OIL AND NATURAL GAS CORPORATION LTD.
MUMBAI REGION, DRILLING SERVICES

TENDER DOCUMENT

INVITATION OF SINGLE E-TENDER UNDER SINGLE BID SYSTEM

FOR

Procurement of Engine#1 Coupling Element for Rig Sagar Uday

TENDER NO: PD1AS26001

Period of Tender Document Sale	: As per GePNIC
Date & Time of submission of bid	: As per GePNIC
Date & Time of opening of Techno-commercial bids	: As per GePNIC

Office of ES – Rig Sagar Uday, Drilling Services
314, 3rd Floor, 11 High, Sion (West)
Mumbai – 400 017

ओएनजीसी ONGC	**OIL AND NATURAL GAS CORPORATION LTD.** **MUMBAI REGION, DRILLING SERVICES** **Office of ES – Rig Sagar Uday, Drilling Services** **314, 3rd Floor, 11 High, Sion (West)** **Mumbai – 400 017**

MUM/DRILL-SER/DRILL/AREA-V/SAGAR-UDAY-BASE/2026/SUD/2699659

Date: 12.01.2026

INVITATION TO BID

To,

GMMCO LIMITED
SURVEY NO. 129/0, VILLAGE KASALKHED,
PANVELTALUKA-PANVEL,
RAIGAD – 410206
MAHARASHTRA, INDIA
Vendor Code: 143495

Dear Sir/ Madam,

Bids are invited for **"Procurement of Engine#1 Coupling Element for Rig Sagar Uday"** in the prescribed bid forms and proforma enclosed herewith through the e-Procurement site, for the Scope of Work described in the Bidding Documents. The bidding documents and the prescribed Bid forms for submission of bids are available in this tender document downloadable from our e-procurement portal https://etender.ongc.co.in.

1.0 The details of the tender are given below:

1.	Tender No:	PD1AS26001
2.	Brief Description of the Work	Procurement of Engine#1 Coupling Element for Rig Sagar Uday
3.	Type of tender	Single e-Tender under single bid system.
4.	Tender Fee:	NIL
5.	Contract Period:	As per Special Terms and Conditions
6.	Period of Sale of tender documents	As per GePNIC-CPPP (https://etenders.gov.in).
7.	Last date and time for submission of bid	As per GePNIC-CPPP (https://etenders.gov.in).
8.	Opening date and time	
	1) Techno-Commercial Bid	As per GePNIC-CPPP (https://etenders.gov.in).
	2) Priced Bid	As per GePNIC-CPPP (https://etenders.gov.in).

9.	EMD/ Bid Security	Not Applicable
10.	Bid validity	60 days from the date of opening of tender
11.	Security Deposit	Not Applicable
12.	Validity of SD	Not Applicable
13.	Pre-Qualification Criteria	Not Applicable
14.	Correspondence: Address	Office of ES-Rig Sagar Uday, Drilling Services 314, 3rd floor, 11 High, Sion (West), Mumbai – 400 017
15.	Email	ratta_rahul@ongc.co.in
16.	Telephone No. / Fax No.	022-2408 8314

II. **NOTES**:

1) Bidders can view the details of this e-tender on **GePNIC-CPPP (https://etenders.gov.in)** web portal and download the tender document(s). Bids complete in all respects which meet the e-tender requirements shall be submitted through the same e-tender web portal within the deadline specified in NIT. If the bidder encounters any problem during download of the tender document(s) / upload of their bid, refer to the help documents available on the e-tender web portal.

2) All the bidding documents being submitted through **GePNIC-CPPP (https://etenders.gov.in)** have to be digitally signed by the bidder or their authorized representative by using a legally valid **class 3** digital certificate. The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. DSC of Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e-filing on the e-Tendering Portal. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

3) All the bidders have access to online help document which is available on login. This help document should be used for participating in e-tender. Bidders may note that downloading of tender documents / participation in bidding / submission of their bid(s) in e-procurement web portal does not qualify their bid in any manner and the bidder is required to comply with all requirements mentioned in the tender document(s).

4) ONGC reserves all rights to give permission for download / upload of document(s) pertaining to this e-tender to any one and is not bound to accept the lowest tender and to reject any or all the bids without assigning any reasons whatsoever or split up the work if found expedient. The bidders shall not be entitled to any compensation or payment on account of such rejection.

5) ONGC expects the bidders to comply with the tender specifications / conditions. Conditional bids indicating exceptions / deviations to the tender clauses will be rejected summarily.

6) Until and unless specifically asked, offers / modification of offers received after opening of the bids shall not be considered by ONGC Limited.

7) This Tender will be governed by the General Contract Conditions (Annexure – II); Scope of Work, Special Terms and Conditions of Contract (Annexure – III).

8) Single Bid system is being followed in this e-tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s) as well as in e-procurement web portal.

