

EXPRESSION OF INTEREST

FOR

**SELECTION OF BACKEND TECHNOLOGY PARTNER/CONSORTIUM
PARTNER FOR EXECUTION IN TENDER FOR**

**“Maintenance and Painting of BWA Communication towers of
Ahmedabad Asset”**

EOI Ref No. BECIL/GM-1/ONGCAA/TM&P /2023-24

Dated: 04-01-2024

Issued By

(W B Prasad, General Manager)

 <p>बेसिल BECIL</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744</p> <p>Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850, Fax: 0120 4177879</p> <p>Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823, Fax: 01123379885 Web: www.becil.com E-mail: rajender@becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

The information contained in this Request for Proposal document (the “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSI) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities like content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL, has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL, has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

2. INTRODUCTION OF PROJECT/TENDER

ONGC Infocom Ahmedabad Asset (Name of the Client) has awarded a tender to BECIL having NOA no. AMD/AMD-ASSET/SUPPORT/INF/2023/Twrpaint/1115307 Dated: 24.11.2023 for "Maintenance and Painting of BWA Communication towers of Ahmedabad Asset" At 52 location in the state of Gujarat.

3. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

The Intent and important aspects of this Expression of Interest is (EOI) are as follows:-

(a) ONGC has awarded "Maintenance and Painting of BWA Communication towers of Ahmedabad Asset at 52 location in Gujarat to BECIL. The tender was floated by the ONGC Ahmedabad having tender no DI1RC23004 dated 04-05-2023.

(b) The intent of this EOI is to select an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for execution of the above mentioned tender.

(c) In case the EOI submitted by the agency/firm is found lowest against BECIL EOI for the Client **Tender Number: DI1RC23004 dated 04-05-2023**, BECIL will issue a Work Order/Agreement to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

(i) The Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above mentioned Client's tender.

(ii) All terms and conditions of the Client's DI1RC23004 dated 04-05-2023, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

(iii) Performance Bank Guarantee as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client Tender to BECIL, and any subsequent amendments/ corrigendum thereof.

(iv) Deleted

(v) All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.

(vi) The selected bidder, who has partnered with BECIL for a particular tender/project shall not partner with any other bidder for the same tender/project.

Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.

SECTION –II

1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/GM-1/ONGCAA/TM&P /2023-24 dated 04-01-2024
2.	Date & Time of Issue of EOI	Date 05-01-2024 Time 15:00 Hrs
3.	Last date and Time for Submission of bids	Date 10-01-2024 Time 15:00 Hrs
4.	Place of Submission of EOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307,
5.	EOI Processing Fee (Non-refundable)	INR 15000/- + GST (Proof of submission to be submitted in BID)
7.	Security deposit/performance bank guarantee	Amount 10 % of contract /work order value (To be submitted by the successful bidder)
8	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9	Contact details for this EOI	Name : Rajender Singh Designation : Manager Telephone/ Mobile No : 8130190475 Email : rajender@becil.com

- NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com . Bidders are advised to check the website for updates in this regard.

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION



1. EOI NOTICE

- 1.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for execution of the work awarded to BECIL as per ONGC Tender Number: **DI1RC23004 Dated 04-05-2023, floated by ONGC Infocom Ahmedabad Asset. (copy attached)**
- 1.2 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelop, in Tender Box, BECIL BHAWAN C-56/A 17 Sector 62 Noida (UP) 201307 .**
- 1.3 The EOI must be addressed to the given name and address:
To,
Sh. Ved Prakash Gupta
Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307
- 1.4 The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**
- 1.5 The representative of agency will require a specific authorization/ board resolution to submit the EOI.
- 1.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by **Shri Ved Prakash Gupta, Deputy General Manager BECIL**, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.
- 1.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI document is non-refundable.
- 1.8 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

- 1.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete /add any BOQ item. Further any amendment done by client during the execution of work , all the amendment will be applicable. In case of non-acceptance of such amendment, the security deposit submitted will be forfeited by BECIL.
- 1.10 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.
- 1.11 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

2. SUBMISSION OF EOI

- 2.1 EOI, complete in all respects, must be submitted offline.
- 2.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.
- 2.3 As the EOI can be submitted only up to the defined date and time, there can't be any latebids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.
- 2.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.
- 2.5 The EOI must contain:
 - 2.5.1 Company/bidder profile relevant to EOI.
 - 2.5.2 It should also include details of past experience relevant to the "Scope of Work".
 - 2.5.3 Declaration regarding acceptance of Terms and conditions of EOI.
 - 2.5.4 Declaration of not been blacklisted by any of the Government agency.
 - 2.5.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

- 2.6 The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.
- 2.7 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.
- 2.8 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).
- 2.9 Bidders have to take into account any changes/amendments made in the end client's tender/RFP through corrigendum till date of submission of bid in response of EOI.
- 2.10 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

6.12	Checklist of documents/information to be submitted	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 financial years
	(e)	Income Tax Return Acknowledgment for last 3 assessment years
	(f)	Deleted
	(g)	Bid Security Declaration to be submitted by the MSME
	(h)	GST Registration Certificate or valid exemption certificate
	(i)	Copy of PAN Card
	(j)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(k)	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
	(l)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(m)	Bidders Details as per format
	(n)	All the requisite documents in the prescribed formats placed at Annexures to this EOI
	(o)	Pre-Contract Integrity Pact as per Annexure-A (a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" (b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	(p)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(q)	Price Offer to BECIL as per Format of the EOI

3. OPENING OF EOI

- 3.1 The bids submitted against this EOI shall be opened on **Date 10-01-2024 at 15:30 Hrs.** BECIL reserves the right to change the date of opening of bid.
- 3.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

4. GENERAL TERMS & CONDITIONS OF EOI

- 4.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**EOI Processing Fee**", "**Technical Bid**" and "**Financial Bid**". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as
"Response For EOI No. BECIL/GM-1/ONGCAA/TM&P /2023-24 dated 04-01-2024 "
Submitted by: [Firm/Company name]
- 4.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- 4.3 BECIL reserves the right to solicit additional information from bidder/OEM/Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client
- 4.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the ~~the~~ opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.
- 4.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.
- 4.6 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.
- 4.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

4.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

4.9 Intellectual Property Rights:

4.9.1 All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

4.9.2 The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

4.9.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

4.10 The bidder shall submit an undertaking on their letter-head stating that:

“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

4.11 The bidder needs to submit un-priced BOQ along with their technical bid.

4.12 The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

5 SIGNING OF NON-DISCLOSURE AGREEMENT

Bidders interested to participate in a EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to BECIL. Participation without compliance to above shall be invalid and such bids will not be considered by BECIL.

SECTION –IV SCOPE OF WORKS



6 GENERAL TERMS & CONDITIONS OF EOI

- 6.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words “**EOI Processing Fee**”, “**Technical Bid**” and “**Financial Bid**”. All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as

**“Response For EOI No. BECIL/GM-1/ONGCAA/TM&P /2023-24 dated 04-01-2024
Submitted by: [Firm/Company name]”**

- 6.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- 6.3 BECIL reserves the right to solicit additional information from bidder/OEM/Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor’s responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client
- 6.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project’s interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.
- 6.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.
- 6.6 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.
- 6.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL
- 6.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

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6.9.1 All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

6.9.2 The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

6.9.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

6.10 The bidder shall submit an undertaking on their letter-head stating that:

"In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

"We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

6.11 The bidder needs to submit un-priced bid along with their technical bid.

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Bidders interested to participate in a EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to BECIL. Participation without compliance to above shall be invalid and such bids will not be considered by BECIL.

8 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

8.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and it's amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)

Client's Tender Reference No: DI1RC23004 Dated 04-05-2023

SECTION-V



ELIGIBILITY CRITERIA AND EVALUATION

1. ELIGIBILITY CRITERIA OF BIDDERS

1.	<p><u>Company/Bidder's Profile:</u></p> <p>(a) The Bidder shall be Company/bidder incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).</p> <p>(b) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.</p> <p>(c) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.</p> <p>(d) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted.</p>
2.	<p><u>Financial Eligibility:</u></p> <p>(a) The bidder must submit last three financial year balance sheet/financial statement.</p> <p>(b) The bidder should have positive net worth in each of last three audited Financial Years.</p>
3.	<p><u>Technical Eligibility Criteria:</u></p> <p>(i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum 02 years of experience in providing Maintenance, Painting and Safety related works of '30 Meter & more self-supporting 3 or 4 legged Communication Towers'</p> <p>(ii) Bidder should have executed at least 01 or more number of job/contracts of following nature in last 03(Three) years which should indicate in aggregation:</p> <p>a) Maintenance and painting of at least 2 (Two) Nos of 30 Meter & more, self-supporting 3 or 4 legged Communication Towers OR Complete foundation work , tower construction and erection of at least 01(One) self-supporting three or four Legged communication towers with Height of 30 Mts or more.</p> <p>b) & Providing/Maintenance of earthing and lightening arrestor on at least 01(One) 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.</p> <p>c) & Providing/Maintenance of Aviation light on at least 01(One) 30 Meter & more, self- supporting 3 or 4 legged Communication Towers.</p>

	To this effect, Bidder should submit copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts/ <u>satisfactory completion of relevant services</u> , 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. PRELIMINARY EVALUATION

- 2.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.
- 2.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- 2.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.
- 2.4 In case two bids are received from the bidder, both the bids will be rejected.

3. EVALUATION PROCESS

- 3.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/ OEM/ Implementation Agency(s), which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- 3.2 The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.

- 3.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- 3.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.
- 3.5 Evaluation of proposals shall be based on:
- 3.5.1 Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.
 - 3.5.2 Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.
- 3.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.
- 3.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.
- 3.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
- 3.8.1 Made untrue or false representation in the form, statements required in the EOI document.
 - 3.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- 3.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the Eol.

4. FINANCIAL EVALUATION OF THE BIDS

The Bids will be financially evaluated as under:

Financial Bid Evaluation	
	Price and Margin Bid Format: A – BECIL quoted price for complete work as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (with Taxes) B - Margin offered to BECIL as a percentage of A [Minimum - 14%] C - Absolute value of Margin = A*B D - Overall Quoted price by bidder= A-C

- a) During evaluation, bidders with least “**D**” will be considered as **L1** and shall be declared the successful Bidder.
- b) The bid having higher value of “**B**” will be selected in case of two or more bidders have similar value of **D**.
- c) In case of a tie, the bidder who will be ready to offer higher value of “**B**” will be selected. In case the stalemate/ tie persists, Evaluation Committee of BECIL shall ask the bidders to conduct presentation on their proposed solution/understanding of the Project. Evaluation Committee will then select the bidder whose presentation will be the best, without giving any reasons/ justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.
- d) If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price “**A**” and the margin offered to BECIL shall not be less than “**B**”.
- e) The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.
- f) **L1** bidder may be called for further negotiations, if required.
- g) Deleted

SECTION –VI

ENCLOSURES AND ANNEXURES



Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal")

And

..... hereinafter referred to as "**The Bidder/Contractors**"

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts **for**..... The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

8.1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.


10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

ANNEXURE B (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES



यूनियन बैंक ऑफ इंडिया Union Bank of India

१९५९ में स्थापित भारत सरकार की उद्यमिता A Government of India Undertaking

आन्ध्र प्रदेश आन्ध्र प्रदेश Corporation


(A Govt. of India Undertaking)
 MID CORPORATE BRANCH, DELHI SOUTH
 D -26-28, Connaught Place, NEW DELHI -110001
 Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
 Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
viii	Bank Account Number as appearing on the Cheque Book	565101000065461
ix	Bank Account Type	Overdraft
x	If other, Specify	---

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*



Bank Stamp with Authorized Signatory
 Date 20-01-2023

Page 1 of 1

Particulars of The Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To
The General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2020-21			
2	2021-22			
3	2022-23			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

We, M/s. ----- hereby declare that the firm/company namely M/s. -----
-----, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government
or State Government or any organization under Central/ State Government or any Statutory Authority, or any
Public- Sector Undertaking.

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.
M/s, its directors and officers have not been convicted of any criminal offence related to their
professional conduct or the making of false statement or misrepresentations as to their qualifications to enter
into procurement contract within a period of three years preceding the commencement of the procurement
process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017 (herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **“Tax Invoice”** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of " _____", as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project**" of " _____" (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, (Name of Bidder)_____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____ .

