



**TENDER DOCUMENT**

**for**

**Hiring of Tax Consultants for Pre-Audit Section and Project Finance  
of ONGC VIDESH LTD, NEW DELHI**

**TENDER NO.**

**OVL/DLH/CPS/FIN/Pre-audit/2026-28**

**ONGC VIDESH LIMITED NEW DELHI**

**ONGC VIDESH LIMITED**

Corporate Payment Section

3rd Floor, Pandit Deen Dayal Upadhyay Urja Bhawan  
5-B Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India  
Tel: +91-11-26753357, 3366

File No. OVL/DLH/CPS/FIN/Pre-audit/2026-28

Dated: 11.06.2026

**INVITATION TO BID**

**Subject: Hiring of Tax Consultants for Pre-Audit Section and Project Finance for ONGC VL, New Delhi**

To

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Email tenders under “**Two Bid System**” are invited for **Hiring of Tax Consultants for Pre-Audit Section and Project Finance**, in the prescribed bid forms and proforma enclosed with this bid document.

**The details of the tender are as under:**

1.	Tender Number	OVL/DLH/CPS/FIN/Pre-audit/2026-28
2.	Description of service	Hiring of Tax Consultants for Pre-Audit Section and Project Finance
3.	Quantum of job	Refer Scope of Work at <b>Annexure-III</b>
4.	Commencement of Services	With immediate effect from the date of issue of LOA (Letter of Award)
5.	Period of Service	Two year.
6.	Type of Tender	Limited Tender.
7.	Bidding system	Two Bid System
8.	Tender Closing date and time	On 15.06.2026 at 14:00 Hrs.(IST)
9.	Tender Opening date & time (techno-commercial bid)	On 15.06.2026 at 15:00 Hrs.(IST)
10.	Bid validity up to	90 days from the date of opening of techno-commercial Bid.
14.	Security Deposit	The successful bidder has to submit Security Deposit amounting to 10% of the Evaluated Annualized Awarded Contract value within 15 days from the date of LOA in the form of (a) Either Demand draft/Bankers Cheque drawn in favour of ONGC Videsh Limited and payable at New Delhi (b) Or in the form of Performance Bank Guarantee (PBG). In case of PBG, the same should be strictly as per the prescribed format of ONGC Videsh and valid for minimum 60 days beyond the contract period.
15.	Bid Submission address:	

	Name & Address of tender issuing/receiving officer	<p><b>The Priced bid, with subject “Price Bid”, shall contain only the prices duly filled in as per the price bid format.</b></p> <p>Office of Dy.General Manager (F&amp;A),CPS ONGC Videsh Limited, 3rd Floor, Deen Dayal Urja Bhawan 5-B Nelson Mandela Marg, Vasant Kunj, New Delhi -110070, India Tel: +91-11-26753357 Fax: +91-11-26129345-46</p>
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2.0 The tender will be governed by the followings:

- (i) “Instructions to Bidders” and “Model Contract and General Contract Conditions” provided at **Annexure-I** and **Annexure-II** respectively.
- (ii) Scope of Work provided at **Annexure-III**,
- (iii) Bid Evaluation Criteria (BEC) provided at **Annexure-IV**,
- (iv) Prescribed Bid forms provided in the tender/bid document.

3.0 The tender should be submitted in original manually signed by the authorized signatory of the bidder with office seal. Necessary letter of authorization or power of attorney to sign the bid should be submitted along with the tender.

4.0 Single **Bid System** shall be followed for this tender. Bid Evaluation Criteria at **Annexure –IV** of the Bidding Document shall be the basis for evaluation of tenders.

5.0 Tender documents have been issued to following bidders who have been short-listed based on the Pre-qualification Criteria (PQC):

Sl	Name of the Bidder
1	Susheel K Gupta & Co
2	Andros & Co
3	Agarwal Prakash & Co
4	Mehra Goel & Co
5	PAMS & Associates

Yours’ Sincerely,

For I/C Corporate Payment Section  
ONGC Videsh Limited, Delhi

# **ANNEXURE-I**

## **INSTRUCTIONS TO BIDDERS**

### **A: INTRODUCTION**

1. **ELIGIBILITY AND EXPERIENCE OF THE BIDDER:** As per the PQC.
2. **TENDER FEE:** Not applicable.
- 2.1 **Refund of tender fee:** Not applicable.
3. **TRANSFER OF BIDDING DOCUMENT:** The Bidding document is not transferable.
4. **COST OF BIDDING**

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

### **B: THE BIDDING DOCUMENT**

#### **5. CONTENT OF BIDDING DOCUMENTS**

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

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|---------------------|----------|--|
| <b>ANNEXURE I</b>   | <b>:</b> | <b>Instructions to Bidders</b> 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 5          | :        | Checklist  |
| Appendix 6          | :        | Proforma for Bidders past services (similar)                           |
| Appendix 7          | :        | Proforma of Authorization Letter for attending Tender Opening          |
| Appendix 8          | :        | Proforma of Certificate on Relatives of Directors                      |
| Appendix 9          | :        | Proforma for bid clarifications.                                       |
| <b>ANNEXURE II</b>  | <b>:</b> | <b>General Conditions of Contract (GCC)</b> with following appendices. |
| Appendix 1          | :        | Proforma of Performance Bond Bank Guarantee.                           |
| <b>ANNEXURE III</b> | <b>:</b> | Scope of work,   |
| Appendix 1          | :        | Price Bid Proforma.  |
| <b>ANNEXURE IV</b>  | <b>:</b> | Bid Evaluation Criteria.   |
|                     |          | Appendix 1 : BID Matrix  |

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/requirement may result in the rejection of its bid without seeking any clarifications.