9) Until and unless notified separately, in case of any unscheduled holiday on the day of closing/opening of e-tender/physical documents, the same shall be re-fixed to next working day and the time notified remains the same.

10) ONGC will not be responsible for any postal delays or loss in transit and not responsible for any internet / system / computer / technical problems at bidder's end.

11) **Request for exemption of tender fee**: -NA-

12) The complete tender document consists of as follows:

Annexure I: Instructions to Bidders **Annexure II: General Conditions of Contract (GCC)** **Annexure III: Scope of Work and Special Terms and Conditions**

13. Firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s) within a period of seven days from the due date of opening of tenders.

14. In case of an unscheduled holiday in Mumbai being declared on the prescribed closing / opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing / opening of the tender. However, the time notified will remain the same.

RAHUL RATTA

Digitally signed by RAHUL RATTA
DN: c=IN, o=ONGC, ou=ONGC, postalCode=400017, l=Mumbai, st=Maharashtra, street=R. NO. 216 11 HIGH MUMIBAI, 2.5.4.20=59a7b8ad57a294262670a51b8e3d612af0155f3a445314e0b3e89af4f26ab03f, serialNumber=0ccb00d1d8e04375fc8a3e4b8b292e7402954258a74c33f6e5cbb34fdbe8f035, email=Ratta_rahul@ongc.co.in, cn=RAHUL RATTA
Date: 2026.01.12 12:31:36 +05'30'

Office of Rig Sagar Uday
ONGC, DS, Mumbai

ANNEXURE-I

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

2. ELIGIBLE GOODS AND SERVICES

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

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

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

3. COST OF BIDDING

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

B: THE BIDDING DOCUMENT

1. CONTENT OF BIDDING DOCUMENTS

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

ANNEXURE I	**:**	**Instructions to Bidders** with following Appendices
Appendix 1	:	Check List
Appendix 2	:	Acceptance of Terms and Conditions
Appendix 3	:	No Banning declaration
Appendix 4	:	Undertaking for genuinity of the documents submitted
Appendix 5	:	Proforma for Certificate on Relatives of Directors of ONGC
Appendix 6	:	Lowest Price Undertaking
Appendix 7	:	Bank details
Appendix 8	:	Authorisation Letter for Attending Tender Opening
Appendix 9	:	Price Schedule
Appendix 10	:	High sea sales agreement (Work center to incorporate, wherever Applicable)
ANNEXURE II	:	**General Terms and Conditions**
Appendix-1	**:**	Proforma for intimation regarding readiness of materials for stage/final inspection
ANNEXURE III	:	**Scope of Work, Special Terms and Conditions of Contract**

C. PREPARATION OF BIDS

1. LANGUAGE AND SIGNING OF BID

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

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

1.3 The original bid should be signed manually by the POA/authorised signatory(ies) of the bidder. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

1.4 Bidder can submit the bid through e-mail also, which should be followed up with the physical bid, duly signed, within 15 days.

2. **Submission of 'Check List' duly filled-in, to re-confirm compliance with tender requirements**:
Bidder to submit the checklist, enclosed with Annexure-I of the bidding document, duly filled in signed and stamped on each page by authorised signatory who has been authorised to sign the bid.

3.0 DOCUMENTS COMPRISING THE BID

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

a) Back-up Authority Letter along with warranty cover of OEM, in case bidder is not OEM.
b) Check List as per attached Appendix -1
c) Acceptance of Terms and Conditions as per attached Appendix- 2.
d) Declaration for No Banning as per attached Appendix -3
e) Undertaking for genuinity of the documents submitted as per attached Appendix -4
f) Proforma for Certificate on Relatives of Directors of ONGC as per attached Appendix - 5
g) Lowest Price Undertaking as per attached Appendix -6
h) Integrity Pact (IP) (applicable for tenders above Rs 1 crore). Bidder should submit Integrity Pact (which is issued along with the bidding document), along with bid duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.
i) Bidders should be registered under GST law and submit copy of valid registration certificate.
j) Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyam registration or any other body specified by Ministry of MSME or Udyog Aadhar Memorandum.
k) Bank details as per attached Appendix -7
l) Authorisation Letter for Attending Tender Opening as per attached Appendix-8
m) Duly filled in Price Schedule as per attached Appendix - 9

4.0 PRICE SCHEDULE

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

4.2 **Bid Prices**

(Circular No. 76/2025 dated 04.11.2025)

4.2.1 Indian Bidders must quote firm FOR destination price by rail or road, as per the Price Schedule attached with the bid document. Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered

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

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

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

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

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

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

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

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

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

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

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

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

4.4 **CONCESSIONS PERMISSIBLE UNDER STATUTES**

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

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

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

Further, the Bidders shall provide all the necessary compliances / invoice/documents for enabling ONGC to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract (if awarded). The Supplier should provide tax invoice issued under GST legislations.
The Bidders should upload the details of the invoices raised on ONGC on the GST Network within the prescribed time limits and undertake to adhere to all other compliances under the GST regulations/ legislations.