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)

UN PRICED / PRICED BID FORMAT

Name of work: Maintenance and Painting of BWA Communication towers of Ahmedabad Asset

EOI No. **BECIL/GM-1/ONGCAA/TM&P /2023-24 dated 04-01-2024**

I/We hereby agree to carry out the work as per item rate quote given in the Price Bid format.

UNPRICE BID FORMAT FOR THE WORK IS ATTACHED. ITEM RATES FOR EACH ITEM S ARE TO BE FILLED BY THE BIDDER IN THE PRICE BID FORMAT ONLY, AS PER THE INSTRUCTIONS GIVEN IN THE PRICE BID FORMAT. PRICE BID IS ATTACHED IN THE MS EXCEL SHEET.

UN-PRICE BID FORMAT/ SCHEDULE OF RATES

NAME OF WORK: Maintenance and Painting of BWA Communication towers of Ahmedabad Asset

EOI No :

Bidder's Name:

Currency of Quote:

Sr. No.	Item Description	Basic Price per Unit (Rs)	Total Number of Towers	HSN / SAC No.	GST in % (per unit)	Total Price per Unit (incl. GST)	Total Price (With GST)
		a	b	c	d	e	f
1	Supply of Paint, Nut bolts. Painting, nut bolt tightening and damage repairs.						
	13 Meter Tower		1			0	0
	20 Meter Tower		15			0	0
	30 Meter Tower		32			0	0
	45 Meter Tower		2			0	0
	50 Meter Tower		0			0	0
	80 Meter Tower		1			0	0
	100 Meter Tower		1			0	0
2	Supply, Installation and Commissioning of Earthing and Lightening Arrestor System						
	13 Meter Tower		1			0	0
	20 Meter Tower		16			0	0
	30 Meter Tower		33			0	0
	45 Meter Tower		3			0	0
	50 Meter Tower		0			0	0
	80 Meter Tower		0			0	0
	100 Meter Tower		0			0	0
3	Supply, Installation and Commissioning of Aviation Light System						
	13 Meter Tower		0			0	0
	20 Meter Tower		0			0	0
	30 Meter Tower (Without Flasher)		33			0	0
	45 Meter Tower (With Flasher)		4			0	0

	50 Meter Tower (With Flasher)		1			0	0	
	80 Meter Tower (With Flasher)		1			0	0	
	100 Meter Tower (With Flasher)		1			0	0	
			Total Price quoted by BECIL = A					
			BECIL margin offered to BECIL in % = B					
			Absolute value of Margin offered to BECIL = C = (A*B)					
			Overall quoted price by Bidder=D =(A-C)					

Note

i) The bidder should quote unit rates and applicable GST (in the yellow cells only) for completion of services as per scope of work. The rate of GST should be quoted in GST column d and HSN no. in column c

ii) The bids shall be evaluated on total value of job as per the calculated value in green cell.

iii) Total price inclusive of all taxes and duties shall be taken for the purpose of evaluation. In case the applicability of GST and other taxes / duties is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of the same.

iv) The quantities indicated above are tentative. Payment shall be made at actual work done. No payment other than the rates indicated above are payable against the contract. The bidder should include all associated charges in the quoted prices.

v) For compliance of GST, you are requested to submit an undertaking to the effect that while working out the rates, provision of anti profiteering Law have been adhered to and benefits have been passed on to the BECIL.

vi) Payment of applicable GST would be made on submission of the Tax Invoice. However, documentary proof of payment of Government Levies must be submitted before raising the next Bill/Invoice.

vii) Bidder must quote basic unit rate inclusive of all taxes, duties, P&F, Freight, insurance, Services Charge, all Govt levies, etc applicable as on date of submission of price bid excluding GST.

viii) Bidder has to quote price bid for all the items. Incomplete price bid will be rejected outrightly.

SIGNATURE OF THE BIDDER
SEAL OF THE COMPANY

PRICE BID FORMAT/ SCHEDULE OF RATES							
NAME OF WORK: Maintenance and Painting of BWA Communication towers of Ahmedabad Asset							
EOI No.:		BECIL/GM-1/ONGCAA/TM&P/2023-24 DATED 04-01-2024					
Bidder's Name:							
Currency of Quote:		INR					
Sr. No.	Item Description	Basic Price per Unit (Rs)	Total Number of Towers	HSN / SAC No.	GST in % (per unit)	Total Price per Unit (incl. GST)	Total Price (With GST)
		a	b	c	d	e	f
1	Supply of Paint, Nut bolts. Painting, nut bolt tightening and damage repairs.						
	13 Meter Tower	₹ 52,000.00	1		18	₹ 61,360.00	₹ 61,360.00
	20 Meter Tower	₹ 2,00,000.00	15		18	₹ 2,36,000.00	₹ 35,40,000.00
	30 Meter Tower	₹ 1,33,000.00	32		18	₹ 1,56,940.00	₹ 50,22,080.00
	45 Meter Tower	₹ 1,16,540.00	2		18	₹ 1,37,517.20	₹ 2,75,034.40
	50 Meter Tower	₹ 0.00	0		18	₹ 0.00	₹ 0.00
	80 Meter Tower	₹ 1,01,500.00	1		18	₹ 1,19,770.00	₹ 1,19,770.00
	100 Meter Tower	₹ 1,32,580.00	1		18	₹ 1,56,444.40	₹ 1,56,444.40
2	Supply, Installation and Commissioning of Earthing and Lightening Arrestor System						
	13 Meter Tower	₹ 65,250.00	1		18	₹ 76,995.00	₹ 76,995.00
	20 Meter Tower	₹ 69,500.00	16		18	₹ 82,010.00	₹ 13,12,160.00
	30 Meter Tower	₹ 73,750.00	33		18	₹ 87,025.00	₹ 28,71,825.00
	45 Meter Tower	₹ 84,000.00	3		18	₹ 99,120.00	₹ 2,97,360.00
	50 Meter Tower	₹ 0.00	0		18	₹ 0.00	₹ 0.00

	80 Meter Tower	₹ 0.00	0		18	₹ 0.00	₹ 0.00
	100 Meter Tower	₹ 0.00	0		18	₹ 0.00	₹ 0.00
3	Supply, Installation and Commissioning of Aviation Light System						
	13 Meter Tower	₹ 0.00	0		18	₹ 0.00	₹ 0.00
	20 Meter Tower	₹ 0.00	0		18	₹ 0.00	₹ 0.00
	30 Meter Tower (Without Flasher)	₹ 11,050.00	33		18	₹ 13,039.00	₹ 4,30,287.00
	45 Meter Tower (With Flasher)	₹ 60,500.00	4		18	₹ 71,390.00	₹ 2,85,560.00
	50 Meter Tower (With Flasher)	₹ 61,300.00	1		18	₹ 72,334.00	₹ 72,334.00
	80 Meter Tower (With Flasher)	₹ 65,300.00	1		18	₹ 77,054.00	₹ 77,054.00
	100 Meter Tower (With Flasher)	₹ 67,300.00	1		18	₹ 79,414.00	₹ 79,414.00
						Total Price	₹ 1,46,77,677.80
						Total Price quoted by BECIL = A	₹ 1,46,77,677.80
						Margin offered to BECIL in % = B	0.00%
						Absolute value of Margin offered to BECIL = C = (A*B)	₹ 0.00
						Overall quoted price by Bidder=D =(A-C)	₹ 1,46,77,677.80

Note

i) The bidder should quote unit rates and applicable GST (in the yellow cells only) for completion of services as per scope of work. The rate of GST should be quoted in GST column d and HSN no. in column c

ii) The bids shall be evaluated on total value of job as per the calculated value in green cell.

iii) Total price inclusive of all taxes and duties shall be taken for the purpose of evaluation. In case the applicability of GST and other taxes / duties is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of the same.

iv) The quantities indicated above are tentative. Payment shall be made at actual work done. No payment other than the rates indicated above are payable against the contract. The bidder should include all associated charges in the quoted prices.

v) For compliance of GST, you are requested to submit an undertaking to the effect that while working out the rates, provision of anti profiteering Law have been adhered to and benefits have been passed on to the BECIL.

- vi) Payment of applicable GST would be made on submission of the Tax Invoice. However, documentary proof of payment of Government Levies must be submitted before raising the next Bill/Invoice.
- vii) Bidder must quote basic unit rate inclusive of all taxes, duties, P&F, Freight, insurance, Services Charge, all Govt levies, etc applicable as on date of submission of price bid excluding GST.**
- viii) Bidder has to quote price bid for all the items. Incomplete price bid will be rejected outrightly.**

SIGNATURE OF THE BIDDER
SEAL OF THE COMPANY



TENDER DOCUMENT

Techno Commercial Bid

Tender No: DI1RC23004

TENDER FOR

**Maintenance and Painting of BWA Communication towers of Ahmedabad
Asset**

**Infocom Services, Ahmedabad Asset
OIL AND NATURAL GAS CORPORATION LTD.
CHANDKHEDA, AHMEDABAD - 380005
Tel No. 079-23266819**

INDEX

**Name of work: Maintenance and Painting of BWA Communication towers of
Ahmedabad Asset.**

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ऑयल एंड नेचुरल गैस कॉरपोरेशन लिमिटेड
Oil and Natural Gas Corporation Limited
सूचना संचार सेवाएँ, अहमदाबाद परिसम्पत्ति, अहमदाबाद
Infocom Services, Ahmedabad Asset, Ahmedabad – 380005, India
☎ 079 23266819, 23266308

Notice Inviting Tender

Infocom Services, Ahmedabad Asset, ONGC, Chandkheda, Ahmedabad invites e-bids under two bid system through ONGC's **e-procurement portal** as per details given below:-

The details of the Tender are given below:

Tender No.	DI1RC23004
Name of work	Maintenance and Painting of BWA Communication towers of Ahmedabad Asset
Estimated cost	Rs. 1,69,92,844/-
Type of bidding	Under two bid system
Experience criteria	As mentioned in "Bid Evaluation Criteria" of this tender document
EMD / Bid Bond	Rs.3,40,000/-
Tender fee (non-refundable)	Nil
Time limit of completion of work	Timelines shall be governed by the SOW/contract.
Start date & time of participation in website https://etender.ongc.co.in/irj/portal	04.05.2023 at 10:00 hrs.
Last Date and time of receipt of bids in e-tender website.	25.05.2023 at 14:00 hrs.
Date and time of closing for submission of physical documents	25.05.2023 at 14:00 hrs.
Date and time of techno commercial bid & physical document opening.	25.05.2023 at 15:00 hrs.
Submission of tender	<p>Bid should be submitted in two-bid system in e-form through ONGC's e-bidding engine along with all appendices and copies of documents (including scanned copies of the documents required in original) which should invariably be submitted in the 'document area in C-folder' through ONGC's e-bidding portal, 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 Techno-Commercial bid shall contain all details without indicating prices of the items.</p> <p>The duly completed bid with no system error message can be 'submitted' in e-procurement portal any time before the submission deadline. The bidder shall also be permitted to make changes in his bid and re-submit the same in e-procurement portal till the submission</p>

	<p>dead line. The final submitted version of bid only shall be considered by ONGC.</p> <p>Physical Documents to be submitted to:</p> <p>Office of CGM (E&T), Head Infocom, Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda , Ahmedabad – 380005</p> <p>NOTE:</p> <p>For other details of this tender including corrigendum if any, please logon to ONGC website “tenders.ongc.co.in” and “etender.ongc.co.in” (for e-bid). In case of exigencies ONGC at its option may decide to extend tender sale/Techno-commercial bid closing /opening date / time in future which will be posted on the above referred website for information, Bidders should regularly visit ONGC tender website for the latest information in this regard.</p> <p>New vendors should ensure to approach ONGC for issue of vendor code number along with the required documents minimum 5 working days prior to bid closing date.</p>
Date and time of opening of price bid	Will be intimated separately to the technically qualified bidders.
Bid validity	90 days from the date of techno-commercial bid opening.
Security deposit/performance bank guarantee	Amount 10 % of contract value as per details given in the Tender document (To be submitted by the successful bidder)
Place of opening of tender	Office of CGM (E&T), Head –Infocom , Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda, Ahmedabad – 380005
Contact officer for Tender	Mr. Rishi Raj Vyas, DGM (E&T), Infocom Services, Ahmedabad Asset , M. No. 9435715444 Mr. Rajesh Chicholikar,GM(E&T) - I/c OT&FC, Infocom Services, Ahmedabad Asset, M . No 9428331288
Competent Purchase Authority (CPA)	Mr. Priyankar Nainwal, CGM (E&T), Infocom Services, Ahmedabad Asset ,ONGC, Chandkheda, Ahmedabad

Note: For other details of this tender including corrigendum if any, please logon to ONGC website www.tenders.ongc.co.in and <https://etender.ongc.co.in>.

