

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Ongc Videsh Limited
संगठन का नाम/Organisation Name	Ongc Videsh Limited
कार्यालय का नाम/Office Name	Corporate Office, New Delhi
वस्तु श्रेणी /Item Category	Financial Advisory Services - Offsite; Tax Advisory
अनुबंध अवधि /Contract Period	3 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	33000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

GM(M)

Corporate Office, New Delhi, ONGC VIDESH Limited, ONGC VIDESH Limited, Ministry of Petroleum and Natural Gas (Swaroop Kumar Ekula)

**UIN Number NCTGC2415P**

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Price format - [1770720813.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

Scope of work to be uploaded by buyer:[1770720826.pdf](https://www.icaai.org/~/media/Files/2022/07/1770720826.pdf)

## Financial Advisory Services - Offsite; Tax Advisory ( 1 )

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Deployment Location	Offsite
Category of financial advisory service	Tax Advisory
Sub-category of Financial Advisory Services	Filing GST , Filing TDS , Filing Income Tax Returns , Tax Litigation Strategy , Support for Tax Assessment , Advance Tax Computation
Financial Advisory Reports	Yes
Frequency of Progress Report	Monthly
Type of Professional/Resources required	Chartered accountant , Tax expert , GST expert
Qualification of Professional/Resources required	Graduate / Post-Graduate in finance , CA , ICWA
Certification of Professional/Resources required	Master's in Business Finance (by ICAI)
Total Experience of Professionals / Resources (In years)	5 - 7 Years
<b>एडऑन /Addon(s)</b>	
Post Financial Advisory Support	NA

### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Swaroop Kumar Ekula	110070,Tower B, Pandit Deendayal Upadhyaya Urja Bhawan, Plot No. 5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, SOUTH DELHI, 110070	Project / Lumpsum Based	N/A

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### 3. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

ONGC VIDESH ROVUMA LIMITED

Account No.

38510009058

IFSC Code

SBIN0017313

Bank Name

STATE BANK OF INDIA

Branch address

CAG II NEW DELHI

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **Bid Evaluation Criteria (BEC)**

Sl.no	Technical BEC

2.1	<p>a) Bidder must have office in Delhi/NCR and the team members identified for ONGC Videsh's assignment should be located in Delhi/NCR.</p> <p>b) The Bidder or its member firm must have employed a minimum of 10 qualified direct professionals on full-time basis in India and the engagement leader should be located in Delhi/NCR.</p> <p>c) Additionally, at least 1 (one) minimum qualified professional who have experience of providing services to Oil &amp; Gas companies not less than 5 years.</p> <p>In respect of this criteria, Bidder should submit (a) GST Registration Certificate evidencing existence of office in Delhi/NCR, and (b) list of qualified professionals</p>
2.2	<p>a) Bidder or its member firm must have minimum 5 (five) years of experience in the field of compliances of Direct &amp; Indirect Taxes, as applicable in India, of and Oil &amp; Gas Company, filing of Income Tax Return and various forms of an Oil &amp; Gas Company, GST audit of Oil &amp; Gas Company or its unit.</p> <p>In respect of this criteria, Bidder should submit (a) copies of respective contracts (confidential portion may be redacted, if required) and documentary evidence in respect of satisfactory execution of each of those contracts in the form of any of the documents (indicating respective contract number and type of service) such as (i) satisfactory completion/performance report (OR) (ii) proof of release of performance security after completion of the contract (OR) (iii) proof of settlement/release of final payment against the contract (OR) (iv) any other documentary evidence which can substantiate the satisfactory execution of each of the contracts cited above for the services as per scope of work.</p>
2.3	<p>a) Bidder or its member firm must have minimum average annual turnover of Rs. 1.00 Crore during the last three financial years.</p> <p>In respect of this criteria, Copies of annual reports/audited financials (relevant extracts) of last 3 years of each client(s) to whom services are claimed to have been provided in support of sales revenues of such client(s)."</p>

The above proposed Technical BEC may be adopted in the instant tender.

### 3) Price Evaluation Criteria:

1.0 Evaluation of bids: -

1.1 The bids shall be compared on the total value i.e "Total Fee Including GST" calculated as per price format.

1.2 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled closing date of submission of Bids and ONGC V

idesh would not undertake any responsibility whatsoever in this regard.

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), Service Accounting Code, along with all other taxes and duties applicable.

Bidder should note that for Part-I of the SoW, contract award/ billing/ payment will be done by ONGC Videsh/OVRL, New Delhi.

In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST and also provisions of change in law will not apply.

GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices.

The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC Videsh/OVRL by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

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

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

- 1.4 PURCHASE PREFERENCE POLICY (IES):** Tendered services in instant case are not-split table. Hence contract will be awarded to one bidder only.

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

In case participating MSEs quote price within price band of L1+15%, such MSE shall be awarded contract for 100% quantity of respective item by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

- 1.4.2 Bidders to comply Revised 'Public Procurement {Preference to Make in India} (PP-MII), Order 2017" dated 19.07.2024 issued by Department for Promotion of Industry and Internal Trade, Government of India (as amended from time to time) applicable in this tender** (read with MoPNG O.M. No. FP20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 & 26.03.2024, 20013/2/2017-FP-PNGPart(I) (E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024 (as amended))

### 1.4.3. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

## **Scope of Work**

**Service Type:** Direct and Indirect Tax Consultancy services for ONGC VIDESH ROVUMA LIMITED, India (100% wholly owned subsidiary of ONGC Videsh Limited)

Brief scope of work including but not limited to the following

All compliances and e-filings related to Direct and Indirect Taxes including GST, Income tax, etc. applicable in India from time to time.

- Preparation, submission, uploading, and e-filings of Monthly, Quarterly and Annual forms / returns for above.
- Advising on any updates, circulars, clarifications related to direct and Indirect taxes and implication of same on OVRL.
- Follow up related to any forms, returns, with the authorities of direct and indirect taxes.
- TDS / TCS compliances under direct and indirect taxes.
- Assistance for maintenance of all the relevant and related records/documentation for the above return/filings.

**Note:** Period of Engagement is for three Years

### **Additional scope of work**

- Tax Audit Review (Form 3CA & 3CD) for FY 2025-26, 2026-27 & 2027-28
- Transfer Pricing Audit for FY 2025-26, 2026-27 & 2027-28

**Model Contract**  
&  
**General Contract Conditions**

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

**BID BOND**

Ref. No.....

Bank Guarantee No.....

Dated .....

To,

OVL/OVRL.

Dear Sirs,

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

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

and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

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

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

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

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

Beneficiary Account Name	
Bank Name	
Branch	
Branch Code	
Bank Account No	
IFSC Code	
SWIFT Code	
Account Type	

- 1) Beneficiary Account Name:
- 2) Bank Name: State Bank of India
- 3) Bank Account Number.:.....

