**WELL STIMULATION SERVICES AHMEDABAD**
**ONGC LTD**
**(A Govt of India Enterprise)**
**HF-WSS**
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# BID DOCUMENT

***Internal structural repair/replacement and FRP coating of the internal walls of Hydration Unit (GJ-18-SS-0516)***
**e-Tender No: DW4VL26002**
**Limited Tender**
**(Single Bid System)**

**Tender Closing Date and Time: 01.06.2026 at 15:00 Hrs. (IST)**
**Bid Opening Date and Time: 02.06.2026 at 15:30 Hrs. (IST)**

**ANNEXURE-I**

**INSTRUCTIONS TO BIDDERS**

**A: INTRODUCTION**

**1. Eligibility and experience of the bidder**:-

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

(i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum 1 years of experience in providing services related to repair & fabrication of heavy machineries/ structures.

(ii) Bidder should have executed at least one number of contracts of repair & fabrication of heavy machineries/ structures in the last five (05) years.

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

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

2. **Tender Fee - Nil**

3. **TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

4.0 **COST OF BIDDING**

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

**B: THE BIDDING DOCUMENT**

5. **CONTENT OF BIDDING DOCUMENTS**

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

| **ANNEXURE I** | **:** | **Instructions to Bidders with following Appendices** |
|---|---|---|
| Appendix 1 | : | Bidding Document Acknowledgement proforma |
| Appendix 2 | : | Bid submission proforma |

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|---|---|---|
| Appendix 3 | : | Bid submission Agreement proforma. |
| Appendix 4 | : | Bid Bond Bank Guarantee proforma |
| Appendix 4A | : | Deleted |
| Appendix 4B | : | Deleted |
| Appendix 5 | : | Checklist |
| Appendix 6 | : | Proforma for Bidders past services(similar) |
| Appendix 7 | : | Proforma of Authorisation Letter for attending Tender Opening |
| Appendix 8 | : | Proforma of Certificate on Relatives of Directors |
| Appendix 9 | : | Deleted |
| Appendix 10 | : | Proforma for proposed changes/modifications. |
| Appendix 11 | : | Deleted |
| Appendix PBC | : | Deleted |
| Appendix BP1 | : | Undertaking on Acceptance of ONGC's 'Policy for Banning/provisional Suspension of Business dealings with erring Firms' |
| Appendix BP2 | : | Undertaking on currently not serving any banning order(s) issued by ONGC |
| Appendix BP3 | : | Undertaking on currently not serving any suspension order(s) issued by |

| **ANNEXURE II** | **:** | **General Conditions of Contract (GCC) with following appendices.** |
|---|---|---|
| Appendix 1 | : | Proforma of Performance Bond Bank Guarantee. |

| **ANNEXURE III** | **:** | **Scope of work, Technical Specifications and Special conditions of Contract, Bidders Response sheet.** |
|---|---|---|

| **ANNEXURE IV** | | **Bid Evaluation Criteria.** |
|---|---|---|

| **ANNEXURE- V** | **:** | **Price Bid Format /BOQ** |
|---|---|---|

6. **PRE-BID CONFERENCE: Deleted**

## C. PREPARATION OF BIDS

7. **LANGUAGE AND SIGNING OF BID**

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

7.2 The Prices along with price related conditions shall be filled online in the Price-Bid format/BOQ available on **GePNIC-CPPP.**

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Appendices 1,2,3,5,7,8,9,10, 11,12 of Annexure-I. The above appendices shall be duly filled in without any alteration to ONGC's proforma whether quoting for full items or not. The above appendices and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the un-priced bid folder.

The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. **DSC of Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for efiling on the eTendering 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.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee

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

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

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

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

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

7.8 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company. **Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally singed.**

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

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

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

7.12 –Deleted-

7.13 –Deleted-

7.14 Joint venture bids and consortium bids where consortium bids are specifically allowed as per provisions under clause 1.3 above: Not applicable

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

### 8.1 Advice to bidders for avoiding rejection of their offers:

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

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

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

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

Further, the 'Bid Matrix' should be digitally signed by the bid signatory and uploaded in the un-priced bid folder.

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

## 9.0 DOCUMENTS COMPRISING THE BID

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

a) Online priced bid format

b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the ONGC's satisfaction:

(i) Deleted

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

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

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

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

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

d) Bid security: Not applicable

e) -Deleted-

f) Integrity Pact(IP) (applicable for tenders above Rs 1 crore): Not Applicable

g) (i) The bidder should submit undertakings as per Appendix- BP1, BP2 and BP3 on acceptance of ONGC's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms'

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

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

Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012 to avail the benefits.

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

Following undertaking shall be submitted by MSE bidders:

"I/We are aware that benefits under PPP for MSE, Order 2012 (read with FAQs thereon) are available only to manufacturer/services provider of the quoted item/service and not to the trader/dealer. I/We confirm that bid is submitted as manufacturer/services provider of the quoted item and hence would like to avail the benefits of exemption submission of EMD and Purchase Preference in this tender."

OR

"I/We are aware that benefits under PPP for MSE, Order 2012 (read with FAQs thereon) are available only to manufacturer/services provider of the quoted item/service and not to the trader/dealer. I/We are not eligible for benefits of exemption from submission of EMD and Purchase Preference in this tender."

i) Scanned copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder–when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only, shall be uploaded with techno-commercial bid

Scanned copy of the notarized true copy of the “Power of Attorney” uploaded with the techno-commercial bid shall also be accepted, if the power of attorney is a general “Power of Attorney”.

However, ONGC reserves right to seek original Power of Attorney (when the power of attorney is a special “Power of Attorney “ relating to the specific tender of ONGC only) / notarized true copy (when Power of Attorney is a general Power of Attorney) at any time during the processing of tender and execution of contract.

j) ONGC reserves right to seek in physical form original/notarized true copy of any document uploaded in digital form, at any time during the processing of tender and execution of contract.

k) Deleted

l) Bidder shall be required to indicate ONGC’s Vendor code in the bid. The bidders, who do not have ONGC’s Vendor code, will require to submit following documents for creation of vendor code:

I. Company/ Firm registration copy
II. GST registration copy
III. PAN detail copy
IV. Valid email ID, Contact No.
V. Complete Address

10.0 **PRICE SCHEDULE**

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

10.2 **Bid Prices**

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

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

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

10.3 (a) Concessions Permissible Under Statutes

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

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

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

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

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

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

10.4 **INCOME TAX LIABILITY**

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

**10.5 GST LIABILITY ON SUPPLY OF SERVICES**

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

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

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

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

a) Payment towards GST shall be restricted to the GST amount as charged on the 'Tax-Invoice' or the quoted GST rate, whichever is lower unless the same is due to applicability of change in law clause. ONGC shall have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

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

Notes:

(i) (Applicable for Indigenous tenders):

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

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

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

11.0 **BID CURRENCIES (Applicable for ICB tenders only): Deleted**

11.1 Deleted

11.2 BID CURRENCIES (Applicable for Indigenous tenders only)

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

12.0 **MODE OF PAYMENT**

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.

2. Name & Complete Address of the Bank with Branch details.

3. Type of Bank account (Current / Savings/Cash Credit)

4. Bank Account Number (indicate 'Core Bank Account Number', if any).

5. IFSC / NEFTCode (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf
6. Permanent Account Number (PAN) under Income Tax Act;

7. GST registration number.

8. e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."

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

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

12.1 Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961): Not applicable

**13.0 CONCESSIONAL RATE OF CUSTOMS DUTY AND GST**

In terms of Sl No 404 of Customs notification No. 50/2017-Customs dated 30.06.2017 and amended vide Customs Notification No. 02/2022-Cus dated 01.02.2022 & 40/2022-Customs dated 13.07.2022 and 36/2025-Cus.dated 17.09.2025 (As amended from time to time), the goods specified in list 33 imported in relation with Petroleum operations will attract 18% Customs Duty (BCD Nil, SWS Nil & IGST @18%), for which, ONGC is eligible for its nominated blocks or NELP/other eligible blocks. Hence, ONGC will issue required undertaking/certificate as per Government guidelines so as to enable the contractor to import goods against concessional rate of Custom Duty provided these are specified in the list 33 of said Customs notification.

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

Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 18% Customs Duty. ONGC is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 18% Customs Duty by any of the authorities.

However, in terms of CBIC Circular No. 189/01/2023-GST dated 13.01.2023, if the standard/merit-rate of IGST itself is lower than 18% on the specified goods, then such lower rate of IGST would apply, along with exemption from BCD & SWS, upon submission of EC issued by the authorized ONGC official.