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

5.0 **INCOME TAX LIABILITY**

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

6.0 TERMS OF PAYMENT

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

6.2. **Mode of Payment:**
ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS).
Bidders should invariably provide the Bank particulars and other details as per the attached Appendix - 7, along with their offers.

6.3 Payment against document negotiation through bank:
100% payment subject to prior satisfactory inspection and proof of dispatch provided conditions laid down vide sub paras (a) to (c) below are fulfilled:-

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

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

(c) The original invoice should accompany the following documents/details:

a) Particulars required for making payments through ‘Electronic Payment Mechanism’, in accordance with the clause on ‘MODE OF PAYMENT’ appearing in Annexure-I (i.e. ‘Instructions to bidders’) of bid document.
b) Mobile No. (Optional).
c) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately, etc. Supplier

should ensure that the GST registration number indicated in the Tax Invoice is same as GST Registration number submitted to ONGC at the time of bidding.

d) Proof of despatch (RR/GCN/LR etc.) freight paid/ to be billed basis (as per terms of delivery)
e) Proof of insuring material, in favour of ONGC, against losses, damages, breakages and shortages during transit (in the form of insurance certificate / policy/receipt of premium paid).
f) QCC or TPI (as applicable) Report for satisfactory inspection.
g) Warranty / Guarantee Certificate.
h) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
i) e-mail ID.
j) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

6.4 Payment against Direct Delivery at ONGC stores:

(Circular No. 56/2023 dated 07.08.2023)

(Circular No. 11/2024 dated 07.03.2024)

The payment against clear (undisputed) bills/invoices submitted by the vendor will be made by ONGC through Electronic Payment Mechanism, within 10 calendar days from the date of submission of bills/invoices complete in all respects.

The original invoice should accompany the following documents/details:

a) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
b) Mobile No. (Optional).
c) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately, etc. Supplier should ensure that the GST registration number indicated in the Tax Invoice is same as GST Registration number submitted to ONGC at the time of bidding.

d) Proof of delivery in case of direct / door delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material in good condition)
e) QCC or TPI (as applicable) Report for satisfactory inspection, wherever pre-despatch inspection is applicable.
f) Warranty/ Guarantee Certificate.
g) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
h) e-mail ID.
i) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

Note :

i) Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.
ii) In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.

7.0 CONCESSIONAL RATE OF GST ON SUPPLY OF GOODS

Circular No. 31/2022 dated 23.08.2022

7.1 In terms of Notification No.3/2017-GST Legislations dated 28.06.2017 and amended vide Notification No. 08/2022 dated 13.07.2022, (as amended from time to time), domestic supply of the items specified in List attached in the Notification No. 3/2017 dated 28.06.2017 would attract concessional rate of GST @12%, subject to conditions specified therein. However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

7.2 Also in terms of Notification No. 50/2017-Cus dated 30.06.2017 (as amended from time to time), imports of raw materials and components, falling under First Schedule to the Customs Tariff Act, 1975 for manufacturing in bond of goods for supplies to offshore oil exploration and offshore oil exploitation, are exempted from payment of whole of the Basic Custom Duty(BCD) leviable thereon. However, this is subject to change as per government guideline and the provisions ruling at the time of opening of bid (price bid in case of 2 bid system) will be applicable.

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

8.0 VAGUE AND INDEFINITE EXPRESSIONS

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

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

9.0 PERIOD OF VALIDITY OF BIDS

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

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

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

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

(Circular No. 28/2025 dated 20.03.2025)

11.0 If the bidder is authorized distributor (Indian/foreign) of OEM (foreign origin) for supply to India/ONGC then bidder to provide the details of price being charged by foreign manufacturer either on Ex-works or FOB or CFR basis, as the case may be, in its bid.

After placement of order, bidder/supplier shall be required to submit copy of Invoice (Customs Invoice) of the foreign OEM raised on the supplier on Ex-works / FOB /CFR basis, as the case may be, at the time of shipment or along with documents submitted for payment.

The invoice prices of foreign OEM shall be checked by concerned payment authority before making
payment.

D. SUBMISSION AND OPENING OF BIDS

1.0 SEALING AND MARKING OF BIDS.

1.1 Single Bid System

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

1.2 DEADLINE FOR SUBMISSION OF BIDS

Circular No. 31/2023 dated 25.05.2023

1.2.1 **For Physical Tenders:** The Bid must be received by the Purchaser 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.

For submission of bid through GePNIC-CPPP portal, bid must be submitted through portal not later than 15:00 Hrs (IST) on the notified date of closing of the tender.