4) IFSC Code:

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

Through State Bank of India Nostro Account:

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

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

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

<p>WITNESS NO. 1</p> <p>----- (Signature)</p> <p>Full name and official address (in legible letters)</p>		<p>----- (Signature)</p> <p>Full name, designation and official address (in legible letters) with Bank stamp.</p> <p style="text-align: right;">Attorney as per Power of Attorney No..... Dated .....</p>
<p>WITNESS NO. 2</p> <p>----- (Signature)</p> <p>Full name and official address (in legible letters)</p>		

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to ..... (insert the address of the tender inviting work centre) only
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer
- (iii) Witness signature and Witness details shall not be required in e-BG. Official address, Bank stamp etc. shall also not be required in case of e- BG.

## INSTRUCTIONS FOR FURNISHING ELECTRONIC BANK GUARANTEE TOWARDS BID SECURITY

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

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

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

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

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

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

OR

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

OR

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

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

(i)	PAN	AAACO1230F
(ii)	Name	ONGC VIDESH LIMITED
(iii)	Date of Incorporation	05.03.1965
(iv)	Email ID	<u>Parv_jain@ongcvidesh.in</u>
(v)	Contact No.	8291281634
(vi)	Legal Constitution	Entity

(vii)	Registered office address	Deendayal Urja Bhawan, ONGC Videsh Rovuma Limited Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(viii)	Registered office address Pin code	110070
(ix)	Communication address	Deendayal Urja Bhawan, ONGC Videsh Rovuma Limited 4 <sup>th</sup> Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(x)	Communication Address Pin code	110070
(xi)	PAN	AACCO9214B
(xii)	Name	ONGC Videsh Rovuma Limited
(xiii)	Date of Incorporation	15.04.2019
(xiv)	Email ID	kcs_rao@ongcvidesh.in
(xv)	Contact No.	9445005709
(xvi)	Legal Constitution	Entity
(xvii)	Registered office address	Deendayal Urja Bhawan, ONGC Videsh Rovuma Limited 4 <sup>th</sup> Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(xviii)	Registered office address Pin code	110070
(xix)	Communication address	Deendayal Urja Bhawan, ONGC Videsh Rovuma Limited 4 <sup>th</sup> Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(xx)	Communication Address Pin code	110070

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

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

Ref. No.....

**Insurance Surety Bond No.....**

Dated .....

To,

ONGC Videsh Rovuma Limited

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

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

2. We (**name of Indian Insurance Company**) \_\_\_\_\_, registered under the laws of **India** having head/registered office at \_\_\_\_\_ **and registered with Insurance Regulatory and Development Authority of India(IRDAI)** (hereinafter referred to as

**"the Insurer"** which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by OVL/OVRL, the amount of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without OVL/OVRL having to substantiate the demand. Any such demand made by OVL/OVRL shall be conclusive and binding on the **Insurer** and the Insurer shall immediately remit the amount to OVL/OVRL in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The **Insurer** confirms that this **Insurance Surety Bond** has been issued with observance of appropriate laws of the country of issue **i.e. India**.

4. The **Insurer** also agree that this **Insurance Surety Bond** shall be unconditional and irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where NIT has been invited.

5. This **Insurance Surety Bond** shall be unconditional and irrevocable and shall remain in force upto \_\_\_\_\_ which includes Forty Five days after the period of bid validity and any demand/claim in respect thereof should reach the **Insurer (through email or registered post or speed post or courier)** on or before \_\_\_\_\_ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this **Insurance surety Bond**).

6. Notwithstanding anything contained hereinabove, our liability under this **Insurance Surety Bond** is limited to Indian Rs (in figures) \_\_\_\_\_ (Indian Rupees/~~US Dollars~~ (in words) \_\_\_\_\_ only) and this Insurance Surety Bond shall remain in force until ..... (indicate the date of expiry of **Insurance Surety Bond**)

7. All Claims of OVL/OVRL (beneficiary) against this **Insurance Surety Bond**, shall be remitted by the .....(**Insurer's** name to be inserted) to the following account of OVL/OVRL only through electronic transfer of funds, unless otherwise specifically communicated by OVL/OVRL:

- 5) Beneficiary Account Name: ONGC Videsh td
- 6) Bank Name: State Bank of India
- 7) Bank Account Number:.....

8) IFSC Code:

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

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

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

		----- (Signature)
		Full name, designation and official address (in legible letters) with <b>Insurer's</b> stamp.
		Dated .....

**Note:**

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

(v) **Insurance Surety Bond**, duly executed as per the above format, is to be enclosed with the offer.

**INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS BID SECURITY**

- 1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).**
  
- 2. The Insurance Surety Bond by Indian Bidders will be given on non- judicial stamp paper/e- stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.**
  
- 4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/ Bid Bond in Indian Currency only.**
  
- 5. 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.**
  
- 6. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.**
  
- 7. A letter from the issuing Insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.**
  
- 8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond**

1	<b>Insurance Surety Bond No</b>	:					
2	<b>Date of execution of Insurance Surety Bond</b>	:					
3	<b>Expiry date of Insurance Surety bond</b>	:					
4	<b>Expiry date of claim period of Insurance Surety</b>						
5	<b>Vendor Name / Vendor Code</b>	:	<table border="1"> <tr> <td><b>Name</b></td> <td></td> </tr> <tr> <td><b>Vendor Code</b></td> <td></td> </tr> </table>	<b>Name</b>		<b>Vendor Code</b>	
<b>Name</b>							
<b>Vendor Code</b>							

6	<b>Insurance Surety Bond Amount</b>	:	
7	<b>Tender No</b>	:	
8	<b>Nature of Insurance Surety Bond</b>	:	<b>Earnest Money Deposit</b>
9	<b>Insurer Details</b>	<b>A Insurer Name</b>	:
		<b>A Address</b>	:
		<b>B Email Id</b>	:
		<b>C Phone No</b>	:

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

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

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

1. That \_\_\_\_\_ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (Name of tender).
2. That I \_\_\_\_\_ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.
3. That ..... (Name of the Bidder/Firm) has read, understood and accepts the OVL/OVRL's Policy for Banning/provisional Suspension of Business dealings with erring Firms as available at OVL/OVRL portals <https://tenders.OVL/OVRL.co.in> and <https://OVL/OVRLIndia.com>.
4. That .... (Name of the Bidder/Firm) hereby accepts the OVL/OVRL's Policy for Banning/provisional Suspension of Business dealings with erring Firms, without any demur, protest, reservations and agree to be bound by the said Policy.
5. That ..... (Name of the Bidder/Firm) hereby agrees that in the event of Bidder/Firm is banned under the *OVL/OVRL's Policy for Banning/provisional Suspension of Business dealings with erring Firms* then in such case the banning order shall also be applicable upon its *allied concern(s), partner(s) or associate(s) or director(s) or proprietor(s) involved in any capacity.*

