



**TENDER NO. OVL/7/IC/COURIER/349/2008**  
FOR HIRING OF COURIER SERVICES  
FOR  
ONGC VIDESH LIMITED,  
NEW DELHI

<b>CLOSING/OPENING DATE OF TENDER</b>	<b>Will be intimated later</b>
<b>Tender Selling Period</b>	<b>20.06.2008 to 11.07.2008</b>
<b>PRE-BID CONFERENCE</b>	<b>18.07.2008</b>
<b>CLOSING DATE</b>	<b>TO BE INTIMATED LATER</b>

## TENDER NOTICE INVITING TENDER (NIT) for Services mentioned in below table

ONGC Videsh Limited invites sealed bids in for hiring of following services for its offices at New Delhi. Brief of tenders is as under:

Sl No	Tender No.	Description of Services	Tender document selling period	Tender Fee
1	OVL/7/I/C/Courier/349/2008	Courier Services	20.06.2008 to 11.07.2008	Rs.500/-

### Major Qualifying Criteria:

#### For Tender No. OVL/7/I/C/Courier/349/2008

“The bidder should have minimum experience of 5 (five) years in rendering Courier Services for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC’s and Embassies as detailed in the Scope of Work from 31.05.2008. Bidders are to submit documentary evidence for their existence in rendering courier services since five years from 31.05.2008.

The agency should have executed such jobs for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC’s and Embassies during in the last five years reckoned from 31.05.2008 and should submit documentary evidence to this effect in the form of satisfactory completion of services from reputed clients.

- One Contract of value Rs.28.8 Lakh  
or
- Two contracts of 18 Lakh  
or
- Three contracts of 14.4 Lakh”

Bidders meeting Major Qualifying Criteria may request OVL for issuance of tender document giving an undertaking that they meet MQC, during the tender selling period from the office of Head Commercial, ONGC Videsh Limited, 5<sup>th</sup> Floor, Kailash Building, 26, K G Marg, New Delhi along with requisite tender fee in the form of Demand draft/Banker’s Cheque/Cashier’s Cheque/IPO in favour of Manager (F&A) ONGC Videsh Limited payable at par at Delhi. Government Departments are exempted from payment of tender fee.

The detail NIT and the tender document is available at <http://ongcvidesh.com>

Bidders will have option of purchasing tender document from above office or downloading the tender document within the time specified for the sale of tender documents and use the same for participating in the tender. However the bidders downloading the tender document from web site of ONGC Videsh Limited (<http://ongcvidesh.com/Tenders.asp>) should ensure to submit tender fee so as to reach in the office of Head Commercial ONGC Videsh Limited before last tender selling date along with undertaking that they meet MQC.

Head Commercial, ONGC Videsh Limited, New Delhi



**ONGC VIDESH LIMITED**  
6<sup>TH</sup> FLOOR, KAILASH BUILDING,  
26 K.G MARG, NEW DELHI

TENDER NO. OVL/7/I/C/Courier/349/2008 FOR HIRING OF COURIER SERVICES FOR  
ONGC VIDESH LIMITED, NEW DELHI

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**ONGC VIDESH LIMITED**  
**6<sup>TH</sup> FLOOR, KAILASH BUILDING,**  
**26 K.G MARG, NEW DELHI**

**TELEPHONE No. :011 41291306/41291536**  
**FAX No.: 011-23730369**

**TENDER NO. OVL/7//C/COURIER/349/2008 DATE: 17.06.2008**

TO:

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**INVITATION OF BID**

Dear Sirs,

ONGC Videsh Limited invites sealed Tenders in duplicate under "TWO BID SYSTEM" for Courier Services or ONGC Videsh Limited, New Delhi for a period of three years from the date of mobilization of resources. The prescribed Bid forms and Proforma are attached to this Bid document. The details of the tender are given below:-

1. Tender No. : OVL/7//C/Courier/349/2008
2. Description : Hiring of Courier Services
3. Tender fee : Rs.500/- in the form of Demand draft/Banker's Cheque/Cashier's Cheque/ IPO in favour of Manager (F&A) ONGC-VL payable at New Delhi. Government Departments are exempted from payment of tender fee.
4. Pre-bid Conference : 18.07.2008 at 1500 hrs (IST)

[Venue of Pre-bid Conference & bid opening: Conference Hall, ONGC Videsh Limited, 6<sup>th</sup> Floor, Kailash Building, 26, KG Marg, New Delhi]

5. Submission of queries for Pre-bid Conference : 17.07.2008 at 1730 hrs (IST)

6. Closing date & time for bid selling : 11.07.2008 at 1730 hrs.(IST)
7. Closing date & time for submission : Will be intimated at later bid.

[Sealed Tenders are to be submitted at Tender Box at office of ONGC Videsh Limited, 6<sup>th</sup> Floor, Kailash Building, 26, KG Marg, New Delhi]

8. Date & time of opening of bid : Will be intimated later
9. Bid validity upto : 90 days from the date of opening of bid
10. Bid Bond : Rs.2.2 Lakh as per tender document
11. Bid bond validity (Bank Guarantee) : 120 days from the date of opening of bid
12. Performance Bank Guarantee:
  - (i) Amount : 07.5% contract value of 1<sup>st</sup> year.
  - (ii) Validity : 60 days beyond expiry of contract.
13. Correspondence Address : Head - Commercial  
ONGC VIDESH LTD.  
5<sup>th</sup> floor, Kailash Building, 26 KG Marg,  
New Delhi-100 001 (INDIA).  
Phone No. 011-41291306  
FAX No.: 011-23730369

The Tender will be governed by the instructions to bidders as per Annexure-I, , General contract conditions at Annexure-II, Scope of Work, Special conditions at Annexure-III, Bid Evaluation Criteria at Annexure-IV and Bid Evaluation Matrix at Annexure-V and Integrity Pact at Annexure-VI.

"TWO BID SYSTEM" shall be followed for this tender. Bidder should take due care to submit tenders in accordance with requirement in sealed covers. Bid Evaluation Criteria, shall be the basis for evaluation of tenders.