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

Similarly, the such specified goods required for petroleum operations if procured from domestic sources would attract 18% concessional Rate of GST (IGST or CGST & SGST/UTGST) as per GST-Rate Notification No. 3/2017 dtd. 28.06.2017 and amended vide Notification No. 08/2022 dtd. 13.07.2022 and 11/2025-IGST(R) dated 17.09.2025 against issuance of EC by DGH for which ONGC shall issue the recommendatory letter. If the standard/merit-rate of GST on the specified goods itself is 18% or lower, then such lower rate of GST would apply directly i.e. without invoking Notification No. 3/2017-IGST(R).

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

**13.2** Re-export of equipment, unutilised spares etc:

The equipment, unutilized spares, accessories etc. imported to India for providing service needs to be re-exported by the bidder upon the completion of the terms of contract or any extended period thereof at their own expense. Bidder must furnish an undertaking that “the equipment imported and also spares & accessories which remained unutilized after the expiry of contract, would be re-exported at his own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". Immediately after re-export, bidder would furnish to ONGC, details and other relevant documents as a proof of re-export. In case of non-observance of formalities of any provisions of the Customs Act or any other act of Government of India, the contractor shall be held solely responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non compliance of these provisions will be treated as breach of contract and their performance bond will be forfeited.

13.3 - Deleted

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

14.0 **VAGUE AND INDEFINITE EXPRESSIONS**

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

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

16.0 **PERIOD OF VALIDITY OF BIDS**

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

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

17.0 **BID SECURITY/ EARNEST MONEY DEPOSIT: Deleted**

18.0 Offers not submitted through **GePNIC-CPPP** will be rejected.

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

## D. SUBMISSION AND OPENING OF BIDS

**19.0** The bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted through **GePNIC-CPPP (https://etenders.gov.in)**, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered.

The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Appendix-..... (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid/BOQ. The Price bid shall contain only the prices duly filled in the on-line price format of **GePNIC-CPPP (https://etenders.gov.in)**. Bidders shall necessarily use the same excel sheet for price bid. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

However, the following documents should be submitted in physical form, in a sealed envelope super-scribed as "Physical documents against e-procurement **Tender Reference Number…………., Tender ID…………..,** due on ………… To be opened by Tender Opening Officers at 15.30 Hrs, on due date for opening of bid" [Documents should reach to the purchaser's office on or before 15:00 Hrs. of the closing date specified for submission of bid through **GePNIC-CPPP**. Wherever any other time for receipt / opening of documents have been specified in the tender document, same should be appropriately indicated/followed in place of 15.00 Hrs / 15.30 Hrs.] :

(i) (Applicable only in case bid security is submitted in the form of SFMS BG/ Insurance Surety Bond. Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer Or e-BG).

The original SFMS BG towards bid security (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank)

Or

The original Insurance Surety Bond in the prescribed format provided in the tender.

The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance

20.0 **DEADLINE FOR SUBMISSION OF BIDS**

20.1 The duly completed bid with no system error message can be 'submitted' in e-procurement portal any time before the submission deadline is reached. The bidder shall also be permitted to make changes in his bid and re-submit the same in e-procurement portal till the submission dead line. The final submitted version of bid only shall be considered by ONGC.

20.2 No bid can be submitted after the submission dead line is reached. The system time that will be displayed on e-procurement web page shall decide the submission dead line.

20.3 All the documents required to be submitted in physical form as per para 19.0 above, should positively reach to the purchaser's office on or before 15.00 Hrs. of the closing date specified for submission of bid through e-bidding portal.

**21.0 LATE BIDS**

21.1 Bidders are advised in their own interest to ensure that bid is uploaded in system well before the closing date and time of the bid.

Bidders to also ensure that Physical document i.e. Bid Security (if not submitted through NEFT/RTGS/Electronic fund transfer to account of ONGC) should also reach the specified office well before the due date and time mentioned in the bid.

21.2 -Deleted-

22.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

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

23.0 **OPENING OF BIDS**

23.1 The un priced bid will be opened at 15.30 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The opening report giving details of bids received shall be uploaded in system for viewing by all bidders participating in the tender. The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix-7 hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

23.2 In case of unscheduled holiday on the closing/opening day of bid , the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

23.3 Bidders whose bid have been rejected during techno-commercial evaluation, shall be informed about the reasons for rejection of their bid through official e-mail id mentioned in the bid. Such bidders can review reason for rejection of their bid and raise a one-time representation to challenge rejection for any incorrect disqualification within 48 hours of such intimation. However, any additional/new documents/information/details submitted with representation, will not be considered for evaluation.

## E. EVALUATION OF BIDS

**24.0 EVALUATION AND COMPARISON OF BIDS**

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

24.2 Clarifications Of Bids:

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

**25.0 UNSOLICITED POST TENDER MODIFICATIONS**:

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

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

**26.0 EXAMINATION OF BID**

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

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

**27.0 SPECIFICATIONS:**

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

**28.0 CONVERSION TO SINGLE CURRENCY (Applicable for ICB tenders only):** Not applicable

**29.0 PURCHASE PREFERENCE POLICY(IES): Not applicable**

30. **CONTACTING THE ONGC**

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

## F. AWARD OF CONTRACT

**31.0 AWARD CRITERIA**

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

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

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

**33.0 NOTIFICATION OF AWARD (NOA)**

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

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

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

**34.0 MOBILISATION PERIOD**

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

**35.0 SIGNING OF CONTRACT**

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

The contract agreement can be digitally signed by authorized executive of Contractor as per POA and signing authority of ONGC as per BDP. In case of digitally signed Contract agreement, signature of witness shall not be required.

**36.0 PERFORMANCE SECURITY**

36.1 Within 30 (thirty) days from the date of issue of LOA/NOA by ONGC, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided at Appendix 1 /Appendix 1A of Annexure-II of the bidding documents, or another form acceptable to the ONGC.

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

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

**37.0 CORRESPONDENCE.**

1.1 ONGC's address is
*CE (P) - LM-HF, Well Stimulation Services,*
*Oil & Natural Gas Corporation Ltd, Chandkheda,*
*Ahmedabad-380005, India.*
*Telephone: +91-9969227274. Email: uniyal_vk@ongc.co.in*

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

37.3 All correspondence shall bear reference to bid number.

**38.0 REPRESENTATION FROM THE BIDDER**

38.1 The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Purchase Authority (CPA) i.e. to
*CE (P) - LM-HF, Well Stimulation Services,*
*Oil & Natural Gas Corporation Ltd, Chandkheda,*
*Ahmedabad-380005, India.*
*Telephone: +91-9969227274. Email: uniyal_vk@ongc.co.in*

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

**39.0 UNSOLICITED COMMUNICATIONS**

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

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

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

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

## 40. SUBMISSION OF FORGED DOCUMENTS

Bidders should note that ONGC may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established prima facie with reasonable grounds that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, ONGC shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.
Further, actions as per ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' shall be taken against the Supplier.
Aforesaid policy is available at ONGC portals https://tenders.ongc.co.in and https://ongcindia.com.

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

ONGC, at its sole discretion, may consider the documents of bidders submitted by them against any past tenders of ONGC and same are available with ONGC. However, bidder cannot have the right to challenge any decision of ONGC on considering/not considering of these documents for evaluation.
Bidder shall hold continued liability of the documents submitted in the bid, since, ONGC can utilize the same for future qualification in other tenders of ONGC.

## 41. ONGC’S POLICY ON CLIMATE CHANGE AND SUSTAINABILITY

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

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

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

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

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

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

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

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

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

41.1 **Fraud Prevention Policy of ONGC**.

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

**42**. **GST LEGISLATIONS:**

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

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

**43. FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM(TREDS) PLATFORM:** Deleted

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

**45. NEW VENDOR DEVELOPMENT THROUGH DEVELOPMENT ORDER PROCESS FOR OIL FIELD SERVICES:** Deleted

**46. REGISTRATION OF VENDORS IN GOVERNMENT E-MARKETPLACE**

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

47. **POLICY OF RELAXATIONS TO STARTUPS:** Deleted

**48. ANTI-COMPETITIVE PRACTICES BY BIDDERS (CARTEL FORMATION / POOL RATES / COLLUSION/ BID RIGGING ETC.)**

Any indication of pool bidding or cartel formation or collusion among bidders shall be viewed as a serious breach of fair competition. Such practices are against the core principles of company's transparent and competitive procurement process and may be subject to action against the colluding bidders including actions under the Competition Act, 2002

**49. NON-CONFORMITIES BETWEEN FIGURES AND WORDS**

Non-conformities/errors between the quoted prices in figures and words. (This situation normally not arise in the case of e-procurement)

This should be taken care of in the manner indicated below:

i. If, in the price structure quoted for the required goods, there is a discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly;

ii. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected.

iii. If there is a discrepancy between words and figures, the amount in words shall prevail. However, Where the excel format is provided in etenders and if discrepancy between words and figures is noticed, the figures shall prevail because excel sheet provides auto sum of the total of various line items.

iv. Such a discrepancy in an offer should be conveyed to the bidder, asking him to respond by a target date. If the bidder does not agree to the observation, the bid is liable to be rejected.