(Rishi Raj Vyas)
DGM (E&T)
Infocom Services



ऑयल एंड नेचुरल गैस कॉरपोरेशन लिमिटेड
Oil and Natural Gas Corporation Limited
सूचना संचार सेवाएँ, अहमदाबाद परिसम्पत्ति, अहमदाबाद
Infocom Services, Ahmedabad Asset, Ahmedabad - 380005, India
Tel 079 23266819, 23266308

INVITATION FOR E-BIDS UNDER TWO BID SYSTEM

Dear Sirs,

- 1) Infocom Services, Ahmedabad Asset, ONGC, Chandkheda, Ahmedabad invites bids under Local Competitive bidding (LCB), two bid system through **e-procurement** in the prescribed tender from the prospective bidders for the work "Maintenance and Painting of BWA Communication towers of Ahmedabad Asset". The bidding documents/ Contract conditions are available at different Parts. The prescribed Bid Forms for submission of bids are available in the tender document folder. **The general details of tender can be viewed in the 'Technical Rfx' in Bid invitation screen (<http://etender.ongc.co.in>).**

The details of the tender are given below:

Tender Number	DI1RC23004
Description	As per scope of work at Annexure-III
Last Date for uploading of Pre-bid queries in C-folder Bidders correspondence area in the SRM System.	Not applicable
Date/Time of Pre-bid conference	Not applicable
Venue of Pre-bid conference	Not applicable
Start date & time of participation in website https://etender.ongc.co.in/irj/portal	04.05.2023 at 12:00 hrs.
Date and time of tender closing	25.05.2023 at 14:00 hrs.
Last Date & Time of receipt of Physical Documents.	25.05.2023 at 14:00 hrs.
Date & Time of opening of Techno-commercial Bids.	25.05.2023 at 15:00 hrs.
Bid Validity	90 days from the date of technical bid opening.
EMD / Bid Bond	Rs.3,40,000/-
Security Deposit / Performance Bank Guarantee	Amount 10 % of contract value as per details given in the Tender document (To be submitted by the successful bidder)
Validity of PBG	60 days beyond <u>Contract period</u>
Time Period for Submission of PBG/ Security Deposit	Within 15 days from the date of issue of NOA/LOA/WO.

Address for Correspondence	Office of CGM (E&T),Head Infocom , Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda, Ahmedabad - 380005
Contact Person(s)	Mr. Rishi Raj Vyas , DGM (E&T),Infocom Services, Ahmedabad Asset M. No. 9435715444

- 1) The tender will be governed by following
 - a) **Invitation to Bid**
 - b) **Annexure-I : Instruction to Bidders [ITB]**
 - c) **Annexure-II : General Contract Condition [GCC]**
 - d) **Annexure-III : Special terms & conditions, Scope of Work & Tech Specifications**
 - e) **Annexure-IV : Bid Evaluation Criteria & Bid Evaluation Matrix**
 - f) **Annexure-V : Price Format**
 - g) **Annexure-V(A) : Bidder's Response Sheet to Price Format**
- 2) This is an e-Tender. Complete bid document is available at ONGC e-procurement website at <https://etender.ongc.co.in>. The brief details of this tender can also be seen from ONGC tender website at <https://tenders.ongc.co.in>. Two bid systems shall be followed for this tender. **Bid Evaluation Criteria at Annexure-IV** of the Bidding Document shall be basis for evaluation of tenders. Bidder should take due care to submit tender in accordance with requirements in etender.ongc.co.in.
- 3) Bidders are also requested to note that one agent cannot represent two bidders.
- 4) **The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.**
- 5) Physical documents as mentioned in ITB Clause 19.0 should necessarily be submitted in a sealed envelope superscripted as "Physical documents against e-procurement Tender Number **DI1RC22004** due on **25.05.2023 at 14:00 hrs. To be opened by Tender Opening Officers at 15:00 Hrs, on due date for opening of bid**" [Documents should reach to the purchaser's office on or before 14:00 Hrs. of the closing date specified for submission of bid through e-bidding portal. Physical documents, other than clause **19.0 of ITB**, shall not be given any cognizance.
- 6) The bids along with all appendices and copies of scan documents should invariably be submitted through ONGC's e-bidding portal only.
- 7) **Place of submission of tender / original Documents:**
As this being an e-tender, tender is to be submitted in the ONGC's e- procurement system (<https://etender.ongc.co.in>). Physical document as referred above in Para 5, are to be submitted in the Tender Box at

**Office of CGM (E&T), Head Infocom
Infocom Services Building, Ahmedabad Asset ONGC,
Chandkheda, Ahmedabad - 380005**

**(Rishi Raj Vyas)
DGM (E&T)
Infocom Services**

ANNEXURE-I

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. Eligibility and experience of the bidder:-

1.1 1.1 Eligibility and experience of the bidder as per Bid Evaluation Criteria (BEC) mentioned at **Annexure – IV** of this tender.

2.0 Tender Fee - Nil

3.0 **TRANSFER OF BIDDING DOCUMENT:**The Bidding document is not transferable.

4. COST OF BIDDING

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

B: THE BIDDING DOCUMENT

5.0 CONTENT OF BIDDING DOCUMENTS

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

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

Appendix 1 : Bidding Document Acknowledgement proforma

Appendix 2 : Bid submission proforma

Appendix 3 : Bid submission Agreement proforma.

Appendix 4 : Bid Bond Bank Guarantee proforma

Appendix 4A : Proforma for irrevocable Letter of Credit

Appendix 5 : Checklist

Appendix 6 : Proforma for Bidders past services(similar)

Appendix 7 : Proforma of Authorisation Letter for attending Tender Opening

Appendix 8 : Proforma of Certificate on Relatives of Directors

Appendix 9 : ~~List of Foreign banks acceptable to ONGC for issuance of Bank Guarantees.Deleted~~

Appendix 10 : Proforma for proposed changes/modifications.

Appendix 11 : Form No. 10F

Appendix 12A : Certificate of compliance with the provisions with regard to & 12B "Guidelines for Eligibility of 'Bidders from a Country sharing a land border with India'

ANNEXURE II : **General Conditions of Contract (GCC)** with following appendices.

Appendix 1 : Proforma of Performance Bond Bank Guarantee.

Appendix 2 : Proforma of Contract Agreement.
Appendix 3 : Declaration by OEC member.

ANNEXURE III : Scope of work, Technical Specifications and Special conditions of Contract, Bidders Response Sheet with following appendices

Appendix 1 : Undertaking

Appendix 2 : Declaration for Banning of Business

ANNEXURE IV : Bid Evaluation Criteria and Bid Matrix

Appendix 1 : Proforma for Bidders past services (similar)

Appendix 2 : Declaration for acceptance of terms and conditions

Appendix 3 : Undertaking for genuineness of submitted documents

Appendix 4 : GST Undertaking

ANNEXURE- V : Price Bid Format (Separately attached in the e-tender portal under 'Notes and price bid attachments' tab)

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

5.3 The following terminology appearing on the SRM portal shall have the meaning as explained below:

(i) RFx : Bid Invitation

(ii) RFx Response : Bid

(iii) Tech RFx : Techno-Commercial Bidding documents provided by ONGC

(iv) Tech RFx response : Un-priced techno- commercial bid.

6. **PRE-BID CONFERENCE (Not applicable)**

6.1 Deleted

6.2 Deleted

6.3 Deleted

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

6.5 **Post bid conference:**

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

For holding Post Bid conference following process shall be followed:

ONGC/MM/02/(8)

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

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

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

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

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

C. PREPARATION OF BIDS

7.0 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 available under "Notes and price bid attachments" tab of ONGC's e-bidding portal.** Any documents sought to be attached with price bid shall also be attached at appropriate place.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Appendices 1,2,3,5,6,7,8,10,11 of Annexure-I and BRS of Annexure-V(A). 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. 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 authorized 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 Performa 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 Performa 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 signed.** Power of attorney for the signatory, issued by the bidding company should be uploaded in the ONGC e-tender portal along with other documents as per tender conditions of the tender document.

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 copy of power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed with un-priced bid folder. ONGC may reject outright any bid not supported by adequate proof of the signatory's authority

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

7.12 Deleted-

7.13 Deleted-

7.14 Joint venture bids:

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

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

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

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 finalize 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 wherever applicable, duly completed:

- a) Online price bid format
- b) Techno-commercial (un-price bid) bid document
Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the ONGC's satisfaction:
 - (i) that the Bidder has the financial capability necessary ***as per clause ___ of BEC*** to perform the Contract. (Not Applicable)
 - (ii) that the Bidder meets ***all*** the criteria prescribed in the **Bid Evaluation Criteria (Annexure-IV) and**

(Bidder to submit Bid Matrix for Technical & Commercial Evaluation in the un-priced techno-commercial bid).

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

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 (EMD)
- e) Deleted
- f) Integrity Pact(IP)

Scanned copy of Integrity Pact duly signed on all the pages by the same signatory who is duly authorized to sign the bid digitally shall be uploaded with techno-commercial bid.

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

- h) Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyam Registration or any other body specified by Ministry of MSME or Udyog Aadhar Memorandum

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

- 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) If bidder is a Start-up (Definition of “Startup” shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt of India) and willing to avail the relaxations as stipulated in tender document, then they should submit the following documents:
- (i) Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner.
- (ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor

10.0 PRICE SCHEDULE

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

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

(i) 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.

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

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

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

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

11.1 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 / NEFT Code (11 digit code) / MICR Code, as applicable, along with a cancelled cheque leaf.....
6. Permanent Account No. (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 payment
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, along with valid documentary evidence.

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

13.0 CONCESSIONAL RATE OF CUSTOMS DUTY and GST: Not applicable

14.0 VAGUE AND INDEFINITE EXPRESSIONS

ONGC/MM/02/(16)

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): Not applicable**

16.0 **PERIOD OF VALIDITY OF BIDS**

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

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

17.0 **BID SECURITY**

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

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

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

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

17.3 Bidders not covered under Para 17.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. However, the bidder paying bid security via NEFT/RTGS/Electronic fund transfer shall be required to submit/upload (in case of e-tenders) the proof of successful payment of bid security and details of payment thereof with the offer (with techno-commercial bid in case of two bid system). The amount for bid security has been indicated in the "Invitation For Bid" (to be supplied separately with each tender). The Bid Security shall be denominated in Indian Rupees by Indian bidders and in US Dollars by the foreign bidders.

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

- i) Bank Draft/ Cashier's/Banker's Cheque in favour of ONGC valid for 3 months from its date of issue.
- ii) Bank Guarantee in the prescribed format as per Appendix 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.

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

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

OR

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

OR

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

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

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

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch : IRS, Chandkheda, ONGC, Ahmedabad
Branch Code : 05743
Bank Account No. : 10257776699
IFSC Code : SBIN0005743
SWIFT Code : SBININBB209

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

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of ONGC on or before due date and time

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

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

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

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

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

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to ONGC during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. ONGC shall be entitled to demand and recover from bidder Liquidated damages amount thereon, by forfeiting the EMD/ Bid security (Bid Bond) as per section 4 of Integrity Pact.
- e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/ certificates/ information towards fulfilment of any of the tender/contract conditions.

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

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

17.9 SUBMITTING COPIES OF DOCUMENTS THROUGH e-BIDDING ENGINE AND SUBMISSION OF ORIGINAL DOCUMENTS.

In accordance with the conditions at para 19 below, the bid along with all appendices and copies of documents (except copies of the documents required in physical form) should be submitted through ONGC's e-bidding engine, before the scheduled date and

time for the tender closing. Such documents submitted through e-bidding portal should be as per requirements of the tender, valid and legally operative as on the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid System). However, documents required in physical form should be submitted to the purchaser's office (as indicated in "Invitation to Bid") on or before the closing date and time specified for submission of bid through e-bidding portal.