1.3 OPENING OF BIDS:

For Physical Tenders: The bid will be opened at 16:00 Hrs. (IST) on the date of opening indicated in "Invitation for Bid/Request for Quotation". The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at --------------------------- hereto must be forwarded to this office alongwith bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

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

For tender through GePNIC-CPPP portal, bid will be opened at 15:30 Hrs (IST) on the date of opening indicated in the bid.

E. EVALUATION OF BIDS

1.0 CLARIFICATIONS OF BIDS:

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

F. AWARD OF CONTRACT

1.0 VARIATION IN QUANTITY

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

2.0 NOTIFICATION OF AWARD

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

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

3.0 SIGNING OF CONTRACT

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

4.0 CORRESPONDENCE

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

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

5.0 <u>REPRESENTATION FROM THE BIDDER</u>:

The bidder(s) can submit representation(s) if any, in connection with the processing of the tender **[including seeking the reasons for rejection of their bid(s)]** directly only to the Competent

Purchase Authority (CPA) i.e. to _ _ _ _ _ _ _(name, designation and address of the CPA in the tender to be mentioned by the concerned Work Center).

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

Curriculum Vitae of Independent External Monitors (IEMs) are placed permanently on the home page of ONGC's website www.tenders.ongc.co.in. 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."

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
(Circular No. 29/2024 dated 28.05.2024)

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

1. Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com) (dated 27.07.2023)
2. Sh. Arvinda Kumar, IPS(Retd.), Former Vigilance Commissioner (arvindak@gmail.com in) (dated 22.01.2025)
3. Smt. Seema Bahuguna, Retd. IAS, Former Secretary DPE (bahugunaseema@gmail.com) (dated 14.10.2025)

(iv) Bidders should not send pre bid queries/clarifications or any other tender related queries to IEMs.

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

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

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

i. ONGC is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
ii. ONGC shall endeavour for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
iii. ONGC shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner.

iv. ONGC shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
v. ONGC's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.
vi. ONGC shall endeavour to develop new business opportunities through investment in climate change.
vii. ONGC shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
viii. Above all, ONGC shall make sustainability a foundation of our business strategy.

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

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

1. The procurement of specified goods under under Sl. No. 404 of N/N 50/2017-Customs dated 30.06.2017 (As amended), on payment of concessional rate of Custom Duty (BCD-Nil, IGST-5%) for petroleum operations can also be availed for the goods which are not imported directly by ONGC but through an Indian Supplier on High Sea sales basis who imports the goods from his Foreign Suppliers provided statutory government guidelines are followed (i.e. condition of customs notification and procedure of High Sea Sale).

2. Orders on High Sea Sales basis shall be placed only on such domestic firms who are the OES (Original Equipment Supplier) or the subsidiaries / Joint Venture companies / Authorised Dealers / Distributors / stockists of OEM.

3. The Indian Supplier should arrange for despatch of goods from the foreign Supplier, freight paid, through his freight forwarder and duly insured (Marine Transit Insurance) on warehouse-to-warehouse basis, all included in the CIF (Indian Port) cost, which will be indicated in the supply order.

4. The freight forwarder/supplier should inform the concerned port consignee and the MM department about the despatch and arrival of cargo.

5. Immediately on shipment of the material from the foreign port, the Indian supplier should send to the concerned MM department, the original High Sea Sales agreement (as per the format enclosed at Appendix 10 to Annexure-I of this tender document), duly signed by the Indian supplier on the date after the cargo is despatched (and well before it crosses the Indian customs barrier). The Indian supplier should also endorse the Bill of Lading/ Air Way Bill in the name of ONGC when the material is in transit/ on High Seas.

6. Indian supplier should also simultaneously; send a copy of the non-negotiable set of the documents referred in 46.8 below, to concerned MM and finance sections.

7. Indian supplier must ensure that the freight forwarder provides a non-negotiable copy each of AWB/Bill of Lading, Invoice of foreign supplier and detailed packing list of the foreign supplier, to the Port Consignee, well before the arrival of cargo at the port of discharge

8. ONGC will sign the original High Sea Sales agreement so received from the Indian supplier, on a date after the cargo is despatched but before it crosses the Indian customs barrier and send the same to ONGC T&S section.

9. The Indian supplier should also forward, without delay, the following negotiable set of documents through bank for payment by the concerned finance department:

a. Original invoice of the foreign supplier either on Ex-works or FOB or C&F Value, raised on the Indian supplier.
b. Original invoice of the Indian supplier raised on ONGC.
c. Negotiable copy of the Bill of Lading/ Air Way Bill duly endorsed in the name of ONGC.
d. Letter in duplicate by Indian supplier on their letterhead addressed to customs/ octroi agreeing for sale of goods to ONGC on high sea sales basis.
e. Importer-Exporter Code of the Indian Supplier
f. Detailed packing list of the foreign supplier, relating to Bill of Lading/AWB referred at (c) above.