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. ONGC Videsh Ltd. after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.

ONGC Videsh Ltd. wants to finalize this tender within a limited time schedule. ONGC Videsh Ltd. will not seek any clarifications subsequent to opening of bids and

bids not conforming to tender conditions shall be rejected. Therefore, bidders are advised to submit their bids complete in all respect as per requirement of tender document clearly specifying their categorical acceptance to all the clauses of Bid Evaluation Criteria, General Contract conditions and compliance to the Scope of Works requirement etc.

Bidders meeting Major Qualifying Criteria may request OVL for issuance of tender document giving an undertaking that they meet MQC, during the tender selling period from the office of Head Commercial, ONGC Videsh Limited, 5th Floor, Kailash Building, 26, K G Marg, New Delhi along with requisite tender fee.

The detail of NIT and the tender document is available at web site of ONGC Videsh Limited at address **<http://ongcvidesh.com>**

Bidders will have option of purchasing tender document from above office or downloading the tender document within the time specified for the sale of tender documents and use the same for participating in the tender. However the bidders downloading the tender document from web site of ONGC Videsh Limited (<http://ongcvidesh.com/Tenders.asp>) should ensure to submit tender fee so as to reach in the office of Head Commercial ONGC Videsh Limited before last tender selling date along with undertaking that they meet MQC. Such bidders are to submit an undertaking that the contents of bid documents are not varied after downloading and will sign the integrity pact first as per the instruction to bidders in bid document. The authorized representative of ONGC-VL will sign integrity Pact subsequently after bids are opened.

Yours faithfully,

FOR HEAD COMMERCIAL

## INSTRUCTIONS TO BIDDERS

### A: INTRODUCTION

#### 1.0 Eligibility and experience of the bidder:-

1.1(a) The agency should be registered with registrar of Firms/Companies and should be in existence for last five years in rendering Courier Services for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies as detailed in the Scope of Work.

The bidder should have minimum experience of 5 (five) years in rendering Courier Services for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies as detailed in the Scope of Work from 31.05.2008. Bidders are to submit documentary evidence for their existence in rendering courier services since five years from 31.05.2008.

The agency should have executed such jobs for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies during in the last five years reckoned from 31.05.2008 and should submit documentary evidence to this effect in the form of satisfactory completion of services from reputed clients.

- One Contract of value Rs.28.8 Lakh  
or
- Two contracts of 18 Lakh  
or
- Three contracts of 14.4 Lakh

1.1(b) In case the bidder is an Indian company/ Indian Joint Venture Company, either the Indian company/ Indian Joint Venture Company or its technical collaborator/ joint venture partner should meet the criteria laid down at 1.1(a).

1.2 Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 1.1(a) and (b) above.

1.3 In case the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

a) The leader of the consortium should satisfy the minimum experience requirement as per para 1.1(a) above.

- b) The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.
- c) All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to OVL for any and all obligations and responsibilities arising out of this contract.
- d) The Leader of Consortium (Say M/s 'A') can buy bid document on behalf of the Consortium (or consortium being formed). The tender will be issued in the name of Leader of "Consortium of M/s 'A', 'B', 'C' etc."
- e) The leader of Consortium can submit bid bond but on behalf of consortium and with specific reference to consortium bid and name and address of consortium members.

1.4(a) Indian companies/ Joint Venture companies :- Indian bidders whose proposal for technical collaboration/ Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening.

1.4(b) Bidders should submit Memorandum Of Understanding (MOU) / Agreement with their technical collaborator/joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work.

1.4(c) MOU/ Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of joint venture), should also be addressed to OVL, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them for the contract period.

## **2.0 TENDER FEE**

2.1 The offer will not be considered without tender fee. The Government Departments are exempted from payment of tender fee.

## **2.2 Refund of tender fee**

In the event a particular tender is cancelled, the tender fee will be refunded to the concerned Bidder.

## **3.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

## **4.0 COST OF BIDDING**

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

## **B: THE BIDDING DOCUMENT**

### **5.0 CONTENT OF BIDDING DOCUMENTS**

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

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

- Appendix 1 : Bidding Document Acknowledgement proforma
- Appendix 2 : Bid submission proforma
- Appendix 3 : Bid submission Agreement proforma.
- Appendix 4 : Bid Bond Bank Guarantee proforma
- Appendix 5 : Checklist
- Appendix 6 : Proforma for Bidders past services (similar)
- Appendix 6A : Proforma for Bidder's current work in hand
- Appendix 7A : Proforma of Schedule of Rates (Price Schedule)
- Appendix 7B : Proforma for Rates of Taxes & Duties
- Appendix 8 : Proforma of Authorisation Letter for attending Tender Opening
- Appendix 9 : Proforma of Certificate on Relatives of Directors
- Appendix 10 : Proforma for proposed changes/modifications.
  
- Appendix 11 : Proforma for Deed of Undertaking (Parent Company Guarantee)
- Appendix 12 : Proforma Agreement (Parent Company Guarantee)

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

**Appendix 1** : Proforma of Performance Bond Bank Guarantee.

**ANNEXURE III** : Scope of Work, Technical Specifications and Special conditions of Contract.

**ANNEXURE IV** : Bid Evaluation Criteria.

**ANNEXURE V** : Matrix of Bid Evaluation Criteria.

**ANNEXURE VI** : Integrity Pact

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

## **6.0 PRE-BID CONFERENCE/AMENDMENT TO BIDDING DOCUMENTS**

6.1 Pre-bid conference will be held as specified in the NIT and bid document. Bidders should depute their representative who should be competent/ authorized to take on the spot decisions. Specifications & other tender conditions will be frozen after pre-bid conference. No change in specifications and tender conditions will be permissible after bid opening.

6.2 At any time prior to the deadline for submission of bids, the OVL may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s).

6.3 All prospective Bidders who have received the bidding documents will be notified of the amendments in writing.

6.4 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, the OVL may, at its discretion, extend the deadline for the submission of bids.