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

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

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

1. That I \_\_\_\_\_ is a *Bidder/Authorized signatory of Bidder*, and being duly authorized, I furnish this undertaking on behalf of Bidder/Firm.
2. That \_\_\_\_\_ (*Name of the Bidder/Firm*) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (*Name of tender*).
3. That ..... (*Name of the Bidder/Firm*) hereby undertakes as under:
  - i. That neither the Bidder/Firm itself, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving Banning order issued by OVL/OVRL debaring them from carrying on business dealings with OVL/OVRL.
  - ii. That Bidder/Firm is not eligible to submit its bid in the tender of OVL/OVRL, directly or indirectly with any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Banning order of business dealings with OVL/OVRL.
4. I disclose the following allied concern(s), partner, or associate(s) or director (s) or proprietor(s) involved in any capacity in terms of the definition of allied Firms given in "Policy for Banning/provisional Suspension of Business dealings with erring Firms":

Sl No.	Name	Address	PAN No. (if allotted)	GST No. (if allotted)	Vendor code in OVL/OVRL (if available)

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

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

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

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

1. That I \_\_\_\_\_ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.
2. That \_\_\_\_\_ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (Name of tender)
3. That ..... (Name of the Bidder/Firm) hereby undertakes as under:
  - i. That the Bidder/Firm is not currently serving Suspension order of business dealings with OVL/OVRL, pending enquiry of banning process business.
  - ii. Firm is not eligible to submit its bid in the tender of OVL/OVRL, directly or indirectly through any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Suspension order of business dealings with OVL/OVRL, pending enquiry of banning process.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

## **MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS**

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

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

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

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

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

### **1. DEFINITIONS:**

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

#### **1.1 CONTRACT**

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

## **1.2 CORPORATION/OVL/OVRL:**

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

## **1.3 SITE**

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

## **1.4 CORPORATION'S SITE REPRESENTATIVE/ENGINEER**

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

## **1.5 CONTRACTOR:**

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

## **1.6 SUB-CONTRACT:**

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

## **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 OVL/OVRL as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

## **1.9 CONTRACTPRICE**

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

#### 1.8 **DAY**

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

#### 1.9 **EQUIPMENT/MATERIALS/GOODS:**

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

#### 1.10 **WORKS / OPERATIONS:**

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

#### 1.11 **GUARANTEE:**

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

#### 1.12 **MOBILISATION:**

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

#### 1.13 **DEMOBILISATION:**

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

#### 1.14 **DRAWINGS:**

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

#### 1.15 **SPECIFICATIONS:**

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

**1.16 INSPECTORS:**

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

**1.17 TESTS:**

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

**1.18 FACILITY:**

Shall mean all property of the OVL/OVRL owned or hired by OVL/OVRL.

**1.19 THIRD PARTY**

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

**1.20 APPROVAL:**

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

**1.21 SINGULAR/ PLURAL WORDS:**

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

**1.22 GROSS NEGLIGENCE**

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

#### 1.23 **WILLFUL MISCONDUCT**

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

#### 1.24 **GST LEGISLATIONS:**

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

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

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

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

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

This CONTRACT shall remain valid for a period of 03 years from date of commencement of contract.

#### 4.0 **NOTICES AND ADDRESSES:**

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

##### 4.1 **ONGC VIDESH TD**

For CONTRACT related communication

The Head Commercial

.....  
.....  
.....  
FAX:.....

For operations, reports and payments

The General Manager(            )

.....  
.....  
.....  
FAX:.....

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

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

#### 5.0 DUTIES AND POWER /AUTHORITY :

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

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

comments of the OVL/OVRL's representative/engineer without which no claim will be entertained by the OVL/OVRL.

#### 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 OVL/OVRL'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 OVL/OVRL's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

### 6. CONTRACT DOCUMENT :

#### 6.1 **Governing language:**

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

#### 6.2 **Entire Agreement :**

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

#### 6.3 **Modification in CONTRACT:**

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

#### 6.4 **Sub-contracting:**

- (a) Sub-contracting shall not be allowed for Project management and at least one of the main activities as specified in the Bid Evaluation Criteria, which shall be decided by the Indentor / NTA (for CPD cases). All the remaining activities can be subcontracted with intimation to OVL/OVRL for administrative purposes.
- (b) If any work is subcontracted, overall I responsibility of the subcontracted work and supervision thereof shall be the sole responsibility of Main contractor. Compliance to all mandatory/statutory requirements including safety related activities shall be the sole responsibility of the main contractor
- (c) The contractor shall not be allowed to subcontract the whole of the Works on back-to-back basis.
- (d) Subcontracting/subletting any part of the work to following types of vendors is not allowed:
  - i) Subcontracting to a vendor/bidder who participated in the same tender.
  - ii) Subcontracting to the approved subcontractor of another bidder who participated in the same tender.

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

## **6.5 Waivers and amendments :**

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

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

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

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

7.3 Invoices with original supporting documents duly countersigned by the CORPORATION's representative/ engineer wherever applicable will be submitted .....( indicate the periodicity) by the CONTRACTOR to CORPORATION and payment shall be made within 10 calendar days from the date of receipt of invoice at the above office.

## 2. Deleted

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

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

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

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

***(An indicative list of documents is given below. Tender Committee should deliberate on the same and select the appropriate documents as applicable for the respective case and incorporate the same***

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

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

a) ~~–deleted–~~

b) ~~–deleted–~~

c) ~~–deleted–~~

d) ~~–deleted–~~

e) Insurance policies (As applicable).

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

2) Payment of Mobilization Charges:

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

b) Insurance policies (As applicable).

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

c) ~~–deleted–~~

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

e) ~~–deleted–~~

3) Periodical / Monthly payment:

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

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

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

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

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

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

4) Payment towards Indian Agent Commission (IAC):

- a) Invoice of IAC (stamped pre-receipted bill)
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- c) Copy of payment advice (if applicable) against which IAC is claimed.
- d) e-mail ID.

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

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

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

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

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

#### **7.6 OVL/OVRL's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the Corporation to question the allowability under this Agreement of any amounts claimed therein, provided OVL/OVRL, 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 OVL/OVRL so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

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

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

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

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

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

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

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

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

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

- (i) Copy of PF-ECR along with copy of the digitally signed PDF data sheet of the ECR , as proof of payment, each month. Details of this PF-ECR Challan and PDF data sheet shall be verified by the appropriate authority in OVL/OVRL from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (A) Copy of ESI-ECR duly stamped by the designated Bank, along with copy of the digitally signed PDF data sheet, as proof of payment towards monthly remittance of ESI contribution each month.

(B) – Deleted -

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

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

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

Note: Conditions for applicability of above provisions

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

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

OR

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

OR

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

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

'Excluded employee' means --

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

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

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

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

The commission/ fee/ remuneration of the Indian agent/ consultant/ representative/ retainer/associate will be paid within 15 days of the payment of first invoice made to the CONTRACTOR provided installation/commissioning of equipment by such agent/ consultant/ representative/ retainer/ associate is not involved. In such cases, the amount of commission/fee/remuneration will be deducted by OVL/OVRL from payment of first invoice of the CONTRACTOR and paid to the Indian agent/consultant/ representative/ retainer/ associate in non-convertible Indian rupees at the closing currency exchange rate as applicable on the

day prior to the price bid/revised price bid (if any) opening as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

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

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

## **8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING :**

### **8.1 CLAIMS:-**

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

### **8.2 NOTICE OF CLAIMS:-**

CONTRACTOR or CORPORATION, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or

compromise any such claim or proceeding without the other's written consent.