10. The supplier should ensure that various formalities as stated above and the documents as stated above are forwarded in time to ensure release of documents from the bank without any delay so as to avoid demurrage. In case of unavoidable delays on the part of the Indian supplier, the Indian supplier must instruct his freight forwarder to issue the delivery order to T&S, ONGC without insisting for the negotiable set of documents. Any demurrage / penalties on account of delays by the Indian supplier in forwarding negotiable set of documents duly endorsed in the name of ONGC shall be borne by the Indian Supplier.

APPENDIX -1

CHECK LIST

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

2. Please tick the box whichever is applicable

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

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

:

Authorised Signatory of bidder

Place...
Date...

APPENDIX -2

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

ACCEPTANCE OF TERMS AND CONDITIONS

Dated:.................

To,

Oil & Natural Gas Corporation Ltd.
..........................……………………………………
............................…………………………………..

Dear Sirs,

Tender No:-
Bidders Reference No:-
Dated:-

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

Authorised Signatory of bidder

Place...
Date...

APPENDIX -3

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

<u>DECLARATION FOR NO BANNING</u>
(Tender No:- ____________)

It is declared that neither M/s _________, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC

Authorised Signatory of bidder

Place
Date...

APPENDIX -4

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

UNDERTAKING FOR GENUINITY OF THE DOCUMENTS SUBMITTED

Dated:.................

To,

Oil & Natural Gas Corporation Ltd.
..........................……………………………………
...........................……………………………………..

Dear Sirs,

Tender No:-
Bidders Reference No:-
Dated:-

We hereby give an undertaking that all the certificates / documents /information submitted against this tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit including banning of supplier may be initiated by ONGC at its sole discretion.

Authorised Signatory of bidder

Place...
Date...

APPENDIX -5

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

PROFORMA FOR CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC

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

For the purpose of Section 297/299 of the Companies Act, 1956, we certify that to the best of my/our knowledge:

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

Authorised Signatory of bidder

Place...
Date...

APPENDIX -6

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

<u>LOWEST PRICE UNDERTAKING</u>
(Tender No:- ____________)

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

Authorised Signatory of OEM

Place...
Date...

APPENDIX-7

BANK DETAILS AND OTHER DETAILS

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.	

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

Authorised Signatory of bidder

Place...
Date...

APPENDIX -8

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. Date ______________

To,

The ______________________________
Oil & Natural Gas Corporation Ltd.,
____
___________________________ (India)

Subject : **Tender No.** _________________________ **due on** __________________

Sir,

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

Yours faithfully

Authorised Signatory of bidder

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

APPENDIX -9

PRICE BID FORMAT

Due Date………..

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

Bidder's offer No………
Currency: INR

Procurement of Engine#1 Coupling Element for Rig Sagar Uday								
SL. NO.	**Description**	**Qty A**	**UoM**	**Unit Rate B**	**GST Rate C**	**GST Amount D=B x C**	**Unit Rate Including GST E = B+D**	**Total Price (GST Included) F= A x E**
				INR	**%**	**INR**	**INR**	**INR**
1.	Coupling – Vulkan Element EDP Code: 210051434 Manufacturer Part No. : 2X4313A003	1	NO		**18**			
HSN Code						**Total price including GST**		
TOTAL PRICE (In Words):								

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

Authorised Signatory of bidders
Signature with Seal

Place...
Date...

Appendix-10

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

Agreement No. ________ Dated: _____

Subject:

This agreement between _____________ having its registered office at _____________ (hereinafter referred to as “Seller”) on ONE PART

And

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

Whereas the Seller has made an offer to the Buyer for sale of _______________, vide quotation No. _______ dated________

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

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

Now this agreement witnessed as follows:

1. Name and Address of Buyer : ONGC
Address of the work centre.

2. Description of Goods.

3. Quantity.

4. Name of foreign Supplier / Source of Supply

5. Name of freight forwarder / Ship / Vessel / flight

6. Bill of lading No. and date / Master AWB No. / House AWB No. and date.

7. Port / Airport of Despatch

8. Consideration/ Payment to Indian Supplier.

9. Invoice No. and date

10. Consignee Port

11. Country of origin

12. Customs duty (To be paid by the buyer directly to Customs Authority wherever applicable, otherwise Nil against EC for the material meant for PEL/ML areas)

13. Taxes / Govt. levies: No Sales Tax shall be charged or levied as the goods are being sold and delivered to the buyer on High Sea Sales basis. This sale is considered to have been completed on handing over of the endorsed Bill of lading /AWB and the invoice and material accepted by ONGC. Title of the goods stands transferred to the buyer on handing over of the BL / AWB and invoice duly endorsed in favour of the buyer when the goods are on High Sea.

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

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

16. Payment: As per PO No. _________

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

18. IEC Code of the buyer is ______.

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

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

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

3. Customs duties, Port charges, Insurance, demurrage , wharfage and other incidentals etc. shall be as per clause_____of the PO No._______dated_____ (ONGC order No. and date).