## **C. PREPARATION OF BIDS**

### **7. LANGUAGE AND SIGNING OF BID**

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

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

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

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

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

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

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

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

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

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

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

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

7.13 The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.

#### **7.14 Joint venture/ consortium bids:-**

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

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

(c) The leader of the Consortium/Indian leader can submit bid on behalf of consortium of bidders. Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. ***In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.*** The following provisions should also be incorporated in the MOU executed by the members of the Consortium/Joint Venture:-

- (i) The leader of the consortium/joint venture on behalf of the consortium / joint venture shall coordinate with OVL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium/ joint venture members.
- (ii) Any correspondence exchanged with the leader of consortium/joint venture shall be binding on all the consortium/joint venture members.
- (iii) Payment shall be made by OVL only to the leader of the consortium/joint venture towards fulfillment of contract obligations. (If direct payment to each member is required for their part of scope of works, the same should be clearly indicated in the bid along with member-wise details of price break-up).

(d) The bid may be signed by all members of the Consortium/Joint Venture. Alternatively the leader may sign the bid. In such a case, the Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.

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

(f) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection unless such a change is agreed to by OVL in writing.

(g) **Signing of Contract:** In the event of award of contract to the consortium/joint venture, the contract may be signed by the leader and members of the consortium/joint venture and the liability of each one of them shall be joint and

several. Alternatively the contract may be signed by an authorised officer of the consortium/joint venture on its behalf as well as on behalf of each and every member separately with a valid power of attorney from each member duly notarised and thereafter every member should countersign the contract in token of having confirmed the contract.

## 8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

8.1 OVL has to finalise the offer within a limited time schedule. **Therefore, OVL will not seek any clarifications in respect of incomplete offers.**

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

## 9.0 DOCUMENTS COMPRISING THE BID

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

a) Price Schedule.

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

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

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

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

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

2) An item by item commentary on the OVL's Service specifications demonstrating conformity to the provisions of the required service specifications of the bidding document.

d) Bid security.

e) Integrity Pact (IP)

Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

## **10.0 PRICE SCHEDULE**

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

### **10.2 Bid Prices**

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

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

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

## **10.3 CONCESSIONS PERMISSIBLE UNDER STATUTES**

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. OVL will not take responsibility towards this. However, OVL may provide necessary assistance, wherever possible, in this regard.

## **10.4 INCOME TAX LIABILITY**

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

### **11.0 BID CURRENCIES** (Applicable for ICB tenders only)

#### **11.1 NOT APPLICABLE**

### **11.2 BID CURRENCIES** (Applicable for Indigenous tenders only)

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

## **12.0 MODE OF PAYMENT**

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFTCode (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
8. e-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, alongwith valid documentary evidence.

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

## **13.0 CONCESSIONAL RATE OF CUSTOMS DUTY/EXCISE DUTY/ SALES TAX**

**NOT APPLICABLE for this tender.**

**13.1** Not applicable

**13.2** Re-export of Equipment, unutilized spares etc. - Not applicable

**13.3** Not used

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

## **14.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

**15.0 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE  
(Applicable for ICB tenders only) - Not applicable for this tender**

#### **16.0 PERIOD OF VALIDITY OF BIDS**

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

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

#### **17.0 BID SECURITY**

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

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

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

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

- i) Bank Draft in favour of OVL valid for 180 days from its date of issue.
- ii) Bank Guarantee in the prescribed format as per Appendix 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by domestic bidders will have to be given from the Nationalized/Scheduled banks, on non-judicial stamp paper as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper should be in the name of the issuing bank. .
- iii) not used

- iv) Cashier's/Banker's cheque valid for 180 days from the date of issue of the same will be acceptable from foreign bidders only.

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

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

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

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

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

#### 17.9 OFFERS WITH FAX BID BONDS

***Normally offers received along with Fax Bid Bond shall not be considered. However, OVL reserves the right to consider the offer, provided it is followed by confirmatory original Bid Bond executed in prescribed Performa and legally operative on or before the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid System) and received by tender inviting authority within 15 days of opening date of bids (techno-commercial bid opening date in case of Two Bid System),***

***If Bidder fails to submit original Bid Bond with the same content as in Fax Bid Bond and in accordance with bidding document, irrespective of their status/ranking in tender, the bid will be rejected and OVL may consider to debar the Bidder from participating against its future tenders.***

#### 18.0 TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS:

18.1 Telex/Telegraphic/Telefax/Xerox/Photocopy bids will not be considered.

## D. SUBMISSION AND OPENING OF BIDS

### 19.0 SEALING AND MARKING OF BIDS.

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

19.2 The inner cover shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

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

19.4.1 In case of "Two Bid System" offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark ( ) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid** This cover will clearly be super-scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the Price Schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.

19.4.2 Price bids, which remain unopened with OVL, will be **returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).**

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

19.6 OVL will not be responsible for the loss of tender form or for the delay in postal transit.

### 20.0 DEADLINE FOR SUBMISSION OF BIDS

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

### 21.0 LATE BIDS

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

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

## **22.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

## **23.0 OPENING OF BIDS**

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

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

## **E. EVALUATION OF BIDS**

### **24.0 EVALUATION AND COMPARISON OF BIDS**

24.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-IV

### **25.0 UNSOLICITED POST TENDER MODIFICATIONS:**

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

### **26.0 EXAMINATION OF BID**

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

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

## 27.0 SPECIFICATIONS:

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

## 28.0 CONVERSION TO SINGLE CURRENCY (Applicable for ICB tenders only)

Not applicable for this tender

## 29.0 GRANTING OF PRICE PREFERENCE (Applicable for ICB tenders only)

Not applicable for this tender

## 29.2 Purchase preference to Central PSUs:

OVL reserves the right to allow to the Central PSUs, Purchase Preference facilities as admissible under the existing policy, the parameters of which are defined in Office Memorandum No. DPE/13(1)/2002-Fin dated 14/6/2002 (as amended from time to time) issued by DPE, under the Ministry of Heavy Industries and Public Enterprises. However, Central PSUs will not get purchase preference of up to 10% over and above the price preference indicated above. **For according purchase preference to Central Public Sector Enterprises the following formula will be used to calculate value addition**

$$\frac{\text{Price of CPSEs exclusive of taxes/duties.} + \text{Value of goods/services - being outsourced by CPSEs inclusive of taxes and duties}}{\text{Price of CPSEs exclusive of taxes/duties}} \times$$