6. Techno-commercial bids should be submitted in mails to ([tendercps2026\\_Unpriced@ongcvidesh.in](mailto:tendercps2026_Unpriced@ongcvidesh.in)). The Techno Commercial bid should be submitted in mail which shall have subject of "Techno Commercial bid" and contain all the details but with the price column of the **price bid format blanked out**. However a tick mark (√) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid.

## C. PREPARATION OF BIDS

### 7. LANGUAGE AND SIGNING OF BID

7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and ONGC Videsh 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, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 9 of Annexure-I. The prescribed proforma at Appendices of Annexure I, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

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

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

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

7.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC Videsh. 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.

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

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

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

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

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

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

## **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 Videsh has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible for ONGC Videsh 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 Videsh's terms, conditions and bid evaluation criteria of the tender. Bids not complying with ONGC Videsh's requirement may be rejected without seeking any clarification.

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

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

## **9.0 DOCUMENTS COMPRISING THE BID**

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

### **a) Price schedule.**

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

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

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

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

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

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

d) 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/ONGC Videsh debarring them from carrying on business dealings with ONGC/ONGC Videsh.

e) Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE)

and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder is registered with any of the aforesaid agencies.

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

## 10.0 PRICE SCHEDULE

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

### 10.2 Bid Prices

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

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

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

10.3 Deleted.

## 10.4 INCOME TAX LIABILITY

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

### 10.5 GST Liability:

The bidder will have to pay all GST liability, as applicable as per price schedule.

## 11.0 BID CURRENCIES

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

## 12.0 MODE OF PAYMENT

ONGC Videsh shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars:

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, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;

7. GST Registration Number (for supply of Services), as applicable.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments).”
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the “Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)”. If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence. MSEs should also disclose if they are owned or majority owned (more than 50%) by SC/ST entrepreneur.

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 Not used for this tender

#### 14.0 **VAGUE AND INDEFINITE EXPRESSIONS**

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

15.0 Not used for this tender

#### 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, ONGC Videsh 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 Videsh 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 units (and not their dealers/distributors) which are themselves registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from payment of Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the Services they intend to quote.

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

17.4 and 17.5 Not applicable of Bid Security.

17.6 Not applicable to this tender.

17.7 Not applicable to this tender.

17.8 Not applicable

**17.9 Offers with fax bid bonds**

Not Applicable. Bidder has to submit bid in email only.

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

18.1 Telex / Telegraphic / Telefax / Xerox / will not be considered. Original bids should be signed digitally/manually and attached to mail failing which they shall be rejected.

**D. SUBMISSION AND OPENING OF BIDS**

**19.0 SEALING AND MARKING OF BIDS.**

19.1 Not applicable to this tender.

19.2 Not applicable to this tender.

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

19.4.1 Not applicable to this tender.

19.4.2 Not applicable to this tender

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

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

**20.0 DEADLINE FOR SUBMISSION OF BIDS**

20.1 The Bid must be received by ONGC Videsh at the address specified in Invitation for Bids not later than 1400 Hrs (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 1400 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

**21.0 LATE BIDS**

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

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

**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 bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix- 7 hereto must be forwarded to this office alongwith bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

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

## **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.

### **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 Videsh 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 Videsh, 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 ONGC Videsh 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 ONGC Videsh 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/requirement indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

28.0 Deleted

29.0 Deleted

30. CONTACTING ONGC Videsh.

No bidder shall contact ONGC Videsh 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 VIDESH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

32.1 ONGC Videsh 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 Videsh's action. ONGC Videsh 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 Videsh will notify the successful bidder in writing that its bid has been accepted.

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

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

### **34.0 MOBILISATION PERIOD**

Successful bidder shall be required to commence services from the date of LOA (Letter of Award).

### **35.0 SIGNING OF CONTRACT**

35.1 The successful bidder is required to sign a *formal detailed* contract with ONGC Videsh within a maximum period of **30** days of date of LOA. Until the contract is signed, the LOA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of ONGC Videsh, 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 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 by ONGC Videsh, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided at Appendix 1 of Annexure-II of the bidding documents, or another form acceptable to ONGC Videsh.

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 Not applicable to this tender

37.2 All correspondence from Bidders/ contractor shall be made to the email @ ([tendercps2026\\_Unpriced@ongcvidesh.in](mailto:tendercps2026_Unpriced@ongcvidesh.in)) or ([tendercps2026\\_Priced@ongcvidesh.in](mailto:tendercps2026_Priced@ongcvidesh.in)).

37.3 Not applicable to this tender.

#### **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) i.e. **Shri C R Borikar, GM - Head Project Finance**, Ongc Videsh Ltd, 4<sup>th</sup> Floor, Deen Dayal Upadhyay Urja Bhawan, 5-B Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India.

#### **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 Videsh 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 Videsh 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 Videsh's Policy on Integrated QHSE & Risk Management Policy

Bidders should simply confirm that they have read ONGC Videsh's following "Policy on Integrated QHSE & Risk Management Policy".

#### INTEGRATED QHSE & RISK MANAGEMENT POLICY

1. We are committed to comply with all applicable Quality, Occupational Health, Safety, Security and Environmental legislations, regulations and other applicable requirements, wherever we operate and reside.
2. We are committed to stakeholders to conduct business in an economically, socially, environmentally sustainable manner that is transparent and ethical.
3. We are committed to prevention of pollution, injury & ill health and always be alert, equipped & ready to respond to emergencies, wherever we operate and reside.
4. We are committed to provide quality product & services.
5. We shall identify the risks associated with our business and address the risks involved on an ongoing basis as per Enterprise Risk Management System to achieve the business objectives.
6. We shall maintain the required processes and allocate necessary resources for effective QHSE & Risk Management.
7. We shall strive for continual improvement and shall encourage, motivate and promote employees, business partners and contractors for safe, healthy & sustainable work practices.

**BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA**

Dated:.....

ONGC Videsh Ltd.  
Corporate Payments Section  
3rd Floor, Deen Dayal Upadhyay Urja Bhawan  
5-B Nelson Mandela Marg, Vasant Kunj,  
New Delhi -110070, India

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Four Annexures (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of \_\_\_\_\_ against tender no. \_\_\_\_\_.

We have noted that the closing date for receipt of the tender by ONGC Videsh 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 Videsh and that the said documents are to be used only for the purpose intended by ONGC Videsh.

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

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

**EMAIL ADDRESS:**  
**FAX NO:**

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

Yours faithfully,  
**(BIDDER)**

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

**Appendix-2**

ONGC Videsh Ltd.  
Corporate Payments Section  
3rd Floor, Pandit Deen Dayal Upadhyay Urja Bhawan  
5-B Nelson Mandela Marg, Vasant Kunj,  
New Delhi -110070, India

Contractor's Postal Address:

Telephone No.

Fax No:

Email:

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till \_\_\_\_\_.
2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure IV and accepted the "General Terms and Conditions" at Annexure II for providing services and have thoroughly examined and complied with the specifications, drawings, Special Conditions of Contract and/or pattern stipulated at Annexure III hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following pages have been added to and form part of this tender: \_\_\_\_\_
4. Agreement at Appendix 3 on purchase of Bidding documents and submission of Tender has been duly signed and returned herewith.

Yours faithfully,

Signature of Bidder

Address

Dated

Signature of witness

Address

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

Not applicable to this tender.

Proforma of Bank Guarantee towards Bid Security  
(EMD)

Not applicable to this tender

**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. 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.
4. The bidders will give Bank Guarantee from any of the following categories of Banks:
  - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

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

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

**CHECK LIST**

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

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

**COMMERCIAL**

- 1 Not applicable to this tender
2. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?  
Yes No
3. Has the bidder's past experience proforma (Appendix-6) been carefully filled and enclosed with the offer ?  
Yes No
4. Whether firm prices have been quoted  
Yes No
5. Whether rates have been quoted exactly as per the price bid format?  
Yes No Not applicable
6. Whether the period of validity of the offer is as required in bidding document ? If not, mention the extent of variation.  
Yes No Extent of variation in days

**Signature of the Bidder**

7. 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              Company

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

Yes                      No

9. Whether the offer is being sent in double email (The Techno Commercial bid and Price Bid), both the mails subject mentioned as mentioned in BEC?

Yes                      No

10. Not applicable

Yes                      No

11. Not applicable to this tender

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

Yes                      No

13. 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

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

Yes                      No

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

Yes                      No

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

Yes                      No

**Signature of the Bidder**

**GROUP `B'**

**(Applicable to indigenous bidders only)**

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

Yes                      No-                      Not applicable

2. Whether details of your registration under GST/Central Sales Tax/Works Contract Tax/ Service Tax (as applicable) have been indicated in the offer?

Yes                      No

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

Yes                      No                      Not applicable

**(Signature of the Bidder)**

**Technical**

1. Whether necessary details/documents thereof has been attached with the offer?

Yes                      No

2. Whether the services being offered fully conform to the requirement?

Yes                      No

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

Yes                      No

**(Signature of the Bidder)**

BIDDERS PAST SERVICES (SIMILAR) PROFORMA

Deleted

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date \_\_\_\_\_

To,

ONGC Videsh Ltd.  
Commercial Department  
3rd Floor, Pandit Deen Dayal Upadhyay Urja Bhawan  
5-B Nelson Mandela Marg, Vasant Kunj,  
New Delhi -110070, India

**Subject: Tender No. \_\_\_\_\_ due on \_\_\_\_\_**

Sir,

Mr/Mrs..... 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)

**Copy to:** Mr/Mrs.....(authorized person) for  
information and for  
production before the tender opening officers of ONGC Videsh at the time of opening of bids.

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

This has reference to our proposed contract regarding \_\_\_\_\_ to be entered into with ONGC Videsh Ltd.

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

Authorized Signatory of  
The Contracting Party

Place...

Date...

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

ONGC Videsh expects the bidders to fully accept the terms and conditions of the bidding documents. However, Bid clarifications/changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma latest by 13.06.2026:

Clause No. of Bidding Document	Full compliance/ not agreed	Bid clarification/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**

# ANNEXURE - II

## MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this .....day of ...Two thousand and .... by and between ONGC VIDESH LIMITED, a Company registered under the Companies Act 1956, having its registered office at ..... (hereinafter referred to as “ONGC Videsh” which expression shall include its successors, administrators, executors and assignees) on the one part and M/s ....., a partnership firm registered under the Partnership 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 ONGC Videsh is desirous of ..... (description of services) for carrying out ONGC Videsh’s operations conforming to specifications as set forth in the Scope of Work at Annexure-.....of this tender document.

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

And Whereas ONGC Videsh's has accepted the bid of the CONTRACTOR and has placed Letter 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 Videsh and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

#### 1.2 ONGC Videsh:

Shall mean ONGC VIDESH 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 Videsh for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

#### 1.4 ONGC VIDESH’S REPRESENTATIVE

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

#### 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 Videsh and shall include its authorized representatives, successors and permitted assignees.

**1.6 SUB-CONTRACT:**

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of ONGC Videsh 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 Videsh.