Bidder should ensure to submit original documents in accordance with the bidding document.

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

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

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

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

18.0 Offers not submitted through ONGC's e-procurement engine 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 in the 'document area in C-folder' through ONGC's e-bidding portal, 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.

Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. 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- V(A) (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid. The Price bid shall contain only the prices dully duly filled in the on-line price format (Price Format in excel sheet under "Notes and Price bid attachments" tab) of ONGC's e-procurement engine. 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 Number DI1RC23004 due on 25.05.2023. To be opened by Tender Opening Officers at 1500 Hrs, on due date for opening of bid" [Documents should reach to the purchaser's office on or before 1400 Hrs. of the closing date specified for submission of bid through e-bidding portal. 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 1500 Hrs / 1400 Hrs.] :

(i) The original bid security (Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer to designated account of ONGC.

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 1400 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.

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 1500 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.

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 alongwith 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 writing and no change in the price of substance of the bid shall be sought or permitted.

25.0 UNSOLICITED POST TENDER MODIFICATIONS:

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

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: Not applicable

29.0 PURCHASE PREFERENCE POLICY(IES):

29.1 PURCHASE PREFERENCE POLICY (MSE): Deleted as Not applicable for instant case.

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

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

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

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

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

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

29.3 Allowing Preference to eligible MSE bidder(s) over Class-I Local Supplier(s): Deleted as Not applicable in instant case.

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 mobilize and deploy the required manpower and the complete equipment so as to complete the job at the specified sites within a maximum of **20 weeks** from the date of Fax order / LOA / NOA .

35.0 SIGNING OF CONTRACT

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

36.0 PERFORMANCE SECURITY

36.1 Within 15 (fifteen) days from the date of issue of LOA/NOA by ONGC, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided in 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.**

37.1 ONGC's address is Office of CGM (E&T), Head Infocom, Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda, Ahmedabad – 380005

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 **[including seeking the reasons for rejection of their bid(s)]** directly only to the Competent Purchase Authority (CPA) CGM (E&T), Head Infocom, Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda, Ahmedabad – 380005.

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

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

(Circular No.14 dated 15.04.2015)

Note:

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

Circular No. 15/2023 dated 27.02.2023

- iii The name and e-mail IDs of the IEMs appointed in ONGC are as under:
 1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)
 2. Vice Admiral Arun Kumar Bahl (Retd.) (arunbahl@gmail.com)

39.0 UNSOLICITED COMMUNICATIONS:

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

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

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

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

40. Submission of forged documents:

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

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

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 fraud as soon as it comes to their notice.

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:

Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on Buyers (i.e. ONGC's) credit rating by discounting MSMEs trade receivables through an auction mechanism where multiple financiers can participate and bid, ONGC has registered itself on TReDS platform with M/s RXIL, M/s MYND Solution and M/s A TReDS Ltd. (Invoice Mart). Now MSE vendors can avail this

benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided ONGC is also participating in such TReDS Platform as a Buyer. Such exchanges with participation of ONGC will be notified from time to time. Currently the exchanges are M/s RXIL, M/s MYND Solution and M/s A TREDIS Ltd. (Invoice Mart).

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

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

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

Note:

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

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

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

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

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

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

2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

- 3) "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity *whose beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The *beneficial owner* for the purpose of (3) above will be as under:
- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent** of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under **(i)** or (ii) or **(iii)** above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6) **CERTIFICATE REGARDING COMPLIANCE: (to be submitted as per Appendix 12 A & Appendix 12 B of Annexure I for a) and b) below :**

a) Bidders shall submit following certificate:

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

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

b) [To be inserted in tenders for Service Contracts/Works Contracts including Turnkey contracts-] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

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

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

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

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

The above certificate shall form part of PO/contract.

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

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

45. New vendor development through development order process (Not Applicable for Instant Case):

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

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

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

Note:

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

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:.....

To
Office of CGM (E&T) Head Infocom
Infocom Services Building,
Ahmedabad Asset ONGC,
Chandkheda, Ahmedabad – 380005

Dear Sirs,

We hereby acknowledge downloading from complete set of e-Bidding documents pertaining to providing of “Maintenance and Painting of BWA Communication towers of Ahmedabad Asset” services against tender no. DI1RC23004

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

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

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

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

TELEX NO:

FAX NO:

TELEPHONE NO ;

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

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

Appendix-2

Tender No.....

Contractor's Telegraphic Address :

To,
Office of CGM (E&T) Head Infocom
Infocom Services Building,
Ahmedabad Asset ONGC,
Chandkheda, Ahmedabad – 380005

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 scope of work and my/our offer is to execute the work 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:

AGREEMENT

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

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

Yours faithfully

Yours faithfully

(BIDDER)

(ONGC)

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

Proforma of Bank Guarantee towards Bid Security

BID BOND

Ref. No.....

Bank Guarantee No.....

Dated

To,
Oil & Natural Gas Corporation Ltd.
Ahmedabad Asset,
Ahmedabad-380005

Dear Sirs,

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

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

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

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

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

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

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

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

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch : IRS, Chandkheda, ONGC, Ahmedabad
Branch Code : 05743
Bank Account No. : 10257776699
IFSC Code : SBIN0005743
SWIFT Code : SBININBB209

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

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

WITNESS NO. 1

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

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

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

Dated

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Office of GM (E&T), Group Head-IT, Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda, Ahmedabad – 380005, only
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer
- (iii) The full address along with the Telex/Fax No. of the issuing Bank to be mentioned.

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

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

2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.

3. Please indicate the currency in which Bank Guarantee is being given, either Indian Rupees or US Dollars(USD).

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

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

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

OR

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

OR

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

**Proforma for Irrevocable Letter of Credit
(Deleted as Not Applicable)**

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 Draft/Bank Guarantee/Banker's cheque/ cashier's cheque/ 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 Draft/Bank Guarantee/Letter of Credit.
(The validity of Bank Draft / Cashier's/Banker's cheque (as applicable) should not be less than 3 months)

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

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

UTR/Transaction No.:

Date & Time of Transaction:

Amount:

Payer's Account No.:

Payer's Account Name:

Payer's Bank Name & address:

Payer's Bank IFSC Code:

Signature of the Bidder

Payer's Bank SWIFT Code:

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

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

Yes No

4. Has the bidder's past experience proforma (Appendix-1 of Annexure- IV BEC) 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 rates have been quoted exactly as per the price bid format?

Yes No Not applicable

8. 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

9. 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

10. 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

Signature of the Bidder

11. 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

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

Yes No

13. 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

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

Yes No Not applicable

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

Yes No

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

Yes No

17. 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
(Circular No. 37/2017 dated 24.08.2017)

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

Yes No

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

Yes No Not applicable

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 - 7

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date _____

To,

Office of CGM (E&T), Head Infocom,
Infocom Services Building,
Ahmedabad Asset ONGC,
Chandkheda, Ahmedabad – 380005

Subject : **Tender No. DI1RC23004 due on XX.XX.XXXX**

Sir,

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

Yours faithfully

Signature of Bidder

Name of Bidder

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

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

This has reference to our proposed contract regarding '**Supply and erection of 30Mtrs Towers at Ramol QPS and Limbodra QPS of ONGC, Ahmedabad Asset**' to be entered into with Oil and Natural Gas Corporation Ltd. (ONGC).

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

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

Authorised Signatory of
The Contracting Party

Place...

Date...

Appendix - 9

List of acceptable foreign banks for acceptance of Bank Guarantee

(Circular No. 23/2013 dated 09.09.2013)

-- Deleted --

Appendix - 10

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

Appendix- 11

FORM NO. 10F

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

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

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

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

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

Signature.....

Name.....

Address.....

Permanent Account No.....

Verification

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

Verified today theday of.....

.....
Signature of the person providing the information

Place.....

Notes:

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

(Applicable for bidder who is “not from such a country”)

(To be submitted on Company’s letter head)

To
CGM (E&T) – HEAD Infocom, ONGC, AHMEDABAD
INFOCOM SERVICES, ONGC CHANDKHEDA CAMPUS
AHMEDABAD –380005

Subject: Certificate of compliance with the provisions with regard to “Guidelines for Eligibility of ‘Bidders from a Country sharing a land border with India’ ” as detailed at Clause 44 of Annexure-I (“Instructions to Bidders”) of the tender document:

Tender No. _____

(a) We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We certify that bidder M/s. _____ (name of the bidder) is not from such a country.

We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.

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

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

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

Place : _____ Signature : _____
Date : _____ Name : _____
: _____ Seal of the bidder

APPENDIX - 12 B

(Applicable for bidder who is “from such a country” and has been registered with the Competent Authority)

(To be submitted on Company’s letter head)

To
CGM (E&T) – HEAD Infocom, ONGC, AHMEDABAD
INFOCOM SERVICES, ONGC CHANDKHEDA CAMPUS
AHMEDABAD –380005

Subject: Certificate of compliance with the provisions with regard to “Guidelines for Eligibility of ‘Bidders from a Country sharing a land border with India’ ” as detailed at Clause 44 of Annexure-I (“Instructions to Bidders”) of the tender document:

Tender No. _____

(a) We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We certify that bidder M/s. _____ (name of the bidder) is from such a country and has been registered with the Competent Authority[#].

We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.

[# Bidder must submit evidence of valid registration by Competent Authority.]

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

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

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

Place : _____ Signature : _____
Date : _____ Name : _____
Seal of the bidder : _____

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between OIL & NATURAL GAS CORPORATION LIMITED, a CORPORATION registered under the Companies Act 1956, having its registered office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson 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:

(Circular 55 / 2003)

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

1.7 SUB-CONTRACTOR:

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

1.8 CONTRACTOR'S REPRESENTATIVE

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

1.9 CONTRACTPRICE

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

1.8 DAY

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

1.9 EQUIPMENT/MATERIALS/GOODS:

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

1.10 WORKS / OPERATIONS:

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

1.11 GUARANTEE:

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

1.12 MOBILISATION:

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

1.13 DEMOBILISATION:

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

1.14 DRAWINGS:

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

1.15 SPECIFICATIONS:

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

1.16 INSPECTORS:

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

1.17 TESTS:

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

1.18 FACILITY:

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

1.19 THIRD PARTY

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

1.20 APPROVAL:

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

1.21 SINGULAR/ PLURAL WORDS:

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

1.22 GROSS NEGLIGENCE

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

1.23 WILLFUL MISCONDUCT

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

1.24 GST LEGISLATIONS:

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

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

2.0 SCOPE OF WORK/CONTRACT:

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

3.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a period as mentioned in LOA/NOA (Notification of Award).

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:

Office of CGM (E&T) Head Infocom,
Infocom Services Building,
Ahmedabad Asset ONGC,
Chandkheda, Ahmedabad – 380005

4.2 CONTRACTOR’S REGISTERED OFFICE AND ADDRESS

.....
.....
.....
Fax:.....

5.0 DUTIES AND POWER /AUTHORITY :

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

- (i) Overall supervision, co-ordination and Project Management at site
- (ii) Proper utilisation of equipment and services.

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

5.2.1 CONTRACTOR's representative:

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

6. CONTRACT DOCUMENT :

6.1 Governing language:

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

6.2 Entire Agreement :

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

6.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by ONGC by issuing amendment to the **CONTRACT**. ONGC shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of

acknowledgement of **CONTRACT**, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to **CONTRACT**.

6.4 Assignment:

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

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

6.5 Waivers and amendments :

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

7.0 REMUNERATION AND TERMS OF PAYMENT

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

7.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the Office of CGM (E&T), Head-Infocom, Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda, Ahmedabad – 380005

7.3 Invoices with original supporting documents duly countersigned by the CORPORATION's representative/ engineer wherever applicable will be submitted(indicate the periodicity) by the CONTRACTOR to CORPORATION and payment shall be made within 21 (twenty one) 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 any of the following 2 ways:-

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. **Submission in Physical form at existing IMS Desk for scanning:** Supplier/Contractor can also submit the invoice and supporting documents at existing IMS desk at concerned work centers.

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) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iii) Invoices should be in PDF format only.
- iv) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- v) A regular format must be maintained in which invoices are being submitted in ONGC.
- vi) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- vii) In case, Email channel is being followed, separate mail should be sent for each invoice.