## 29.3 Not applicable for this tender

29.4 OVL also reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

## 30. CONTACTING THE OVL

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

## F. AWARD OF CONTRACT

### 31.0 AWARD CRITERIA.

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

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

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

## **33.0 NOTIFICATION OF AWARD (NOA)**

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

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

33.3 Upon the successful bidder's furnishing performance security, pursuant to clause 36, the OVL will promptly notify each unsuccessful bidder and discharge their bid securities.

## **34.0 MOBILISATION PERIOD**

**Successful bidder shall be required to mobilize complete equipment alongwith crew for commencement of services at the specified site within a maximum of 15 days from the date of Fax order / LOI / NOA.**

## **35.0 SIGNING OF CONTRACT**

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

## **36.0 PERFORMANCE SECURITY**

36.1 Within 15 (fifteen) days of the receipt of notification of award from the OVL, the successful Bidder shall furnish the Performance Security in accordance with the

conditions of the contract, in the Performance Security Form provided at Appendix 1 of Annexure-II of the bidding documents, or another form acceptable to the OVL.

36.2 Failure of the successful Bidder to comply with the requirement of clause 17.7(c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OVL may make the award to the next lowest evaluated bidder or call for new bids.

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

### **37.0 CORRESPONDENCE.**

37.1 OVL's fax no. 011-23730369

37.2 All correspondence from Bidders/ contractor shall be made to the office of Head Commercial, 5<sup>th</sup> floor, Kailash Building, 26 KG Marg, New Delhi – 110 001.

37.3 All correspondence shall bear reference to bid number.

### **38. REPRESENTATION FROM THE BIDDER:**

The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Purchase Authority (CPA) i.e. to Shri K A N Mathur Head Commercial –I/C MM / ED(AKV), OVL, OVL, 6<sup>th</sup> Floor, Kailash Building, 26 KG Marg, New Delhi-110 001.

### **39.0 UNSOLICITED COMMUNICATIONS:**

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

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

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

In case, any bidder while making such representations to Competent Purchase Authority (CPA) also involves other officials of 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.

**BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA**

Dated:.....

The Head Commercial,  
5<sup>th</sup> floor, Kailash Building,  
26 KG Marg,  
New Delhi – 110 001

Dear Sirs,

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

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

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

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

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

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

Yours faithfully,

**(BIDDER)**

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

**APPENDIX-2**

Tender No.....

Contractor's Address :

.....  
.....

Telegraphic Address:

Telephone No:

TELEX NO:

FAX NO:

The Head Commercial,  
5<sup>th</sup> floor, Kailash Building,  
26 KG Marg,  
New Delhi – 110 001

Dear Sirs,

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

\_\_\_\_\_.

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

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

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

Yours faithfully,

Signature of Bidder  
Address  
Dated

Signature of witness

Address

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

**AGREEMENT**

No.

Dated

To,

ONGC Videsh Ltd.,  
\_\_\_\_\_  
\_\_\_\_\_

Sub: **PURCHASE OF BIDDING DOCUMENTS**

Ref: **TENDER No.** \_\_\_\_\_

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

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

Yours faithfully

Yours faithfully

**(BIDDER)**

**(OVL)**

(One copy of this agreement duly signed must be returned along with offer.)

**Performa of Bank Guarantee towards Bid Security**

**BID BOND**

Ref. No.....

Bank Guarantee No.....

Dated .....

To,

ONGC Videsh Ltd.

---

Dear Sirs,

1. Whereas ONGC Videsh Ltd. incorporated under the Companies Act, 1956, having its registered office at 601, Kailash Building, 26 K G Marg, New Delhi – 110001, India (hereinafter called 'OVL' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by OVL 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, 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 having to substantiate the demand. Any such demand made by OVL 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 up to \_\_\_\_\_ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee 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 bank guarantee) \_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OVL under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of OVL under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

WITNESS NO. 1

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

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

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

Dated .....

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Head Commercial ONGC Videsh Limited,..... (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

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

1. The Bank Guarantee by Indian Bidders will be given on non- judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing Bank.
2. The Bank Guarantee is to be submitted in INR only.
3. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
4. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only.

**CHECK LIST**

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

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

**COMMERCIAL  
GROUP 'A'**

1.1 Whether requisite tender fee has been paid ?

Yes                      No                      Not applicable

1.2 If so, furnish the following:-

- (i) By IPO/Bank Draft/Cashier's cheque
- (ii) Name of the Bank/post office
- (iii) Value
- (iv) Number of IPO/Bank Draft/Cashier's cheque/Banker's cheque
- (v) Date of issue of IPO/Bank Draft/Cashier's cheque/Banker's cheque

2.1 Whether Bank Draft/Bank Guarantee/Banker's cheque/ cashier's cheque/ proof of opening of Letter of Credit for the requisite earnest money has been enclosed with the offer ?

Yes                      No                      Not applicable

2.2 If so furnish the following:-

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

(The validity of Bank Draft should not be less than 180 days).

**Signature of the Bidder**

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

Yes No

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

Yes No

5. Not used

6. Whether firm prices have been quoted

Yes No

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Extent of variation in days

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

Secretary Manager Partner

Sole Proprietor Active Partner Pre procuraterium

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

Yes No

12. Whether the offer is being sent in double cover, both the covers duly sealed and super-scribed with tender Number and closing/opening date?