### 8.3 TAXES:-

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

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

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

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

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

### 8.3.1 - Deleted –

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

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

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

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

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

shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

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

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

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

**CUSTOMS DUTY:** - (applicable for Charter hire services using Contractor's capital equipment like rigs/equipments/tools etc. and for non-PEL/ML areas where Customs Duty is payable). –

## 8.5 CORPORATE TAXES:

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

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

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

8.5.3 A non-resident Contractor i.e., a Contractor who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has the option to obtain on its own either (A) a Certificate u/s. 195(3) of the Income Tax Act, 1961, or (B) a

Certificate u/s. 197 of the Income Tax Act, 1961, and furnish the said Certificate u/s. 195(3) or the Certificate u/s.197, as the case may be, to OVL/OVRL along with each of its Invoices. In case the non resident Contractor wishes to exercise this option, it should convey the same in writing to OVL/OVRL at the time of signing the Contract and an option so exercised shall be final and cannot be changed during the currency of this Contract. In case an option is so exercised, OVL/OVRL shall deduct tax at source in accordance with the directions contained in the Certificate u/s. 195(3) or the Certificate u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

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

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

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

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

8.5.6. If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to OVL/OVRL within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of \_\_\_\_\_ (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to OVL/OVRL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier. Contractor should note that any delay in submission of TRC, Form No. 10F and/or PE information within the specified time may lead to the Income Tax Department directing OVL/OVRL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

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

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

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

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

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

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

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

“Notes in respect of Tax Residency Certificate”,

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

contract. In case the validity of a TRC and Form No. 10F expires during the currency of the contract, fresh valid TRC(s) and Form No. 10F should be submitted by the supplier/contractor for the remaining part of the currency of the contract.

#### **8.6 PERSONNEL TAXES:-**

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

#### **9.0 PERFORMANCE:-**

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

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

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

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

Insurance Surety Bond) shall be obliged to pay the amount to the CORPORATION on demand.

a# Subject to credit in OVL/OVRL's account within prescribed time

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

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

\* SFMS BG:

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

- a) Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank as allowed by OVL/OVRL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to OVL/OVRL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards Performance Security along with SFMS delivery report /message copy which has been transmitted to OVL/OVRL's bank by BG issuing bank through SFMS system.
- b) The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
- c) The original SFMS BG in physical form towards Performance Security (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. OVL/OVRL's bank) should reach to the designated OVL/OVRL office on or before due date.
- d) SFMS BG will not be acceptable unless details of the same is transmitted to the OVL/OVRL's Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including

Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc..

- e) In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, bidder/contractor shall be responsible for the non-acceptance of the same.
- f) For any amendment of SFMS BG, message 767COV through SFMS should be used.

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

# Subject to credit in OVL/OVRL's account within prescribed time

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

#### **11.0 IMPORT AND IMPORT CLEARANCE:-**

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

#### **12.0 DISCIPLINE:-**

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

CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of \_\_\_\_\_ 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 OVL/OVRL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

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

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

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

In all contracts involving deployment of Contractor's manpower within OVL/OVRL's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to OVL/OVRL 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 OVL/OVRL. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports

should be obtained from that area where the person(s) has/ have stayed earlier.

#### 14. **Confidentiality Clause:**

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

"Confidential Information" shall not include information that:

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

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

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

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

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

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

7. Contractor acknowledges and agrees that it is aware (and that its representatives acknowledge and agree) that the Confidential Information being disclosed by OVL/OVRL or its representatives may be 'unpublished price sensitive

information' as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Insider Trading Regulations"). Contractor agrees that Contractor or any of its representative or affiliates shall not trade in the securities of OVL/OVRL while Contractor is in possession of the Confidential Information, other than in compliance with provisions of the Insider Trading Regulations.

#### 15. **STATUTORY REQUIREMENTS:-**

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

#### 16. **INSURANCE:-**

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

[Above policy, wherever applicable, shall be submitted by the contractor at the time of mobilization with its validity for the entire contract period. However in case insurance for entire contract period is not issued by insurance company as per their company policy, wherever the policy validity is expiring before the contract period, the policy with extended validity is to be taken and submitted by the Contractor to OVL/OVRL (Indentor from OVL/OVRL to verify compliance) for continuity of Insurance policy without break before expiry of insurance ( e.g., if policy is expiring in June, then extended policy to be submitted in June itself before its expiry)]

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

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

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

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

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

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

D) Deductible:-

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

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

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

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

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

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

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

**17. INDEMNITY AGREEMENT:**

**17.1 INDEMNITY BY CONTRACTOR:**

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

a) personal injury, illness or death of :

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

#### **17.2 INDEMNITY BY CORPORATION :**

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

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

- ii) Subject to clause 17.1 (b) (I) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of CORPORATION.

## **18. TERMINATION**

### 18.1 Termination on expiry of the CONTRACT

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

### 18.2 Termination on account of force majeure

OVL/OVRL shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause \_\_\_\_\_

### 18.3 Termination on account of insolvency

In the event the CONTRACTOR at any time during the term of this Agreement, gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof), or, is declared as bankrupt/insolvent or gets admitted to any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, or makes a voluntary assignment of its assets for the benefit of creditors, then OVL/OVRL 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 OVL/OVRL considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the OVL/OVRL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The OVL/OVRL 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 OVL/OVRL.

### 18.5 Termination for delay in mobilisation

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

NOA. If the CONTRACTOR (successful bidder) fails to mobilise as above, OVL/OVRL 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 OVL/OVRL to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

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

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

- (a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments so as to commence the services at the specified site (s) within a maximum of days as stipulated in scope of work.
- (b) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the services within the period specified in sub clause (a) above, OVL/OVRL shall have, without prejudice to any other right or remedy in law or contract including sub clause (c) below, the right to terminate the contract.
- (c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request OVL/OVRL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OVL/OVRL may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2 % of annual contract value, for each week of delay or part thereof, subject to a maximum of 10% of the annual contract value.
- (d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OVL/OVRL on account of delay on the part of the CONTRACTOR and

the said amount will be payable without proof of actual loss or damage caused by such delay.

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

(f) Deleted

19.1 In contracts where mobilization notice for tools / chemicals / goods / services / facilities etc. is dependent on mobilization/availability of main service/equipment (e.g. Rigs) being hired through other contracts, following provisions are applicable:

In the event of a delay in the deployment of the main service/ equipment (e.g., rigs), OVL/OVRL reserves the right to defer the mobilization of dependent tools, chemicals, goods, services, or facilities etc. by a suitable period, based on the prevailing circumstances. A notice period of 30 days shall be served to the Contractor for such deferment of mobilization period.