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

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

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

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

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

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

BUYER : ONGC SELLER: Name of the Indian Supplier.

For the Buyer. For the Seller.

Witness. Witness.

Annexure-II

General Terms and Conditions

1 DEFINITIONS :

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

1.1 **ORDER/CONTRACT**

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

1.2 **ONGC/PURCHASER** :

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

1.3 **SUPPLIER/CONTRACTOR** :

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

1.4 **ORDER PRICE**

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

1.5 **DELIVERY PERIOD** :

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

1.6 **DESTINATION** :

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

1.7 **EQUIPMENT/MATERIALS/GOODS** :

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

1.8 **SERVICES**:

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

1.9 **SPECIFICATIONS :**

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

1.10 **INSPECTORS** :

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

1.11 **APPROVAL :**

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

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

Shall mean the terms as explained in INCO Terms.

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

Unless otherwise specified to the contrary, the date of **Notification of award (NOA)** indicating following details will be start of the contract for all practical purposes.

(i) Prices
(ii) Price basis
(iii) Delivery Schedule
(iv) Payment terms

2. SCOPE OF ORDER

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

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

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

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

4.0 ACCEPTANCE OF OFFER

The issue of purchase order / NOA constitutes the Contract between the Parties. The Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety.

5.0 NOTICES :

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

6.0 MODIFICATION IN ORDER :

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

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

7.0 WARRANTIES AND GUARANTEES :

(MATERIALS AND WORKMANSHIP)

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

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

7.3 In case defects are of such nature that spares/items shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the spares/items at his costs after giving necessary undertaking or security as may be required by ONGC. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the SUPPLIER.

7.4 Spare parts/Items thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

7.5 PERFORMANCE GUARANTEE: SUPPLIER shall guarantee that the "performance of the MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

8.0 REJECTION:

If ONGC finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or are received in damaged condition (of which matters ONGC will be the sole judge), ONGC shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 days from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to ONGC other rights and remedies to recover from the SUPPLIER any loss which the ONGC may be put to.

The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, ONGC will be entitled to dispose-of the same on account and at the risk of the SUPPLIER.

9.0 Extension/cancellation of Purchase order:

If the supplier fails to deliver the spares or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, ONGC may,

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

10 INSPECTION OF MATERIAL :

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

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

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

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

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

10.6 The SUPPLIER shall give at least 10 days advance notice to inspection authority in format placed at Appendix 1 in case inspection is to be carried out at the supplier's premises.

10.7

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

11 SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

11.1 If ONGC finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which ONGC will be the sole judge, ONGC will be entitled to reject materials, cancel the contract.

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

12 VARIATION IN QUANTITY

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

13 TERMINATION FOR INSOLVENCY:

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

14 INTER-CHANGEABILITY OF PARTS :

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

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

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

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

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

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

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

15 BREAKAGE/SHORTAGE :

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

(Circular No. 76/2025 dated 04.11.2025)

16 FORCE MAJEURE

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, riots, 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. An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit not later than 14 days after its occurrence and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

17 LANGUAGE/ TERMINOLOGY :

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

18 PACKING & MARKING :

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

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

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

19 PAYMENT OF GST ON SUPPLY OF GOODS:

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

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

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

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

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

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

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

(i) Name, Address and the GSTIN (under the relevant Tax Rules) of the SUPPLIER

(ii) Name and Address and GSTIN of the Purchaser (Address of ONGC)

(iii) Description, Classification and Value of goods~~,~~ the tax rates and the amount of applicable tax (i.e. CGST, IGST, SGST/UTGST and cess).

(iv) HSN or SAC of goods

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

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

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

19.3 CONCESSION PERMISSIBLE UNDER STATUTES

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

20 TERMS OF PAYMENTS

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

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

(Circular No. 02/2022 dated 11.01.2022)
(Circular No. 56/2023 dated 07.08.2023)

20.2. 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[at]ongc[dot]co[dot]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 "INVxxxxxxx.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.

21 CORPORATE TAXES:

21.1

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

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

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

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

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

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

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

a. TCS is applicable on supply of goods invoiced to ONGC as total sales/gross receipts/turnover of the supplier during the financial year immediately preceding the relevant financial year exceed Rs. 10 crore;

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

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date; and

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

TCS amount charged by Vendor on the last bill of the supply order will be released only after submission of TCS certificate or TCS challan by Vendor to ONGC.
The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

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

22. APPLICABLE LAW AND JURISDICTION

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

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

23. Arbitration and Conciliation (amended vide circular no. 44/2022 dated 06.10.2022)
(Circular No. 02/2024 dated 11.01.2024)

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

If any dispute, difference, question or disagreement arises between the parties hereto, under this contract, which parties are unable to settle mutually, the same may first be referred to Mediation/Conciliation through Outside Expert Council ("OEC"). The claimant can submit request for mediation at 'Mediation Portal' i.e. **https://oec.ongc.co.in**. The detailed guidelines on the procedure of Mediation through OEC issued by Chief Legal Services vide circular No. DLH/Mediation-Manual/OEC Guidelines/2023 dated 08.12.2023 (as amended from time to time), is uploaded on the aforesaid Mediation Portal.