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

- 1) Along with first invoice issued under GST Law:
Following documents / details should be invariably furnished alongwith the first invoice issued under GST law indicating the GST Registration of service provider:
 - a) Copy of valid GST registration certificate
 - b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
 - c) Mobile No. (Optional).
 - d) e-mail ID.
 - e) Copy of PAN
 - f) Insurance policies (As applicable)
 - g) Work completion certificate issued by Indentor

2) Payment of Mobilization Charges: Not applicable

3) Periodical / Monthly payment: Not applicable

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

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

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

c) Details of statutory payments like EPF and ESI (as per clause 7.6.1 below), etc., (As applicable).

d) Undertaking by the contractor regarding compliance of all statutes.

e) Certificate by the contractor that personnel deployed have been paid not less than Minimum Wage/Fair wages (as applicable).

f) Copy of Time sheet / Log Sheet /DPRs with summary showing non-operating period, operating period, Rig move period, idle period, breakdown of equipment, non deployment / short deployment etc (if any) and reasons thereof.

g) Attendance Sheet (How many person on board) / Manpower deployment sheet [showing non deployment / short deployment etc (if any) and reasons thereof]

h) Statement of persons travelled on chargeable basis (Recoverable), if applicable.

i) Fuel charges (Daily consumption report of fuel) and statement of material/ consumption (incl. HSD, cement, mud chemicals, pot water, etc.) taken from ONGC on chargeable basis, if applicable.

j) Catering Bill (Log Sheet).

k) Telephone Bill (Log sheet).

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

4) Payment towards Indian Agent Commission (IAC): Not applicable

7.4 **Particulars required before releasing payments to (foreign CONTRACTOR (non-resident as per Income Tax Act, 1961): Not applicable**

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 reimbursement from ONGC and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

7.6.1 **Details of statutory payments like EPF and ESI etc.**

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.

(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 Payment of commission / fee / remuneration of Indian agent / consultant /

representative / retainer / associate of foreign principal. (Not Applicable)

8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING :

8.1 CLAIMS:-

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

8.2 NOTICE OF CLAIMS:-

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

8.3 TAXES:-

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.

CUSTOMS DUTY: - Not applicable

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 above Rs. 1 crore):-

The CONTRACTOR shall furnish to the CORPORATION within 15 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a Bank draft / Cashier's cheque/ Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Bank

Guarantee (as per the proforma enclosed at Appendix-I of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT.

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

Subject to credit in ONGC's account within prescribed time

* The validity of Bank Draft / Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

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 05 (Five) working days to replace the person by competent qualified person at CONTRACTOR's cost.

13. SAFETY AND LABOUR LAWS:-

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

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried

out with full safety precautions. ONGC's employee also shall comply with safety procedures/policy.

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

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:-**

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]

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

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

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

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

D) Deductible:-

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 sub CONTRACTOR'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 sub CONTRACTOR's or sub CONTRACTOR'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

18.3 Termination on account of insolvency

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

18.4 Termination for unsatisfactory performance

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

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 30 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), following actions shall be taken against the Contractor:

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

(Circular No. 10/2012 dated 03.05.2012)

19. DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

- (a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments so as to commence the services at the specified site (s) within a maximum of 30 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..

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:

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

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

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

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

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

24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC

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

25. PREFERENCE TO LOCAL COMPANIES:-

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

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

26. JURISDICTION AND APPLICABLE LAW:-

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

27. ARBITRATION

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

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

(Circular No. 06/2020 dated 29.01.2020)

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

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

4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, ONGC will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by ONGC. In case ONGC itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.
5. For a dispute involving claims above Rs.5 crores and upto Rs. 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party

in the Invocation Notice itself along with the copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of Section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above.

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

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

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

In case of sole arbitrator, ONGC shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

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

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

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

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

Parties hereby agree as under:

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

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

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

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

ii) Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision under the provisions of Integrity Pact executed between ONGC and the Bidder / Contractor.

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

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

Proposal for OEC

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

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

Constitution of OEC

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

Reconstitution of OEC:

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

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

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

Constitution of OEC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Actions after OEC Recommendations

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

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

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

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

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

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

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

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

27. Fees and facility to the OEC Members

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

SI. No.	Fees/ Facility	Entitlement	To be paid by
i.	Fees	Rs. 30,000 per meeting subject to maximum of Rs. 3,00,000 for the whole case. In addition, Rs. 10,000 is payable to each OEC member as a reading fees and one OEC member chosen by OEC shall be paid an additional amount of Rs. 30,000 towards secretarial expenses in writing Minutes / OEC Recommendation	Contractor
ii	Fee for attending meeting to authenticate	Rs. 10,000	Contractor

	the settlement agreement		
iii	Transportation in the city of the meeting	Car as per entitlement or Rs. 3,000 per day	Contractor
iv	Venue for meeting	ONGC conference rooms	ONGC
Facilities to be provided to the out -stationed member			
v	Travel from the city of residence to the city of meeting	Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	Contractor
vi	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or Rs. 4,000	Contractor
vii	Stay for out stationed members	5 Star Hotel	ONGC
viii	Transport in the city of meeting	Car as per entitlement or Rs. 3000 per day	Contractor

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

28. CONTINUANCE OF THE CONTRACT: -

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

29. INTERPRETATION: -

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed 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: Not applicable

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 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.

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

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

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

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

1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)
2. Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)

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

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

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

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

3. ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information),

whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

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

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

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

40. APPLICABLE FOR DEVELOPMENT ORDERS: **Not applicable**

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

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

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

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

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil & Natural Gas CORPORATION
Ahmedabad Asset,
Ahmedabad-380005
India

Dear Sirs,

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

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

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without

proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that ONGC may have in relation to the CONTRACTOR's liabilities.

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

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

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

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

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

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 Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch : Chandkheda, ONGC, Ahmedabad
Branch Code : 05743
Bank Account No. : 10257776699
IFSC Code : SBIN0005743

SWIFT Code : SBININBB209

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

(Circular No. 12/2009 dated 06.03.2009)

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
3. The Bank Guarantee by Indian bidders will be given from Nationalized / Scheduled Bank only.
4. The Bank Guarantee/all further communication relating to the Bank Guarantee should be forwarded to Office of CGM (E&T), Head-Infocom, Infocom Services Building, Ahmedabad Asset ONGC, Chandkheda, Ahmedabad – 380005
5. The full address along with Telephone no. / Fax No. of the issuing Bank to be mentioned.

Appendix-2

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

(Circular No. 37/2017 dated 24.08.2017)

- Deleted -

Declaration of independence and impartiality by OEC Member

To,

1. ONGC

2. Contractor

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

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

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

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

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

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

(Signature)

Name:

Address:

Phone:

Email:

Date:

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

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

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

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

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

Scope of Work & Technical Specifications

The scope of work includes but not limited to supply of all materials, tools, tackles, equipment, machinery, other consumable items and manpower for the following jobs of 57 towers as listed in Annexure-I

a) Tower Maintenance that includes repairing of damaged members of tower, tightening of loose bolts and providing missing nuts and bolts.

b) Cleaning and painting of towers.

c) Providing lightening arresters, earthing system and aviation lights.

The detailed SOW and Technical Specification for each of the listed job is as follows:

a) Tower Maintenance that includes repairing of damaged members of tower, tightening of loose bolts and providing missing nuts and bolts.

Before taking up the cleaning and painting job

- (i) The bidder shall check all the nut bolts for tightness and tighten the same, if found loose.
- (ii) The bidder shall check for missing nuts or bolts and provide the same with standard quality nuts or bolts of appropriate size.
- (iii) Any damage to any structure of tower, however big or small has to be repaired or replaced if necessary. The bidder can have an inspection prior to bidding for assessing the condition of tower at his cost, which can be facilitated by ONGC.

b) Cleaning and painting of towers.

- (i) All the dust, dirt, grease, seals and rust etc. must be removed. Patches of old paint must be chipped off with wire brush as necessary
- (ii) After this operation, the tower inclusive of its horizontal waveguide rack will be applied with one coat of primer and allowed to get fully dried up. Second coat of paint will be applied after a minimum gap of 6 hrs. to allow sufficient drying up of the first coat.
- (iii) Contractor will have to get clearance from the Engineer in charge of the work or his representative in writing before starting of each of the above operations.

(iv) The painting shall be done carefully so that all the corners of the tower get painted and no surface is left unpainted anywhere. No driers such as Litharge or Turpentine are to be used. The primer and the paint used should be got approved prior to their use.

(v) The towers are to be painted in the following manners:

- One coat of yellow zinc chromate primer.
- Two coats of synthetic enamel paints

First coat of the paint will be applied after the primer is fully dried up. After application of each coat of paint the work of painting should be got inspected.

(vi) All tools, brushes, rollers, spray guns, abrasive materials, hand/power tools for cleaning and all equipment, scaffolding materials, machinery etc. required to be used shall be suitable for the work and all in good order and shall be arranged by the contractor at site and in sufficient quantity.

(vii) The specification of primer and paint to be used on tower are given below.

Primer : Zinc chromate primer (Yellow colour) suitable for galvanized surface conforming to I.S. specifications IS-2074/62 of standard make and of renowned firm.

Paints : Synthetic enamel (International white and International orange) of any renowned firms viz. Asian Paints, Jenson & Nichol森, Shalimar Paints, Nerolac, Dulux or Berger Paints.

(viii) SURFACE PREPARATION

General -

All fabrication, repair and assembly works (if any) shall be completed before surface preparation begins. All safety precautions shall be taken to avoid the generation of sparks during surface preparation.

The tools required to achieve surface preparation as per requirement shall be as under:

- Water jet machine for surface cleaning.
- Brass tools for mechanical brushing.
- Copper shot blasting.

The detailed procedure for surface preparation using above flame proof tools of standard specification are to be developed by the contractor and is to be submitted for approval by ONGC.

Surface Finish Requirements -

All surfaces to be coated shall be prepared in accordance with the Steel Structural Painting Council (SSPC) requirements SP2/SP3/ SP/ SP10 as applicable.

(ix) Weather Conditions

- Surface preparation shall not be done on any surface that is moist, or that may become moist, before the application of a primer unless specified otherwise.
- Surface preparation is not permitted when the surface is less than 3°C above the dew point, as measured by a sling hydrometer, or when the relative humidity of the air is 85 % or greater.
- No coatings shall be applied during fog, mist or rain or when humidity is greater than 85%, or on to wet surfaces. The company has the right to suspend applications of coating when damage to the coating may result from actual or impending weather conditions.

(x) Coats

The application of 1st coat shall be done within 4 hours of surface preparation. The consistency of paint application shall be ensured. Each coat shall be applied uniformly and completely over the entire surface. Each coat shall be allowed to dry for the time specified by the manufacturer before the application of a succeeding coat. To reduce the possibility of inter coat contamination and to ensure proper adhesion between successive coats, all coats shall be applied within the minimum over coating interval of the preceding coat as recommended by the manufacturer or as per instruction of EIC.

(xi) Safety Equipment

Appropriate safety equipment shall be provided for painters and other workers involved in the surface preparation and application of coating systems. Work areas shall be adequately ventilated.

c) Providing lightning arresters, earthing system and aviation lights.

Lightning arresters and earthing system

The material offered shall conform to relevant standard with high quality and good workmanship capable to perform continuous and satisfactory operations in the actual service conditions at site.

I. Acceptable Earth Resistance value-

The acceptable Earth Resistance value should be less than 2 ohm. For achieving this value minimum two earth pits required or more if necessary depending upon the soil resistivity. This does not include the earthing pit for lightning arrester which is separate than the earthing pits for tower.

II. Components of Earthing & Bonding system-

The components of Earthing & Bonding system are- Earth electrode, Earth enhancement material, Earth pit, Equi-potential earth base-bar, Lightning Arrester (LA), Copper strip with insulation, connecting cable and other associated accessories.

III. Design of Earthing & Bonding system-

- a) The earth electrode shall be made of high tensile low carbon steel circular rods, molecularly bonded with copper on outer surface. Such copper bonded steel cored rod is preferred due to its overall combination of strength, corrosion resistance, low resistance path to earth and cost effectiveness.
- b) The earth electrode rod should be minimum 25.0 mm diameter and minimum 3mtrs. long.
- c) All nuts and bolts used in connection of earthing wire shall be stainless steel. The size of nuts and bolts shall be approved by EIC prior to erection.
- d) The main earthing lead shall be securely bolted and soldered to the earth electrode. The earthing shall be securely connected to the other end to the main switch board/ equipment.