Yes No

**Signature of the Bidder**

13. Has the offer been submitted in duplicate?

Yes No

14. Is the offer being sent by Registered post or proposed to be dropped in tender box?

Sent by Registered Post Dropped in Tender Box

Yes No Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

19. Whether required sample asked in bidding document has been submitted along with the offer ?

Yes No Not applicable

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

Yes No

**Signature of the Bidder**

**GROUP `B'**

**(Applicable to indigenous bidders only)**

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

Yes                      No                      Not applicable

2. Whether details of your registration under VAT/Sale Tax/Central Sales Tax/Service Tax have been indicated in the offer?

Yes                      No

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

Yes                      No                      Not applicable

**Signature of the Bidder**

**GROUP `C'**

Technical

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

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

Yes                      No

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

Yes                      No

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

Yes                      No

**(Signature of the Bidder)**

**BIDDERS PAST SERVICES (SIMILAR) PROFORMA**

Sl No	Name & address of clients with whom jobs were carried out	Contract details, value,	Description of services completed successfully	Period From - to	Remarks

**NOTE: -**

The copy of following documents in support of the above should be attached, failing which the contract should be considered as incomplete and shall be liable for rejection.

1. Copy of Contract
2. Copy of Performance Certificate

Signature of the Bidder

\_\_\_\_\_

Name\_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

**BIDDER’S CURRENT WORK IN HAND PROFORMA**

Sl No	Name & address of clients with whom present jobs are being carried out	Contract details, value, duration, date of contract & completion in progress	Description of present services in hand	Date of commencement	Remarks

NOTE: -

The copy of following documents in support of the above should be attached, failing which the contract should be considered as incomplete and shall be liable for rejection.

1. Copy of Contract
2. Copy of Present Status Certificate from the Client

Signature of the Bidder

\_\_\_\_\_

Name\_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

**PROFORMA OF SCHEDULE OF RATES**

TENDER NO. OVL/7/II/C/Courier/349/2008

**A. National Capital Region (NCR)**

Zone	Time schedule for Delivery	0-250 gm.	Every additional 250 gm or part thereof	1-5 Kg.	For additional 5 Kg. or part thereof for cargo
Within Delhi	24 Hrs.				
NCR comprise of destination Noida, Greater Noida, Ghaziabad, Gurgaon, Faridabad	24 Hrs.				

Note:

1. The rates are to be quoted within Delhi and around Delhi (NCR) as per the weights slabs mentioned above.
2. The quoted rates must be inclusive of all taxes applicable at the time of bidding. The details of taxes included and the rates considered and fuel surcharges etc. considered at the time of bidding be mentioned. Any change in these rates during the contractual period will be borne by ONGC-VL.
3. The quoted rates for 0-250 gm category for within Delhi and NCR (Noida, Greater Noida, Ghaziabad, Gurgaon and Faridabad) shall be averaged and multiplied by factor 3/100 (0.03) for arriving Evaluated cost for the Delhi and NCR.

**B. Domestic**

Zone	Time schedule for Delivery	0-250 gm.	Every additional 250 gm or part thereof	1-5 Kg.	For additional 5 Kg. or part thereof for cargo
East	24. to 72 hrs.				
West	24 to 48 hrs.				
North	24 to 48 hrs.				
South	24 to 48 hrs.				
Central	24 to 48 hrs.				

Note:

1. Zone A: East-Comprise of destinations in states From Bihar to North East including West Bengal, Orissa & Jharkhand. The important destinations for delivery of documents & Cargo situated in these states are Kolkata, Sivasagar, Nazira, Jorhat, Guwahaty, Silchar (Assam), Agartala (Tripura),
2. Zone B: West- Maharashtra, Gujarat, Goa. The important destinations for delivery of documents & Cargo situated in these states/UT are Betul (Goa), Uran, Mumbai, Panvel, (MH), Ahemadabad, Ankeshwar, Baroda, Cambay, Mehsana & Surat (Hazira) (Guj.)
3. Zone C: North-Punjab, Hariyana, HP, J&K, Uttranchal, UP. The important destinations for delivery of documents & Cargo situated in these states are Dehra Dun (Uttranchal), SundarNagar (HP)
4. Zone D: South- AP, Karnataka, Kerla, TN & Pondicherry. The important destinations for delivery of documents & Cargo situated in these states are Chennai (TN) , Karikal (Pondicherry), Rajahmundry, Vishakapatnam
5. Zone E: Central- Rajasthan, MP, Chattisgarh. The important destinations for delivery of documents & Cargo situated in these states are Jodhpur (Raj.)
6. The rates are to be quoted zone wise as per the weights slabs mentioned above. The important destination mentioned zone wise are indicative only. However delivery to destinations falling in the states mentioned against the respective zones are to be catered as per rates quoted above.
7. The quoted rates must be inclusive of all taxes applicable at the time of bidding. The details of taxes included and the rates considered and fuel surcharges etc. considered at the time of bidding be mentioned. Any change in these rates during the contractual period will be borne by ONGC-VL.
8. The quoted rates for five zones (East, West, North, South and Central) for 0-250 gm category as per scope of work shall be averaged and multiplied by factor 7/100 (0.07) for arriving Evaluated cost for the domestic sector.

**C. International for documents**

Zone	Time schedule for Delivery	Upto 500 grams	Upto 1 to 2 Kgs.	Upto 2 to 3 Kgs.	For additional 500 grms or part thereof
A	72 to 96 hrs.				
B	72 to 96 hrs.				
C	72 to 96 hrs.				
D	72 to 96 hrs.				
E	72 to 96 hrs.				

1. The quoted rates for up to 500 gms. Category for five (A to E) as per scope of work shall be averaged and multiplied by factor 70/100 (0.70) for arriving Evaluated cost for the documents International Category.

**D. International for Cargo (by air only)**

Zone	Time schedule for Delivery	Up to 5 Kgs	6-10 Kgs.	10-15 kgs.	For additional 5 Kgs. or part thereof
A	5-7 days				
B	5-7 days				
C	5-7 days				
D	5-7 days				
E	5-7 days				

1. The quoted rates for up to 5 kg category for five zones (A to E) as per scope of work shall be averaged and multiplied by factor 20/100 (0.20) for arriving Evaluated cost for the Cargo International Category.

