the Bidder / Contractor.

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

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

Proposal for OEC

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

2. Claimant shall give notice for conciliation. In cases where the contractor is claimant then the notice shall be given to the concerned ONGC office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any issue thereafter. It shall be ensured by parties that no parallel proceedings relating to dispute under the same contract are going on in any Court/Forum/Tribunal. In

case, if any dispute is pending relating to the same Contract, then both the parties shall either withdraw the proceedings from the Court/ Tribunal / forum or shall keep the case in abeyance.

Constitution of OEC

3. CMD, ONGC will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by ONGC and will normally comprise of three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) upto Rs 1 crore.

Reconstitution of OEC:

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

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

5. The OEC members shall give a declaration of independence and impartiality (as per Appendix 3) to both the parties before the commencement of the OEC proceedings.

Constitution of OEC

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

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

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

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

10. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations. In exceptional circumstances such as death/serious illness of OEC member or if any OEC member has recused himself from the case during OEC proceedings, then with the consent of both the parties, two OEC members shall give and sign the recommendations. At the conclusion of OEC proceedings, OEC members shall give its recommendations for resolution of disputes based on material before it with proper justification and reasons. Failure report shall not be construed to be a recommendation by the OEC.

11. The parties shall be represented by their in-house employees/executives. No party shall be allowed to bring any advocate or outside consultant/advisor/ agent to contest on their behalf. Ex-officers of ONGC who have handled the matter in any capacity are not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

12. Solicitation or any attempt to bring influence of any kind on either OEC Members or ONGC is completely prohibited in conciliation proceedings and ONGC reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

13. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

14. OEC will give full opportunity of hearing to the parties before giving its recommendations.

15. OEC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement. CMD, ONGC may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.

16. OEC members will be paid fees and provided facilities (as detailed under point 27 of this clause) hereinafter, subject to revision by ONGC from time to time and subject to Government guidelines on austerity measures, if any.

17. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Delhi or Mumbai whichever is most economical from the point of view of travel and stay etc. OEC meetings can be conducted through video conferencing.

18. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

19. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.

Actions after OEC Recommendations

20. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.

21. The contractor shall give its response to ONGC within 15 days of receiving OEC Recommendation.

22. If the Recommendations are acceptable to the contractor partly or fully, ONGC will consider and take a decision on OEC recommendations. Key executive shall communicate the decision of ONGC to the contractor. If decision of ONGC is acceptable to the contractor, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the OEC Members.

23. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.

24. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any arbitration / court proceeding whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b. admissions made by the other party in the course of the OEC proceedings;
- c. proposals made by the OEC;
- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

25. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by ONGC to Govt. of India or its authorities, if required.

26. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

27. Fees and facility to the OEC Members

1. OEC members shall be entitled for the following fees and facilities (as amended by ONGC from time to time):

Sl. No.	Fees/ Facility	Entitlement	To be paid by
i.	Fees	Rs. 30,000 per meeting subject to maximum of Rs. 3,00,000 for the whole case. In addition, Rs. 10,000 is payable to each OEC member as a reading fees and one OEC member chosen by OEC shall be paid an additional amount of Rs. 30,000 towards secretarial expenses in writing Minutes / OEC Recommendation	Contractor
ii	Fee for attending meeting to authenticate the settlement agreement	Rs. 10,000	Contractor
iii	Transportation in the city of the meeting	Car as per entitlement or Rs. 3,000 per day	Contractor
iv	Venue for meeting	ONGC conference rooms	ONGC
Facilities to be provided to the out -stationed member			
v	Travel from the city of residence 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. 4,000	Contractor
vii	Stay for out stationed members	5 Star Hotel	ONGC
viii	Transport in the city of meeting	Car as per entitlement or Rs. 3000 per day	Contractor

All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

28. CONTINUANCE OF THE CONTRACT: -

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

29. INTERPRETATION: -

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this CONTRACT.

30.0 ENTIRE AGREEMENT: -

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and ONGC.

(Circular no. 16/2007 dated 10.10.2007)

31.0 PATENT INDEMNITY

31.1. The CONTRACTOR shall, subject to the CORPORATION's compliance with Sub-Clause below, indemnify and hold harmless the CORPORATION and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CORPORATION may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

31.2. If any proceedings are brought or any claim is made against the CORPORATION arising out of the matters referred to in GCC above Sub-Clause, the CORPORATION shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the CORPORATION's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

31.3. If the CONTRACTOR fails to notify the CORPORATION within twenty-eight (28) days after receipt of such notice that it intends to conduct any

such proceedings or claim, then the CORPORATION shall be free to conduct the same on its own behalf.

31.4. The CORPORATION shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.

31.5. The CORPORATION shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the CORPORATION.

32.0 INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the CORPORATION and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the CORPORATION. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

33.0 EXPORT/RE-EXPORT CONTROL RESTRICTIONS:

In case there are certain export / re-export control restrictions imposed by parent country of the Contractor(s) w.r.t the items (i.e. goods, equipment, services, or technology) offered by them to Corporation regarding their end use or the end user or regarding their usage in certain other countries, then the Contractor can intimate about same while quoting in the Corporation's tender(s). Such intimation by the Contractor about the items (i.e. goods, equipment, services, or technology) being covered under export control regulations will not lead to rejection of the offer(s) in Corporation's tenders. Further, in case of award of Contract on such bidder(s), it should be stipulated therein that the items (i.e. goods, equipment, services, or

technology) being procured against this CONTRACT would be used by Corporation for exploration and exploitation of hydrocarbons in India only. However, if for any reasons whatsoever the end use or end user of these items are required to be changed or if these goods are to be taken for use in countries out side India, then Corporation would request the Contractor to obtain consent from the concerned authority in their country.

(Circular No. 08/2007 dated 07.06.2007)

34.0 INTEGRITY PACT (applicable for tenders 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.

(Circular no. 17/2006 dated 24.07.2006)

35.0 Limitation of Liability

(Circular No. 37/2017 dated 24.08.2017)

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

a) Neither the Contractor nor the Company (ONGC) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages **plus** GST thereon to the Company and

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 50% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

(Circular 07/2014 dated 02.07.2014)

36. 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.

(Circular No.14 dated 15.04.2015)

37. 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, Deedayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070.

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

Circular No. 15/2023 dated 27.02.2023

Note: The name and e-mail IDs of the IEMs appointed in ONGC are as under:

1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)
2. Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)
3. Shri Vijay Kumar Singh, IPS (Retd.) (dated 27.07.2023)
(vijaykumarsingh@hotmail.com)

(Circular No. 39/2018 dated 01.08.2018) ([Circular No. 08/2019 dated 23.04.2019](#))

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

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

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services

or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

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

Note:

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

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

(Circular No. 39 dated 28.08.2020)

39. In case, certificate submitted by the supplier during tendering stage with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border with India' " as mentioned under Instruction to Bidder of Tender document, is found to be false, then their contract shall be terminated and Security deposit shall be forfeited.

(Circular No. 59/2020 dated 02.12.2020)

(Circular No. 46/2021 dated 23.12.2021)

40. APPLICABLE FOR DEVELOPMENT ORDERS (Applicable for Oil Field Services):

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 services which has been so developed by the party.

Notwithstanding the above provisions, successful development and execution thereof does not guarantee the vendor any assured contract(s) from ONGC.

Circular NO. 38/2022 dated 08.09.2022

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

Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time, shall be applicable with certain modifications as stipulated in MoPNG notification 26.04.2022 (as amended from time to time).

[All terms and conditions of aforesaid policy shall be applicable as per relevant clause in Instructions to Bidders (Annexure-I) of Tender document]

Proforma of Electronic Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil & Natural Gas CORPORATION

India

Dear Sirs,

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted

assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

(Circular No. 31/2019 dated 15.11.2019)

(Circular No. 37/2023 dated 06.06.2023)

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

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

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

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

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

Through State Bank of India Nostro Account:

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

Any claim under this Guarantee must be received by us on or before _____ (Indicate date of expiry of claim period which includes minimum **one month** period from the the expiry of this Bank Guarantee). If

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

(Circular No. 12/2009 dated 06.03.2009)

(Circular No. 37/2023 dated 06.06.2023)

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding documents.

(Circular no. 23/2013 dated 09.09.2013)

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

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

OR

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

OR

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

(Circular No. 79/2023 dated 30.10.2023)

6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	nayan_niraj@ ongc.co.in
(v)	Contact No.	9968282271
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
(viii)	Registered office address Pin code	110070
(ix)	Communication address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

The above instructions are also applicable for the other Bank Guarantees (such as Performance security by Supporting Company/Ultimate controlling company, Bank Guarantee towards release of LD etc.)