**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 Videsh as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.9 CONTRACT PRICE**

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

**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:** Not applicable for this tender

**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 commencement of services as per Scope of Work.

**1.13 DEMOBILISATION:**

Shall mean the removal of all deployed personnel mobilized to the site(s) of ONGC Videsh and handover of all ONGC Videsh's documents. The date and time of removal of deployed personnel and handing over of all ONGC Videsh's documents shall be treated as the date and time of demobilization.

**1.14 DRAWINGS:**

Shall mean and include all sketches, general arrangements/ graphical representations etc. related to the CONTRACT together with modification and revision thereto.

**1.15 SCOPE OF WORK:**

Shall mean and include detailed description, statements/reports / data, performance characteristics, and work standards (Indian as well as International) as applicable and as specified in the ANEEXURE-III of the Tender Document.

**1.16 INSPECTORS:**

Shall mean any person or outside Agency nominated by ONGC Videsh to inspect work and services, if any, in the CONTRACT stage wise 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 Videsh or their representative in CONTRACT to ascertain quality, workmanship, performance and efficiency of services thereof.

**1.18 FACILITY:**

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

**1.19 THIRD PARTY**

Shall mean any group, ONGC Videsh, 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 Videsh or their representative in respect of all documents, procedures, 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.

**2.0 SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, Services to be performed as specified in Annexure III to this tender document.

**3.0 DURATION OF THE CONTRACT:**

This CONTRACT shall remain valid for a period of one years from ..... (the date and time of commencement). The Contractor should complete all the tasks/activities assigned by ONGC Videsh during this period.

**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 well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

**4.1 ONGC VIDESH LIMITED**

For CONTRACT related communication

The Head Commercial

.....

.....

.....

FAX:.....

For Service Matters, reports and payments

The Dy General Manager (F&A)

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

FAX:.....

#### 4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

Fax:.....

### 5.0 DUTIES AND POWER /AUTHORITY :

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

- (i) Overall supervision, co-ordination and management.
- (ii) Proper utilisation of resources and services.
- (iii) Monitoring of performance and progress.
- (iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative 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 personnel deployed, 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 in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the ONGC Videsh's representative without which no claim will be entertained by the ONGC Videsh.

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 Videsh'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 Videsh's representative/inspector in the manner required by them for supervision/inspection/observation of work, 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 Videsh 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 Services and/or commercial aspects, including time schedules, shall be considered valid only when accepted in writing by ONGC Videsh by issuing amendment to the **CONTRACT**. ONGC Videsh shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of **CONTRACT**, invoice 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 Videsh, 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.

## **6.5 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 audit program to be furnished by the ONGC Videsh which may be amended from time to time by reasonable modifications as ONGC Videsh sees fit.

## **7.0 REMUNERATION AND TERMS OF PAYMENT**

7.1 ONGC Videsh shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (Annexure-.....), as per the price Schedule accepted and certified by ONGC Videsh representative. 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 , Dy General Manager(F&A) ONGC Videsh Ltd, 3<sup>rd</sup> Floor, Deendayal Urja Bhavan, 5 Nelson Mandela Marg, New Delhi 110070.

7.3 Invoices with original supporting documents duly countersigned by the ONGC Videsh's representative wherever applicable will be submitted, as per Special Conditions of contract attached with Annexure ....., by the CONTRACTOR to ONGC Videsh and payment shall be made within 21 (twenty one) days from the date of receipt of invoice at the above office.

ONGC Videsh shall make payments only through electronic payment mechanism (viz. NEFT/RTGS/ECS). For receiving payment through NEFT/RTGS, the bank/branch in which the Contractor is having account and intends to have payment should be either NEFT enabled bank or SBI branch with core banking facility.

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

1) Along with first invoice:

Following documents / details should be invariably furnished along with the first invoice:

- a) Copy of valid registration certificate under the GST rules.
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in a format provided by ONGC Videsh in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- c) Undertaking by the contractor regarding compliance of all statutes.
- d) Certificate by the contractor stating that labour have been paid not less than minimum wages. (As applicable)
- e) Mobile No. (Optional).
- f) e-mail ID.
- g) Details / statement showing cost of services, GST etc. as per clause 8.3.1 below (along with details of disclosure as per clause 21.7)

2) Periodical payment:

- a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST registration number, Service Classification, Rate and amount of Service Tax shown separately).
- b) Details of statutory payments like EPF and ESI (as per clause 7.6.1 below), etc., (As applicable).
- c) Undertaking by the contractor regarding compliance of all statutes.
- d) Certificate by the contractor stating that labour have been paid not less than minimum wages. (As applicable)
- e) Timesheet/Statement of persons travelled on chargeable basis (Recoverable), if applicable.
- f) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.
- g) Details / statement showing cost of services, GST etc. as per clause 8.3.1 below (along with details of disclosure as per clause 21.7)

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

7.5 In the event of any dispute in a portion or whole of any invoice, the ONGC Videsh 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 Videsh's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the ONGC Videsh to question the allowability under this Agreement of any amounts claimed therein, provided ONGC Videsh, 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 Videsh 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 Videsh and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

7.6.1 Details of statutory payments like EPF and ESI etc.

Wherever applicable, the Contractor (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and amendments issued thereof, if any and follow the relevant statutory provisions including Rules made there-under concerning contractual workers. The contractor shall be required to submit the following documents/details to the ONGC Videsh:

(i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the ONGC Videsh from the official website of EPFO (<http://www.epfindia.gov.in>).

(ii) (A) Copy of the online challan endorsed / stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(B) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(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 Videsh is free to inform the PF/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 Videsh.