The total of all evaluated cost for all Categories mentioned above (A to D) will be considered for evaluation of bids in this tender for award of Contract.

Note: (for Documents and Cargo International)

1. **Zone A:** consist of African countries- The important destinations for delivery of documents and cargo situated in Africa are Angola, Libya, Nigeria, Sudan.
2. **Zone B:** confederation of independent states(CIS)-Russia The important destinations for delivery of documents and cargo situated in CIS countries are- Azerbaijan, Croatia, Kazakhstan, Turkmenistan & Russia (Moscow/Sakhalin).
3. **Zone C:** consist of Latin American countries situated in North, South America and Canada. The important destinations for delivery of documents and cargo situated in Latin American countries are- Brazil, Canada, Colombia, Venezuela, Cuba, Congo, Peru, Trinidad & Tobago and Ecuador
4. **Zone D:** consist of Asian countries. The important destinations for delivery of documents and cargo situated in Asian countries are – China, Iran, Iraq, Indonesia, Japan, Jordan, Myanmar, Malaysia, Qatar, Singapore, Syria, Vietnam and Australia.

5. **Zone E:** consist of European countries. The important destinations for delivery of documents and cargo situated in Europeans countries are – Egypt, France, Austria, Netherlands, Spain, Turkey, UK, Belgium, Germany, Italy, Denmark, Switzerland
6. The rates are to be quoted zone wise as per the weights slabs mentioned above. The important destination mentioned zone wise are indicative only. However delivery to destinations falling in and around above countries are to be catered as per rates quoted for respective zones.
7. The quoted rates must be inclusive of all taxes applicable at the time of bidding. The details of taxes included and the rates considered and fuel surcharges etc. considered at the time of bidding be mentioned. Any change in these rates during the contractual period will be borne by ONGC-VL.

**Note:**

01. Bidders to quote as per above format.
02. ONGC-VL does not guarantee quantum of business to any particular zone mentioned in above four Categories. The services shall be rendered as per actual requirement during the currency of contract.
03. Payment shall be made for the services performed as per Contract awarded to successful bidder.
04. Above should be inclusive of all taxes including personnel tax, duties, corporate tax, service tax, levies etc.

(Signature of Bidder)

Seal:

**RATES OF TAXES & DUTIES CONSIDERED AND INCLUDED IN THE  
SCHEDULE OF RATE CHANGE IN LAW**

Laws, Acts, Rules, regulations etc. and the tariffs thereof considered by the bidder while estimating the incidence of taxes, duties, fees, levies etc. considered and included in the bidder's Total Price (as quoted in Appendix-7A), as per relevant provisions of General Conditions of Contract to be used for the purpose of adjustment to the contract price in the event of change in law in terms of clause 21 of General Conditions of Contract are as under:

ITEM	TENDER DOCUMENT CLAUSE REFERENCE	LAWS/ACTS/RULES /REGULATIONS ETC REFERENCE	TARIFF INDICATING RATE OF TAX/ DUTY /FEE/LEVY ETC.
SERVICE TAX			
ANY OTHER TAX/LEVIES			
Fuel surcharge			

Note: Bidder may suitably add other heads to add all the provisions and related information with regard to above.

(Signature of Bidder)

Seal:

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date \_\_\_\_\_

To,

The Head Commercial,  
5<sup>th</sup> floor, Kailash Building,  
26 KG Marg,  
New Delhi – 110 001

**Subject : Tender No. OVL/7/I/C/Courier/349/2008 due on \_\_\_\_\_**  
\_\_\_\_\_

Sir,

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

Yours faithfully

Signature of Bidder

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

**PROFORMA CERTIFICATE ON RELATIVES  
OF DIRECTORS OF OVL**

This has reference to our proposed contract for Rs.[not to be filled in] regarding ..... to be entered into with ONGC Videsh Ltd. (OVL).

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

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

Authorized Signatory of  
The Contracting Party

Place...

Date...

Title : The Companies Act, 1956

Act : Sec297 - Boards sanction to be required for certain contracts in which particular directors are interested.

(1) Except with the consent of the Board of directors of a company, a director of the company or his relative, a firm in which such a director or relative is a partner, any other partner in such a firm, or a private company of which the director is a member or director, shall not enter into any contract with the company :

(a) for the sale, purchase or supply of any goods, material or services; or

(b) after the commencement of this Act, for underwriting the subscription of any shares in, or debentures of, the company:

Provided that in the case of a company having a paid-up share capital of not less than rupees one crore, no such contract shall be entered into except with the previous approval of the Central Government.

(2) Nothing contained in clause (a) of sub-section (1) shall affect :

(a) the purchase of goods and materials from the company, or the sale of goods and materials to the company, by any director, relative, firm, partner or private company as aforesaid for cash at prevailing market prices; or

(b) any contract or contracts between the company on one side and any such director, relative, firm, partner or private company on the other for sale, purchase or supply of any goods, materials and services in which either the company or the director, relative, firm, partner or private company, as the case may be, regularly trades or does business.

Provided that such contract or contracts do not relate to goods and materials the value of which, or services the cost of which, exceeds five thousand rupees in the aggregate in any year comprised in the period of the contract or contracts; or

(c) in the case of a banking or insurance company any transaction in the ordinary course of business of such company with any director, relative, firm, partner or private company as aforesaid.

(3) Notwithstanding anything contained in sub-sections (1) and (2) a director, relative, firm, partner or private company as aforesaid may, in circumstances of urgent necessity, enter, without obtaining the consent of the Board, into any contract with the company for the sale, purchase or supply of any goods, materials or services even if the value of such goods or cost of such services exceeds five thousand rupees in the aggregate in any year comprised in the period of the contract; but in such a case, the consent of the Board shall be obtained at a meeting within three months of the date on which the contract was entered into.