Furthermore, if the Contractor offers the mobilization of tools, chemicals, goods, services, or facilities etc. prior to the availability of the main service/equipment or before the scheduled (or rescheduled) mobilization date, OVL/OVRL reserves the right to defer the on-hire survey/inspection (or any other activity which completes mobilization) until the main service/equipment becomes available or until the final date of the scheduled (or rescheduled) mobilization, whichever is earlier.

## 20. **SEVERABILITY:**

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

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

## 21. **CHANGE IN LAW:**

21.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in increase in rate of taxes and duties on the supply of services to OVL/OVRL under the CONTRACT (other than personnel and Corporate

taxes), the CONTRACTOR shall be indemnified for any such increased taxes and duties by the CORPORATION subject to the production of documentary proof to the satisfaction of the CORPORATION to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by CORPORATION.

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

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

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

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

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

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

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

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

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

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

## **23. FORCE MAJEURE:**

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, riots, Fire and Acts, Rules and Regulations of respective government of the two parties namely OVL/OVRL and the Contractor, directly affecting the performance of the Contract. An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations

under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit not later than 14 days after its occurrence and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

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

#### **24. EMPLOYMENT BY FIRMS TO OFFICIALS OF OVL/OVRL**

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

#### **25. PREFERENCE TO LOCAL COMPANIES:-**

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

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

#### **26. JURISDICTION AND APPLICABLE LAW:-**

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

compromise or excuse for the ignorance of the Indian legal system in any way.

## **27 Dispute Resolution Mechanism (Applicable for Domestic Procurement)**

### **27.1 Notice of Dispute and Amicable Settlement**

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

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

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

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

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

### **27.2 Mediation/Conciliation**

**27.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC)**

**27.2.1.1** If any dispute between the parties, of or above the value of Rs. 10 lakh, is not resolved within 60 days of receipt of Notice of Dispute, the concerned party may request the other party to refer the said dispute(s) for settlement through mediation / conciliation through an Outside Expert Council (**OEC**) as per the extant OVL/OVRL's Guidelines on the subject.

**27.2.1.2** The concerned party shall submit its request for mediation / conciliation on the '**Mediation Portal**' created by OVL/OVRL at <https://oec.OVL/OVRL.co.in>. The procedure and timelines to be followed for the mediation process shall be in accordance with the 'Manual on Mediation through Outside Expert Council' (including any changes thereto) available / uploaded on the aforesaid Mediation Portal.

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

**27.3.1** The provisions under Clause 27.3 of the Contract shall be applicable only for disputes with a claim amount of more than Rs. 25 lakh and less than Rs. 10 crore. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 10 crore only.

**27.3.2** In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 27.1 and 27.2 above, either party may, subject to the provision under Clause 27.3.1 above, refer the said dispute for resolution through Arbitration under the administration of 'India International Arbitration Centre' ("**IIAC**"), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("**IIAC Regulations**") for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.

**27.3.3** The Arbitration shall be conducted by an Arbitral Tribunal consisting of:

(i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the Chairman, IAC, in accordance with the IAC Regulations. It is clarified that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and

(ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators comprised of Retired Judges. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator in accordance with the IAC Regulations.

Any arbitrator appointed under sub-clauses (i) and (ii) above that is not a member of the panel of arbitrators maintained by IAC shall submit a declaration to abide by and conduct the arbitration proceedings in accordance with the IAC Regulations.

**27.3.4** The seat of Arbitration shall be at Delhi.

**27.3.5** Parties further agree that following matters shall not be referred to Arbitration:-

- i. Any claim, difference or dispute relating to, connected with or arising out of OVL/OVRL's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
- ii. Any claim, difference or dispute relating to, connected with or arising out of OVL/OVRL's decision under the provisions of Integrity Pact executed between OVL/OVRL and the Bidder / Contractor;
- iii. Any dispute pertaining to insolvency and bankruptcy, property laws.

**27.3.6** The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.

**27.4** **Dispute resolution (*in case of disputes between Govt. entities/public sector enterprises*) through AMRCD**

**27.4.1** The provision under Clause 27.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (**CPSEs**) and Government Department(s)/Organizations(s).

**27.4.2** Before referring any dispute for adjudication through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties undertake to make all efforts in good faith to resolve their differences/disputes amicably amongst themselves, through respective Internal Committees consisting of authorized officers of each party. If such dispute or difference cannot be resolved mutually between the parties, the same may be referred to the AMRCD. [In this regard, OVL/OVRL has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably].

**27.4.3** Subject to the provision under 27.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.

**27.5 Adjudication by Courts**

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

**Clause 27: Dispute Resolution Mechanism – (Applicable for International competitive bidding (ICB ))**

**27.1 Notice of Dispute and Amicable Settlement**

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

- 27.1.2** After receipt of a Notice of Dispute under Clause 27.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.
- 27.1.3** Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.
- 27.1.4** Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or *pendente-lite* interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.
- 27.1.5** In case the parties fail to amicably resolve the disputes between them within **60 days** of receipt of Notice of Dispute sent under Clause 27.1.1 above, the following provisions of Clause 27 mentioned below, as applicable, shall follow.
- 27.2 Mediation/Conciliation**
- 27.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC)**
- 27.2.1** If any dispute between the parties, of or above the value of Rs. 10 lakh, is not resolved within 60 days of receipt of Notice of Dispute, the concerned party may request the other party to refer the said dispute(s) for settlement through mediation / conciliation through an Outside Expert Council (**OEC**) as per the extant OVL/OVRL's Guidelines on the subject.
- 27.2.1.2** The concerned party shall submit its request for mediation / conciliation on the '**Mediation Portal**' created by OVL/OVRL at <https://oec.OVL/OVRL.co.in>. The procedure and timelines to be followed for the mediation process shall be in accordance with the 'Manual on Mediation through Outside Expert Council' (including any changes thereto) available / uploaded on the aforesaid Mediation Portal.
- 27.3 Arbitration (*not applicable in case of disputes between public sector enterprises*)**
- 27.3.1** The provisions under Clause 27.3 of the Contract shall be applicable only for disputes with a claim amount of more than Rs.

25 lakh and less than Rs. 100 crore. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 100 crore only.

**27.3.2** In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 27.1 and 27.2 above, either party may, subject to the provision under Clause 27.3.1 above, refer the said dispute for resolution through Arbitration under the administration of 'India International Arbitration Centre' ("**IIAC**"), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("**IIAC Regulations**") for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.

**27.3.3** The Arbitration shall be conducted by an Arbitral Tribunal consisting of:

(i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the Chairman, IIAC, in accordance with the IIAC Regulations. It is clarified that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and

(ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators comprised of Retired Judges. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator in accordance with the IIAC Regulations.

Any arbitrator appointed under sub-clauses (i) and (ii) above that is not a member of the panel of arbitrators maintained by IIAC shall submit a declaration to abide by and conduct the arbitration proceedings in accordance with the IIAC Regulations.