Appendix - 2

Proforma for Irrevocable Bank Guarantee to be submitted by the contractor in lieu of payment of Customs Duty made by ONGC, on behalf of Contractor.

(Circular No. 37/2017 dated 24.08.2017)

- Deleted -

(Circular No. 35/2015 dated 22.09.2015)
(Circular No. 44/2022 dated 06.10.2022)

APPENDIX 3

Declaration of independence and impartiality by OEC Member

To,

1. ONGC

2. Contractor

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

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

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

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

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

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

(Signature)

Name:

Address:

Phone:

Email:

Date:

(Circular No. 35/2015 dated 22.09.2015)
(Circular No. 44/2022 dated 06.10.2022)

APPENDIX 4

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

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

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

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

Statement of Claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims.

BID EVALUATION CRITERIA [Services- ICB]

A. Vital criteria for acceptance of bids:-

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.

However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected. **(Circular No. 41/2016 dated 15.09.2016)**

B. REJECTION CRITERIA

B.1 Technical rejection criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

1.0 Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

2.0 Eligibility and experience of the bidder:- **(Work centers to choose and fill up the blanks as per the requirement of the individual tender)**

(Circular No. 18/2009 dated 17.04.2009)

2.1(a) ***(Work centers to choose and fill up the blanks as per the requirement of the individual tender, wherever required)***

(Circular No. 11/2019 dated 24.06.2019)

(Circular No. 46/2022 dated 13.10.2022)

2.1(a)-I (i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum ...years of experience in providing (similar) *services.

(ii) Bidder should have executed at least ... number of contracts of (similar)*nature in the last ...years.

Or

Applicable in case of recurring / repetitive nature of services. This may be incorporated with approval of CPA based on TC recommendations

(ii) Bidder should have executed at least ... number of contracts of (similar)*nature for minimum duration of ... days/months/years, in the last ... years. [Note: Ongoing contracts having satisfactory completion of minimum duration as above shall also be considered as executed for evaluation purpose]

The bidder's experience in ongoing contract involving multiple services (with no interdependence) shall also be considered in meeting the experience under (i) and (ii) above subject to condition that the relevant service has been satisfactorily completed.

For meeting the requirement above at (i) & (ii), the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.

To this effect, Bidder should submit copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts/satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

[As per requirements of individual case, after due deliberation in TC (while finalizing BEC) and approval of CPA, work center should suitably modify the following entries appearing above:

(*) The word (similar)* should be defined with specific reference to the nature of required Services;

Above details should be specified without restricting competition and also taking into account the nature and criticality of the Service.]

Circular No. 11/2017 dated 01.03.2017

(Provisions at (II) below should be incorporated when bids from consortium of companies are allowed by CPA at the time of approving the BEC)

(Circular No. 09/2018 dated 23.02.2018)

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

The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 26% stake in terms of bid value, as reflected in the MOU executed by the consortium members. Each member of consortium shall remain jointly and severally liable to ONGC.

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

2.1.1 Notwithstanding the provisions that the members of consortium shall be jointly and severally liable to ONGC, the leader of consortium should undertake unconditional acceptance of primary responsibility of executing the entire 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.

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

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

Note: For detailed conditions on consortium bid refer clause 1.3 & 7.14 of ITB.

Circular No. 11/2017 dated 01.03.2017

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

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

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

(Circular No. 09/2018 dated 23.02.2018)

2.2 (Applicable in ICB tenders only):

Eligibility criteria in case bid is submitted on the basis of technical experience of another company (supporting company) which holds more than fifty percent of the paid up share capital of the bidder company either directly or through intermediate subsidiaries or vice versa.

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company either directly or through intermediate subsidiaries or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements / Guarantees/Undertakings along with the techno-commercial bid:

- (i) An Agreement **(as per format enclosed at Appendix A-1)** between the bidder and the supporting company.
- (ii) Guarantee **(as per format enclosed at Appendix A-2)** by the supporting company to ONGC for fulfilling the obligation under the Agreement.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee **(as per format and instructions enclosed at Appendix A-3)**, equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries Or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- (iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by ONGC due to non-performance of the contractor.

Note:

In case Supporting company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

2.3 Eligibility criteria in case bid is submitted on the basis of technical experience of such companies that are controlled by a ‘ultimate controlling company’ :(Applicable in ICB Tenders only):

(For the purpose of this clause ‘ultimate controlling company’ is the one that holds more

than fifty percent of the paid up share capital of each of the companies viz. the bidding company, all the supporting companies, intermediate company and 'any other company' mentioned in the clause.)

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria stipulated in the BEC can also be considered based on the experience of the company within the 'ultimate controlling company' subject to meeting of the following conditions;

- i. Provided that the supporting company and the bidding company are both controlled by an ultimate controlling company either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.
- ii. Provided that the supporting company on its own and not through any other arrangement like Technical collaboration agreement meets the technical experience criteria stipulated in the BEC.
- iii. Provided that with a view to ensure commitment and involvement of the ultimate controlling company for successful execution of the contract, the bidding company shall enclose an agreement **(as per format enclosed at Appendix A-4)** between them, their ultimate controlling company and the supporting company.
- iv. Undertaking by Supporting Company or Ultimate Controlling Company that in case of award, an additional PBG (as per format and instructions enclosed at Appendix A-3), equivalent to 50% of the value of the PBG by the bidding company, shall be submitted either by Supporting Company which supports the bidding company or the Ultimate Controlling Company, in case the supported bidding company is the successful bidder.

In cases where foreign based supporting company or the Ultimate Controlling Company do not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company or the Ultimate Controlling Company subject to the condition that supporting company or the ultimate controlling company, as the case may be, has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries Or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company or the Ultimate Controlling Company are not having any Permanent Establishment in India in terms of Income Tax Act of India.

- v. Provided that the turnover of the ultimate controlling company in the last financial year is more than US\$ 1 billion. Copy of the latest Audited Annual Financial Statements to be submitted by the ultimate/ holding parent company, along with the techno-commercial bid.
- vi. In case of contracts involving multifarious activities such as - (a) manufacturing /supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of multiple supporting company(ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the supporting companies and the bidding company should be controlled by a ultimate

controlling company, either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.

- vii. In case of scenario at (vi) above, separate agreement for such activity(s) among each supporting, bidding company or the ultimate controlling company shall be submitted **(as per format enclosed at Appendix A-4)**. However, in such cases, additional PBG as per clause (iv) above shall be furnished by the ultimate controlling company.

Note:

In case Supporting Company which supports the bidding company or the Ultimate Controlling Company, fails to submit Bank Guarantee as per (iv) above, EMD/SD submitted by the bidder shall be forfeited.

Note for clause No. B.1(2.2) and B.1(2.3):

(i) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company or bidding company, intermediary company, supporting company or the ultimate controlling company as the case may be.

ii) Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.

The above certificates/ undertakings / Authorization letter should be of a date after NIT date.

(Circular No. 28/2018 dated 30.05.2018)

2.4 (Applicable for ICB tenders only)

(Applicable for Cases where Supply of material is also involved along with rendering of Services)

In cases where scope of work involves rendering services and supply of material also, the offer from a bidder who meets the experience criteria either on its own or based on the experience of the supporting company shall be accepted subject to meeting the condition laid down at Clause 2.2.

In case bidder is not able to execute supply of material portion of the scope of work on its own, then it shall be allowed to supply material through other company provided that the bidder and the company supplying material belongs to same group of companies and

either

both are controlled by a Ultimate controlling company* either directly or through intermediate subsidiaries or vice versa.

or

the company supplying the material have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

(* Herein a 'ultimate controlling company' is the one that holds hundred percent of the paid up share capital of the bidding company and company supplying material either directly or

through its intermediate company or through 'any other company' within the ultimate controlling company)

The order on direct sale basis for supply of material shall be placed by ONGC directly on such group company of the bidder. However, the bidder shall be fully responsible for delivering the material at site including customs clearance and without any interruption in operation and without any additional cost to ONGC. In case of suspension of work due to non-availability of the material, zero rate shall be applicable for the service portion also and the bidder shall be responsible for all the consequences arising out of non-availability/delayed supply of the material including but not limited to forfeiture of Performance Bank Guarantee submitted by the successful bidder/contractor/supporting company(ies).