IV. Earth Enhancement material-Earth Enhancement material should satisfy following characteristics-

- a) Should mainly consist of graphite. Bentonite content shall be negligible.
- b) Should have high conductivity, improves earth's absorbing power and humidity retention capability.
- c) Should be non-corrosive in nature having low water solubility but highly hygroscopic.
- d) Should have resistivity of less than 0.2 ohms-meter.
- e) Should be suitable for installation in dry form or in a slurry form.
- f) Should not depend on the continuous presence of water to maintain its conductivity.
- g) Should be permanent & maintenance free and in its "set form", maintains constant earth resistance with time.
- h) Should not dissolve, decompose or leach out with time.
- i) Should not be explosive.
- j) Should not cause burns, irritation to eye, skin etc.

V. Backfill material

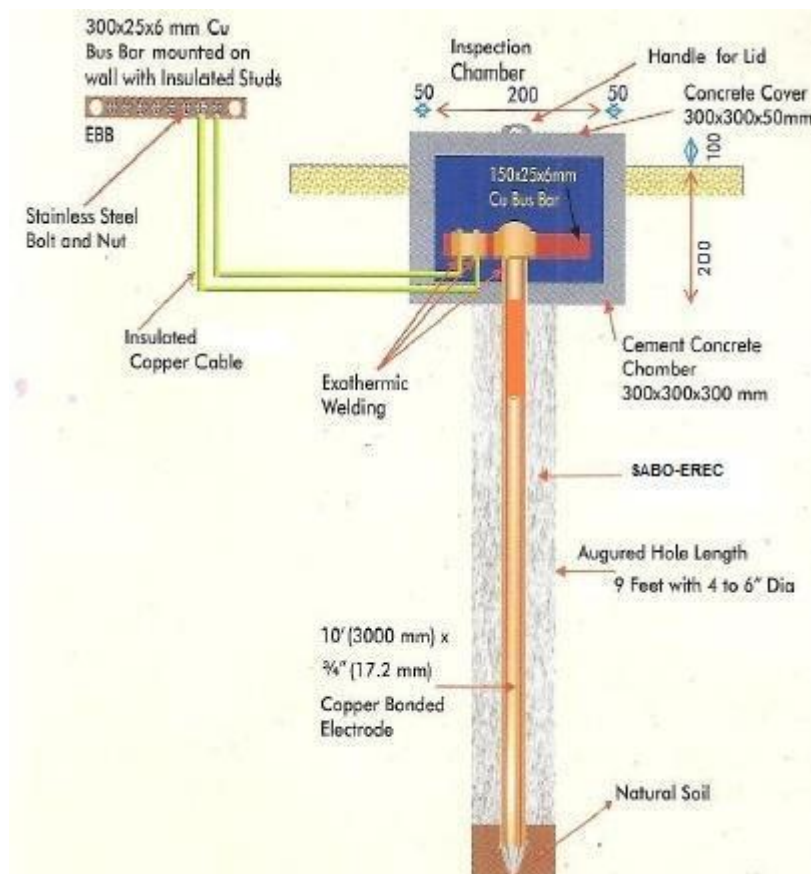
The excavated soil is suitable as a backfill but should be sieved to remove any large stones and placed around the electrode taking care to ensure that it is well compacted. Material like sand, salt, coke breeze, cinders and ash shall not be used because of its acidic and corrosive nature.

VI. Lightning Arrester-

- a) Lightning Arrester should be made of copper and length & Diameter should be 1m (one meter) and 25mm respectively.
- b) The Copper Strip of 25mmX3mm with insulation is to be laid from lightning arrester at the top of communication tower to the earth pit at the ground and exothermally welded and bolted.

VII. Earth Pit

- a) A hole of suitable diameter minimum 125mm dia should be augured/ dug to a depth of about 2.8 meters.
- b) The earth electrode shall be placed into this hole and it will be penetrated into the soil by gently driving on the top of the rod. It is assumed to be available at the bottom of the electrode so that minimum 150mm of the electrode shall be inserted in the natural soil.
- c) Earth enhancement material (minimum approx.. 40-45 kg) shall be filled into the augured/dug hole in slurry form and allowed to set. After the material gets set, the diameter of the composite structure (earth electrode + earth enhancement material) shall be of minimum 125 mm diameter covering the entire length of the hole.
- d) Remaining portion of the hole shall be covered by backfill soil, which is taken out during auguring/digging.
- e) A Copper strip of 25mmX3mm with insulation shall be exothermally welded and bolted to the Lighting Arrester.
- f) The warranty of such system shall be 12 months from the date of commissioning. During this period, any failure of earthing system due to improper material & bad workmanship shall be attended free of cost by the vendor/contractor.



Indicative Diagram for Earthing Pit System

Aviation Lights

This scope of work includes Supply, Installation, testing and commissioning of Aviation lights on towers above 40 mtr height and in vicinity of Airport.

LED (Light Emitting Diode) Warning Light shall be a “fit-and-forget” solution that utilizes the latest InP LED technology to eliminate hazard and frequent replacement.

- a) Aviation Obstruction Light (AOL) shall be made by utilising highly reliable high luminosity Group LED type aviation light (RED LIGHT) with driver/controller fitted in the housing of the fittings
- b) LEDs to offer long life requiring no further replacement once fitted at least for 5 Years on continuous burning basis.
- c) Low power consumption of 10 to 15 watts only, giving significant reduction in energy costs.
- d) The AOL shall have multiple-LED unit fitted in an alloy cast metal AOL body and covered with thick clear glass cover. The AOL unit shall give total 360° (integrated) luminous intensity, resulting in a designed radial (directional) intensity in any direction in the horizontal plane.
- e) Should be operated with photo sensor switch which turns automatically switch ON when day light is not available and automatically switch OFF during day light (make as per BSNL approved make)
- f) The light on Towers of height 80m and more, shall be supplied with a flasher for operating in flashing mode for warning indication. The flasher circuit will be placed externally to the lighting unit, in an indoor environment (such as a control room, or an enclosed junction box, so that it is protected from the outside environment)
- g) Cabling used should be 2 core 1.5sq mm. PVC insulated PVC sheathed steel armored copper conductor of 1.1KV grade with clamps etc. as required with proper termination and ferrule marking.
- h) The warranty of such system shall be 12 months from the date of commissioning. During this period, any failure of system due to improper material & bad workmanship shall be attended free of cost by the vendor/contractor.

Special Terms and conditions

- 1) The contractor has to obtain prior approval of Engineer-in-charge for colour shade and product data before start of manufacture/placing of supply order of paint material to paint vendor, in order to avoid dispute during the execution of the work.
- 2) All painting/primer material shall be delivered to work site in original, unopened container. The contractor shall also arrange visit of paint vendor's expert representative when required.
- 3) Transportation of man and material to respective installation/work site will be in the scope of the bidder.
- 4) Storage of material, equipment, tools and tackles, etc for carrying out all the jobs will be in the scope of the bidder. ONGC will not be held liable for Loss/damages/theft/misplacement etc.
- 5) The CV along with the relevant certificates of the personnel proposed to be deployed by the contractor including representative from paint manufacturer should be submitted to ONGC for approval at least 7 days before their mobilisation.
- 6) It is the contractor's responsibility to ensure that all items of equipment are maintained in full working order at all times. The replacement of any defective items of equipment shall be done timely in the interest of expediency at the contractor's cost.
- 7) The contractor is required to keep sufficient quantities of the required equipment at work site to ensure that the minimum required quantity of each item, for carrying out all jobs involved, is operational at all times, for use on a regular basis, for the duration of the contract.
- 8) Contractor must ensure that adequate spares are held on site to ensure that equipment mal-function do not cause delay to the work. The contractor's personnel must regularly service all the equipment.
- 9) All electrical equipment shall suitable for operation in hydrocarbon area. Air driven equipment to be used in preference to electrical equipment.
- 10) The schedule of rates should be read with all other Sections of the contract.
- 11) The quantities shown against various items are only approximate. Payment shall be made as the quantities actually executed.
- 12) ONGC reserves the right to cancel the order for any item or group of work, such a step shall not constitute a breach of contract.
- 13) All the items of work mentioned in the schedule of rates and covered by this contract shall be carried out as per the specifications and direction of the Engineer-In-Charge and shall include all labour, material wastages, tools and tackles, required to complete the job.
- 14) The debris generated during painting work shall be disposed of at location specified by ONGC.
- 15) The contractor has to provide sufficient no. of safety net while doing painting work at elevated height, wherever it is feasible.
- 16) The personnel deployed by vendor should have experience of minimum two year in performing above jobs and should be supported by documents whenever asked by ONGC. The vendor should give an undertaking on his company letter head as per the Annexure-II. The vendor has to provide police clearance certificate etc. for its

manpower deputed to work at ONGC restricted areas for the issue of entry permissions.

- 17) Workers should wear protective clothing, safety footwear, eye protection, face/head protection and respiratory protection, and must tie the safety belt at suitable height to the fixed structure throughout the working time.
- 18) **Payment Terms:** Milestone Payment formula will be applied for making payment. Average requirement is for about 52 towers for three job items listed in price bid format. On completing all the three tasks (S. No. 1 to 3 in price bid format) of 13 towers payment will be made for those thirteen towers. Applicable tax deduction at source as per prevailing rules shall be made by ONGC finance while releasing the payments.

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 any of the following 2 ways:-

- a) 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.
- b) Submission in Physical form at existing IMS Desk for scanning: Supplier/Contractor can also submit the invoice and supporting documents at existing IMS desk at concerned work centers.

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) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iii) Invoices should be in PDF format only.
- iv) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- v) A regular format must be maintained in which invoices are being submitted in ONGC.
- vi) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- vii) In case, Email channel is being followed, separate mail should be sent for each invoice.

- 19) **Completion Period:** The complete job has to be finished within 40 weeks starting from the date of placement of NOA.

Annexure-I

List of Towers with location and detailed requirement

S.No.	Site Name	LATITUDE	LONGITUDE	Height (m)	Painting and nut bolt tightening	Lightening Arrester & Earthing	Aviation light Requirement
1	ONGC Ahmedabad Base Sector	23N0618	072E3514	100	Required	Done vide PO 5010144416	With Flasher
2	DTYS Saij	23N1247	072E3122	30	Required	Required	Without Flasher
3	Kalol CBHP	23N1148	072E3300	20	Required	Required	Not Required
4	Kalol CMP/KLL GGS 2	23N1256	072E3114	30	Required	Required	Without Flasher
5	Kalol GGS 1	23N1142	072E3253	20	Required	Required	Not Required
6	Kalol GGS 4	23N1622	072E3111	20	Required	Required	Not Required
7	Kalol GGS 7 WIP	23N1220	072E3418	20	Required	Required	Not Required
8	Kalol GGS 7/ KLL ETP 7	23N1225	072E3413	20	Required	Required	Not Required
9	Kalol GGS 9	23N1806	072E3028	30	Required	Required	Without Flasher
10	Kalol GGS 11	23N1107	072E3509	20	Required	Required	Not Required
11	Limbodra GGS 1	23N2330	072E4006	30	Required	Required	Without Flasher
12	Limbodra GGS 2	23N1941	072E4104	30	Required	Required	Without Flasher
13	Paliyad GGS	23N2153	072E3158	30	Required	Required	Without Flasher
14	Saij WSS	23N1301	072E3110	30	Required	Required	Without Flasher
15	Wadu GGS	23N2039	072E2911	30	Required	Required	Without Flasher
16	Gamij GGS 2	22N5919	072E5144	45	Strengthened and Painted Vide PO 5010138313	Done vide PO 5010144416	With Flasher
17	Gamij GGS 3	22N5553	072E5149	30	Required	Required	Without Flasher
18	Gamij GGS	23N0317	072E5106	30	Required	Required	Without Flasher
19	Motera GGS	23N0648	072E3551	20	Required	Required	Not Required
20	Nandej GGS	22N5448	072E3854	30	Required	Required	Without Flasher
21	Nandej#14 EPS	22N5525	072E3858	30	Required	Required	Without Flasher
22	Ramol GGS 1	22N5714	072E3946	20	Required	Required	Not Required
23	Ramol GGS 2	22N5900	072E3952	20	Required	Required	Not Required
24	Sabarmati Campus	23N0524	072E3530	30	Required	Required	With Flasher
25	Wasna GGS	22N5056	072E3908	30	Required	Required	Without Flasher
26	Wasna WIP	22N5054	072E3920	30	Required	Required	Without Flasher