ONGC Videsh 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 (i.e. Payment Making Authority) in the ONGC Videsh, 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 ONGC Videsh 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) Fulfillment of conditions at (i) on EPF and (ii) on ESI mentioned below:

(i) Information sought in above clause pertaining to only EPF shall not be required to be submitted in those contracts wherein the contractor has employed only those of his employees whose pay exceeds Rs. 6500/- per month thereby they are covered under the definition of "Excluded Employee". 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 to Rs. 6500/- per month or they have been treated as "Excluded Employee".

(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 of his employees whose pay exceeds Rs. 15000/- per month as in terms of the current provisions of the ESI Act, 1948 an employee whose monthly pay exceeds Rs. 15000/- 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. 15000/- per month. Further, ESI Act, 1948 is applicable only in areas where it has been made applicable by Gazette Notification in this regard. (In the areas of ONGC Videsh operation, the ESI Act is currently applicable in all areas except the NE States. However, the Act is applicable in Guwahati. 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 Videsh for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

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

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 ONGC Videsh. ONGC Videsh 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 ONGC Videsh, 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, customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the ONGC Videsh 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.

**8.4 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 ONGC Videsh 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 Videsh 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.

## 8.6 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 ONGC Videsh 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 ONGC Videsh to improve their performance failing which the ONGC Videsh may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days' written notice.

## 10.0 PERFORMANCE BOND:-

The CONTRACTOR shall furnish to the ONGC Videsh within 15 days from the date of Letter of Award (LOA), security deposit in the form of a Bank draft or an irrevocable Bank Guarantee (as per the proforma enclosed at Appendix-I of this Annexure II) for the amount and period specified in the bid document/ Letter of Award, towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in respect of any amount due from the CONTRACTOR to the ONGC Videsh, the ONGC Videsh 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 ONGC Videsh on demand.

## 11.0 IMPORT AND IMPORT CLEARANCE:-

Deleted.

## 12.0 DISCIPLINE:-

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international 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 ONGC Videsh governing the operations. Should ONGC Videsh feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to ONGC Videsh's interest, the ONGC Videsh 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 7 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 Videsh shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

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

In all contracts involving deployment of Contractor's manpower within ONGC Videsh's premises, the Contractor shall submit the following documents to ONGC Videsh 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 Videsh. 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. SECRECY:-**

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by ONGC Videsh, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation/ work and not required by the ONGC Videsh. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

**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:-**

CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover any risk assumed by the CONTRACTOR under this CONTRACT. ONGC Videsh will have no liability on this account.

**17. INDEMNITY AGREEMENT:**

**17.1 INDEMNITY BY CONTRACTOR:**

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified ONGC Videsh, 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, 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 ONGC Videsh); 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-contractors 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 sub-contractors or sub-contractor's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of ONGC Videsh); 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 sub-contractors or sub-contractor's personnel.

## 17.2 INDEMNITY BY ONGC Videsh :

Unless otherwise specified elsewhere in this CONTRACT, ONGC Videsh shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. Sub-CONTRACTORS 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 ONGC Videsh (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 ONGC Videsh ; and
- b) any loss or damage to :
  - i) any property owned, hired or supplied by ONGC Videsh (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 ONGC Videsh.

## 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 Videsh has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT. However, the Contractor shall ensure that any task or activities assigned during the validity period of the contract by ONGC Videsh is completed.

### 18.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in Annexure II.

### 18.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator 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 Videsh 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 Videsh considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the ONGC Videsh shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The ONGC Videsh 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 Videsh.

### 18.5 Termination for delay in mobilization

Successful bidder shall be required to mobilise resources for commencement of services from the date of LOA. If the CONTRACTOR (successful bidder) fails to commence services as above, ONGC Videsh 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 Videsh to pay shall be limited to the period up to 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 Videsh 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 Videsh against any type of tender nor their offer will be considered by ONGC Videsh against any ongoing tender(s) where contract between ONGC Videsh 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 Videsh 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 Videsh shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

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

- (a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower so as to commence the services as per scope of work immediately from the date of LOA.
- (b) If the CONTRACTOR fails to mobilize and deploy the required manpower and/or fails to commence the services as specified in sub clause (a) above, ONGC Videsh 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 as specified in sub clause (a) above, it may request ONGC Videsh for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, ONGC Videsh 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 annualized 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 Videsh 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 date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the ONGC Videsh subject to the production of documentary

proof to the satisfaction of the ONGC Videsh 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 ONGC Videsh.

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 date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the ONGC Videsh, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

21.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / input) after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of ONGC Videsh.

21.4 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) 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 net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date will be to ONGC Videsh'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, ONGC Videsh 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, ONGC Videsh 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 ONGC Videsh 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, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

21.7 In order to ascertain the net impact of the revisions / enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to ONGC Videsh:

- (i) Details of each of the input services used in relation to providing service to ONGC Videsh including estimated monthly value of input service and GST amount.
- (ii) Details of Inputs (material/consumable) used/required for providing service to ONGC Videsh including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

**22. LIABILITY OF THE GOVERNMENT OF INDIA AND ONGC:**

It is expressly understood and agreed by and between the CONTRACTOR and ONGC Videsh that ONGC Videsh 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 or ONGC is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that ONGC Videsh 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 Videsh is not an agent, representative or delegate of the Govt. of India or ONGC. 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 and ONGC arising out of this CONTRACT and covenants not to the Govt. of India and ONGC 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 the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

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

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ONGC Videsh shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