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

1. There shall be no arbitration for disputes involving claims upto Rupees 25 lakhs and more than Rs. 100 crores. Disputes involving claims above Rs. 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.
2. Arbitration can be invoked by giving Invocation Notice only after expiry of the 60 days' period as per Dispute Notice stipulated in the para above.

3. The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration

("**Invocation Notice**"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also.
The closing currency exchange rate as applicable on the day prior to the date of notice, as per "Daily" Closing exchange rate published on Thomson Reuters internet site https://in.reuters.com/markets/currencies, upto three places of decimal should be adopted for conversion of foreign currency in Indian Rupees. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.

4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, ONGC will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by ONGC. In case ONGC itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.

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

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

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

6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.

7. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
8. The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.

9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
   (i) 20%of the fees if the claimant has not submitted statement of claim.
   (ii) 40% of the fees if the pleadings are complete.
   (i) 60% of the fees if the hearing has commenced.
   (ii) 80% of the fees if the hearing is concluded but the award are yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
    In case of sole arbitrator, ONGC shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

11. The seat of the arbitration shall be the place from where the LOA / NOA have been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.

12. Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.

13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.

14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.

(Circular No. 19/2024 dated 23.04.2024)

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

However before referring the dispute to AMRCD for its resolution, hereinabove, the parties undertake to resolve the differences amicably amongst themselves. [In this regard, ONGC has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably]. If such dispute or difference cannot be resolved within two months from the date of receipt of notice in this regard, the same shall be referred to the AMRCD.

25 **EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC**

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

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

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

27 **LIABILITY UNDER THE CONTRACT**

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

28 **INTEGRITY PACT (applicable for cases above Rs 1 Crores):**

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

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

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

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

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

30 Submission of forged documents:

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

31. Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)
(Applicable for all tenders valuing above Rs. 1 Crore where IP is applicable.)

The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC or with concerned Director of ONGC or directly with the IEM c/o Chief Vigilance Officer, ONGC, Deendayal 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
(Circular No. 29/2024 dated 28.05.2024)
Note: The name and e-mail IDs of the IEMs appointed in ONGC are as under:
1. Shri Vijay Kumar Singh, IPS (Retd.) (dated 27.07.2023)
(vijaykumarsingh@hotmail.com)
2. Sh. Arvinda Kumar, IPS(Retd.), Former Vigilance Commissioner (arvindak@gmail.com in) (dated 22.01.2025)
3. Smt. Seema Bahuguna, Retd. IAS, Former Secretary DPE (bahugunaseema@gmail.com) (dated 14.10.2025)

Bidders should not send pre bid queries/clarifications or any other tender related queries to IEMs.

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

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

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

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

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

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

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

(Circular No. 28/2025 dated 20.03.2025)

33.0 If the bidder is authorized distributor (Indian/foreign) of OEM (foreign origin) for supply to India/ONGC then bidder to provide the details of price being charged by foreign manufacturer either on Ex-works or FOB or CFR basis, as the case may be, in its bid.

After placement of order, bidder/supplier shall be required to submit copy of Invoice (Customs Invoice) of the foreign OEM raised on the supplier on Ex-works / FOB /CFR basis, as the case may be, at the time of shipment or along with documents submitted for payment.

The invoice prices of foreign OEM shall be checked by concerned payment authority before making
payment.

Appendix-1

From : M/s ___________________________________
____
____

NO. DATE :

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

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

REF : SUPPLY ORDER NO. ________________________________
____________________________DATED ________________

Sir,

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

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

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

iii) Materials are ready for Ist/IInd/Final Stage as per Quality Plan already approved.
iv) Materials are ready after Ist Rework/IInd Rework in full quantity.

Our factory is closed on ___________ for weekly off.
Kindly arrange to inspect the materials accordingly.
On arrival, please contact Mr. _____________________of our firm (Phone No. _____________), who will coordinate the job of inspection.

Yours faithfully,

(Signature with name and
full address of supplier)

Copy for information to Order Placing Authority

Annexure - III

Scope of Work, Special Terms and Conditions of Contract

1.0) SCOPE OF WORK:

Procurement of Engine#1 Coupling Element for Rig Sagar Uday

The job involves the Supply of spare as mentioned below

S.No	EDP Code	Material Description	Part No	Qty	UoM
1.	210051434	Coupling – Vulkan Element	2X4313A003	1	NO

2.0) SPECIAL TERMS AND CONDITIONS:

1. Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the material, or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, ONGC may, without prejudice to any other right or remedy, cancel the PO by serving prior notice to the contractor/supplier.