**27.3.4** The seat of Arbitration shall be at Delhi.

**27.3.5** Parties further agree that following matters shall not be referred to Arbitration:-

- i. Any claim, difference or dispute relating to, connected with or arising out of OVL/OVRL's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
- ii. Any claim, difference or dispute relating to, connected with or arising out of OVL/OVRL's decision under the provisions of Integrity Pact executed between OVL/OVRL and the Bidder / Contractor;
- iii. Any dispute pertaining to insolvency and bankruptcy, property laws.

**27.3.6** The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.

**27.4** **Dispute resolution (in case of disputes between Govt. entities/public sector enterprises) through AMRCD**

**27.4.1** The provision under Clause 27.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) and Government Department(s)/Organizations(s).

**27.4.2** Before referring any dispute for adjudication through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties undertake to make all efforts in good faith to resolve their differences/disputes amicably amongst themselves, through respective Internal Committees consisting of authorized officers of each party. If such dispute or difference cannot be resolved mutually between the parties, the same may be referred to the AMRCD. [In this regard, OVL/OVRL has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably].

**27.4.3** Subject to the provision under 27.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.

**27.5** **Adjudication by Courts**

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

**28. CONTINUANCE OF THE CONTRACT: -**

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

## **29. INTERPRETATION: -**

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

## **30.0 ENTIRE AGREEMENT: -**

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

## **31.0 PATENT INDEMNITY**

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

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

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

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

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

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

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

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

#### **32.0 INDEPENDENT CONTRACTOR STATUS:**

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

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

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

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

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

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

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

#### **35.0 Limitation of Liability**

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

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

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

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

#### **36. Submission of forged documents:**

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

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

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

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

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

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

1. Shri Vijay Kumar Singh, IPS (Retd.) (dated 27.07.2023)  
([vijaysinghs10@gmail.com](mailto:vijaysinghs10@gmail.com))
2. Sh. Arvinda Kumar, IPS(Retd.), Former Vigilance Commissioner  
([arvindak@gmail.com](mailto:arvindak@gmail.com)) (dated 22.01.2025)
3. Smt. Seema Bahuguna, Retd. IAS, Former Secretary DPE  
([bahugunaseema@gmail.com](mailto:bahugunaseema@gmail.com)) (dated 14.10.2025)

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

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

Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on Buyers (i.e. OVL/OVRL's) credit rating by discounting MSMEs trade receivables through an auction mechanism where multiple financiers can participate and bid, OVL/OVRL has registered itself on TReDS platform with M/s RXIL, M/s MYND Solution (M1Xchange), M/s A TREDS Ltd. (Invoice Mart) and C2FO (C2treds). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided OVL/OVRL is also participating in such TReDS Platform as a Buyer. Such exchanges with participation of OVL/OVRL will be notified from time to time. Currently the exchanges are M/s RXIL, M/s MYND Solution (M1Xchange), M/s A TREDS Ltd. (Invoice Mart) and C2FO (C2treds).

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

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

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

Note:

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

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

(Circular No. 39 dated 28.08.2020)

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

**~~39. APPLICABLE FOR DEVELOPMENT ORDERS~~** (Applicable for Oil Field Services):

**40. 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms':** OVL/OVRL's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' as available at OVL/OVRL portals <https://tenders.OVL/OVRL.co.in> and <https://OVL/OVRLIndia.com>, is applicable for Banning /provisional suspension of firms. The action as per aforesaid policy shall be taken against the firm/bidder/supplier/contractor in case of breach/default/transgression as stipulated in the policy.

**41. 'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 issued by Department for Promotion of Industry and Internal Trade, GoI (as amended from time to time) :**

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

(E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024 (as amended))

**(Work Centre to attach relevant ITB clause with PO/Contract, wherever required)**

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

**43. Preference to interns trained in OVL/OVRL under Prime Minister Internship Scheme (PMIS) (applicable for contracts where hiring of Personnel is involved):**

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

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

**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 Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at \_\_\_\_\_ (hereinafter referred to as 'OVL/OVRL', 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 OVL/OVRL having agreed that the CONTRACTOR shall furnish to OVL/OVRL a performance guarantee for Indian Rupees/US\$ ..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OVL/OVRL 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 OVL/OVRL 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 OVL/OVRL 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 OVL/OVRL may have in relation to the CONTRACTOR's liabilities.

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

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

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

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

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

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

Beneficiary Account Name	
Bank Name	
Branch	
Branch Code	
Bank Account No	
IFSC Code	
SWIFT Code	
Account Type	

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

- 1) Beneficiary Account Name: ONGC Videsh td
- 2) Bank Name: State Bank of India
- 3) Bank Account Number:.....

IFSC Code

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

Through State Bank of India Nostro Account:

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

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

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

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to ..... (insert the address of the tender inviting work centre) only.
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer
- (iii) Witness signature and Witness details shall not be required in e-BG. Official address, Bank stamp etc. shall also not be required in case of e- BG.

## INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Electronic Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 120 days (for foreign bidders) / 90 days (for Indian bidders) to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. The bidders will give Electronic Bank Guarantee(e-BG) / SFMS Bank Guarantee(SFMS BG) from any of the following categories of Banks:
  - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.  
OR
  - (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.  
OR
  - (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of OVL/OVRL (Beneficiary) are as under:

(xxi)	PAN	
(xxii)	Name	
(xxiii)	Date of Incorporation	
(xxiv)	Email ID	
(xxv)	Contact No.	
(xxvi)	Legal Constitution	
(xxvii)	Registered office address	
(xxviii)	Registered office address Pin code	

(xxix)	Communication address	
(xxx)	Communication Address Pin code	

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

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

**Appendix – 1A**

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

Ref. No. \_\_\_\_\_

**Insurance Surety Bond No** \_\_\_\_\_

Dated \_\_\_\_\_

To,

Oil & Natural Gas Corporation

\_\_\_\_\_

\_\_\_\_\_

India

Dear Sirs,

1. In consideration of ONGC Videsh Limited, incorporated under the Companies Act, 1956, having its Registered Office at Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at \_\_\_\_\_ (hereinafter referred to as 'OVL/OVRL', 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 OVL/OVRL having agreed that the Contractor shall furnish to OVL/OVRL a performance guarantee (**Unconditional Insurance Surety Bond**) for Indian Rupees/US\$..... for the faithful performance of the entire contract.

2. We (**name of Indian Insurance Company**) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ **and registered with Insurance Regulatory and Development Authority of India(IRDAI)** (hereinafter referred to as "**the Insurer**", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (**through email or registered post or speed post or courier**) any /all moneys to the extent of Indian Rs.-(in figures) \_\_\_\_\_ (Indian Rupees(in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by OVL/OVRL on the

**Insurer** by serving a written notice shall be conclusive and binding, without any proof, on the **Insurer** as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (**Insurance Surety**) herein contained shall be **unconditional and irrevocable** and shall continue to be enforceable until it is discharged by OVL/OVRL in writing. This guarantee (**Insurance Surety**) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the **Insurer**.