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

**24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC VIDESH**

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

**25. Not used for this tender**

**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 with firms other than Public Sector Enterprises)**

Except as otherwise provided elsewhere in the contract, 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 shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of the arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing authority</b>
Up to Rs. 50 lakhs	Sole Arbitrator to be appointed from a panel of retired officers from ONGC Videsh/other PSU/Non-PSU organizations.	ONGC Videsh [Note: ONGC Videsh will forward a list containing names of five retired officers from ONGC Videsh/other PSU/Non-PSU organizations for selecting one from the list who will be appointed as sole arbitrator by ONGC Videsh]
Above Rs. 50 lakhs to Rs.5 crores	Sole Arbitrator to be appointed from a panel of retired Jurists	ONGC Videsh [Note: ONGC Videsh 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 Videsh]
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. ONGC Videsh will appoint its arbitrator from the panel of jurists.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause, including the fees schedule provided herein. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of ONGC Videsh and/or is a retired officer of ONGC Videsh / any other PSU. However, neither party shall appoint its serving employee as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter	Period for making and publishing of the award (counted
------------------------------	--

Claims (excluding interest)	from the date of first meeting of the arbitrators):
Up to Rs. 5 crores	Within 8 months
Above Rs. 5 crores	Within 12 months

The above time limit can be extended by the arbitrator(s), for reasons to be recorded in writing, with the consent of the parties.

8. Arbitrators shall be paid fees at the following rates:

<b>Amount of Claims and Counter Claims (excluding interest)</b>	<b>Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) payable to each arbitrator (to be shared equally by the parties)</b>
Upto Rs 50 lakhs	Rs. 10,000 per meeting subject to a ceiling of Rs. 1,00,000/-.
Above Rs 50 lakhs to Rs 1 crore	Rs. 1,35,000/- plus Rs. 1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.
Above Rs. 1 crore and upto Rs. 5 Crores	Rs. 2,25,000/- plus Rs. 33,750 per crore or a part there of subject to a ceiling of Rs. 3,60,000/-.
Above Rs. 5 crores and upto Rs. 10 crores.	Rs. 3,60,000/- plus Rs. 22,500/- per crore or a part there of subject to a ceiling of Rs. 4,72,500/-.
Above Rs. 10 crores	Rs. 4,72,500 plus Rs. 18,000/- per crore or part thereof subject to a ceiling of Rs. 15,00,000/-.

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.
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall pay its share of arbitrator's fees in stages as under:

- (i) 20% of the fees on filing of reply to the statement of claim.
- (ii) 40% of the fees on completion of pleadings.
- (iii) 20% of the fees on conclusion of the final hearing.
- (iv) 20% at the time when award is given to the parties.

11. 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 Videsh shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

12. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this

clause.

**27.2 ARBITRATION (Applicable in case of contract on Public Sector Enterprises)**

In the event of any dispute or difference relating to, arising from or connected with the CONTRACT, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

**27.3 Resolution of disputes through conciliation by OEC**

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 MD, ONGC Videsh as provided hereunder:

- a. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b. MD, ONGC Videsh shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by ONGC Videsh who shall together be referred to as OEC (Outside Experts Committee).
- c. 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 in any further proceeding.
- d. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- e. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g. The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

- h. The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
- views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
  - admissions made by the other party in the course of the OEC proceedings;
  - proposals made by the OEC;
  - the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- i. The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- j. OEC members shall be entitled for the following fees and facilities:

Sl. No	Fees/ Facility	Entitlement	To be paid by
1.	Fees	Rs. 10,000 per meeting subject to maximum of Rs. 1,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC recommendations.	Claimant
2.	Additional Fee for attending meeting to authenticate the settlement agreement	Rs. 10,000/-.	Claimant
3.	Transportation in the city of the meeting	Luxury car or Rs. 1,500 per day.	Claimant
4.	Venue for meeting	ONGC Videsh conference rooms/Hotels	ONGC Videsh
<b>Facilities to be provided to the out -stationed member</b>			
5.	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.	Claimant
6.	Transport to and fro airport / railway station in the city of residence	Luxury car or Rs. 2,000/-.	Claimant
7.	Stay for out stationed members	5 Star Hotel.	ONGC Videsh
8.	Transport in the city of meeting	Luxury car or Rs. 1500 per day.	Claimant

k. 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.

l. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

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 Videsh.

31.0 **PATENT INDEMNITY**

31.1. The CONTRACTOR shall indemnify and hold harmless the ONGC Videsh 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 ONGC Videsh 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 on the date of the Contract.

31.2. If any proceedings are brought or any claim is made against the ONGC Videsh arising out of the activities/assignments undertaken as per Scope of Work of the Contract, ONGC Videsh shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the ONGC Videsh'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 ONGC Videsh within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the ONGC Videsh shall be free to conduct the same on its own behalf.

31.4. The ONGC Videsh 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 ONGC Videsh 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 ONGC Videsh.

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 ONGC Videsh 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 ONGC Videsh. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

**33.0 Not Applicable**

**34.0 INTEGRITY PACT:**

Not applicable.

**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 Videsh) 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 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.

**Proforma of Bank Guarantee towards Performance Security (Security Deposit)**

**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_  
Dated \_\_\_\_\_

To,  
ONGC Videsh Ltd.

\_\_\_\_\_

India

Dear Sirs,

1. In consideration of ONGC Videsh Ltd., incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as

'ONGC Videsh', 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 Videsh having agreed that the CONTRACTOR shall furnish to ONGC Videsh a performance guarantee for Indian Rupees ..... 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 (in figures) (Indian Rupees (in words) without any demur reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC Videsh 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 Videsh 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 Videsh 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 Videsh may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC Videsh 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 Videsh 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 Videsh or any indulgence by ONGC Videsh 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 Videsh under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC Videsh 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 Videsh or that of the CONTRACTOR.