For this purpose, the following information/document shall be submitted by the bidder alongwith techno-commercial bid:

- (I) The details of the group company supplying the material,
- (II) The role and scope of work to be performed by Bidder and aforesaid group company of the bidder
- (III) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the group company supplying the material and Ultimate controlling company, as applicable.

Circular No. 11/2017 dated 01.03.2017

2.5 Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1(a) and 2.1(b) above.

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

(Circular No. 59/2020 dated 02.12.2020)

(Circular No. 42/2023 dated 08.06.2023)

2.7 Bidders, who have successfully executed development order for <<Services- to be mentioned by Work centers>> placed by ONGC/OIL pursuant to issuance of certificate in this regard shall be considered as proven source for the providing these services and in that case documents for satisfying BEC Clause 2.1(a)-I are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.

For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.

(Circular No. 08/2021 dated 22.03.2021)

(Work center to incorporate the following Note only in the tenders pertaining to 4 categories as mentioned under Para 90.5 of IMM Manual)

Note:

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

2.8 Deleted vide Circular No. 42/2023 dated 08.06.2023

(Circular No. 54/2017 dated 21.11.2017)

3 Training of ONGC Officials: **(OPTIONAL)** (Work center should note that requirement of training to ONGC Officials should be examined in light of the provisions under para 16.12. of IMMM.

In all cases where BEC **so approved** stipulates provisions for training of executives, the bidders will be asked to indicate separately the cost of training to executives at abroad / in India and same shall be considered for evaluation purpose.)

(Circular No. 23/2010 dated 09.07.2010)

~~4. Rejection of offer of bidders on account of their poor performance in past performance w.r.t timely mobilization of the rigs, equipment and/or manpower:~~
(Entire provision deleted vide Circular No. 49/2010 dated 29.10.2010)

B.2 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected:

1.0 - ~~Proof of the sale/issue of bid document~~ - Deleted - (Circular No. 24/2017 dated 21.06.2017)

2.0 Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

(Deleted vide Addendum dated 22.09.2021 to Circular No. 24/2021)

~~Offers with techno-commercial bid containing prices shall be rejected outright.~~

3.0 Acceptance of terms & conditions :

The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I.

(Circular No. 39/2020 dated 28.08.2020)

3.1 Bidder should confirm their acceptance that they comply with the provisions with regard to “Guidelines for eligibility of a ‘*Bidder from a Country which shares a land border With India*’ ” as detailed at Annexure-I “Instructions to Bidders”. Bidder should also submit the requisite certificate as mentioned.

4.0 Offers of following kinds will be rejected:

- (a) Offers made without Bid Security/Bid Bond/Bank Guarantee alongwith the offer (Refer clause 17 of Instruction to Bidders at Annexure I).
(Circular No. 37/2009 dated 12.08.2009)
- (b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.
- (c) Offers made by Agents/Consultants/Retainers/Representatives/Associates of foreign principals.
- (d) Offers which do not confirm unconditional validity of the bid for 90 /120 (Work centers to choose which ever is applicable) days from the date of opening of bid.
- (e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- (f) Offers which do not conform to ONGC’s price bid format.
- (g) Offers which do not confirm to the mobilisation period indicated in the bid.
- (h) Offers which do not confirm to the contract period indicated in the bid.

(Existing (i) and renumbered deleted vide Circular no. 59/2018 dated 08.11.2018)

(Circular No. 05/2013 dated 23.01.2013)

- (i) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids. (applicable for tenders above Rs. 1 crore)

(Circular no. 03/2005 dated 18.02.2005)

- (j) (Applicable for Charter Hire of vessels such as Survey Vessels/OSV/MSV/PSV)
The bidder not confirming availability of offered vessel at least one day prior to opening of price bids.

(Circular no. 26/2021 dated 20.08.2021)

- (k) Offers not accompanied with a copy of valid GST registration certificate under GST Legislation of India

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

(Not applicable for supply of Service by foreign service provider providing services from outside India who do not have any fixed place of business or residence in India. Such bidder shall provide undertaking to that effect)

(l) Offers not accompanied with an undertaking to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit. (Not applicable for the bidder who are under composition levy)

(Circular No. 39/2008 dated 05.12.2008)

(m) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.

(Circular no. 59/2018 dated 08.11.2018))

(n) Offers submitted without undertaking on Limiting of charges as per Appendix -...

(Circular No. 07/2014 dated 02.07.2014)

(o) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.

Circular No. 11/2017 dated 01.03.2017

(p) Offers not accompanied with the undertaking/Agreements as per clause B.1.2 and ~~B.1.6.0~~ B.2.6.0, if applicable.

~~(Circular no. 14/2008 dated 15.05.2008)~~

(Circular no. 24/2021 dated 02.08.2021)

4.1 Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.

Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.

If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.

5.0 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

(Circular No. 10/2017 dated 01.03.2017)

6.0 Criteria for ascertaining Financial Capability of the bidders.

(Circular No. 08/2018 dated 23.02.2018)

(Circular No. 65/2023 dated 05.09.2023)

(To be incorporated in BEC of tender documents in respect of Hiring of Services where annualized value of the tender is above Rs. 10 Crore.)

All the below mentioned applicable Financial Criteria shall be met by the bidders, as applicable for procurement of Service contracts:

1. **Turnover of Bidders.** : Rs _____ or more (work center to fill 50% of annualized Estimated value)
- 2 **Net-worth of Bidder** : Positive

(The amount of required turnover, shall be upfront indicated in the BEC by Work Center.)

* Methodology for ascertaining current liabilities, current assets and long term debt shall be consistent with IFRS / IND AS standards.

The turnover of bidders to be considered for evaluation shall be the average turnover of the last two years as brought out at note (iv) below.

Subject to provisions under second paragraph of Note (i)-a. Net-worth shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.

(Circular 06/2020 dated 29.01.2020)

In case the financial statements submitted by the bidder are in currencies other than INR, the closing currency exchange rate as prevailing on the date of publication of NIT as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal, shall be considered for converting it into INR. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

Corrigendum to Circular No. 10/2017 dated 07.03.2017

(Circular No. 65/2023 dated 05.09.2023)

The basis of Estimated value shall be the total estimated cost put to tender including duty and taxes, if any, which is taken into consideration for estimation.

In case of Two Bid System, in the un-priced bid, the bidder should explicitly bring out the value worked out against each parameter and should also submit confirmation of meeting all the parameters of Criteria for ascertaining Financial Capability of the bidders.

NOTES:

Bidder can either be a single entity which includes Incorporated Joint Venture or a consortium.

(i) Following documents to be submitted by the bidder:

- (a) The bidder shall submit its Audited consolidated financial statement with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.

In cases where the bidding/supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing chartered accountant or equivalent.

- (b) Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company (refer note v(a) below)

- (c) A certificate from the Statutory Auditor in respect of "Positive Net Worth" on the basis of Audited consolidated financial statement, calculated as per definition of Net Worth provided in the tender document, is to be provided by the bidder. In case of foreign bidder and where Statutory Audit is not required as per law, the "Positive Net Worth" certificate should be from Chartered Accountant Firm or equivalent.

(ii) Net worth shall mean: “ Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation”.

(iii) The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be certified by practising Chartered Accountant or equivalent.

Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.

(iv) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover from operation of the bidder for the previous two financial years shall be considered. Average turnover from operation of the bidder for the previous two financial years shall be calculated by dividing the turnover from operation of previous two years by two, irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. The bidder will provide a copy each of audited

consolidated annual Financial Statement of bidder with all its subsidiaries for previous two financial years for ascertaining their turnover. The date (i.e the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the bid closing date.

(v)-(a) A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-

1. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries.

2. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.

3. Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at **Annexure-A**.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

4. In such cases, all applicable financial parameters viz. Turnover, Net-worth & Working Capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.

(v)-b. Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:

1. Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.

2. A Corporate Guarantee from the supporting company in the prescribed format at **Annexure-B** (to be suitably modified as per tender).

3. A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.

4. Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.
- 5 Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Annexure-A.

Note:

In case Supporting company fails to submit Bank Guarantee as above, EMD/SD submitted by the bidder shall be forfeited.

- 6 Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by ONGC due to non-performance of the contractor.