**Appendix - 1**

**BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA**

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

Oil & Natural Gas Corporation Ltd.

..........................……………………………………

............................…………………………………..

Dear Sirs,

We hereby acknowledge downloading from complete set of e-Bidding documents pertaining to providing of______________________services against tender no. ________________________________________________________.

We have noted that the closing date for receipt of the tender by ONGC is _______________________ at 15.00 Hrs. (IST) and opening at 15.30 Hrs. (IST) on the same day.

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

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

………………………......................
………………………......................
………………………......................

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

Yours faithfully,

**(BIDDER)**

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

**Appendix-2**

Tender No............................ Contractor's Telegraphic Address :

______________________ ________________________

Oil & Natural Gas Corporation Ltd. Telephone No.
TELEX NO:
FAX NO:

Dear Sirs,

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

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

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

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

Yours faithfully,

Signature of Bidder

Address
Dated

Signature of witness

Address

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

**Appendix-3**

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

No. Dated

To,
Oil & Natural Gas Corporation Ltd.,
________________________________
_________________________________

Sub: **BIDDING DOCUMENTS**
Ref: **TENDER No. _________________________**

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

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

| | |
|---|---|
| Yours faithfully | Yours faithfully |
| **(BIDDER)** | **(ONGC)** |

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

**Appendix - 4**

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

**BID BOND**

NOT APPLICABLE

**Appendix - 5**

## CHECK LIST

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

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

### COMMERCIAL
### GROUP 'A'

1.1 - Deleted -

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

Yes No Not applicable

2.2 (A) If so furnish the following:-

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

3. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?
Yes No

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

Yes No

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

Yes No Not applicable

6. Whether firm prices have been quoted

Yes No

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Extent of variation in days

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

Secretary Manager Partner

Sole Proprietor Active Partner Pre procuraterium

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

Yes No

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

Yes No

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

Yes No

14. Whether Appendices 2 & 3 of Annexure-1 of the bidding document duly filled in and a confirmation that clauses of Annexure I and II complied / accepted and enclosed with the offer ?

Yes No

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

Yes No Not applicable

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

Yes No

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

Yes No Not Applicable

18. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

Yes No

**Signature of the Bidder**

**GROUP `B'**

**(Applicable to indigenous bidders only)**

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

   Yes　　　No　　　Not applicable

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

   Yes　　　No

3. Whether the Bidder has quoted after taking into account various incentives and concessions permissible under statutes ?

   Yes　　　No　　　Not applicable

**Signature of the Bidder**

**GROUP 'C'**
**(Applicable to foreign bidders only)**

Deleted

**Technical**

(**Applicable to both foreign Bidders and indigenous Bidders**)

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

Yes No

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

Yes No

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

Yes No

**(Signature of the Bidder)**

**Appendix - 6**

**BIDDERS PAST SERVICES (SIMILAR) PROFORMA**

| SL.NO. | NAME & ADDRESS OF CLIENT | PERIOD FROM | TO | DESCRIPTION OF SEVICES COMPLETED SUCCESSFULLY | REMARKS |
|---|---|---|---|---|---|
| | | | | | |

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

Signature of the Bidder

________________________

Name____________________

__________________________

Seal of the Company

________________________

<u>**Appendix - 7**</u>

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. Date_______________

To,

The ______________________________

Oil & Natural Gas Corporation Ltd.,

_________________________________

____________________________ (India)

Subject : **Tender No. _________________________ due on___________________**

Sir,

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

Yours faithfully

Signature of Bidder

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

<u>**Appendix - 8**</u>

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

**(Circular No. 06/2010 dated 29.01.2010)**

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

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

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

Authorised Signatory of
The Contracting Party

Place...

Date...

**<u>Appendix – 9</u>**

## List of acceptable foreign banks for acceptance of Bank Guarantee

**- - Deleted - -**

**Appendix - 10**

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

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

| No. of Bidding Doc | pliance/ not agree | / modifications proposed | KS |
|---|---|---|---|
| | | | |

Signature of the Bidder

…............…………....................

Name.........................…………

Seal of the Company
………………………………………

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

**<u>Appendix- 11</u>**

# FORM NO. 10F

-Deleted

**Appendix PBC**

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

-Deleted-

**Appendix: BP-1**

**FORMAT FOR UNDERTAKING ON ACCEPTANCE OF ONGC's 'Policy for Banning/provisional Suspension of Business dealings with erring Firms'**

(to be submitted on Bidder's/Firm's Letterhead)

I__________, age ____years Son/ Daughter of _____________, resident of __________________________________________ do solemnly affirm and state as under:

1. That__________ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no___________ dated ______ for ________ item / works (Name of tender).

2. That I _______________________ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.

3. That …………… (Name of the Bidder/Firm) has read, understood and accepts the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms as available at ONGC portals https://tenders.ongc.co.in and https://ongcindia.com.

4. That …. (Name of the Bidder/Firm) hereby accepts the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms, without any demur, protest, reservations and agree to be bound by the said Policy.

5. That …………….. (Name of the Bidder/Firm) hereby agrees that in the event of Bidder/Firm is banned under the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms then in such case the banning order shall also be applicable upon its allied concern(s), partner(s) or associate(s) or director(s) or proprietor(s) involved in any capacity.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:
Place:

**Appendix: BP-2**

**FORMAT FOR UNDERTAKING ON CURRENTLY NOT SERVING ANY BANNING ORDER(S) ISSUED BY ONGC**
**(to be submitted on Bidder's/Firm's Letterhead)**

I__________, age ____years Son/ Daughter of ____________, resident of _________________________________________ do solemnly affirm and state as under:

1. That I ______________________ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder/Firm.

2. That__________ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no___________ dated ______ for ________ item / works (Name of tender).

3. That ………………… (Name of the Bidder/Firm) hereby undertakes as under:

i. That neither the Bidder/Firm itself, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving Banning order issued by ONGC debarring them from carrying on business dealings with ONGC.

ii. That Bidder/Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly with any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Banning order of business dealings with ONGC.

4. I disclose the following allied concern(s), partner, or associate(s) or director (s) or proprietor(s) involved in any capacity in terms of the definition of allied Firms given in "Policy for Banning/provisional Suspension of Business dealings with erring Firms":

| Sl No. | Name | Address | PAN No. (if allotted) | GST No. (if allotted) | Vendor code in ONGC (if available) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

(Bidder/Authorized signatory of Bidder)
Seal:

Date:

Place:

**Appendix: BP-3**

**FORMAT FOR UNDERTAKING ON CURRENTLY NOT SERVING ANY SUSPENSION ORDER(S) ISSUED BY ONGC**

**(to be submitted on Bidder's/Firm's Letterhead)**

I__________, age ____years Son/ Daughter of ____________, resident of _______________________________________ do solemnly affirm and state as under:

1. That I ______________________ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.

2. That__________ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no___________ dated ______ for ________ item / works (Name of tender)

3. That ………………… (Name of the Bidder/Firm) hereby undertakes as under:

i. That the Bidder/Firm is not currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process business.

ii. Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly through any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

**ANNEXURE - II**

## MODEL CONTRACTAND GENERAL CONTRACTCONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this …..day of …Two thousand and …. by and between OIL & NATURAL GAS CORPORATION LIMITED, a CORPORATION registered under the Companies Act 1956, having its registered office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India and one of its work center at ………………………. (hereinafter referred to as "CORPORATION" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s ……………., a company registered under the companies Act with its Registered office at ……… referred to as the "CONTRACTOR" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

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

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

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

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

### 1. DEFINITIONS:

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

### 1.1 CONTRACT

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

### 1.2 CORPORATION/ONGC:

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

### 1.3 SITE

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

### 1.4 CORPORATION'S SITE REPRESENTATIVE/ENGINEER

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

1.5 **CONTRACTOR**:

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

1.6 **SUB-CONTRACT**:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of ONGC on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.7 **SUB-CONTRACTOR**:

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

1.8 **CONTRACTOR'S REPRESENTATIVE**

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

1.9 **CONTRACTPRICE**

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

1.10 **DAY**

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

1.11 **EQUIPMENT/MATERIALS/GOODS**:

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

1.12 **WORKS / OPERATIONS**:

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

1.13 **GUARANTEE:**

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

1.14 **MOBILISATION:**

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

1.15 **DEMOBILISATION:**

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

1.16 **DRAWINGS:**

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

1.17 **SPECIFICATIONS:**

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

1.18 **INSPECTORS:**

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

1.19 **TESTS:**

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

1.20 **FACILITY:**

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

1.21 **THIRD PARTY**

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

1.22 **APPROVAL:**

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

1.23 **SINGULAR/ PLURAL WORDS**:

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

1.24 **GROSS NEGLIGENCE**

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

1.25 **WILLFUL MISCONDUCT**

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

1.26 **GST LEGISLATIONS:**

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

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

## 2.0 **SCOPE OF WORK/CONTRACT:**

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

## **3.0 DURATION OF THE CONTRACT**:

This CONTRACT shall remain valid for a period of 15 days from NoA.