2. After materials are ready, call for inspection should be made in advance, directly to I/C-QAD, ONGC, Mumbai under intimation to GM (E), Engineering Superintendent -Rig Sagar Uday, 11 High, Bandra-Sion Link Road, Mumbai -17. The delivery to ONGC Nhava stores may only be done against the confirmed PO and the Quality Clearance Certificate issued by ONGC QAD Section, Mumbai

3. At the time of inspection Warranty/ Guarantee certificates along with other documents shall be produced for verification. ONGC reserves right to reject any part (OR full) of supplies, if the material is found to be not as per required specifications.

4. Concessional rate of IGST @18% against EC shall be applicable for evaluation of bids as material is required for PEL/ML area. Supplier should provide necessary documents such as Proforma invoice at least three weeks prior to the scheduled delivery due date to obtain EC from DGH failing which delay in issuance of EC, if any, and any additional financial implications because of this, will be on the part of supplier.

5. Delivery should be made before 04 Weeks from the date of PO to I/c Receipts, ONGC Nhava Supply Base, Raigad Dist. Materials should be packed properly for avoiding damages/ losses/breakages during transit. The Packaging should be seaworthy, ready for transport to Rig. The boxes shall be packed with a certificate pasted on the boxes, indicating no explosive material inside. Box should be sealed. Box should be such that it can be opened and closed easily at any point for security check.

6. Payment will be made only for items received at ONGC Stores in good condition.

7. After delivery, supplier should forward copies of complete dispatch documents (Bill/invoice/ Delivery Challan, Inspection Report, proof of dispatch such as LR/GCN, proof

of delivery, copy of warranty/ guarantee certificate, etc.) to GM (E), Engineering Superintendent - Sagar Uday, Room No 314, 11 High, Bandra-Sion Link Road, Mumbai - 17.

8. Registration details of ONGC: GST No.97AAACO1598A1ZG; PAN No. AAACO1598A

9. Packing: The materials are to be delivered to ONGC Nhava Supply Base in sea worthy packing by the contractor for onward transportation to Rig. If the material received at NHAVA is in damaged condition, the same will not be accepted and are to be replaced with no additional cost to ONGC. Material shall be packed in wooden box. Box should be sealed. Box should be such that it can be opened and closed easily at any point of checking.

3.0) TIME SCHEDULE FOR COMPLETION:

Delivery of the material should be completed on or before 04 weeks from date of Purchase Order.

4.0) INSPECTION:

Inspection will be done by ONGC QAD Department, Mumbai.

5.0) INVOICES AND TERMS OF PAYMENT:

a. No advance shall be payable. No payment will be made for material not meeting the requirements unless defects are rectified to the satisfaction of ONGC Ltd.
b. Payment will be made to the contractor after receipt of the material at ONGC Nhava Supply Base, Raigad.
c. Digitally signed Invoices shall be submitted in ONGC VIMS Portal as per in favor of C.M (F&A), DS, ONGC LTD, 11 High, Bandra Sion Link Road, Mumbai -17, in triplicate upon completion of the delivery in triplicate with the QCC Certificate, dispatch documents and other supporting documents for the payment.
d. Billing should be done to ONGC Offshore, State code: 97 (OT) with Offshore GST number: 97AAACO1598A1ZG. Bills should carry all relevant financial details like HSN/SAC code, GST rate, etc. The GST number is registered to the address as below:

   "ONGC Offshore, Plot No. C-69 A and B, G Block,
   Oil and Natural Gas Corporation Limited,
   NBP Green Heights,
   Bandra Kurla Complex, Bandra East,
   Mumbai, Maharashtra 400051”

e. The applicable tax is "IGST". "Place of supply: Nhava Supply Base" and "Shipped to: Offshore Rig Sagar Uday" should be clearly mentioned in the invoice.
f. Concessional rate of IGST @12% against EC shall be applicable for evaluation of bids as material is required for PEL/ML area.

g. Supplier should provide necessary documents such as invoice(s) at least three weeks prior to the scheduled delivery due date to obtain EC from DGH failing which delay in issuance of EC, if any, and any additional financial implications because of this, will be on the part of supplier.

6.0) WARRANTY AND GUARANTEE:

The Contractor shall warrant that every material shall be free from all defects and faults in material, workmanship and handling etc., and shall be of the highest grade and consistent with established and accepted standards for materials and workmanship of the type ordered and in full conformity with the design, drawings, specification or sample, if any, and shall if operable, operate as per design, drawings, specifications and samples and any other stipulated conditions. This warranty shall survive inspection of payment for and acceptance of the plant, machinery and equipment and shall be valid for a period of 12 months from the date of delivery at ONGC stores.

All corresponding manual to be present like parts manual, operational manual, warranty certificate etc. at the time of delivery.