The above certificates/undertakings should be of a date after NIT date.

vi. Wherever the consortium bids are allowed and the bid is from a Consortium, the bidder is required to provide Memorandum of Understanding (MOU) executed by the consortium partners in the un-priced bid. The MOU should indicate the scope of work to be performed by the respective consortium members expressed as percentage of bid value. Each consortium partner should themselves individually meet the financial criteria parameters namely turnover in proportion to the percentage of work to be performed by them subject to minimum of 50% of the required amount shown against criteria of Turnover, for the leader of the consortium and 20% for other members of the consortium. The net worth as to be individually met by all consortium members as prescribed above. Support from parent/supporting company is not allowed to meet the financial criteria.

vii. In the tender, if there is specific provision allowing bidders to quote part quantity for each item/category/group (evaluation in that case being done item wise/category wise/group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender.

ix. Above financial criteria shall also be applicable for cases where delivery/contract period for supply of goods/services/turnkey projects is less than one year, treating Estimated value as the annualized Estimated value.

x. The above criteria are to be incorporated in the BEC's of all ongoing (where technical bids are yet to be opened) and future tenders, in respect of Goods/ Services / Turnkey Contracts valuing more than the specified value, with immediate effect.

The financial criteria will not be applicable for the following types of tenders irrespective of value:

- OEM / PAC Purchases
- Nomination Purchases
- Tenders for hiring Consultancy Services

(Circular No. 08/2021 dated 22.03.2021)

2.6.1 Deleted vide Circular No. 42/2023 dated 08.06.2023

7.0 Indian agent is not permitted to represent more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender. In case an Indian agent represents more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender, then offers of such foreign bidders (Suppliers/ Manufacturers/ Contractors) shall be rejected in that tender.

(Circular no. 59/2018 dated 08.11.2018)

8.0 Wherever limits are specified for charges/amounts w.r.t various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges etc. in BEC, the bidders must adhere to such limits.

However after opening of the price bids, if it is observed that that such charges/amounts quoted by the bidder(s) are higher than the limit for such parameters specified in the BEC, the offer(s) of such bidder(s) shall be evaluated restricting the charges/amounts upto the specified limit. Contract (in case bidder becomes L-1) shall also be awarded restricting the charges/amounts upto specified limit in the BEC. The bidder shall submit an undertaking in this regard alongwith techno-commercial bid as per format at Appendix-
.....

Note: The standby day rates/non-operating day rates quoted by the bidder must not be higher than 95% of the quoted operating day rates.

C. Price Evaluation Criteria

(Circular No. 06/2020 dated 29.01.2020)

While evaluating the bids, the closing currency exchange rate as applicable on the day prior to the price bid opening as per “Daily” Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal, will be taken into account for conversion of foreign currency into Indian Rupees. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

Where the time lag between opening of price bid and final decision exceeds three months, the currency exchange rate as above on the day prior to date of final decision will be adopted for conversion of foreign currency into Indian Rupees.

(Circular No. 19/2012 dated 02.08.2012)

2.1 Evaluation of bids:- “ As per requirement” (Work center to clearly indicate the evaluation methodology as per requirements of the tender)

(Circular No. 37/2017 dated 24.08.2017)

2.2 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and ONGC would not undertake any responsibility whatsoever in this regard.

Accordingly, bidders (excluding the Service providers covered under clause C-2.2.1 below) should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered), Service Accounting Code, along with all other taxes and duties applicable.

Total price inclusive of GST as applicable shall be taken for evaluation.

In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST and also provisions of change in law will not apply..

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

GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

2.2.1 For Services provided to ONGC in taxable Territory of India by foreign service provider providing services from outside India who does not have any fixed place of business or residence in India, or as per relevant provisions of tender document, where the liability to pay 100% GST is on ONGC, the bidder should not include the

GST in his quoted price. However, the GST as applicable will be loaded on the quoted price for the purpose of evaluation.

2.2.2 – Deleted vide |Circular No. 37/2017 dated 24.08.2017

2.2 – Deleted vide |Circular No. 37/2017 dated 24.08.2017

2.3 As GST is being taken into account for the purpose of evaluation of bids, the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

3. PURCHASE PREFERENCE POLICY(IES) :

(Circular No. 61/2018 dated 19.11.2018) (Circular No. 09/2019 dated 11.06.2019)
(Circular No. 29/2019 dated 07.07.2020)(Circular No. 10/2021 dated 06.04.2021)
~~(Circular No. 21/2021 dated 23.07.2021)~~ (Circular No. 05/2022 dated 25.01.2022)

Circular No. 10/2021 dated 06.04.2021

3.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

(Circular No. 13/2019 dated 04.07.2019)

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the eligible MSE(s) shall be allowed to share portion of supply in the following manner:

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

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

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

For example:

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

Notes:

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

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

(Circular No. 54/2018 dated 04.10.2018)

3.1 (a) Provisions such as seeking support from another company, submission of JV/consortium bid, etc., wherever allowed and available to large companies in the tender document shall also be available to MSEs. However in order to avail the benefits reserved for MSEs i.e. exemption from payment of EMD and purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs.

(Circular No. 54/2018 dated 04.10.2018)

3.1(a) Provisions such as seeking support from another company, submission of JV/consortium bid, etc., wherever allowed and available to large companies in the tender document shall also be available to MSEs. However in order to avail the benefits reserved for MSEs i.e. exemption from payment of EMD and purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs.

(Circular No. 38/2022 dated 08.09.2022)

3.2 Bidders to comply Public Procurement (Preference to Make in India) Order 2017” (MII) read with Ministry of Petroleum & Natural Gas notification applicable in this tender as per Clause No..... of Instruction to Bidders (relevant clause no. to be inserted by Work Centre) and submit requisite information/documents.

(Circular No. 38/2022 dated 08.09.2022)

(Circular No. 35/2023 dated 30.05.2023)

3.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 as brought out at Clause No..... of Instruction to Bidders. (Relevant clause no. to be inserted by Work Centre).

D. Criteria for loading of bids (Work centers to add as per the requirement of the individual tender)

Loading on account of higher service fee than permitted, higher break down time than permitted etc.

E. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.
3. On site inspection will be carried out by ONGC’s officers / representative /Third Parties at the discretion of the ONGC.

Note:- Work centres depending on the individual tender requirement, may add clauses to this BEC to suit the specific need of the individual tender.

(Circular No. 10/2017 dated 01.03.2017)

Annexure-A

**Proforma of Bank Guarantee towards Performance Security by the Supporting
Company of the bidding company.
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 ----- New Delhi-110001, 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).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between ONGC and the CONTRACTOR and ONGC having agreed that the 'SUPPORTING COMPANY' shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all

moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

(Circular No. 31/2019 dated 15.11.2019)

(Circular No. 37/2023 dated 06.06.2023)

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

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

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

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

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

Through State Bank of India Nostro Account:

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

GUARANTEE BY THE SUPPORTING COMPANY/GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at hereinafter called “the Guarantor and or the Supporting company ”which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

1. M/s Oil & Natural Gas Corporation Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number -----and its Registered Office at ----- and having an office, amongst others, at (insert purchase centre address) hereinafter called “ONGC ” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number for on

2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called “the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, _have in response to the above mentioned tender, submitted their bid bearing number to ONGC.

3. The Bidder does not meet the financial criteria required under the aforesaid tender.

4. The Guarantor Company holds more than 50 % paid up equity capital of the Bidder.

5. The Guarantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

(Circular No. 08/2018 dated 23.02.2018)

6. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

ONGC is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing financial support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by ONGC Corporation at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide financial support as may be required by the Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to ONGC and undertakes as follows:

(Circular No. 66/2018 dated 27.12.2018)

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor

has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
4. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of, India.
5. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
6. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting Company)
M/s _____

Witness:
1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____
official seal _____

2. Signature _____
Full Name _____
Address _____

Instructions:

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such agreements.

(Applicable wherever limits are specified for various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges etc. in BEC)

FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)

Tender No. _____

With reference to the Notice Inviting Tender, I / We (Name of the bidder) have gone through the tender documents more particularly the BEC clauses and noted the content therein. I/ We undertake that I/We shall abide by the Terms and Conditions of the Tender including BEC etc. It is further certified and confirmed that we have quoted the price within the limits specified in BEC for various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges* etc.

If by mistake or otherwise I/ We have quoted above rates / price beyond the prescribed limit, then I/ We hereby give our consent and authorize ONGC to treat the rate / price exceeding the prescribed limit as withdrawn and to evaluate our bid restricting our rates/ prices to the prescribed limits.

I/We hereby give our consent and authorize ONGC to award the contract to us on the price/ rates restricted to prescribed limits and we shall have no objection to any such reduction in our quoted rates/ price.