27	CISF Naika	22N4556	072E3427	45	Required	Required	With Flasher
28	IRS Campus	23N0616	072E3509	20	Required	Required	Without Flasher
29	Naika PMS	22N4605	072E3423	30	Required	Required	Without Flasher
30	Nawagam CTF	22N4906	072E3503	50	Strengthened and Painted Vide PO 5010138313	Done vide PO 5010144416	With Flasher
31	Nawagam Desalt ETP	22N4938	072E3523	30	Required	Required	Without Flasher
32	Nawagam Desalt	22N4928	072E3503	30	Required	Required	Without Flasher
33	Nawagam GGS 1	22N4756	072E3450	30	Strengthened and Painted Vide PO 5010138313	Required	Without Flasher
34	Nawagam GGS 2	22N4805	072E3403	45	Strengthened and Painted Vide PO 5010138313	Required	With Flasher
35	Nawagam GGS 3	22N4742	072E3619	30	Required	Required	Without Flasher
36	Sanand 57# EPS	23N0400	072E2520	20	Strengthened and Painted Vide PO 5010138313	Required	Not Required
37	Sanand Store	23N0124	072E2307	20	Required	Required	Not Required
38	Jhalora GGS1	23N1159	072E2043	30	Required	Required	Without Flasher
39	Jhalora GGS2	23N1054	072E2128	20	Required	Required	Not Required
40	Jhalora PMS	23N1049	072E2129	30	Required	Required	Without Flasher
41	Kalol CTF	23N1235	072E3101	30	Required	Required	Without Flasher
42	Kalol CBPP	23N1531	072E2834	30	Required	Required	Without Flasher
43	Kalol GCP	23N1218	072E3059	30	Required	Required	Without Flasher
44	Kalol GCS	23N1241	072E3101	30	Required	Required	Without Flasher
45	Kalol GGS 3 WIP	23N1752	072E2749	30	Required	Required	Without Flasher
46	Kalol GGS 3	23N1753	072E2743	30	Required	Required	Without Flasher
47	Kalol GGS 5	23N1634	072E2813	30	Required	Required	Without Flasher
48	Kalol GGS 6	23N1901	072E2727	80	Required	Done vide PO 5010144416	With Flasher
49	Kalol GGS 8	23N1423	072E2910	13	Required	Required	Not Required
50	Saij Security+	23N1251	072E3114	30	Required	Required	Without Flasher
51	Sanand GGS 1	23N0724	072E2512	30	Required	Required	Without Flasher
52	Sanand GGS 2	23N0905	072E2500	20	Required	Required	Not Required

53	South Kadi CTF	23N1832	072E1917	30	Required	Required	Without Flasher
54	Viraj GGS	23N1536	072E1915	30	Required	Required	Without Flasher
55	NGM Fire Station	22N4934	72E3457	20	Required	Required	Not Required
56	Saij Fire Station	23N1255	72E3116	20	Required	Required	Not Required
57	GAMIJ-4	22N5215	72E5321	45	Required	Required	With Flasher

Summary of requirement

S N o	Job/Tower Height (m)	13 m	20m	30m	45 m	50 m	80 m	100m	Total requirement
1	Painting and nut bolt tightening	1	15	32	2	NIL	1	1	52
2	Earthing and lightening arrestor	1	16	33	3	NIL	NIL	NIL	53
3	Aviation Light	NIL	NIL	33	4	1	1	1	40

Note: Aviation lights on towers above the height 40 meters need flasher system.

Undertaking by the Service Provider

- 1) The workmen engaged for the job have adequate insurance cover, valid for the entire period of the job. ONGC will not have any liabilities towards the workmen engaged.
- 2) The workmen engaged have been explained and are well aware of all the safety guidelines, PPE usage and have been instructed to adhere to the same while climbing the tower and carrying out the services as per scope. In case of any eventuality the contractor is solely responsible for any legal and medical issues.
- 3) The workmen engaged are physically and mentally fit for the job and have more than two year of experience for tower climbing and other maintenance jobs involved. In support of the same, I have necessary documents and can produce as and when ONGC requires.

Signature with Company Stamp:

Name of the Proprietor:

Name of the Firm:

Date:

Place:

Appendix-1

UNDERTAKING

To,
The CGM (E&T), Head Infocom
Infocom Services, Avani Bhavan
ONGC, Chandkheda, Ahmedabad – 380005

Sl No	Declaration/undertaking Regarding:	Declaration / Undertaking
i	Appraisal/understanding of working conditions	I / We have appraised myself / ourselves with the nature of job, working and other prevalent conditions relating to work under the tender.
ii	Acceptance of Scope of work	I / We hereby undertake to accept the Scope of Work mentioned at NIT & Schedule(s) of the tender documents.
iii	Acceptance of all tender terms and conditions	I / We have thoroughly read and understand the terms and conditions as mentioned in this tender documents and accept the same, without any exception / deviation. I / We further solemnly confirm compliance of all the requirements / conditions of Tender Document.
iv	Submission of Labour license (if applicable)	I / We hereby undertake to furnish/ produce copy of Labour License from Assistant Labour Commissioner(C), Ahmedabad within 30 days from the date of issue of NOA/LOA / Work Order from ONGC.
vi	Submission of Original documents, if required by ONGC	I / We hereby undertake to furnish / produce all the documents in original, if asked by ONGC, within their specified time limit, prior to issue of NOA / LOA / Work Order from ONGC. Any failure and / or delay to produce the original documents as asked by ONGC in time will make the bid liable for rejection with forfeiture of EMD.
vii	Authenticity of bid information	I / We hereby declare that all the documents/certificates/information submitted by us against the tender are genuine. In case any of the documents/certificates/information submitted by us is found to be false or forged, action as deemed fit may be initiated by ONGC at its sole discretion.
viii	Constitution of binding Contract, upon tender acceptance	I / We agree that that the acceptance of this tender by ONGC shall constitute a binding Contract between me / us and ONGC.
ix	Acceptance of time schedule of completion / Contractual completion period	I / We hereby undertake to complete total scope of work within the time schedule as mentioned in the tender document.
x	Bid validity	I / We accept the validity of Bid for the period of 90 (Ninety) days from the date of opening of Bid and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

Place:

Date:

Declaration for Banning of Business

To,
The CGM (E&T), Head Infocom
Infocom Services, Avani Bhavan
ONGC, Chandkheda, Ahmedabad - 380005

Sub.: UNDERTAKING

Sir,

I / We, M/s [REDACTED] hereby solemnly declare and certify that neither we nor any of our allied concerns, partners or associates or directors or proprietors are involved in any capacity, are currently serving any banning orders issued by ONGC debarring us from carrying on business dealings with ONGC.

Yours faithfully,

Place: [REDACTED]

Date: [REDACTED]

Bid Evaluation Criteria and Bid Matrix

- 1) Bid Evaluation Criteria
- 2) Bid Matrix
- 3) Appendix 1 – BIDDERS PAST SERVICES PROFORMA
- 4) Appendix 2 – CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS OF CONTRACT
- 5) Appendix 3 – UNDERTAKING FOR GENUINNESS OF SUBMITTED DOCUMENTS
- 6) Appendix 4 – GST UNDERTAKING

Bid Evaluation Criteria

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS: -

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/deviations, if any, should be brought out during the pre-bid conference. In case pre-bid conference is not held, the exceptions/deviations along-with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document.

ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid documents, if any.

However, during evaluation of bids, ONGC may ask the Bidder for Clarification/confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in 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

B.1 Technical rejection criteria: The following vital technical conditions should be strictly complied with failing which the bid will be rejected

1. Bid should be complete in all respects covering entire scope of work/supply and should confirm to the technical specifications indicated in the bid document, duly supported with technical catalogues/literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

2. Eligibility and experience of the bidder:-

2.1(a)-(i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum 02 years of experience in providing **Maintenance, Painting and Safety related works of '30 Meter & more self-supporting 3 or 4 legged Communication Towers'**

(ii) Bidder should have executed at least 01 or more number of job/contracts of following nature in last 07(seven) years which should indicate in aggregation:

a) Maintenance and painting of at least 6 (six) Nos of 30 Meter & more, self-supporting 3 or 4 legged Communication Towers **OR** Complete foundation work , tower construction and erection of at least 03(three) self-supporting three or four Legged communication towers with Height of 30 Mts or more.

b) & Providing/Maintenance of earthing and lightening arrestor on at least 03(three) 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.

c) & Providing/Maintenance of Aviation light on at least 03(three) 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.

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

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

2.1 (a) II Deleted

Consortium bids are not allowed in this tender notwithstanding the term “consortium” appearing elsewhere in the tender.

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

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

(i) The Joint Venture Company by itself should meet the experience criteria

or

(ii) The Joint Venture Partner having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.

In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract

2.2 Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1(a) and 2.1(b) above.

2.3 Deleted

2.4 Deleted

2.5 Applicable for bidders submitting their bid as Start-up:

In case Start-up bidder has executed any number of contracts of

- a) Maintenance and painting of 30 Meter & more, self-supporting 3 or 4 legged Communication Towers **OR** Complete foundation work , tower construction and erection of self-supporting three or four Legged communication towers with Height of 30 Mts or more.
- b) & Providing/Maintenance of earthing and lightening arrestor on 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.
- c) & Providing/Maintenance of Aviation light on 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.

of any duration in last 07 years, they will be considered meeting experience criteria as per BEC Clause B.1.2.1(a)-I.

[Note: Ongoing contracts having satisfactory completion of any duration as mentioned above shall also be considered as executed for evaluation purpose.]

The above relaxation is subject to submission of documents as mentioned at *Clause 9.1(i) of Annexure-I*.

B.2 COMMERCIAL EVALUATION CRITERIA

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

1.0 Two Bid system

Bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the 'document area in C-folder' through ONGC's e-bidding portal, 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.

Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. 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 Annexure.. (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid. The Price bid shall contain only the prices duly filled in the on-line price format of ONGC's e-procurement engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

However, the documents to be submitted in physical form, if any indicated in the tender document, in a sealed envelope super-scribed as "Physical documents against e-procurement Tender Number, due on To be opened by Tender Opening Officers at 1500 Hrs, on due date for opening of bid" [Documents should reach to the purchaser's office on or before 1400 Hrs. of the closing date specified for submission of bid through e-bidding portal. 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 1500 Hrs / 1400 Hrs.]

(i) The original bid security (Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer to designated account of ONGC).

2.0 Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.

Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.

If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.

3.0 Acceptance of terms and conditions:

The bidder must submit an undertaking along with their techno commercial bid that all instructions and conditions of tender document (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 the web site: <https://etender.ongc.co.in> is acceptable to them unconditionally.

3.1 Bidder should confirm their acceptance that they comply with the provisions with regard to 'Guidelines for eligibility of a Bidder from a Country which shares a land border with India' as detailed at Annexure-I "Instructions to Bidders". **Bidders should also submit the requisite certificates as mentioned under the clauses 44.6(a) and 44.6(b) of the said Annexure-I (as per the format provided in Annexure-I as Appendix.... or Appendix-.... as may be applicable).**

4.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee for the value of INR 3,40,000/- along with the offer (Refer clause 17 of Instruction to Bidders at Annexure I).
- b) Offers not submitted in e-form through ONGC's e-procurement engine.
- c) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
- d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- e) (i) Offers which do not conform to ONGC's 'online price bid format' as given in the e-bidding engine.
- e) (ii) Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them.
- f) Offers which do not confirm to the mobilisation period indicated in the bid.
- g) Offers which do not confirm to the contract period indicated in the bid.
- h)-i Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids. (Refer clause No. 9.1(f) of Annexure-I).
- h)-ii Offers of the bidders violating the provisions of Integrity pact.
- i) Offers not accompanied with a copy of valid GST registration certificate under GST Legislation of India
- j) Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit.
- k) Offer not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any

capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.

l) Deleted

m) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates/ information submitted by them against the tender are genuine.

n) Offers and all attached documents not digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted as per ITB (Refer clause No. 9.1(i) of Annexure-I).

o) Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file.