## 4.0 **NOTICES AND ADDRESSES**:

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

4.1 OIL & NATURAL GAS CORPORATION LIMITED

For Contraact and Operation related communication
*CE(P)-LM HF,*
*Well Stimulation Services,*
*Oil and Natural Gas Corporation Ltd,*
*WSS Saij, Saij, Kalol, 382725*
*Gujarat*

For payments:

*GM (F&A), F&A Department,*
*Pre-audit, ONGC, Avani Bhavan,*
*Chandkheda, Ahmedabad*

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

……………………..
……………………..
…………………….
Fax:……………….

**5.0 DUTIES AND POWER /AUTHORITY :**

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

(i) Overall supervision, co-ordination and Project Management at site
(ii) Proper utilisation of equipment and services.
(iii) Monitoring of performance and progress
(iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
(v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
(vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the ONGC's representative/engineer without which no claim will be entertained by the ONGC.

5.2.1 CONTRACTOR's representative:

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

**6. CONTRACT DOCUMENT :**

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

6.2 Entire Agreement :

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

6.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by ONGC by issuing amendment to the **CONTRACT**. ONGC shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of **CONTRACT**, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to **CONTRACT**.

6.4 Sub-contracting:

(a) Sub-contracting shall not be allowed for Project management and at least one of the main activities as specified in the Bid Evaluation Criteria, which shall be decided by the lndentor / NTA (for CPD cases). All the remaining activities can be subcontracted with intimation to ONGC for administrative purposes.

(b) If any work is subcontracted, overall I responsibility of the subcontracted work and supervision thereof shall be the sole responsibility of Main contractor. Compliance to all mandatory/statutory requirements including safety related activities shall be the sole responsibility of the main contractor

(c) The contractor shall not be allowed to subcontract the whole of the Works on back-to-back basis.

(d) Subcontracting/subletting any part of the work to following types of vendors is not allowed:
i) Subcontracting to a vendor/bidder who participated in the same tender.
ii) Subcontracting to the approved subcontractor of another bidder who participated in the same tender.

6.4.1 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor to ONGC. Main contractor should give preference to qualified MSEs owned by SC/ST and Women for subcontracting provided such vendor meets all other PTR requirements as per tender/contract.

6.5 Waivers and amendments:

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

**7.0 REMUNERATION AND TERMS OF PAYMENT**

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

7.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the GM(F&A), F&A Department, Pre-audit, ONGC, Avani Bhavan, Chandkheda, Ahmedabad.

7.3 Invoices with original supporting documents duly countersigned by the CORPORATION's representative/ engineer wherever applicable will be submitted after successful completion of the job and satisfactory inspection report by the CONTRACTOR to CORPORATION and payment shall be made within 10 calendar days from the date of receipt of invoice at the above office.

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.

The original invoice should also accompany the following documents/details:
a) Successful job completion certificate from ONGC.
b) Satisfactory Inspection Report
c) Undertaking by the contractor regarding compliance of all statutes.

7.4 Deleted

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

7.6 **ONGC's right to question the amounts claimed**

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

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

7.6.1 **Details of statutory payments like EPF and ESI etc**: (wherever applicable)

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

**(a) In connection with EPF Scheme:**

(i) Details and number of workers to be deployed for execution of the contract with details of their UAN numbers/ photocopies of Form No. 2 and New Form No.11 submitted to EPFO in respect of such workers who shall be covered under the EPF Scheme.

(ii) List of `Excluded Employees', if any, not to be covered under the EPF scheme with certificate to that effect issued by the EPFO or list of excluded employees’, if any, not to be covered under the EPF scheme self- certified by the contractor and certificate from the excluded employees to the effect that they are not covered under EPF Act, 1952 and/ or ESI Act, 1948 alongwith an undertaking/ confirmation that the contractor indemnifies ONGC for any liabilities for violation of the provisions of the EPF Act 1952 and ESI Act 1948 arising out of declarations made by the contractor.

(iii) Copy of monthly return to be filed with the EPFO in Form 5 within 15 days of the close of every month.

**(b) In connection with ESI Scheme**:

(i) Details and number of workers to be deployed for execution of the contract along with details of their UAN, ESI- IP number etc.

(ii) Declaration Form No. 01 and Temporary identification certificate/ Insurance number in respect of each contract worker.

(iii) Details of the contract workers who would not be covered under the said scheme due to their monthly wages exceeding the current monthly wage ceiling of Rs.21000/- or as notified from time to time.

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

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

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

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

(B) – Deleted -

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

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

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

Note: Conditions for applicability of above provisions

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

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

OR

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

OR

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

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

'Excluded employee' means --

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

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

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

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

## 8.0 CLAIMS, TAXES & DUTITES, FEES AND ACCOUNTIING :

8.1 **CLAIMS**:-

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

8.2 **NOTICE OF CLAIMS:-**

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

8.3 **TAXES:-**

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

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

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

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
ii. Name and Address and GST Registration Number of the Service Receiver (Address of ONGC)
iii. Description, Classification and Value of taxable service / goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
iv. In case of imported goods, contractor/supplier is required to provide original Bill of entry or copy of Bill of Entry duly attested by Custom authority.
v. The Contractor should mention the Place of supply in the invoice raised under GST Law.
vi. ONGC would not accept any invoice without its GSTIN mentioned on the invoice

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

8.3.1 - Deleted –

**8.4 CUSTOMS DUTY (BCD + IGST): -**

As per Sl. No. 404 of Customs Notification No. 50/2017-Cus dated 30.06.2017 and amended vide Customs Notification No. 02/2022-Cus dated 01.02.2022 & 40/2022-Customs dated 13.07.2022 and 36/2025-Cus. dated 17.09.2025 (as amended from time to time), the goods required in relation with petroleum operation for eligible areas, as mentioned in list 33 of said notification, would attract 18% Customs Duty (BCD Nil, SWS Nil & IGST @ 18%) subject to submission of required undertaking/ certificate.

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

For import of rigs/equipments/ vessel/tool/ Chemicals/spares and accessories as specified in list 33, for execution of contract for petroleum operations, Corporation will provide required undertaking/certificate to contractor for availing concessional rate of Customs duty for import of equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33, as eligible. Accordingly, only concessional rate of the Customs duty for equipments/ vessels/tool/ Chemicals-/spares and accessories as specified in list 33 required for operation and maintenance of equipment and equipments is to be considered while quoting. As regards, re-export of equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 (owned or on lease basis) brought by the contractor (whether Indian or foreign) for petroleum operation, as the equipments/vessels/tool/ Chemicals/ spares and accessories as specified in list 33 would be imported by the contractor with payment of concessional rate of CUSTOMS DUTY; after expiry of the contract with ONGC, the contractor would have to either re-export the equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 or deploy the equipments/vessels/tool/spares, Chemicals/spares and accessories as specified in list 33 for petroleum operations in areas where concessional rate of Customs Duty is applicable after getting a fresh Certificate/documents from the Corporation, as applicable. The contractor shall also have to indemnify the Corporation against any claim that may arise due to violation of the Customs Act or the Foreign Trade Policy by them. In case any equipments/vessels/ tool/ Chemicals/spares and accessories as specified in list 33 are required to be replaced by the contractor during the execution of the contract, the Corporation shall issue a fresh undertaking/certificate, as applicable, and bring the equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33 on payment of concessional rate of Customs Duty.

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

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

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

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

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

8.5 **CORPORATE TAXES:**

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

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

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

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

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

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

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

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

8.5.6. If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to ONGC within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of _______________ (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to ONGC before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier. Contractor should note that any delay in submission of TRC, Form No. 10F and/or PE information within the specified time may lead to the

Income Tax Department directing ONGC to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

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

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

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

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

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

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

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

“Notes in respect of Tax Residency Certificate’,

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

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

8.6 **PERSONNEL TAXES:-**

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

9.0 **PERFORMANCE**:-

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

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

The CONTRACTOR shall furnish to the CORPORATION within 30 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee(e-BG) or SFMS Bank Guarantee(SFMS BG)* or Unconditional irrevocable Insurance Surety Bond (as per the proforma enclosed at Appendix-I/ Appendix-IA of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT. In case PBG is not submitted within 30 days from the date of NOA, a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the contractor.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee to invoke the above bank guarantee/Insurance Surety Bond and claim the amount from the bank/Insurer. The bank (in case of e-BG/SFMS BG)/ Insurer (in case of Insurance Surety Bond) shall be obliged to pay the amount to the CORPORATION on demand.
a# Subject to credit in ONGC's account within prescribed time

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

The CONTRACTOR shall furnish to the CORPORATION within 30 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee (e-BG) or SFMS Bank Guarantee(SFMS BG)* or Unconditional irrevocable Insurance Surety Bond (as per the proforma enclosed at Appendix-I/ Appendix-IA of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT. In case PBG is not submitted within 30 days from the date of NOA, a sum equivalent to

1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the contractor.