(* Work centre to delete whichever is not applicable)

(Authorized signatory of bidder)
Seal:

Date:
Place:

(Circular No. 11/2017 dated 01.03.2017)

(Appendix No A-1)

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR SUPPORTING COMPANY
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) Corporate Identity Number ----- hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of company which hold more than fifty percent of the paid up share capital of the bidding company / company in which it holds more than fifty percent of the paid up share capital. as the case may be) Corporate Identity Number -----hereinafter referred to as "Supporting Company" of the other part:

WHEREAS

M/s. Oil and Natural Gas Corporation Limited (hereinafter referred to as ONGC) Corporate Identity Number ----- has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company] and whereas Supporting Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit its bid to ONGC for the full scope of work as envisaged in the tender document and liaise with ONGC directly for any clarifications etc. in this context.
2. M/s. _____ (Supporting Company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Supporting Company and accepted by the bidder.
(Circular No. 09/2018 dated 23.02.2018)
3. The Bidder/Supporting Company holds more than 50 % paid up equity capital of the Supporting Company/Bidder.
4. This agreement will remain valid till validity of bidder's offer to ONGC including extension if any and till satisfactory performance of the contract in the event the contract is awarded by ONGC to the bidder.
5. It is further agreed that for the performance of work during contract period bidder and Supporting Company shall be jointly and severally responsible to ONGC for satisfactory execution of the contract.
6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by ONGC.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Supporting Company)

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

GURANTEE BY THE SUPPORTING COMPANY / GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at hereinafter called "the Guarantor and or the Supporting company "which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

1. M/s Oil & Natural Gas Corporation Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number -----and its Registered Office at ----- and having an office, amongst others, at (insert purchase centre address) hereinafter called "ONGC " which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number for on

2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called "the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, _have in response to the above mentioned tender, submitted their bid bearing number to ONGC

(Circular No. 09/2018 dated 23.02.2018)

3. The Bidder/Guarantor Company holds more than 50 % paid up equity capital of the Supporting Company/Bidder.

4. The Guarantor Company meets all the Experience criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

5. ONGC is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing technical support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by ONGC Corporation at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to ONGC and undertakes as follows:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder / Contractor Company of any of its obligations under the Bid or the Contract that may be awarded in any respect, the Guarantor shall, immediately on receipt of notice of demand from ONGC, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Corporation and duly perform the obligations of the Company to the satisfaction of the Corporation.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge

of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.

3. The Guarantor shall be jointly with the Bidder / Contractor as also severally responsible to ONGC for satisfactory performance of the contract that may be awarded to the Bidder / Contractor by ONGC.

(Circular No. 08/2018 dated 23.02.2018)

4. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

(Circular No. 66/2018 dated 27.12.2018)

8. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting Company)

M/s _____

Witness:

1. Signature _____

Full Name _____

Address _____

Signature _____

Name _____

Designation _____

official seal _____

2. Signature _____

Full Name _____

Address _____

Instructions:

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such agreements.

Proforma of Bank Guarantee towards Performance Security by the Supporting Company / Ultimate Controlling Company (as the case may be) of the bidding company.

PERFORMANCE GUARANTEE

Ref. No. _____

Bank Guarantee No _____ Dated _____

To,

Oil & Natural Gas CORPORATION LIMITED

India

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at ----- New Delhi-110001, India Corporate Identity Number -----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 _____ Corporate Identity Number ----- (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ Corporate Identity Number ----- based on whose experience/technical strength, the CONTRACTOR has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between ONGC and the CONTRACTOR and ONGC having agreed that the 'SUPPORTING COMPANY' shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which

expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

(Circular No. 31/2019 dated 15.11.2019)

(Circular No. 37/2023 dated 06.06.2023)

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

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

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

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

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

Through State Bank of India Nostro Account:

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

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

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

WITNESS NO. 1

-----		-----
(Signature)		(Signature)
Full name and	official	Full name, designation and address (in
address (in legible letters)		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)

(Appendix No A-4)

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SUPPORTING COMPANY AND THE ULTIMATE CONTROLLING COMPANY

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ Corporate Identity Number -----hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Supporting Company of the Bidder) Corporate Identity Number -----herein after referred to as "Supporting Company" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Controlling Company of both the companies viz. bidder and the supporting company) hereinafter referred to as "Ultimate Controlling Company" of the third part.

WHEREAS

M/s. Oil & Natural Gas Corporation Limited Corporate Identity Number ----- (hereinafter referred to as ONGC) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Supporting Company) and

Supporting Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to ONGC for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Supporting Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to ONGC including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by ONGC to the bidder.
4. Supporting Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by ONGC, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to ONGC and duly perform the obligations of the Bidder/Contractor to the satisfaction of ONGC.
5. The Ultimate Controlling Company also confirms and undertakes that the commitment made by the supporting company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Controlling Company also takes full responsibility in getting the contract executed through the supporting company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness

For and on behalf of
(supporting company)

M/s.
Witness

For and on behalf of
(Ultimate Controlling
Company)

M/s.
Witness

1)
2)

1)
2)

1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple supporting companies specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the supporting company(ies) and necessary modifications may be made in the above format to include all supporting companies.

Annexure-C

Standardized format for Memorandum of Understanding (MoU) for Consortium

This MoU is executed at..... on this day of between/among:

1. M/s, a company duly incorporated and validly existing under the laws of....., having its registered office at Corporate Identity Number - (hereinafter referred to as “**Member 1**”) which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);
2. M/s....., a company duly incorporated and validly existing under the laws of having its registered office at..... Corporate Identity Number - (hereinafter individually referred to as the “**Member 2**”), which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);

AND

(More members can be added on similar lines as above depending on the members involved in the particular consortium)

The above Member 1 and Member 2 hereinafter shall individually referred to as “**Consortium Member**” and collectively be referred to as “**Consortium**”

WHEREAS

- A. **Oil and Natural Gas Corporation Limited**, a company duly incorporated and validly existing under the (Indian) Companies Act, 1956, having its registered office at ONGC, Deendayal Urja Bhavan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, and having an office, amongst others, at..... [*insert Purchase Centre Address*] hereafter called “**ONGC**” has floated a Tender Number for on
- B. The Consortium Members individually do not fulfil the technical eligibility criteria of the said tender and are not eligible to submit its bid against the said tender.
- C. The Consortium Members have come together and desired to form a Consortium for submitting their bid against the said tender of ONGC.

AND WHEREAS

1. The terms and conditions in the bid documents more specifically clause 1.3 & 7.14 of ITB (**appropriate clause reference pertaining to Consortiums to be given for LSTK tenders**) have been read and understood by the Consortium and acceptable to each member of the Consortium who agrees to abide by the same.
2. Each member hereby confirms that he has the qualification and experience for their respective scope of work as required under the Bid Evaluation Criteria and fulfils the conditions of eligibility as required therein.

NOW, THEREFORE, the Consortium Members agree as follows:

- i) All the members of the Consortium shall be jointly and severally responsible for the execution and discharge of all the obligations under the contract, if awarded to the Consortium to the complete satisfaction of ONGC.
- ii) The role and scope/division of work of each Consortium Member shall be as under:

SL. No	Name of the Consortium Member who will carry out the activity	Activities (Role& Scope of Work to be performed)	Cross reference within the bid offer, where supporting documents are submitted/ attached ##	Scope of work / activity to be performed, expressed as a percentage (%) of Bid Value
1		(i)	%
		(ii)	%
		Total	%
2			%
			%

(In case bid has not been prepared before signing of MOU, the aforesaid cross reference may be provided in the offer in lieu of indicating in MOU)

- (iii) In accordance with the tender conditions of the aforesaid tender, M/s..... (Member 1 or 2 as the case may be) is hereby authorized by all the Consortium members to be the Leader of the Consortium (hereinafter referred to as the “**Leader**”) and to act on behalf of the Consortium, and :
 - (a) shall submit the bid, execute all relevant Bid Documents and deliver any documentation required on behalf of the consortium;
 - (b) shall be responsible for exchange of correspondence with ONGC and such correspondence exchanged between ONGC and Leader shall be binding on all Consortium Members
 - (c) shall be responsible for resolving any disputes/ misunderstanding / undefined activities, if any, amongst all the members of the Consortium
 - (d) Notwithstanding the provisions of being jointly and severally liable to ONGC by all members of consortium, the leader of consortium shall be primarily responsible for full execution of the entire ‘Scope of work’ of this tender/Contract(if awarded);
 - (e) shall sign the contract as authorised and on behalf of the Consortium (**Delete if each member of the consortium shall be signing the contract**)
 - (f) shall undertake full responsibility for timely completion of the awarded work ; and
 - (g) shall take the overall responsibility of project management of entire project.
- (iv) All payments under the contract shall be made by ONGC to individual Consortium Members as duly indicated in Price Bid format along with member wise details of price breakup /on percentage basis **OR** if no such price breakup/ on percentage basis is provided then only to the Leader of the Consortium (**strike out the one which is not applicable**).