5.0 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract.

Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

C. Price Evaluation Criteria

1.1 The bids shall be evaluated on total value of the job as per the calculated value in yellow cell marked as 'Total Price' in the Price Bid Format, (cell 32H of Sheet)

1.2 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and ONGC would not undertake any responsibility whatsoever in this regard.

Accordingly, bidders (excluding the Service providers covered under clause C-1.2.1 below) should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered), Service Accounting Code, along with all other taxes and duties applicable.

Total price inclusive of GST as applicable shall be taken for evaluation.

In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.

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

GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the Bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

1.2.1 For Services provided to ONGC in taxable Territory of India whereas per relevant provisions of tender document, the liability to pay 100% GST is on ONGC, the bidder should not include the GST in his quoted price. However, the GST as applicable will be loaded on the quoted price for the purpose of evaluation.

1.3 As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

1.4 PURCHASE PREFERENCE POLICY (IES):

1.4.1 Deleted

1.4.1(a) Deleted

1.4.2 Bidders to comply Public Procurement (Preference to Make in India) Order 2017” (MII) read with Ministry of Petroleum & Natural Gas notification applicable in this tender as per Clause No. 29.2 of Instruction to Bidders and submit requisite information/documents.

1.4.3 Deleted

General

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

BID MATRIX

(To be submitted in the un-priced bid duly filled in)

Sl. No	Description	Confirmed / Not Confirmed/Not applicable, as applicable	Refer Sl. / Page No of bid / Location
A.	<p>Vital criteria for acceptance of bids: Bidders are advised not to take any exception/deviations to the bid document. Exceptions/deviations, if any, should be brought out during the pre-bid conference. In case pre-bid conference is not held, the exceptions/deviations along-with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid documents, if any.</p> <p>However, during evaluation of bids, ONGC may ask the Bidder for Clarification/confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in 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.</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
B.1	<p>Technical rejection criteria: The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:</p>		
1.0	<p>Bid should be complete in all respects covering entire scope of work/supply and should confirm to the technical specifications indicated in the bid document, duly supported with technical catalogues/literatures, wherever applicable. Incomplete and non -conforming bids will be rejected outright.</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
2.0	<p>2. Eligibility and experience of the bidder:-</p>		
2.1	<p>2.1(a)-(i) Bidder (i.e. Single bidder / Indian Joint Venture company Incorporated) should have minimum 02 years of experience in providing Maintenance, Painting and Safety</p>		

	<p>related works of 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.</p> <p>(ii) Bidder should have executed at least 01 or more number of job/contracts of following nature in last 07(seven) years which should indicate in aggregation:</p> <p>a) Maintenance and painting of at least 6 (six) Nos of 30 Meter & more, self-supporting 3 or 4 legged Communication Towers OR Complete foundation work , tower construction and erection of at least 03(three) self-supporting three or four Legged communication towers with Height of 30 Mts or more.</p> <p>b) & Providing/Maintenance of earthing and lightening arrestor on at least 03(three) 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.</p> <p>c) & Providing/Maintenance of Aviation light on at least 03(three) 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.</p> <p><u>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.</u></p> <p>To this effect, Bidder should submit copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts/<u>satisfactory completion of relevant services</u>, 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.</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
	<p>2.1(b) The bidder should meet the experience criteria detailed above.</p> <p>In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in the Technical BEC should be met as under:</p>		

	<p>(i) The Joint Venture Company by itself should meet the experience criteria</p> <p><u>or</u></p> <p>(ii) The Joint Venture Partner having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p>In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno-commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract</p>		
	<p>2.2 Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1(a) and 2.1(b) above</p>		
	<p>Applicable for bidders submitting their bid as Start-up:</p> <p>In case Start-up bidder has executed any number of contracts of</p> <p>a) Maintenance and painting of 30 Meter & more, self-supporting 3 or 4 legged Communication Towers OR Complete foundation work , tower construction and erection of self-supporting three or four Legged communication towers with Height of 30 Mts or more.</p> <p>b) & Providing/Maintenance of earthing and lightening arrester on 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.</p> <p>c) & Providing/Maintenance of Aviation light on 30 Meter & more, self-supporting 3 or 4 legged Communication Towers.</p> <p>of any duration in last 07 years, they will be considered meeting experience criteria as per BEC Clause <i>B.1.2.1(a)-I</i>.</p> <p>[Note: Ongoing contracts having satisfactory completion of any duration as mentioned above shall also be considered as executed for evaluation purpose.]</p>		

	The above relaxation is subject to submission of documents as mentioned at <i>Clause 9.1(i) of Annexure-I</i> .		
B2	<u>Commercial rejection criteria:</u> The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.		
1.0	<p>Bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the 'document area in C-folder' through ONGC's e-bidding portal, 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.</p> <p>Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered.</p> <p>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-VA (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid. The Price bid shall contain only the prices duly filled in the on-line price format of ONGC's e-procurement engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p> <p>Earnest Money Deposit for an amount of Rs 3,40,000 /- along with the offer. (Refer clause 17 of Instruction to Bidders at Annexure I</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
3.0	<p>Acceptance of terms & conditions :</p> <p>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 the website 'etender.ongc.co.in'.</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
3.1	Bidder should confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border With India' " as detailed at Annexure-I "Instructions to Bidders".	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	

	Bidder should also submit the requisite certificate as mentioned.		
4.0	<p>Offers of following kinds will be rejected:</p> <p>(a) Offers made without Bid Security/Bid Bond/Bank Guarantee/Earnest Money Deposit along with the offer. (Refer clause 17 of Instruction to Bidders at Annexure I).</p> <p>(b) Offer not submitted in e-form through ONGC's e-procurement engine.</p> <p>(c) Offers made by Agents/Consultants/Retainers /Representatives/Associates of foreign principals</p> <p>(d) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.</p> <p>(e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.</p> <p>(f) Offers which do not conform to ONGC's 'online price bid format' as given in the e-bidding engine.</p> <p>(g) Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them.</p> <p>(h) Offers which do not confirm to the mobilisation period indicated in the bid.</p> <p>(i) Offers which do not confirm to the contract period indicated in the bid.</p> <p>(j) Offers not accompanied with a copy of valid registration certificate under GST Legislation of India</p> <p>(k) Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit.</p> <p>(l) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	

	<p>(m) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids</p> <p>(n) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.</p> <p>(o) Offers not accompanied with the undertaking/Agreements as per clause B.1.2 if applicable.</p> <p>(p) Offers and all attached documents not digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted as per ITB(Refer clause No. 9.1(i) of Annexure-I).</p> <p>(q) Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file.</p>		
<p>5.0</p>	<p>Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.</p>	<p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed</p>	
<p>6.0</p>	<p>Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.</p> <p>Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.</p> <p>If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.</p>	<p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed</p>	

C <u>Price Evaluation Criteria:</u>			
1.1	<p>Evaluation of bids:- The bids shall be evaluated on total value of the job as per the calculated value in yellow cell marked as 'Total Price' in the Price Bid Format, (cell 32GH of Sheet)</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
1.2	<p>Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and ONGC would not undertake any responsibility whatsoever in this regard.</p> <p>Accordingly, bidders (excluding the Service providers covered under clause C-2.1 below) should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered), Service Accounting Code, along with all other taxes and duties applicable.</p> <p>Total price inclusive of GST as applicable shall be taken for evaluation.</p> <p>In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST also provisions of change in law will not apply .</p> <p>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.</p> <p>GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the Bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	

1.2.1	For Services provided to ONGC in taxable Territory of India whereas per relevant provisions of tender document, the liability to pay 100% GST is on ONGC, the bidder should not include the GST in his quoted price. However, the GST as applicable will be loaded on the quoted price for the purpose of evaluation	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
1.3	As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
D. General:			
1.	The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
2	The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the Bidder may suffer summary termination of contract / disqualification in case of violation.	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	
3	On-site inspection will be carried out by ONGC's officers / representative /Third Parties at the discretion of the ONGC.	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed	

CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS OF CONTRACT

*(Certificate on **Company's Letter Head** to be uploaded in e-bidding portal only)*

All the terms and conditions of ONGC tender document for Tender No. DI1RC23004 are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer. It is also confirmed that the supporting documents with regard to Bid Evaluation Criteria laid down in tender documents is submitted.

UNDERTAKING FOR GENUINNESS OF SUBMITTED DOCUMENTS

*(Certificate on **Company's Letter Head** to be uploaded in e-bidding portal only)*

To,

The CGM (E&T), Head Infocom
Infocom Services, Avani Bhavan
ONGC, Chandkheda, Ahmedabad – 380005

Sub.: UNDERTAKING

Tender No.:

Sir,

I / We, hereby undertake that all the documents/ certificates/ information submitted by me/ us against the tender are genuine. In case any of the documents/ certificates/ information submitted by me/ us is found to be false or forged, action as deemed fit may be initiated by ONGC at its sole discretion.

Yours faithfully,

Signature and Seal of Bidder

Place:

Date:

GST UNDERTAKING

1. I/We have enclosed copy of valid registration certificate under GST Legislation of India.
2. I/We undertake to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit if I/We are awarded the work.(Not applicable for the bidder who are under composition levy)
3. I/We have ascertained the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and ONGC would not undertake any responsibility whatsoever in this regard.
4. I/We have quoted the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered), Service Accounting Code, along with all other taxes and duties applicable. **Total price inclusive of GST as applicable shall be taken for evaluation.**
5. In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.
6. 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, I/WE have given/considered separate break-up for cost of goods and cost of various services, and quote GST as applicable for the taxable services.
7. GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by Me/Us within their quoted prices. I/We shall avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to me/us.



**TENDER
DOCUMENT**

PRICE BID FORMAT

TENDER NO. DI1RC23004

TENDER FOR

Maintenance and Painting of BWA Communication towers of Ahmedabad Asset

**Infocom Services, Ahmedabad Asset
OIL AND NATURAL GAS CORPORATION LTD.
CHANDKHEDA, AHMEDABAD - 380005
Tel No. 079-23266819**

Name of work: Maintenance and Painting of BWA Communication towers of Ahmedabad Asset

TENDER NO. : DI1RC23004

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Name of work: : Maintenance and Painting of BWA Communication towers of Ahmedabad Asset

PREAMBLE TO SCHEDULE OF PRICE

1. The bidder shall be deemed to have studied the Scope of work and area of work where works to be executed within the time schedule and to have acquainted himself of the conditions prevailing at site.
2. All the works, shall be carried out as per the technical specifications/Scope of work, and instructions of Engineer-in-charge and the prices are inclusive of periodic/routine servicing, maintenance & repair including spares etc. and guaranteeing as called for in the detailed scope of work & conditions for the Contract.

Note:

1. Prices to be filled in Price Bid format only. Bidder shall fill quoted offer in price bid format of respective area for which bid is submitted (As indicated in Bidder's Response Sheet).

PRICE BID FORMAT

Name of work: Maintenance and Painting of BWA Communication towers of Ahmedabad Asset

TENDER NO. DI1RC23004

I/We hereby agree to carry out the work as per item rate quote given in the Price Bid format.

ESTIMATED VALUE PUT TO TENDER: Rs. 1,69,92,844

PRICE BID FORMAT FOR THE WORK IS ATTACHED SEPARATELY UNDER “NOTES AND PRICE BID ATTACHMENTS” TAB OF ONGC’S E-BIDDING PORTAL . ITEM RATES FOR EACH ITEM S ARE TO BE FILLED BY THE BIDDER IN THE PRICE BID FORMAT ONLY, AS PER THE INSTRUCTIONS GIVEN IN THE PRICE BID FORMAT.

BIDDERS RESPONSE SHEET

Name of work: Maintenance and Painting of BWA Communication towers of Ahmedabad Asset.

TENDER NO. : DI1RC23004

Bidder Response Sheet (BRS) as part of Tender Document (in Excel Format) attached separately as Annexure V (A) along with Tender Document.

The Techno Commercial bid shall contain Bidders Response Sheet having all details but with the price column in the Bidders Response Sheet blanked out. Do not quote price in the Bidder Response Sheet, only put a tick mark or write quoted in rate & amount column to indicate that there is a quote against this item in the Priced Commercial bid. Offers with techno commercial bid containing prices shall be rejected outright.