(4) Every consent of the Board required under this section shall be accorded by a resolution passed at a meeting of the Board and not otherwise; and the consent of the Board required under sub-section (1) shall not be deemed to have been given within the meaning of that sub-section unless the consent is accorded before the contract is entered into or within three months of the date on which it was entered into.

(5) If consent is not accorded to any contract under this section, anything done in pursuance of the contract shall be voidable at the option of the Board.

(6) Nothing in this section shall apply to any case where the consent has been accorded to the contract before the commencement of the Companies (Amendment) Act, 1960 (65 of 1960).

Sec299 - Disclosure of interest by director.

(1) Every director of a company who is in any way, whether directly, or indirectly, concerned or interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the company, shall disclose the nature of his concern or interest at a meeting of the Board of directors.

(2)

(a) In the case of a proposed contract or arrangement, the disclosure required to be made by a director under sub-section (1) shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the director was not, at the date of that meeting, concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he becomes so concerned or interested.

(b) In the case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the director becomes concerned or interested in the contract or arrangement.

(3)

(a) For the purposes of sub-sections (1) and (2), a general notice given to the Board by a director, to the effect that he is a director or a member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made.

(b) Any such general notice shall expire at the end of the financial year in which it is given, but may be renewed for further periods of one financial year at a time, by a fresh notice given in the last month of the financial year in which it would otherwise expire.

(c) No such general notice, and no renewal thereof, shall be of effect unless either it is given at a meeting of the Board, or the director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

(4) Every director who fails to comply with sub-section (1) or (2) shall be punishable with fine which may extend to fifty thousand rupees.

(5) Nothing in this section shall be taken to prejudice the operation of any rule of law restricting a director of a company from having any concern or interest in any contracts or arrangements with the company.

(6) Nothing in this section shall apply to any contract or arrangement entered into or to be entered into between two companies where any of the directors of the one company or two or more of them together holds or hold not more than two per cent of the paid-up share capital in the other company.

\*\*Section 298 redundant after the abolition of the system of managing agent, secretaries and treasurers by Act 17 of 1969 w.e.f. 3rd April, 1970.

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

**PARENT COMPANY GUARANTEE****DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called “the Guarantor” which expression shall, unless executed by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

## WHEREAS

M/s ONGC Videsh Limited, a company duly registered under the Companies Act 1956, having its Registered Office at 601, Kailash Bhawan, 26 K G Marg, New Delhi, India hereinafter called “the OVL” which expression shall excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on .....

M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, **\*a wholly owned subsidiary of the Guarantor**, have, in response to the above mentioned tender invited by the OVL, submitted their bid number ..... to the OVL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the OVL at any stage.

*strike out, if not applicable.
---------------------------------

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for the OVL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the OVL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the OVL and duly perform the obligations of the Company to the satisfaction of the OVL. In case the Guarantor also fails to discharge its obligations herein and complete the job satisfactorily, the OVL shall have absolute rights for effecting the

execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good and loss that may be caused to the OVL for non-performance or unsatisfactory performance by the Guarantor or the Company of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and the OVL.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Company and the OVL i.e. up to ..... This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has full understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Parent Company)

M/s \_\_\_\_\_

Witness :

- 1.
- 2.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY (TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Bidder's particular) \_\_\_\_\_ hereinafter referred to as bidder of the first part and M/s. \_\_\_\_\_ (Parent Company's particulars) hereinafter referred to as "Parent Company" on the other part, whereas M/s. ONGC Videsh Limited (hereinafter referred to as 'OVL') has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and whereas M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s. \_\_\_\_\_ (Parent Company) and whereas Parent Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OVL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OVL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company) as a sub-contractor undertakes to provide financial, technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company and accepted by the bidder.  
However, as a minimum, following services will be necessarily covered by the Parent Company:  
\_\_\_\_\_  
\_\_\_\_\_
3. This agreement will remain valid till validity of bidder's offer to OVL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OVL to the bidder
4. It is further agreed that for the performance of work during contract period bidder and Parent Company shall be jointly and severally responsible to OVL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OVL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)  
M/s.

For and on behalf of  
(Parent Company)  
M/s.

Witness:

- 1)
- 2)

- 1)
- 2)

## ANNEXURE - II

### MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this .....day of ...Two thousand and .... by and between ONGC VIDESH LIMITED, a company registered under the Companies Act 1956, having its registered office at 6<sup>th</sup> Floor, Kailash Building, 26 KG Marg, New Delhi- 110 001, India (hereinafter referred to as "OVL/ ONGC-VL" 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 OVL is desirous of ..... (description of services) for carrying out OVL'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 OVL's operations as referred to herein and has submitted a bid for providing the required services against OVL's Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the OVL from time to time.

And Whereas OVL's has accepted the bid of the CONTRACTOR and has placed Fax order/ Letter of Intent/ Notification Of Award vide its letter no..... 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 and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

#### 1.2 OVL/ ONGC-VL:

Shall mean ONGC VIDESH LTD., India and shall include its legal representatives, successors and permitted assignees.

### 1.3 **SITE**

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

### 1.4 **OVL'S SITE REPRESENTATIVE**

Shall mean the person or the persons appointed by OVL 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 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 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 sub-letted by the CONTRACTOR after necessary consent of OVL.

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

### 1.9 **CONTRACT PRICE**

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

**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 Not used**

**1.10 WORKS / SERVICES:**

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 services as per CONTRACT and ready to begin work subsequent of OVL's acceptance /NOA/LOI.

**1.13 DEMOBILISATION:**

Shall mean the removal of all things forming part of the mobilisation from the site of OVL.

**1.14 Not used**

**1.15 SPECIFICATIONS:**

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

**1.16 Not used**

**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 or their representative in CONTRACT to ascertain quality, performance and efficiency of Services thereof.

**1.18 FACILITY:**

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

### 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 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.

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

Scope of the CONTRACT shall be as defined in the CONTRACT, as per annexure – III of bid document.

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

This CONTRACT shall remain valid for a period of 3. years from ..... (the date and time of commencement i.e mobilisation).