In WITNESS WHEREOF, this MOU has been signed by or on behalf of each of the Members as of the day first above written.

Executed and delivered as a deed
by **each Member** acting by

.....

in the presence of:

.....
Signature

.....
Address:
Occupation:

.....
Signature

Instructions:

- (i) The above MOU shall be acceptable, only if signed by any of the following officials (who are empowered to sign such MOU) from the respective companies of the consortium members:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such MOU on behalf of the Member of the consortium.

Annexure-III

Certificate of Compliance of meeting Financial Parameters
(To be submitted by bidder on its letter head)

Bidder hereby submits 'Certificate of Compliance' to the effect that the financial parameters of the bidder are equal to or more than the required value as applicable as per para(work centre to fill relevant para No.) – Financial Criteria of BEC-

Signature of Authorised Signatory

Name of Signatory:

Seal of the Bidder

Note:

- i) Bidder is required to submit Certificate of Compliance for meeting the financial parameters as per BEC.

Enclosure-A

(Circular NO. 61/2020 dated 03.12.2020)

CALCULATION OF LOCAL CONTENT- SERVICE

- Deleted -

-

Enclosure –B

Proforma of Bank Guarantee towards Purchase Preference – Local Content.

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil And Natural Gas CORPORATION

India

Dear Sirs,

1. In consideration of Oil And Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson 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 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.

(Circular No. 31/2019 dated 15.11.2019)

(Circular No. 37/2023 dated 06.06.2023)

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

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

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

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India

Branch :(Work Center to indicate)
 Branch Code :(Work Center to indicate)
 Bank Account No. :(Work Center to indicate)
 IFSC Code :(Work Center to indicate)
 SWIFT Code :(Work Center to indicate)

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

Through State Bank of India Nostro Account:

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

BID EVALUATION CRITERIA [Services- Indigenous]

A. Vital criteria for acceptance of bids:-

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.

However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected. **(Circular No. 41/2016 dated 15.09.2016)**

B. REJECTION CRITERIA

B.1 Technical rejection criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

1.0 Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

2. Eligibility and experience of the bidder:- **(Work centers to choose and fill up the blanks as per the requirement of the individual tender)**

(For Specialized Services Circular No. 57/2020 dated 26.11.2020 should also be referred by Work Center)

(Circular No. 18/2009 dated 17.04.2009)

(Circular No. 11/2019 dated 24.06.2019)

(Circular No. 46/2022 dated 13.10.2022)

2.1(a)-I (i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum ...years of experience in providing (similar)*services.

(ii) Bidder should have executed at least ... number of contracts of (similar)*nature in the last ...years.

Or

Applicable in case of recurring / repetitive nature of services. This may be incorporated with approval of CPA based on TC recommendations

(ii) Bidder should have executed at least ... number of contracts of (similar)*nature for minimum duration of ... days/months/years, in the last ... years. [Note: Ongoing contracts having satisfactory completion of minimum duration as above shall also be considered as executed for evaluation purpose]

The bidder's experience in ongoing contract involving multiple services (with no interdependence) shall also be considered in meeting the experience under (i) and (ii) above subject to condition that the relevant service has been satisfactorily completed.

For meeting the requirement above at (i) & (ii), the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.

To this effect, Bidder should submit copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts/satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

[As per requirements of individual case, after due deliberation in TC (while finalizing BEC) and approval of CPA, work center should suitably modify the following entries appearing above:

(*) The word (similar)* should be defined with specific reference to the nature of required Services;

Above details should be specified without restricting competition and also taking into account the nature and criticality of the Service.]

Circular No. 11/2017 dated 01.03.2017

Circular No. 24/2023 dated 31.03.2023

(Provisions at (II) below should be incorporated when bids from consortium of companies are allowed by CPA at the time of approving the BEC)

(Circular No. 09/2018 dated 23.02.2018)

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

The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 26% stake in terms of bid value, as reflected in the MOU executed by the consortium members. Each member of consortium shall remain jointly and severally liable to ONGC.

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

2.1.1 Notwithstanding the provisions that the members of consortium shall be jointly and severally liable to ONGC, the leader of consortium should undertake unconditional acceptance of primary responsibility of executing the entire 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.

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

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

2.1.4 The leader and all other members of Consortium must be Companies incorporated in India.

Note: For detailed conditions on consortium bid refer clause 1.3 & 7.14 of ITB.

Circular No. 11/2017 dated 01.03.2017

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

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

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

Circular No. 11/2017 dated 01.03.2017

2.2 Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1(a) and 2.1(b) above.

Circular No. 11/2017 dated 01.03.2017

2.3 Indian companies/ Joint Venture companies(Incorporated JV):- Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to

submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening

(Circular No. 59/2020 dated 02.12.2020)

(Circular No. 42/2023 dated 08.06.2023)

2.4 Bidders, who have successfully executed development order for <<Services- to be mentioned by Work centers>> placed by ONGC/OIL pursuant to issuance of certificate in this regard shall be considered as proven source for the providing these services and in that case documents for satisfying BEC Clause 2.1(a)-I are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.

For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.

(Circular No. 08/2021 dated 22.03.2021)

(Work center to incorporate the following Note only in the tenders pertaining to 4 categories as mentioned under Para 90.5 of IMM Manual)

Note:

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

2.5 Deleted vide Circular No. 42/2023 dated 08.06.2023

(Circular No. 54/2017 dated 21.11.2017)

3 Training of ONGC Officials: **(OPTIONAL)** (Work center should note that requirement of training to ONGC Officials should be examined in light of the provisions under para 16.12. of IMMM.

In all cases where BEC **so approved** stipulates provisions for training of executives, the bidders will be asked to indicate separately the cost of training to executives at abroad / in India and same shall be considered for evaluation purpose.)

(Circular No. 23/2010 dated 09.07.2010)

~~4. Rejection of offer of bidders on account of their poor performance in past performance w.r.t timely mobilization of the rigs, equipment and/or manpower:~~
(Entire provision deleted vide Circular No. 49/2010 dated 29.10.2010)

B.2 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

1.0 - Deleted -

2.0 Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

~~(Deleted vide Addendum dated 22.09.2021 to Circular No. 24/2021)
Offers with techno-commercial bid containing prices shall be rejected outright.~~

~~(Circular no. 14/2008 dated 15.05.2008)~~

(Circular no. 24/2021 dated 02.08.2021)

2.1 Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.

Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.

If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.

3.0 Acceptance of terms & conditions :

The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I.

(Circular No. 39/2020 dated 28.08.2020)

3.1 Bidder should confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border With India' " as detailed at Annexure-I "Instructions to Bidders". Bidder should also submit the requisite certificate as mentioned.

4.0 Offers of following kinds will be rejected:

(a) Offers made without Bid Security/Bid Bond/Bank Guarantee alongwith the offer (Refer clause 17 of Instruction to Bidders at Annexure I).

(Circular No. 37/2009 dated 12.08.2009)

(b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.

(c) Offers which do not confirm unconditional validity of the bid for 90 /120 (Work centers to choose which ever is applicable) days from the date of opening of bid.

- (d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- (e) Offers which do not conform to ONGC's price bid format.
- (f) Offers which do not confirm to the mobilisation period indicated in the bid.
- (g) Offers which do not confirm to the contract period indicated in the bid.

((h) deleted vide Circular No. 59/2018 dated 08.11.2018 and renumbered)

(Circular No. 05/2013 dated 23.01.2013)

- (h) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids. (applicable for tenders above Rs. 1 crore).

(Circular no. 03/2005 dated 18.02.2005)

- (i) (Applicable for Charter Hire of vessels such as Survey Vessels/OSV/MSV/PSV)
The bidder not confirming availability of offered vessel at least one day prior to opening of price bids.

(Circular No.37/2017 dated 24.08.2017)

- (J) Offers not accompanied with a copy of valid registration certificate under GST Legislation of India
- (k) Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit.

(Not applicable for the bidder who are under composition levy)

(Circular No. 39/2008 dated 05.12.2008)

- (l) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.

(Circular No. 59/2018 dated 08.11.2018)

(m) Offers submitted without undertaking on Limiting of charges as per Appendix- ...

(Circular No. 07/2014 dated 02.07.2014)

- (n) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.