* SFMS BG:

The default/Preferable mode of submission of Security Deposit will be NEFT/RTGS/Electronic fund transfer or e-BG, however, whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG.

a) Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank as allowed by ONGC in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to ONGC's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards Performance Security along with SFMS delivery report /message copy which has been transmitted to ONGC's bank by BG issuing bank through SFMS system.
b) The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

c) The original SFMS BG in physical form towards Performance Security (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) should reach to the designated ONGC office on or before due date.

d) SFMS BG will not be acceptable unless details of the same is transmitted to the ONGC's Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc..

e) In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, bidder/contractor shall be responsible for the non-acceptance of the same.

f) For any amendment of SFMS BG, message 767COV through SFMS should be used.

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

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

(Circular 36/2025 dated 19.05.2025)

10.1 In case PBG is not submitted within 30 days from the date of NOA, a
sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the supplier/contractor.

## 11.0 IMPORT AND IMPORT CLEARANCE:-

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

## 12.0 DISCIPLINE:-

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

## 13. SAFETY AND LABOUR LAWS:-

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

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

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

### 13.1 Verification of character and antecedents of Contractual Manpower

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

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

(ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

(iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of ONGC. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years.

In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

14. **Confidentiality Clause:**

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

"Confidential Information" shall not include information that:

(a) is or becomes publicly known through no wrongful or unlawful act of the Contractor;

(b) is independently developed by the Contractor without the benefit of ONGC's Confidential Information.

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

3. "Contractor shall not be deemed to be in breach of confidentiality for any disclosure of Confidential Information *done with the prior written permission of ONGC* or to the extent required to comply with applicable statutory law, rule or regulation, order from court or any statutory or governmental authority provided that the contractor provides reasonable prior written notice, takes all reasonable and lawful actions to obtain confidential treatment of such disclosure and disclose the minimum amount and scope of the confidential information necessary to comply with the applicable law, rules, regulations, order from court or any statutory or governmental authority."

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

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

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

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

15. **STATUTORY REQUIREMENTS:-**

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

16. **INSURANCE:- (wherever applicable)**

A) (i) CONTRACTOR shall, at his own expense, arrange **Workmen's Compensation / Employer's Liability Insurance policy to cover statutory liability of an employer for the workmen engaged under this contract also** to cover all risks assumed by the CONTRACTOR in respect of its personnel deputed under this CONTRACT.
[Above policy, wherever applicable, shall be submitted by the contractor at the time of mobilization with its validity for the entire contract period. However in case insurance for entire contract period is not issued by insurance company as per their company policy, wherever the policy validity is expiring before the contract period, the policy with extended validity is to be taken and submitted by the Contractor to ONGC (Indentor from ONGC to verify compliance) for continuity of Insurance policy without break before expiry of insurance ( e.g., if policy is expiring in June, then extended policy to be submitted in June itself before its expiry)]

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

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

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

B) Waiver of subrogation: Except for the w***orkmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where ONGC is neither required to be present as principal Assured or additional Assured, a***ll insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 16 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

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

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

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

D) Deductible:-

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

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

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

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

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

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

17. **INDEMNITY AGREEMENT**:

**17.1 INDEMNITY BY CONTRACTOR:**

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

a) personal injury, illness or death of :

i) any of CONTRACTOR’s or subCONTRACTOR’s personnel (even if caused by or contributed to by the negligence or fault of CORPORATION); and

ii) subject to clause 17.2 (a) (I) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR’s personnel or subCONTRACTORs or subCONTRACTOR’s personnel and

b) loss or damage to :

i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR’s personnel or subCONTRACTORs or subCONTRACTOR’s personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of CORPORATION); or
ii) subject to clause 17.2 (b) (I) any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR’s personnel or subCONTRACTORs or subCONTRACTOR’s personnel.

17.2 **INDEMNITY BY CORPORATION** :

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

a) personal injury, illness or death of

i) any employee of the CORPORATION (even if caused by or contributed to by the negligence or fault of CONTRACTOR);
ii) subject to clause 17.1 (a) (I) any other person to the extent that the injury, illness or death is caused by the negligence or fault of CORPORATION ; and

b) any loss or damage to :

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

**18. TERMINATION**

18.1 Termination on expiry of the CONTRACT

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

18.2 Termination on account of force majeure

ONGC shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23.0

18.3 Termination on account of insolvency

In the event the CONTRACTOR at any time during the term of this Agreement, gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof), or, is declared as bankrupt/insolvent or gets admitted to any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, or makes a voluntary assignment of its assets for the benefit of creditors, then ONGC shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

18.4 Termination for unsatisfactory performance

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

18.5 Termination for delay in mobilisation

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

18.6 Consequences of termination

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

In case of termination of Contract herein set forth, except under 18.1 and 18.2, and / or annulment of the contract due to non-submission of Performance Security (as per clause 36 of Annexure-I), actions as per ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Finns' shall be taken against the Contractor.
Aforesaid policy is available at ONGC portals https://tenders.ongc.co.in and https://ongcindia.com.

## 19. DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

(a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments so as to commence the services at the specified site (s) within a maximum seven days from the date of Fax order / LOA / NOA.

(b) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the services within the period specified in sub clause (a) above, ONGC shall have, without prejudice to any other right or remedy in law or contract including sub clause (c) below, the right to terminate the contract.

(c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request ONGC for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, ONGC may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2 % of annual contract value, for each week of delay or part thereof, subject to a maximum of 10% of the annual contract value.

(d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by ONGC on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

(e) LD will be calculated on the basis of annual contract value excluding duties and taxes, where such duties/taxes have been shown separately in the contract..

(f) Deleted

20. **SEVERABILITY**:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

21. **CHANGE IN LAW**:

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

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

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

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

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

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

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

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

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

## 22. LIABILITY OF THE GOVERNMENT OF INDIA:-

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

## 23. FORCE MAJEURE:

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 organization only. In such a situation, the purchase organization 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.

## 24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC

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

## 25. PREFERENCE TO LOCAL COMPANIES:-

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

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

## 26. JURISDICTION AND APPLICABLE LAW:-

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

## 27 DISPUTE RESOLUTION MECHANISM (APPLICABLE FOR DOMESTIC PROCUREMENT)

27.1 Notice of Dispute and Amicable Settlement

27.1.1 In the event of any difference/dispute between the parties to the contract arising out of or in connection with the contract, the concerned party shall send a Notice of Dispute specifying all points of disputes / issues, the amounts of any quantified claims, and, to the extent possible, an estimate of the monetary value of any other claims, along with the supporting document(s) to the other party under the contract.

27.1.2 After receipt of a Notice of Dispute under Clause 27.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.

27.1.3 Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.

27.1.4 Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or *pendente-lite* interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

27.1.5 In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of Notice of Dispute sent under Clause 27.1.1 above, the following provisions of Clause 27 mentioned below, as applicable, shall follow.

27.2 Mediation/Conciliation

27.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC): Not applicable

27.3 Arbitration (*not applicable in case of disputes between public sector enterprises*): Not applicable

27.4 Dispute resolution (*in case of disputes between Govt. entities/public sector enterprises*) through AMRCD: Not applicable

27.5 Adjudication by Courts

27.5.1 Any dispute not resolved or not covered under the provisions of Clauses 27.1, 27.2, 27.3 above may be referred for final adjudication by the court.

**28. CONTINUANCE OF THE CONTRACT**

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

**29. INTERPRETATION**

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

**30.0 ENTIRE AGREEMENT**

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

**31.0 PATENT INDEMNITY**

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

(a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and

(b) the sale in any country of the products produced by the Items.

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

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

31.3. If the CONTRACTOR fails to notify the CORPORATION within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the CORPORATION shall be free to conduct the same on its own behalf.

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

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

**32.0 INDEPENDENT CONTRACTOR STATUS**

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

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

**33.0 EXPORT/RE-EXPORT CONTROL RESTRICTIONS**

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

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

**34.0 INTEGRITY PACT** (applicable for tenders above Rs 1 Crores):

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

**35.0 LIMITATION OF LIABILITY**

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

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

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

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

**36. SUBMISSION OF FORGED DOCUMENTS**

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

Further, actions as per ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' shall be taken against the Supplier.
Aforesaid policy is available at ONGC portals https://tenders.ongc.co.in and https://ongcindia.com.