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

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

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

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

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

WITNESS NO. 1

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

-----  
(Signature)  
Full name, designation and  
address (in legible letters) with Bank stamp  
Attorney as per power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

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

## **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

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 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.

## **ANNEXURE-III: Scope of Work**

### **Hiring of Tax Consultants for CPS and Project Finance for Issue of Form 146 (earlier 15CB), ECB for FEMA / IT Act compliances etc.**

ONGC Videsh Limited (OVL) is a wholly owned subsidiary of Oil and Natural Gas Corporation Limited and is involved in the business of exploration & production of hydrocarbons including acquiring interests in overseas oil & gas blocks. OVL is having its registered office at Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India. OVL is seeking quotes from competent & experienced consultants for the direct tax & FEMA related work detailed hereafter.

The consultant shall provide accounting and tax advisory services encompassing the following scope of work:

#### **Scope of Work:**

1. Issuing Form 146 (earlier Form 15CB) as per Income Tax law of India within 2 working days of collecting the requisite documents. Form 146 (earlier Form 15CB) must be issued electronically/uploaded on the income tax department's portal and/or made available in such other format or manner as may be required under applicable law & regulations.
2. Issuing Form ECB/ECB-2, as per FEMA Compliance, Certificates within 2 working days of collecting the requisite documents.
3. The Consultant is required to collect requisite documents from the registered office of OVL on the same day or next working day following the day on which the requirement is intimated to it.
4. The Consultant is required to submit an undertaking while accepting the work order to maintain utmost secrecy of any information/documents provided to it by OVL and to not share any information/document with any third party without OVL's prior written consent.
5. A dedicated helpdesk/contact person along with email id and contact number is to be provided by the consultant who should be available between 9 AM to 8 PM on all working days and also on any other day and at other times in case of any urgent requirement.

The volume of work mentioned under Price Format is indicative only and is not to be construed as a commitment of minimum volumes or any cap thereon.

**- End of Part-B of Scope of Work -**

## Appendix -I of ANNEXURE-III: PRICE BID FORMAT

### Scope of Work (Issuing Form 146 (earlier Form 15CB)/ECB Certificates):

Sl	Name of Services	Tentative Volume of work per year (nos.)	Unit Rate in Rs. (excluding GST)	Evaluated Annual Contract in Rs. (excluding GST)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E = C x D</i>
1	Issuing Form 146 (earlier Form 15CB) Certificates	150		
2	Issuing Form ECB/ECB-2-Reporting of actual transactions of External Commercial Borrowings (ECB) under FEMA	120		
GST @ _____ on the Evaluated Annual Contract Value (Rs.)			<i>(F)</i>	
Evaluated Annual Contract Value including GST (Rs.)			<i>(E+F)</i>	

#### **Note:**

- 1 Volume of work mentioned above is indicative only.
- 2 Payments will be released strictly as per actual volume of work.
- 3 There is not any guarantee of minimum work/payment.
- 4 Payment will be made on monthly basis w.r.t. the work completed during the month.
- 5 Unit Rate mentioned above is inclusive of all charges including out of pocket expenses also.
- 6 All taxes, other than GST which is to be quoted separately in above format, are to be borne by the contractor.
- 7 TDS, as applicable, shall be deducted and TDS Certificate, as per Income Tax Act, will be given.

**Signature of the authorized signatory and seal of the company**

# ANNEXURE-IV

## **BID EVALUATION CRITERIA**

### **A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS:**

Bidders are advised not to take any exception/deviations to the bid document. The exception/deviations along with suggested changes, if any, are to be communicated to ONGC Videsh within the date specified in the bid document. ONGC Videsh after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.

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

### **B. REJECTION CRITERIA:**

#### **B.1 Technical rejection criteria**

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

1.0 Bid should be complete and covering the entire scope of job / supply and should conform to the scope of work indicted in the bid documents, duly supported with documents wherever required. Incomplete and non-conforming bids will be rejected outright.

#### **B.2 Commercial rejection criteria**

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

1.0 Bid-should be submitted by the bidder who has been issued bid document by ONGC Videsh. Bid document is non-transferable. Unsolicited bids will not be considered.

2.0 Bid should be submitted in Two Bid system in two separate mails to ([tendercps2026\\_Unpriced@ongcvidesh.in](mailto:tendercps2026_Unpriced@ongcvidesh.in)) and ([tendercps2026\\_Priced@ongcvidesh.in](mailto:tendercps2026_Priced@ongcvidesh.in)). The Techno commercial bid should be submitted in one mail which shall have subject of “Techno Commercial bid” sent to [tendercps2026\\_Unpriced@ongcvidesh.in](mailto:tendercps2026_Unpriced@ongcvidesh.in) and contain all the details but with the price column of the price bid format blanked out. However a tick mark (√) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid, in a separate mail with subject “Price Bid” sent to [tendercps2026\\_Priced@ongcvidesh.in](mailto:tendercps2026_Priced@ongcvidesh.in), shall contain only the prices duly filled in as per the price bid format.

3.0 Offers with techno commercial bid containing prices shall be rejected outright.

- 3.1 The offer of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid may be straightaway rejected.
- 4.0 Acceptance of terms & conditions:
- The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure II**, Special Conditions of Contract at **Annexure III** and Instruction to Bidders at **Annexure I**.
- 5.0 Offers of following kinds will be rejected.
- 5.1 Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
- 5.2 Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- 5.3 Offers which do not conform to ONGC Videsh's price bid format.
- 5.4 Offers which do not confirm to the commencement date indicated in the bid.
- 5.5 Offers which do not confirm to the contract period indicated in the bid
- 5.6 Offers not accompanied with a copy of valid registration certificate under GST Rules or an undertaking for submission of copy of requisite GST registration certificate along with the first invoice under the contract.
- 5.7 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 Videsh or ONGC or any other authority debarring, them from carrying on business dealings with ONGC Videsh.
- 5.8 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.
- 5.9 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. Evaluation of bids:

Price evaluation of the techno-commercially acceptable bidder will be carried out separately for the Scope of Work based on the: "Evaluated Annual Contract Value".