Circular No. 11/2017 dated 01.03.2017

(o) Offers not accompanied with the undertaking/Agreements as per clause B.1.2 and B.1.6.0 B.2.6.0, if applicable.

5.0 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

(Circular No. 10/2017 dated 01.03.2017)

6.0 Criteria for ascertaining Financial Capability of the bidders in various tenders

(For Specialized Services Circular No. 57/2020 dated 26.11.2020 should also be referred by the work center)

(Circular No. 65/2023 dated 05.09.2023)

(To be incorporated in BEC of tender documents in respect of Hiring of Services where annualized value of the tender is above Rs. 10 Crore.)

All the below mentioned applicable Financial Criteria shall be met by the bidders, as applicable for procurement of Service contracts:

1. **Turnover of Bidders.** : Rs _____ or more (work center to fill 50% of annualized Estimated value)
- 2 **Net-worth of Bidder** : Positive

(The amount of required turnover, shall be upfront indicated in the BEC by Work Center.)

* Methodology for ascertaining current liabilities, current assets and long term debt shall be consistent with IFRS / IND AS standards.

The turnover of bidders to be considered for evaluation shall be the average turnover of the last two years as brought out at note (iv) below.

Subject to provisions under second paragraph of Note (i)-a, Net-worth shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.

In case the financial statements submitted by the bidder are in currencies other than INR, the closing currency exchange rate as prevailing on the date of publication of NIT as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies> , upto three places of decimal, shall be considered for converting it into INR. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.

Corrigendum to Circular No. 10/2017 dated 07.03.2017
(Circular No. 65/2023 dated 05.09.2023)

The basis of Estimated value shall be the total estimated cost put to tender including duty and taxes, if any, which is taken into consideration for estimation.

In case of Two Bid System, in the un-priced bid, the bidder should explicitly bring out the value worked out against each parameter and should also submit confirmation of meeting all the parameters of Criteria for ascertaining Financial Capability of the bidders.

NOTES:

Bidder can either be a single entity which includes Incorporated Joint Venture or a consortium.

(i) Following documents to be submitted by the bidder:

- (a) The bidder shall submit its Audited consolidated financial statement with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.

In cases where the bidding/supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing chartered accountant or equivalent.

- (b) Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company (refer note v(a) below)
- (c) A certificate from the Statutory Auditor in respect of "Positive Net Worth" on the basis of Audited consolidated financial statement, calculated as per definition of Net Worth provided in the tender document, is to be provided by the bidder. In case of foreign bidder and where Statutory Audit is not required as per law, the "Positive Net Worth" certificate should be from Chartered Accountant Firm or equivalent

(ii) Net worth shall mean: “ Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation”.

(iii) The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be certified by practising Chartered Accountant or equivalent.

Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.

(iv) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover from operation of the bidder for the previous two financial years shall be considered. Average turnover from operation of the bidder for the previous two financial years shall be calculated by dividing the turnover from operation of previous two years by two, irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous two financial years for ascertaining their turnover. The date (i.e the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the bid closing date.

(v)-(a) A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-

1. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries.

2. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.

3. Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at **Annexure-A**.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

4. In such cases, all applicable financial parameters viz. Turnover, Net-worth, Working Capital, of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.

(v)-b. Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:

1. Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.

2. A Corporate Guarantee from the supporting company in the prescribed format at **Annexure-B** (to be suitably modified as per tender).

3. A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.
4. Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.
5. Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Annexure-A.

Note:

In case Supporting company fails to submit Bank Guarantee as above, EMD/SD submitted by the bidder shall be forfeited.

6. Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by ONGC due to non-performance of the contractor.

The above certificates/undertakings should be of a date after NIT date.

vii. Wherever the consortium bids are allowed and the bid is from a Consortium, the bidder is required to provide Memorandum of Understanding (MOU) executed by the consortium partners in the un-priced bid. The MOU should indicate the scope of work to be performed by the respective consortium members expressed as percentage of bid value. Each consortium partner should themselves individually meet the financial criteria parameters namely turnover in proportion to the percentage of work to be performed by them subject to minimum of 50% of the required amount shown against criteria of Turnover, for the leader of the consortium and 20% for other members of the consortium. The net worth as to be individually met by all consortium members as prescribed above. Support from parent/supporting company is not allowed to meet the financial criteria. Support from parent/supporting company is not allowed to meet the financial criteria.

viii. In the tender, if there is specific provision allowing bidders to quote part quantity for each item/category/group (evaluation in that case being done item wise/category wise/group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender.

ix. Above financial criteria shall also be applicable for cases where delivery/contract period for supply of goods/services/turnkey projects is less than one year, treating the Estimated value as the annualized Estimated value.

x. The above criteria are to be incorporated in the BEC's of all ongoing (where technical bids are yet to be opened) and future tenders, in respect of Goods/ Services / Turnkey Contracts valuing more than the specified value, with immediate effect.

The financial criteria will not be applicable for the following types of tenders irrespective of value:

- OEM / PAC Purchases
- Nomination Purchases
- Tenders for hiring Consultancy Services

(Circular No. 08/2021 dated 22.03.2021)

2.6.1 Deleted vide Circular No. 42/2023 dated 08.06.2023

(Circular No. 59/2018 dated 08.11.2018)

7.0 Wherever limits are specified for charges/amounts w.r.t various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges etc. in BEC, the bidders must adhere to such limits.

However after opening of the price bids, if it is observed that that such charges/amounts quoted by the bidder(s) are higher than the limit for such parameters specified in the BEC, the offer(s) of such bidder(s) shall be evaluated restricting the charges/amounts upto the specified limit. Contract (in case bidder becomes L-1) shall also be awarded restricting the charges/amounts upto specified limit in the BEC. The bidder shall submit an undertaking in this regard alongwith techno-commercial bid as per format at Appendix-.....

Note: The standby day rates/non-operating day rates quoted by the bidder must not be higher than 95% of the quoted operating day rates.

C. Price Evaluation Criteria

(Circular No. 19/2012 dated 02.08.2012)

1.1 Evaluation of bids:- “ As per requirement” (Work center to clearly indicate the evaluation methodology as per requirements of the tender)

(Circular No. 37/2017 dated 24.08.2017)

1.2 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and ONGC would not undertake any responsibility whatsoever in this regard.

Accordingly, bidders (excluding the Service providers covered under clause C-1.2.1 below) should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered), Service Accounting Code, alongwith all other taxes and duties applicable.

Total price inclusive of GST as applicable shall be taken for evaluation.

In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.

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

GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the Bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

1.2.1 For Services provided to ONGC in taxable Territory of India where as per relevant provisions of tender document, the liability to pay 100% GST is on ONGC, the bidder should not include the GST in his quoted price. However, the GST as applicable will be loaded on the quoted price for the purpose of evaluation.

1.2.2 Deleted vide Circular No. 37/2017 dated 24.08.2017

~~1.2 applicable whereat the time of invitation of tender, it is known that Service Tax would not be applicable~~ Deleted vide Circular No. 37/2017 dated 24.08.2017

(Circular No. 37/2017 dated 24.08.2017)

1.3 As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

1.4 PURCHASE PREFERENCE POLICY(IES) :

(Circular No. 61/2018 dated 19.11.2018)

(Circular No. 09/2019 dated 11.06.2019)

(Circular No. 29/2020 dated 07.07.2020)

(Circular No. 10/2021 dated 06.04.2021)

~~(Circular No. 21/2021 dated 23.07.2021)~~ (Circular No. 05/2022 dated 25.01.2022)

Circular No. 10/2021 dated 06.04.2021

1.4.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE

GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

(Circular No. 13/2019 dated 04.07.2019)

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the eligible MSE(s) shall be allowed to share portion of supply in the following manner:

- a) In case of more than one such MSE bidder qualifying for 15% purchase preference, the **25%** supply shall be shared equally amongst such MSEs.
- (b) In case **25%** quantity cannot be further divided, ONGC shall place the order for supply of **25%** quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

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

For example:

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

Notes:

- (i) In case of any other preferential policy applicable in a tender, distribution of quantities for supply of goods/services among eligible bidders shall be done in such a manner that eligible bidders get the share of minimum specified percentage for supply by them.
- (ii) In case tendered items cannot be procured from multiple sources or are absolutely non splitable or non-dividable , PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder, if any, amongst the bidders qualifying for purchase preference.