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

4. The **Insurer** further agrees that OVL/OVRL 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 OVL/OVRL 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 OVL/OVRL or any indulgence by OVL/OVRL to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

- 1) Beneficiary Account Name: ONGC Videsh td
- 2) Bank Name: State Bank of India
- 3) Bank Account Number:.....
- 4) IFSC Code:.....

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

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

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

-----  
(Signature)

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

Dated .....

**Note:**

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

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

- 1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).**
- 2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the Contractor. Insurance Surety Bond is not applicable for Foreign Bidders.**
- 4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Performance Security/ Security Deposit in Indian Currency only.**
- 5. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days (for Indian bidders) to the contract completion date, unless otherwise specified in the bidding documents.**
- 6. The expiry of claim period as mentioned in clause 11 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.**
- 7. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.**
- 8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond**

10	<b>Insurance Surety Bond No</b>	:	
11	<b>Date of execution of Insurance Surety Bond</b>	:	
12	<b>Expiry date of Insurance Surety bond</b>	:	
13	<b>Expiry date of claim period of Insurance Surety</b>		
14	<b>Vendor Name / Vendor Code</b>	:	<b>Name</b>

			<b>Vendor Code</b>	
15	<b>Insurance Surety Bond Amount</b>	:		
16	<b>Tender No</b>	:		
17	<b>Nature of Insurance Surety Bond</b>	:	<b>Earnest Money Deposit</b>	
18	<b>Insurer Details</b>			
		<b>A Insurer Name</b>	:	
		<b>A Address</b>	:	
		<b>B Email Id</b>	:	
		<b>C Phone No</b>	:	

## **BUYER SPECIFIC ATC**

1. Bidder shall be required to indicate OVL's Vendor code in the bid. The bidders, who do not have OVL's Vendor code, will require to submit following documents for creation of vendor code:
  - I. Company/ Firm registration copy,
  - II. GST registration copy,
  - III. PAN detail copy
  - IV. Valid email ID, Contact No.
  - V. Complete Address
  - VI. MSE (UDYAM Certificate), if the bidder is MSE

2. Bid will not be considered for evaluation where bidder /supporting company/ultimate controlling company/JV partner/Consortium Partner is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or, in case of an international bidder, is undergoing any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, as on actual techno-commercial bid opening date.

In case a bidder /supporting company/ultimate controlling company/JV partner/Consortium Partner is undergoing or gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or in case of an international bidder, is undergoing or gets admitted to any proceedings for resolution of bankruptcy /insolvency, or is declared as bankrupt/insolvent by concerned court/authority of relevant jurisdiction, prior to or during Tender evaluation stages, then such bids will be rejected

3. Bidders are required to submit the following undertakings/declarations, on the company's letter head and duly signed by the signatory of the bid:
  - a) Appendix- BP1, BP2 and BP3 on acceptance of ONGC VIDESH's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms
  - b) I hereby undertake not to withdraw or modify or impair or derogate from the bid in any respect within the period of validity of this bid. I undertake that the information / documents furnished in this bid are not false, misleading or forged. I also undertake to furnish requisite performance security / PBG within stipulated time required as per GeM bid / RA conditions. I understand that GeM has the right to debar me from GeM portal as per GeM GTC and GeM Incident Management Policy for violation of this declaration / undertaking.
  - c) We shall provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC Videsh to avail Input tax (GST) credit. (Not applicable for the bidder who are under composition levy).

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

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

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

- d) We hereby declare that neither we ourselves, nor any of our 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 us from carrying on business dealings with ONGC Videsh.
- e) I/we undertake that all the documents/certificates/information submitted by us against the tender are genuine. In case any of the documents/certificates/information submitted by us is found to be false or forged, action as deemed fit may be initiated by ONGC Videsh at its sole discretion.
- f) I/We hereby undertake acceptance to the contract period indicated in the tender document.
- g) I/We hereby undertake acceptance to the mobilization period indicated in the tender document.
- h) I/We hereby undertake that I/We have read the ONGC Videsh's "Policy on Climate Change & Sustainability" and I/We am/are working upon to develop my/our policy as well.
- i) I/We hereby undertake that prices are firm during the entire duration of the contract and/or with any qualifications
- j) I/We undertake that all conditions as contained in the 'tender document (including the 'Service Level Agreement', Special Conditions of Contract and Scope of Work) as well as ALL the corrigendum / amendments/ instructions contained and published / uploaded in GeM, against the tender, before the deadline specified for submission of bids are acceptable to us unconditionally.
- k) I/We have quoted prices after taking into consideration all the tender terms and condition including corrigendum/amendments/instructions contained and published/uploaded in GeM, against the tender, before the deadline specified for submission of bids.
- l) I/We confirm that I/we have read the ONGC Videsh's QHSE Policy.
- m) I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_(Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.
- n) I/ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I/We certify that bidder M/s. \_\_\_\_\_(Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.
- o) *I/We .....(Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period as per GeM Policy.*

The bidder not submitting the EMD as per tender conditions shall be rejected

4 **UNSOLICITED POST TENDER MODIFICATIONS:**

- 4.1 Unsolicited post-tender modification will lead to straight away rejection of the offer.
- 4.2 In case certain clarifications are sought by OVL 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 OVL, shall render his bid liable to be ignored and rejected without notice and without reference to the bidder.

**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 in GeM Portal. However, if such representation is found by OVL 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 also involves other officials of OVL 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.

5. **OVL's Policy on Climate Change and Sustainability**

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

- i. OVL is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
  - ii. OVL shall endeavour for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
  - iii. OVL shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner.
  - iv. OVL shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
  - v. OVL's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.
  - vi. OVL shall endeavour to develop new business opportunities through investment in climate change.
  - vii. OVL shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
  - viii. Above all, OVL shall make sustainability a foundation of our business strategy.
6. The bidder shall not indulge themselves or allow others to indulge in fraudulent activities and that they would immediately apprise the OVL of the fraud/suspected fraud as soon as it comes to their notice.

7. Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices. Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.
- If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.
8. The Bid Security / SD shall be acceptable in any of the following forms only:
- i) Electronic Bank Guarantee (e-BG) in the prescribed format as per GeM portal. Bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank, Expiry, Claim period and amount in their bid. The e-BG in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.
  - ii) NEFT/RTGS/Electronic fund transfer to account of ONGC VIDESH. The bidder shall be required to submit/ upload the proof of successful payment of bid security amount to the designated account of ONGC VIDESH, and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).
  - iii) The default/Preferable mode of submission of Bid Security will be NEFT/RTGS/Electronic fund transfer or e-BG, however, whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS Bank Guarantee (SFMS-BG).
    - a. Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by ONGC VIDESH in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to ONGC VIDESH's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards Bid Security along with SFMS delivery report /message copy which has been transmitted to ONGC VIDESH's bank by BG issuing bank through SFMS system.
    - b. The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
    - c. SFMS BG will not be acceptable unless details of the same is transmitted to the ONGC VIDESH's Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
    - d. In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, the bid shall be liable for rejection and bidder/contractor shall be responsible for the same.
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- e. For any amendment of SFMS BG, message 767COV through SFMS should be used.
- iv) Irrevocable Unconditional Insurance Surety Bond in the prescribed format as per Appendix 4B, valid for 45 days beyond the date of required validity of offer. The Insurance Surety Bond by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper / franking receipt should be either in the name of the insurance company (insurer) or the bidder. The bidders will give Insurance surety Bond from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI). Bidders will be required to provide the details of unconditional Insurance Surety Bond such as Number, Date, Name of Insurance company (Insurer), Expiry date, Claim period and amount in their bid. The Insurance Surety Bond in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.
- v) **(Applicable only in case bid security is submitted in the form of SFMS BG/Unconditional Irrevocable Insurance Surety Bond. Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer Or e-BG).**