- a) For Scope of Work (Provision of Form 146 (earlier 15 CB Certificates): Contract will be awarded to the bidder quoting the lowest "Evaluated Annual Contract Value."

2. Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and ONGC would not undertake any responsibility whatsoever in this regard.

3. Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST, description of Service as per GST description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable.
4. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES REGISTERED WITH DISTRICT INDUSTRY CENTERS OR KHADI AND VILLAGE INDUSTRIES COMMISSION OR KHADI AND VILLAGE INDUSTRIES BOARD OR COIR BOARD OR NATIONAL SMALL INDUSTRIES CORPORATION OR DIRECTORATE OF HANDICRAFTS AND HANDLOOM OR ANY OTHER BODY SPECIFIED BY MINISTRY OF MSME.

In case participating MSEs quote price within price band of L1+15% such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifies for 15% purchase performance, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying 15% purchase preference.

**D. 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 Videsh Ltd., and that the contractor may suffer summary termination of contract / disqualification in case of violation.

**BID MATRIX**

BEC Clause No.	BEC Description	Bidder's Compliance (Confirmed/ Not confirmed)
<b>A.</b>	<p>Bidders are advised not to take any exception/deviations to the bid document. The exceptions/ deviations along with suggested changes, if any, are to be communicated to ONGC Videsh within the date specified in the bid document. ONGC Videsh after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, ONGC Videsh may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</p>	
<b>B.1</b>	<b>Technical Rejection Criteria:</b>	
1.0	Bid should be complete and covering the entire scope of job/ supply and should conform to the scope of work indicated in the bid documents, duly supported with documents wherever required. Incomplete and non-conforming bids will be rejected outright.	
<b>B.2</b>	<b>Commercial Rejection Criteria:</b>	
1.0	Bid should be submitted by the bidder who has been issued bid document by ONGC Videsh. Bid document is non-transferable. Unsolicited bids will not be considered.	
2.0	Bid should be submitted in Two Bid system in two separate mails to ( <a href="mailto:tendercps2026_Unpriced@ongcvidesh.in">tendercps2026_Unpriced@ongcvidesh.in</a> ) and ( <a href="mailto:tendercps2026_Priced@ongcvidesh.in">tendercps2026_Priced@ongcvidesh.in</a> ). The Techno Commercial bid should be submitted in one mail which shall have subject of “ Techno Commercial bid” and contain all the details but with the price column of the price bid format blanked out. However a tick mark (v) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid, in a separate mail with subject “Price Bid”, shall contain only the prices duly filled in as per the price	
3.0	Bidders indicating/disclosing prices with techno commercial bid may be rejected Outright.	
4.0	Acceptance of terms & conditions: The bidder must confirm unconditional acceptance of General Conditions of Contract at <b>Annexure II</b> , Special Conditions of Contract at <b>Annexure III</b> and Instruction to Bidders at <b>Annexure I</b> .	
5.0	Offers of following kinds will be rejected:	
5.1	Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.	

BEC Clause No.	BEC Description	Bidder's Compliance (Confirmed/ Not confirmed)
5.2	Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.	
5.3	Offers which do not conform to ONGC Videsh's price bid format.	
5.4	Offers which do not confirm to the commencement date indicated in the bid.	
5.5	Offers which do not confirm to the contract period indicated in the bid.	
5.6	Offers not accompanied with a copy of valid registration certificate under GST Rules or an undertaking for submission of copy of requisite gst registration certificate along with the first invoice under the contract.	
5.7	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 Videsh or ONGC or any other authority debarring them from carrying on business dealings with ONGC Videsh	
5.8	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.	
5.9	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.	
<b>C.</b>	<b>Price Evaluation Criteria</b>	
1.0	Evaluation of bids: Price evaluation of the techno-commercially acceptable bidder will be carried out separately for the Scope of Work based on the "Evaluated Annual Contract Value"	
	(A) For Scope of Work (Provision of Form 146 ( 15 CB) Certificates): • Contract will be awarded to the bidder quoting the lowest "Evaluated Annual Contract Value."	
	(B) For the Scope of Work (Form ECB/ECB2 etc): Contract will be awarded to the bidder quoting the lowest "Evaluated Annual Contract Value."	
2.0	Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and ONGC would not undertake any responsibility whatsoever in this regard.	
3.0	Accordingly, bidders 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) along with all other taxes and duties applicable. Details of abatements / deductions	

BEC Clause No.	BEC Description	Bidder's Compliance (Confirmed/ Not confirmed)
	available, if any, should also be indicated specifically.	
4.0	PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES REGISTERED WITH DISTRICT INDUSTRY CENTERS OR KHADI AND VILLAGE INDUSTRIES COMMISSION OR KHADI AND VILLAGE INDUSTRIES BOARD OR COIR BOARD OR NATIONAL SMALL INDUSTRIES CORPORATION OR DIRECTORATE OF HANDICRAFTS AND HANDLOOM OR ANY OTHER BODY SPECIFIED BY MINISTRY OF MSME	
	In case participating MSEs quote price within price band of L1+15% such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifies for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying 15% purchase preference.	
<b>D</b>	<b>General</b>	
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.	

Signature and seal of bidder

End of Tender Document