(Circular No. 54/2018 dated 04.10.2018)

1.4.1(a) Provisions such as seeking support from another company, submission of JV/consortium bid, etc., wherever allowed and available to large companies in the tender document shall also be available to MSEs. However in order to avail the benefits reserved for MSEs i.e. exemption from payment of EMD and purchase preference, the MSE bidder shall have to rely on their own strength or on the strength

of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs.

(Circular No. 38/2022 dated 08.09.2022)

1.4.2 Bidders to comply Public Procurement (Preference to Make in India) Order 2017” (MII) read with Ministry of Petroleum & Natural Gas notification applicable in this tender as per Clause No. 29.2 of Instruction to Bidders (relevant clause no. to be inserted by Work Centre) and submit requisite information/documents.

(Circular No. 38/2022 dated 08.09.2022)

(Circular No. 35/2023 dated 30.05.2023)

1.4.3. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 as brought out at Clause No..... of Instruction to Bidders. (Relevant clause no. to be inserted by Work Centre).

D. Criteria for loading of bids (Work centers to add as per the requirement of the individual tender)

Loading on account of higher service fee than permitted, higher break down time than permitted etc.

E. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. **The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.**
3. **On site inspection will be carried out by ONGC’s officers / representative /Third Parties at the discretion of the ONGC.**

Note:- Work centres depending on the individual tender requirement, may add clauses to this BEC to suit the specific need of the individual tender.

**Proforma of Bank Guarantee towards Performance Security by the Supporting
Company of the bidding company.
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 ----- New Delhi-110001, 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).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between ONGC and the CONTRACTOR and ONGC having agreed that the 'SUPPORTING COMPANY' shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all

moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

(Circular No. 31/2019 dated 15.11.2019)

(Circular No. 37/2023 dated 06.06.2023)

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

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

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

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

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

Through State Bank of India Nostro Account:

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

GUARANTEE BY THE SUPPORTING COMPANY/GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at hereinafter called "the Guarantor and or the Supporting company "which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

1. M/s Oil & Natural Gas Corporation Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number -----and its Registered Office at ----- and having an office, amongst others, at (insert purchase centre address) hereinafter called "ONGC " which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number for on

2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called "the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, _have in response to the above mentioned tender, submitted their bid bearing number to ONGC.

3. The Bidder does not meet the financial criteria required under the aforesaid tender.

4. The Guarantor Company holds more than 50 % paid up equity capital of the Bidder.

5. The Guarantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

(Circular No. 08/2018 dated 23.02.2018)

6. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

ONGC is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing financial support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by ONGC Corporation at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide financial support as may be required by the Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to ONGC and undertakes as follows:

(Circular No. 66/2018 dated 27.12.2018)

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The

Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
4. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of, India.
5. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
6. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting Company)
M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____
official seal _____

2. Signature _____
Full Name _____
Address _____

Instructions:

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such agreements.

– (Circular No. 59/2018 dated 08.11.2018)

Appendix-A

(Applicable wherever limits are specified for various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges etc. in BEC)

FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)

Tender No. _____

With reference to the Notice Inviting Tender, I / We (Name of the bidder) have gone through the tender documents more particularly the BEC clauses and noted the content therein. I/ We undertake that I/We shall abide by the Terms and Conditions of the Tender including BEC etc. It is further certified and confirmed that we have quoted the price within the limits specified in BEC for various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges* etc.

If by mistake or otherwise I/ We have quoted above rates / price beyond the prescribed limit, then I/ We hereby give our consent and authorize ONGC to treat the rate / price exceeding the prescribed limit as withdrawn and to evaluate our bid restricting our rates/ prices to the prescribed limits.

I/We hereby give our consent and authorize ONGC to award the contract to us on the price/ rates restricted to prescribed limits and we shall have no objection to any such reduction in our quoted rates/ price.

(* Work centre to delete whichever is not applicable)

(Authorized signatory of bidder)
Seal:

Date:
Place:

Annexure-C

Standardized format for Memorandum of Understanding (MoU) for Consortium

This MoU is executed at..... on this day of between/among:

3. M/s, a company duly incorporated and validly existing under the laws of....., having its registered office at Corporate Identity Number ----- (hereinafter referred to as “**Member 1**”) which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);
4. M/s....., a company duly incorporated and validly existing under the laws of, having its registered office at..... Corporate Identity Number - ----- (hereinafter individually referred to as the “**Member 2**”), which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);

AND

(More members can be added on similar lines as above depending on the members involved in the particular consortium)

The above Member 1 and Member 2 hereinafter shall individually referred to as “**Consortium Member**” and collectively be referred to as “**Consortium**”

WHEREAS

- (K) **Oil and Natural Gas Corporation Limited**, a company duly incorporated and validly existing under the (Indian) Companies Act, 1956, having its registered office at ONGC, Deendayal Urja Bhavan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, and having an office, amongst others, at..... [*insert Purchase Centre Address*] hereafter called “**ONGC**” has floated a Tender Number for on
- (L) The Consortium Members individually do not fulfil the technical eligibility criteria of the said tender and are not eligible to submit its bid against the said tender.
- (M) The Consortium Members have come together and desired to form a Consortium for submitting their bid against the said tender of ONGC.

AND WHEREAS

3. The terms and conditions in the bid documents more specifically clause 1.3 & 7.14 of ITB (**appropriate clause reference pertaining to Consortiums to be given for LSTK tenders**) have been read and understood by the Consortium and acceptable to each member of the Consortium who agrees to abide by the same.
4. Each member hereby confirms that he has the qualification and experience for their respective scope of work as required under the Bid Evaluation Criteria and fulfils the conditions of eligibility as required therein.

NOW, THEREFORE, the Consortium Members agree as follows:

- iii) All the members of the Consortium shall be jointly and severally responsible for the execution and discharge of all the obligations under the contract, if awarded to the Consortium to the complete satisfaction of ONGC.
- iv) The role and scope/division of work of each Consortium Member shall be as under:

SL. No	Name of the Consortium Member who will carry out the activity	Activities (Role& Scope of Work to be performed)	Cross reference within the bid offer, where supporting documents are submitted/ attached ##	Scope of work / activity to be performed, expressed as a percentage (%) of Bid Value
1		(i)	%
		(ii)	%
		Total	%
2			%
			%

(In case bid has not been prepared before signing of MOU, the aforesaid cross reference may be provided in the offer in lieu of indicating in MOU)

- (iii) In accordance with the tender conditions of the aforesaid tender, M/s..... (Member 1 or 2 as the case may be) is hereby authorized by all the Consortium members to be the Leader of the Consortium (hereinafter referred to as the “**Leader**”) and to act on behalf of the Consortium, and :
- shall submit the bid, execute all relevant Bid Documents and deliver any documentation required on behalf of the consortium;
 - shall be responsible for exchange of correspondence with ONGC and such correspondence exchanged between ONGC and Leader shall be binding on all Consortium Members
 - shall be responsible for resolving any disputes/ misunderstanding / undefined activities, if any, amongst all the members of the Consortium
 - Notwithstanding the provisions of being jointly and severally liable to ONGC by all members of consortium, the leader of consortium shall be primarily responsible for full execution of the entire ‘Scope of work’ of this tender/Contract(if awarded);
 - shall sign the contract as authorised and on behalf of the Consortium (**Delete if each member of the consortium shall be signing the contract**)
 - shall undertake full responsibility for timely completion of the awarded work ; and
 - shall take the overall responsibility of project management of entire project.
- (iv) All payments under the contract shall be made by ONGC to individual Consortium Members as duly indicated in Price Bid format along with member wise details of price breakup /on percentage basis **OR** if no such price breakup/ on percentage basis is provided then only to the Leader of the Consortium (**strike out the one which is not applicable**).

In WITNESS WHEREOF, this MOU has been signed by or on behalf of each of the Members as of the day first above written.

Executed and delivered as a deed
by **each Member** acting by

.....

in the presence of:

.....
Signature

.....
Address:
Occupation:

.....
Signature

Instructions:

- (i) The above MOU shall be acceptable, only if signed by any of the following officials (who are empowered to sign such MOU) from the respective companies of the consortium members:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such MOU on behalf of the Member of the consortium.

Annexure-III

Certificate of Compliance of meeting Financial Parameters
(To be submitted by bidder on its letter head)

Bidder hereby submits 'Certificate of Compliance' to the effect that the financial parameters of the bidder are equal to or more than the required value as applicable as per para(work centre to fill relevant para No.) – Financial Criteria of BEC.

Signature of Authorised Signatory

Name of Signatory:

Seal of the Bidder

Note:

- i) Bidder is required to submit Certificate of Compliance for meeting the financial parameters as per BEC.