**37. CONSIDERATION OF REPRESENTATIONS ON POST CONTRACT ISSUES SUBMITTED BY THE BIDDERS TO INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

-Deleted-

**38. FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM(TREDS) PLATFORM:**
Deleted

39. Deleted

40. **POLICY FOR BANNING/ PROVISIONAL SUSPENSION OF BUSINESS DEALINGS WITH ERRING FIRMS**:
ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' as available at ONGC portals https://tenders.ongc.co.in and https://ongcindia.com, is applicable for Banning /provisional suspension of firms. The action as per aforesaid policy shall be taken against the firm/bidder/supplier/contractor in case of breach/default/transgression as stipulated in the policy.

**41. 'PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII), ORDER 2017" DATED 19.07.2024 ISSUED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, GOI (AS AMENDED FROM TIME TO TIME):**

All terms and conditions of Revised 'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 (as amended from time to time) issued by Department for Promotion of Industry and Internal Trade (DPIIT), GoI shall be applicable as per relevant clause in Instructions to Bidders (Annexure-I) of Tender document. (read with MoPNG O.M. No. FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 & 26.03.2024, 20013/2/2017-FP-PNG-Part(l) (E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024 (as amended))

42. Bidder to check constraints/restrictions for obtaining Bank Guarantee or Currency of payment from a Company which is in the FATF Black/Grey list or under any other international sanction which restrict scheduled bank registered with RBI in India to release payments in the currency or to issue BG on behalf of such Supporting Company. Bidder shall be solely responsible for consequences (including but not limited to termination of contract) if they take support from such firm or quoted currency in ICB tenders.

43. **PREFERENCE TO INTERNS TRAINED IN ONGC UNDER PRIME MINISTER INTERNSHIP SCHEME (PMIS) (APPLICABLE FOR CONTRACTS WHERE HIRING OF PERSONNEL IS INVOLVED):**

Contractor to give preference for the engagement of interns trained in ONGC under Prime Minister Internship Scheme (PMIS) who have proficiency certificate (issued by ONGC) towards execution of the contract for benefitting from their prior exposure to operation of oil & gas field equipment’s/ safety norms/ conditions etc.

**Appendix - 1**

**Proforma of Electronic Bank Guarantee (e-BG) /SFMS Bank Guarantee (SFMS BG) towards Performance Security**

**PERFORMANCE GUARANTEE**

Ref. No.________________________________________ Bank Guarantee No _______________
Dated___________________________

To,

Oil & Natural Gas CORPORATION
______________________________
______________________________
India

Dear Sirs,

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

2. We (name of the bank) ______________________________ registered under the laws of _______ having head/registered office at __________________________ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US$ (in figures) __________ (Indian Rupees/US Dollars (in words)______________________________) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

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

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

**(Beneficiary Account details for e-BG only)**

| | |
|---|---|
| Beneficiary Account Name | Oil and Natural Gas Corporation Limited |
| Bank Name | State bank of India |
| Branch | CAG Delhi, |
| Branch Code | 17313 |
| Bank Account No | 42559953079 |
| IFSC Code | SBIN0017313 |
| SWIFT Code | SBININBB824 |

| | |
|---|---|
| Account Type | CC |

**(Concerned Work Center to specify following ONGC's account details of their Work Centre for SFMS BG):**

**(Beneficiary Account details for encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):**

1. Beneficiary Account Name: Oil and Natural Gas Corporation Limited
2. Bank Name: State Bank of India
3. Bank Account Number.:…………
4. IFSC Code

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

Through State Bank of India Nostro Account:

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

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

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

| | | |
|---|---|---|
| WITNESS NO. 1<br>---------------------<br>(Signature)<br><br>Full name and official address (in legible letters) | | ---------------------<br>(Signature)<br><br>Full name, designation and official address (in legible letters) with Bank stamp.<br><br>Attorney as per Power of<br>Attorney No........………<br>Dated ……………. |
| WITNESS NO. 2<br>--------------------- | | |

| | | |
|---|---|---|
| (Signature)<br><br>Full name and official address (in legible letters) | | |

Note:

(i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to .......………………………. (insert the address of the tender inviting work centre) only.

(ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer

(iii) Witness signature and Witness details shall not be required in e-BG. Official address, Bank stamp etc. shall also not be required in case of e- BG

Appendix – 1A

**Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Performance Security (For Indian Bidders)**

Ref. No.
Insurance Surety Bond No
Dated__________
To,
Oil & Natural Gas Corporation
______________________________
______________________________
India

Dear Sirs,

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

2. We (name of Indian Insurance Company) _______________________________ registered under the laws of _______ having head/registered office at ___________________________ and registered with Insurance Regulatory and Development Authority of India(IRDAI) (hereinafter referred to as "the Insurer", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) any /all moneys to the extent of Indian Rs. (in figures) __________ (Indian Rupees(in words)______________________________) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC on the Insurer by serving a written notice shall be conclusive and binding, without any proof, on the Insurer as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or

any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Insurer.

3. The Insurer also agrees that ONGC at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ONGC may have in relation to the Contractor's liabilities.

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

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

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

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

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

9. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) __________________ (Indian Rupees (in words) _________________ only) and our guarantee shall

remain in force until (indicate the date of expiry of Insurance Surety Bond) _________.

10. All Claims of ONGC (beneficiary) against this Insurance Surety Bond, shall be remitted by the ……………………..………….(Insurer's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:
(Concerned Work Center to specify following ONGC's account details of their Work Centre for for encashment of Insurance Surety Bond):

1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
2) Bank Name: State Bank of India
3) Bank Account Number.:…………
4) IFSC Code:…………………

11. Any claim under this Insurance Surety Bond must be received by us on or before________ (Indicate date of expiry of claim period which includes minimum one month period from the the expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of ONGC under this Insurance Surety Bond will cease. However, if such a claim has been received by Insurer on or before the said date, all the rights of ONGC under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

12. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

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

---------------------
(Signature)

Full name, designation and
official address (in legible letters)
with Insurer's stamp.

Dated ……………

Note:

(i) This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to .......………………………… (Insert the address of the tender inviting work centre) only.

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS PERFORMANCE GUARANTEE

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the Contractor. Insurance Surety Bond is not applicable for Foreign Bidders.

4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Performance Security/ Security Deposit in Indian Currency only.

5. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days (for Indian bidders) to the contract completion date, unless otherwise specified in the bidding documents.

6. The expiry of claim period as mentioned in clause 11 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.

7. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.

8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

| | | | | |
|---|---|---|---|---|
| 10 | Insurance Surety Bond No | : | | |
| 11 | Date of execution of Insurance Surety Bond | : | | |
| 12 | Expiry date of Insurance Surety bond | : | | |
| 13 | Expiry date of claim period of Insurance Surety | : | | |
| 14 | Vendor Name / Vendor Code | : | Name | |
| | | | Vendor Code | |
| 15 | Insurance Surety Bond Amount | : | | |
| 16 | Tender No | : | | |
| 17 | Nature of Insurance Surety Bond | : | Earnest Money Deposit | |
| 18 | Insurer Details | | | |
| | | A | Insurer Name | |

| | | | | |
|---|---|---|---|---|
| | | B | Address | |
| | | C | Email  Id | |
| | | D | Phone No | |

**INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

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

2. Foreign parties are requested to execute bank guarantee as par law in their country.

3. Foreign bidders will give guarantee either in the currency of the offer or US $ (US Dollar) i.e. Indian Rs/US $ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.$, indicate the relevant currency of the offer.

4. The expiry date as mentioned in clause 9 should be arrived at by adding 120 days (for foreign bidders) / 90 days (for Indian bidders) to the CONTRACT completion date unless otherwise specified in the bidding documents.

5. The bidders will give Electronic Bank Guarantee(e-BG) / SFMS Bank Guarantee(SFMS BG) from any of the following categories of Banks:

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

OR

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

OR

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

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

| | | |
|---|---|---|
| (i) | PAN | AAACO1598A |
| (ii) | Name | Oil and Natural Gas Corporation Limited |
| (iii) | Date of Incorporation | 23.06.1993 |
| (iv) | Email ID | ebg@ongc.co.in |
| (v) | Contact No. | 7428133002 |
| (vi) | Legal Constitution | Entity |
| (vii) | Registered office address | Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 |
| (viii) | Registered office address Pin code | 110070 |

| | | |
|---|---|---|
| (ix) | Communication address | ONGC, Shared Service Center, 1st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh |
| (x) | Communication Address Pin code | 201309 |

7. For SFMS BG, interalia also refer to Clause 10.0

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

**Appendix – 1A**

**Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Performance Security (For Indian Bidders)**

Ref. No.
Insurance Surety Bond No
Dated__________
To,
Oil & Natural Gas Corporation
_____________________________
_____________________________
India

Dear Sirs,

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

2. We (name of Indian Insurance Company) _____________________________ registered under the laws of _______ having head/registered office at __________________________ and registered with Insurance Regulatory and Development Authority of India(IRDAI) (hereinafter referred to as "the Insurer", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) any /all moneys to the extent of Indian Rs. (in figures) __________ (Indian Rupees(in words)_____________________________) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC on the Insurer by serving a written notice shall be conclusive and binding, without any proof, on the Insurer as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Insurer.