The original SFMS Bank Guarantee (along with the SFMS delivery report/message copy transmitted by the issuing bank through the SFMS system to the beneficiary's bank, i.e., ONGC VIDESH's bank) or the original Unconditional Irrevocable Insurance Surety Bond towards bid security must be submitted directly to the Buyer, in accordance with the GeM General Terms and Conditions (GTC).

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

(i)	PAN	AACCO9214B
(ii)	Name	ONGC VIDESH ROVUMA LIMITED
(iii)	Date of Incorporation	15.04.2019
(iv)	Email ID	<a href="mailto:kcs_rao@ongcvidesh.in">kcs_rao@ongcvidesh.in</a>
(v)	Contact No.	9445005709
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Deendayal Urja Bhawan, ONGC Videsh Limited Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(viii)	Registered office address Pin code	110070
(ix)	Communication address	Deendayal Urja Bhawan, ONGC Videsh Limited 4th Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(x)	Communication Address Pin code	110070

- vii) NEFT/RTGS/IMPS: The EMD/ SD shall be deposited in following ONGC VIDESH ROVUMA LIMITED account  
Beneficiary name : ONGC VIDESH ROVUMA LIMITED  
Account No.: 38510009058  
IFSC Code: SBIN0017313  
Bank Name: STATE BANK OF INDIA  
Branch address: CAG II NEW DELHI

Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG.

9. **Undertaking to be submitted by the bidders who are eligible for EMD exemption as per GeM GTC:** Bid Securing Declaration "We (Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the tender, we will be banned for a period of two years. We understand that no further correspondence in this regard shall be accepted by ONGC VIDESH/OVRL.

10. **Performance security:** Performance security applicable for the tender is as under:

Description	PBG %	Validity required.
Hiring of Services	3% of contract value.	38 months.

The Security Deposit may be provided in the form of SFMS Bank Guarantee, Unconditional Irrevocable Insurance Surety Bond, NEFT, RTGS, Electronic Fund Transfer, or e-BG as brought at para 2 above.

**The successful Bidder shall furnish the Performance Security within 30 (Thirty) days from the date of issue of GeM contract in accordance with the conditions of the contract.**

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

#### 11. GENERAL

- i. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC VIDESH/OVRL and that the contractor may suffer summary termination of contract / disqualification in case of violation.
- ii. On site inspection will be carried out by ONGC VIDESH's/OVRL officers / representative /Third Parties at the discretion of the ONGC VIDESH/OVRL.

12. In case of a query the bidder can send email to [kcs\\_rao@ongcvidesh.in](mailto:kcs_rao@ongcvidesh.in)

13. Contact details of Dealing officer:  
Kolli Ch S Srinivasarao, CM(F&A)  
3375, Tower-B, Deendayal Upadhyaya building,  
ONGC Videsh, 5, Nelson Mandela Marg,  
Vasant Kunj, New Delhi-110070  
Mob: 9445005709

**14. SAME IP Address:**

Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

15. For more details, refer to attached standard tender document of ONGC Videsh.

## **Bid Evaluation Criteria (BEC)**

Sl.no	Technical BEC
2.1	<p>a) Bidder must have office in Delhi/NCR and the team members identified for ONGC Videsh's assignment should be located in Delhi/NCR.</p> <p>b) The Bidder or its member firm must have employed a minimum of 10 qualified direct professionals on full-time basis in India and the engagement leader should be located in Delhi/NCR.</p> <p>c) Additionally, at least 1 (one) minimum qualified professional who have experience of providing services to Oil &amp; Gas companies not less than 5 years.</p> <p>In respect of this criteria, Bidder should submit (a) GST Registration Certificate evidencing existence of office in Delhi/NCR, and (b) list of qualified professionals</p>
2.2	<p>a) Bidder or its member firm must have minimum 5 (five) years of experience in the field of compliances of Direct &amp; Indirect Taxes, as applicable in India, of and Oil &amp; Gas Company, filing of Income Tax Return and various forms of an Oil &amp; Gas Company, GST audit of Oil &amp; Gas Company or its unit.</p> <p>In respect of this criteria, Bidder should submit (a) copies of respective contracts (confidential portion may be redacted, if required) and documentary evidence in respect of satisfactory execution of each of those contracts in the form of any of the documents (indicating respective contract number and type of service) such as (i) satisfactory completion/performance report (OR) (ii) proof of release of performance security after completion of the contract (OR) (iii) proof of settlement/release of final payment against the contract (OR) (iv) any other documentary evidence which can substantiate the satisfactory execution of each of the contracts cited above for the services as per scope of work.</p>
2.3	<p>a) Bidder or its member firm must have minimum average annual turnover of Rs. 1.00 Crore during the last three financial years.</p> <p>In respect of this criteria, Copies of annual reports/audited financials (relevant extracts) of last 3 years of each client(s) to whom services are claimed to have been provided in support of sales revenues of such client(s)."</p>

The above proposed Technical BEC may be adopted in the instant tender.

### **3) Price Evaluation Criteria:**

1.0 Evaluation of bids: -

1.1 The bids shall be compared on the total value i.e "Total Fee Including GST" calculated as per price format.

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

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), Service Accounting Code, along with all other taxes and duties applicable.

Bidder should note that for Part-I of the SoW, contract award/ billing/ payment will be done by ONGC Videsh/OVRL, New Delhi.

In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST and also provisions of change in law will not apply.

GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices.

The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC Videsh/OVRL by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

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

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

- 1.4 **PURCHASE PREFERENCE POLICY (IES):** Tendered services in instant case are not-split table. Hence contract will be awarded to one bidder only.

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

In case participating MSEs quote price within price band of L1+15%, such MSE shall be awarded contract for 100% quantity of respective item by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

- 1.4.2 **Bidders to comply Revised 'Public Procurement {Preference to Make in India} (PPP-MII), Order 2017" dated 19.07.2024 issued by Department for Promotion of Industry and Internal Trade, Government of India (as amended from time to time) applicable in this tender (read with MoPNG O.M. No. FP20013/2/2017-FP-**

PNG-Part(4)(E-41432) dated 26.04.2022 & 26.03.2024, 20013/2/2017-FP-PNGPart(I) (E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024 (as amended))

**1.4.3. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017**

The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.