3. The Insurer also agrees that ONGC at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ONGC may have in relation to the Contractor's liabilities.

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

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

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

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

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

9. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _________________ (Indian Rupees (in words) ________________ only) and our guarantee shall remain in force until (indicate the date of expiry of Insurance Surety Bond) _________.

10. All Claims of ONGC (beneficiary) against this Insurance Surety Bond, shall be remitted by the ……………………..…………..(Insurer's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:
(Concerned Work Center to specify following ONGC's account details of their Work Centre for for encashment of Insurance Surety Bond):

1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
2) Bank Name: State Bank of India
3) Bank Account Number.:…………
4) IFSC Code:…………………

11. Any claim under this Insurance Surety Bond must be received by us on or before________ (Indicate date of expiry of claim period which includes minimum one month

period from the the expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of ONGC under this Insurance Surety Bond will cease. However, if such a claim has been received by Insurer on or before the said date, all the rights of ONGC under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

12. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

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

---------------------
(Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated ……………

Note:
(i) This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to .......………………………. (Insert the address of the tender inviting work centre) only.

**INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS PERFORMANCE GUARANTEE**

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the Contractor. Insurance Surety Bond is not applicable for Foreign Bidders.

4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Performance Security/ Security Deposit in Indian Currency only.

5. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days (for Indian bidders) to the contract completion date, unless otherwise specified in the bidding documents.

6. The expiry of claim period as mentioned in clause 11 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.

7. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.

8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

| | | | | |
|---|---|---|---|---|
| 10 | Insurance Surety Bond No | : | | |
| 11 | Date of execution of Insurance Surety Bond | : | | |
| 12 | Expiry date of Insurance Surety bond | : | | |
| 13 | Expiry date of claim period of Insurance Surety | : | | |
| 14 | Vendor Name / Vendor Code | : | Name | |
| | | | Vendor Code | |
| 15 | Insurance Surety Bond Amount | : | | |
| 16 | Tender No | : | | |
| 17 | Nature of Insurance Surety Bond | : | Earnest Money Deposit | |
| 18 | Insurer Details | | | |
| | | A | Insurer Name | |
| | | B | Address | |
| | | C | Email Id | |
| | | D | Phone No | |

**<u>Annexure-IIIA</u>**

**SCOPE OF WORK**

**Internal structural repair/replacement and FRP coating of the internal walls of Hydration Unit (GJ-18-SS-0516)**

The hydration unit is a critical component of hydraulic fracturing operations, consisting of a 200 BBL capacity tank divided into 08 internal compartments designed to facilitate serpentine (zig-zag) flow. The system is used for hydration of saline water (3-5% KCl) mixed with guar gum (linear gel), with fluid pH typically ranging from 5 to 12. The zig-zag flow ensures adequate residence time and proper mixing for effective gel formation. However, due to continuous usage of approximately 180–200 HF jobs annually, the internal structure has deteriorated over time. Corrosion and cracking in the internal compartment walls have led to bypassing of the designed flow path, resulting in inefficient hydration. Additionally, agitator (auger) mechanisms have degraded, with issues such as misalignment and bearing failures further affecting mixing performance.

Accordingly, the proposed work aims at comprehensive restoration of the hydration unit to reinstate its original design flow characteristics, structural integrity, and mixing efficiency.

The scope of work is broadly divided into the following activities:

**1. Dismantling**

- Removal of all internal plates of 08 compartment wall sections.
- Removal of internal damaged/ corroded members.
- Safe dismantling, handling, and storage of reusable items.

**2. Internal Plate Replacement & Structural Strengthening**

- The work shall include removal of existing damaged/corroded internal compartment separation walls and replacement with 3 mm thick MS sheets.
- The new compartment walls shall be fabricated, aligned, and installed in such a manner as to restore the designed serpentine (zig-zag) flow path, wherein fluid flows through interconnected compartments via an alternating overflow (top) and underflow (bottom) arrangement, ensuring proper residence time and elimination of dead zones.
- During installation, due care shall be taken to maintain:
    - Proper compartment geometry
    - Leak-proof joints and weld integrity
    - Smooth and obstruction-free flow transitions between compartments
- Simultaneously, structural strengthening of the internal assembly shall be carried out by providing suitable supports such as C-channels, angles, flats, or stiffeners, wherever required based on site condition and structural assessment.
- The strengthening arrangement shall ensure:
    - Adequate rigidity and resistance to operational loads (fluid load, vibration, mixing forces)
    - Prevention of deformation, buckling, or failure of newly installed plates

  - Long-term structural stability of compartment walls
- It shall be ensured that all structural reinforcements are designed and installed in a manner that:
  - Does not obstruct the intended flow path
  - Does not create dead zones or flow restrictions
  - Does not reduce the effective tank capacity (200 BBL)

3. **Restoration of Agitator / Mixing System**

- Inspection of existing agitators/mixing paddles installed in intermediate compartments.
- Dismantling of non-functional or underperforming agitator assemblies.
- Repair/replacement of the agitator bearings and couplings along with mounting support
- Correction of misalignment, imbalance, or mechanical defects affecting performance.
- Ensuring adequate shear and mixing action for proper polymer hydration.

**4. FRP Coating (Internal Surfaces)**

- All internal surfaces of the hydration tank, including existing walls as well as newly installed compartment plates, shall be thoroughly cleaned and prepared prior to application of FRP lining.
- Surface preparation shall include:
  - Removal of oil, grease, dirt, and contaminants
  - Grinding/buffing as required
  - Abrasive blasting to SA 2.0 to SA 2.5 standard to ensure proper surface profile and adhesion
- Care shall be taken to ensure that no damage occurs to the base metal or tank shell during surface preparation.
- After surface preparation, FRP (Fiber Reinforced Plastic) lining shall be applied uniformly on all internal wetted surfaces including:
  - Existing tank walls
  - Newly installed compartment walls
  - Joints, weld seams, and corners
- The FRP lining shall have a uniform thickness of approximately 3 mm to 4 mm and shall be applied in multiple layers as per standard practice.
- The coating system shall provide:
  - Resistance to fluids in pH range 5–12
  - High resistance to abrasion and chemical attack
  - Long-term corrosion protection
- Proper curing time shall be ensured before any further activity. No mechanical work (e.g., drilling, fitting) shall be carried out before complete curing of the FRP lining.
- After curing:
  - Necessary openings such as inlet/outlet shall be reworked/re-drilled carefully without damaging the coating integrity

    - Internal surfaces shall be cleaned and washed to remove any residual dust or contaminants
- The final coated surface shall be:
    - Smooth and uniform
    - Free from pinholes, cracks, blisters, or delamination
    - Fully bonded to the substrate

Surface preparation and FRP coating shall be carried out in a manner ensuring long-term adhesion, corrosion protection, and operational reliability.

**5. Reassembly, Testing & Commissioning**

- All components, fittings, and accessories removed during execution of work—including internal members, agitators, piping, walkways, gratings, and railings—shall be properly reinstalled and assembled in their original configuration.
- Reassembly shall ensure:
    - Correct alignment and fitment
    - Proper fastening and structural stability
    - Restoration of all functional features of the hydration unit
- Post reassembly, the following testing shall be carried out:
    - Leak testing of all compartments
    - Verification of flow path (zig-zag / serpentine flow) across compartments
    - Functional testing of agitators/mixing system
    - Inspection of coated surfaces for defects

The work shall be considered complete only after successful testing and satisfactory performance verification.

**6. Inspection & Quality Control**

- The work shall be carried out under stage-wise inspection by ONGC personnel, and the contractor shall inform and obtain clearance at each stage before proceeding further.
- The following mandatory inspection stages shall be covered:
    1. Post-dismantling stage – Inspection of exposed structure, assessment of damage and scope confirmation
    2. Raw material inspection stage – Verification of materials such as MS plates, structural members, FRP materials, and consumables
    3. Fabrication/structural stage (pre-coating stage) – Inspection after completion of structural repairs, modifications, welding, and fit-up, prior to application of FRP coating and painting
    4. Final inspection & commissioning stage – After completion of all works including coating, reassembly, and testing
- The contractor shall ensure that no subsequent activity is undertaken without clearance from ONGC at the respective stage.

- Any deviations observed during inspection shall be rectified to the satisfaction of ONGC without additional cost implications.
- Any deficiencies, defects, or shortcomings observed during inspection or execution of the work shall be rectified by the contractor to the satisfaction of ONGC, without any additional cost implications

**7. Timeline**

Total delivery time after placement of Work Order (including refurbishment work as per SOW and Commissioning): 15 Days from date of issue of NOA.

**Annexure-IIIB**

## SPECIAL CONDITION OF CONTRACT

**1. TESTING AND ACCEPTANCE**: All removed components shall be reassembled and tested. Leak test/ structural integrity check shall be ensured. Final acceptance subjected to satisfactory performance.

**2. COMPLETION TIME**: Work shall be completed within 15 days from the Notice of Award.

**3. GUARANTEE/ WARRANTY**: Workmanship and material shall be guaranteed for minimum 12 months.

**4.** Any deficiencies observed during inspection or execution shall be rectified without additional cost.

**5. PAYMENT AND BILLING**:
The contractor shall submit the invoices after successful completion of the work and issuance of service completion certificate. The invoices along with the supporting documents stipulated hereunder shall be submitted in digital form in ONGC's VIMS portal (https://vims.ongc.co.in) or by Email to the specified Email address (ap_invoices@ongc.co.in), along with digital signature.

Prior to submission in VIMS, contractor needs to submit the work details in emb portal (https://emb.ongc.co.in/)

To facilitate processing of the invoices the invoice should include following details:
a) Vendor No.
b) PO/Contract No. (if applicable)
c) Invoice No.(s), date(s) and period of service
d) Invoice value and currency
e) Mobile no. and E-mail ID

The bill shall be supported with necessary documents as stipulated hereunder:
a) Notice of Award
b) Service Completion Certificate duly certified by LM-HF or ONGC personnel authorised by LM-HF

Bills received with carbon copy / duplicate supporting documents shall not be entertained / considered for payment.

All the invoices will be certified by Dealing Officer electronically through VIMS and after certification, same will be forwarded to Pre-Audit, ONGC, for payment.

**Annexure-IV**

**Bid Evaluation Criteria**

| **BEC Provisions** |
|---|
| A. Vital criteria for acceptance of bids:-<br><br>Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.<br>However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected. |
| B. REJECTION CRITERIA<br><br>B.1 Technical rejection criteria<br>The following vital technical conditions should be strictly complied with failing which the bid will be rejected: |
| B.1.1 Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright. |
| B.1.2 Eligibility and experience of the bidder:-<br><br>2.1(a)-I i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum 01 (one) year of experience in providing services related to repair & fabrication of MS plate platforms/structures.<br>(ii) Bidder should have executed at least one contract of repair & fabrication of MS plate platforms/structures in the last five (05) years<br><br>The bidder's experience in ongoing contract involving multiple services (with no interdependence) shall also be considered in meeting the experience under (i) and (ii) above subject to condition that the relevant service has been satisfactorily completed.<br>For meeting the requirement above at (i) & (ii), the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.<br><br>To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts/satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as –<br>(i) Satisfactory completion / performance report (OR)<br>(ii) proof of release of Performance Security after completion of the contract (OR)<br>(iii) proof of settlement / release of final payment against the contract (OR)<br>(iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. |

| |
|---|
| B.2 Commercial rejection criteria<br>The following vital commercial conditions should be strictly complied with failing which the bid will be rejected. |
| B.2.1<br>The bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted through GePNIC-CPPP (https://etenders.gov.in), before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.<br><br>The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered. The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Appendix-III C (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid/BOQ. The Price bid shall contain only the prices duly filled in the online price format of GePNIC-CPPP (https://etenders.gov.in). Bidders shall necessarily use the same excel sheet for price bid. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.<br><br>However, the following documents should be submitted in physical form, in a sealed envelope super-scribed as “Physical documents against e-procurement Tender Reference Number…... Tender ID…... due on ………… To be opened by Tender Opening Officers at 15.30 Hrs, on due date for opening of bid” [Documents should reach to the purchaser’s office on or before 15:00 Hrs. of the closing date specified for submission of bid through GePNIC-CPPP. Wherever any other time for receipt / opening of documents has been specified in the tender document, same should be appropriately indicated/followed in place of 15.00 Hrs / 15.30 Hrs.] :<br><br>(i) (Applicable only in case bid security is submitted in the form of SFMS BG/Unconditional Irrevocable Insurance Surety Bond. Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer Or e-BG).<br><br>The original SFMS BG (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary’s i.e. ONGC’s bank) or Unconditional Irrevocable Insurance Surety Bond towards bid security. |
| B.2.2 Acceptance of terms & conditions :<br>The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I as well as the instructions contained in website https://etenders.gov.in |
| C.1.1 Evaluation of bids:- Bidders are required to quote the rates as per Price Bid format of tender document. Bids shall be evaluated based on the Total in Figures as mentioned in BoQ (Price Bid Format).. The ranking of bidders shall be decided accordingly. |
| C.1.2 If there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of<br>bidders, then the originally evaluated L-1 bidder would be considered for award of contract but subject to matching his prices with the bidder who has emerged<br>lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate. |

D General

D.1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
D.2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer
summary termination of contract / disqualification in case of violation.
D.3 On site inspection will be carried out by ONGC's officers / representative /Third Parties at the discretion of the ONGC.

**Annexure-IV A**

**Bid Matrix**

| **BEC Provisions** | Indicate Confirmed / Not Confirmed/ Not Applicable | Indicate page Reference of offer for each point of un-priced bid |
|---|---|---|
| B. Vital criteria for acceptance of bids:-<br><br>Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.<br>However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected. | ☐Confirmed<br><br>☐Not Confirmed | |
| B. REJECTION CRITERIA<br><br>B.1 Technical rejection criteria<br>The following vital technical conditions should be strictly complied with failing which the bid will be rejected: | ☐Confirmed<br><br>☐Not Confirmed | |
| B.1.1 Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright. | ☐Confirmed<br><br>☐Not Confirmed | |
| B.1.2 Eligibility and experience of the bidder:-<br><br>2.1(a)-I i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum 01 (one) year of experience in providing services related to repair & fabrication of MS plate platforms/structures.<br>(ii) Bidder should have executed at least one contract of repair & fabrication of MS plate platforms/structures in the last five (05) years<br><br>The bidder's experience in ongoing contract involving multiple services (with no<br>interdependence) shall also be considered in meeting the experience under (i) and (ii) above subject to condition that the relevant service has been satisfactorily completed.<br>For meeting the requirement above at (i) & (ii), the period reckoned shall be the period prior to the originally scheduled date of opening of | ☐Confirmed<br><br>☐Not Confirmed | |

| | | |
|---|---|---|
| the techno-commercial bid.<br><br>To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts/satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as –<br>(v) Satisfactory completion / performance report (OR)<br>(vi) proof of release of Performance Security after completion of the contract (OR)<br>(vii) proof of settlement / release of final payment against the contract (OR)<br>(viii) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. | | |
| B.2 Commercial rejection criteria<br>The following vital commercial conditions should be strictly complied with failing which the<br>bid will be rejected. | ☐Confirmed<br><br>☐Not Confirmed | |
| B.2.1<br>The bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted through GePNIC-CPPP (https://etenders.gov.in), before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.<br><br>The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered. The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Appendix-III C (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid/BOQ. The Price bid shall contain only the prices duly filled in the online price format of GePNIC-CPPP (https://etenders.gov.in). Bidders shall necessarily use the same excel sheet for price bid. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.<br><br>However, the following documents should be submitted in physical form, in a sealed envelope super-scribed as "Physical documents against e-procurement Tender Reference Number…... Tender ID…... due on ………… To be opened by Tender Opening Officers at 15.30 Hrs, on due date for opening of bid" [Documents should reach to the purchaser's office on or before 15:00 Hrs. of the closing date specified for submission of bid through GePNIC-CPPP. Wherever any other time for receipt / opening of documents has been specified | ☐Confirmed<br><br>☐Not Confirmed | |

| | | |
|---|---|---|
| in the tender document, same should be appropriately indicated/followed in place of 15.00 Hrs / 15.30 Hrs.] :<br><br>(i) (Applicable only in case bid security is submitted in the form of SFMS BG/Unconditional Irrevocable Insurance Surety Bond. Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer Or e-BG).<br><br>The original SFMS BG (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) or Unconditional Irrevocable Insurance Surety Bond towards bid security. | | |
| B.2.2 Acceptance of terms & conditions :<br>The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I as well as the instructions contained in website https://etenders.gov.in | ☐Confirmed<br><br>☐Not Confirmed | |
| C.1.1 Evaluation of bids:- Bidders are required to quote the rates as per Price Bid format of tender document. Bids shall be evaluated based on the Total in Figures as mentioned in BoQ (Price Bid Format).. The ranking of bidders shall be decided accordingly. | ☐Confirmed<br><br>☐Not Confirmed | |
| C.1.2 If there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the originally evaluated L-1 bidder would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate. | ☐Confirmed<br><br>☐Not Confirmed | |
| D General<br><br>D.1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.<br>D.2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.<br>D.3 On site inspection will be carried out by ONGC's officers / representative /Third Parties at the discretion of the ONGC. | ☐Confirmed<br><br>☐Not Confirmed | |