### 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 OVL

The Head Commercial,  
5<sup>th</sup> floor, Kailash Building,  
26 KG Marg,  
New Delhi – 110 001  
FAX:- 011 - 23730369

For executions and payments

Manager (HR)  
3<sup>rd</sup> Floor, Antriksh Bhavan  
26 KG Marg  
New Delhi – 110 001  
FAX No. 011-23358129

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

**4.0 DUTIES AND POWER /AUTHORITY :**

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

- (i) Overall supervision, co-ordination and t Management of services
- (ii) Monitoring of performance and progress
- (iii) Commenting/ countersigning on invoices etc.
- (iv) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any services, 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.
- (v) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the OVL's representative/engineer without which no claim will be entertained by the OVL.

- 5.2 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'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'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 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 by issuing amendment to the **CONTRACT**.

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

### 6.4 Assignment:

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

## **6.5 Waivers and amendments:**

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

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

7.1 OVL 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-7A. 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 addressed to the Chief Manager (F&A)-RO shall be submitted in triplicate to the I/C of HR/ER, 3<sup>rd</sup> Floor Antriksh Building, KG Marg, New Delhi – 110 001

7.3 Invoices with original supporting documents duly countersigned by the OVL's representative/ engineer wherever applicable will be submitted by the 7<sup>th</sup> of subsequent month by the CONTRACTOR to OVL and payment shall be made within 15 days from the date of receipt of invoice at the above office.

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

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

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

7.7 Not used.

## **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 OVL. OVL 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 OVL, 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 customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the OVL for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

8.4 NOT used

### **8.5 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.

### **8.6 CORPORATE TAXES:-**

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the OVL for the work done under this CONTRACT.

8.7 If it is so required by the applicable laws in force at the time of payment, the OVL shall withhold from the amount due to the CONTRACTOR and pay to the Indian

Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

8.8 It is noted that CONTRACT u/s 195(2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by OVL from the Dy. Commissioner of Income Tax (Asst.), Special Range-I, Dehradun. In view of the Central Board of Direct Taxes (CBDT)'s notification no 9579 dated 5.8.94 the foreign CONTRACTOR is responsible for filing the returns of their income as well as their SUB-CONTRACTOR's assignees (?) including that of their partner in the Joint Venture CONTRACTs (whether Indian or otherwise) and get their assessment completed with the Dy. Commissioner of Income Tax (Asst.), Special Range-I, Dehradun, India.

8.9 The employees of such foreign companies/concern/Joint Ventures, their SUB-CONTRACTOR and assignees are also required to file their return of income with Dy. Commissioner of Income Tax (Asst.), Special Range-I, Dehradun (India).

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

#### **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 OVL 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 OVL to improve their performance failing which the OVL may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

#### **10.0 PERFORMANCE BOND:-**

##### **PERFORMANCE BOND :-**

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

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

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

All imports and clearance under this CONTRACT shall be done by the CONTRACTOR and OVL 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 industry 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 OVL governing the operations. Should OVL feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to OVL's interest, the OVL 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 6 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 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, and all jobs will be carried out with full safety precautions. OVL'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.

#### **14. SECURITY:-**

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by OVL, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation/ work

and not required by the OVL. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

**15. STATUTORY REQUIREMENTS:-**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

**16. INSURANCE:-**

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as 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. OVL will have no liability on this account.

However, CONTRACTOR shall not be required to take insurance cover for their equipment, tools when these are in the custody of OVL.

B) Entire clause 16(B) deleted

C) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 13 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-  
"The insurers hereby waive their rights of subrogation against any individual, OVL, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR".

D) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish OVL with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance OVL or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that OVL 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 OVL 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.

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

F) 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.

## **17. INDEMNITY AGREEMENT:**

### **17.1 INDEMNITY BY CONTRACTOR:**

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified OVL, 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) judgments 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 OVL); 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 OVL); 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 OVL :**

Unless otherwise specified elsewhere in this CONTRACT, OVL 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 OVL (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 OVL ; and
- b) any loss or damage to :
  - i) any property owned, hired or supplied by OVL (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 OVL.

## **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 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**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23 annexure II.

### **18.3 Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the OVL 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 considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the OVL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The OVL 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.

## 18.5 Termination for delay in mobilization

Successful bidder shall be required to mobilize complete equipment along with crew for commencement of services at the specified site within a maximum of 15 days from the date of Fax order / LOI / NOA. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless OVL has extended the mobilization period with levy of Liquidated Damages, mentioned in the Special Conditions of Contract annexure III.

## 18.6 Consequences of termination

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

**In case of termination of CONTRACT herein set forth except under 18.1 and 18.2, the CONTRACTOR shall be put on holiday [i.e neither any enquiry will be issued to the party by OVL against any type of tender nor their offer will be considered by OVL against any ongoing tender(s) where contract between OVL and that particular CONTRACTOR (as a bidder) has not been finalised] for two years from the date of termination by OVL to such CONTRACTOR.**

## 19. 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. CONSEQUENTIAL DAMAGES:

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

## 21. CHANGE IN LAW:

In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of India or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Indian Govt. or public body which becomes effective after the date as advised by the OVL for submission of final price bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the OVL subject to the production of documentary proof to the satisfaction of the OVL to the extent which is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act or Law including Indian Income Tax Act, Rules or regulations of any Govt. or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Indian Govt. or public body becomes effective after the date as advised by the OVL for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the OVL.

Notwithstanding the above mentioned provisions, OVL shall not bear any liability in respect of (i) Personnel taxes on the employees of CONTRACTOR and the employees of all its SUB-Contractors etc. (ii) Corporate taxes in respect of the CONTRACTOR and its SUB-Contractors etc.

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

It is expressly understood and agreed by and between the CONTRACTOR and OVL (the Indian PSU), that OVL 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 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 is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT

## **23. FORCE MAJEURE:**

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

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

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the

ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, OVL shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

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

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

Firms/companies who have or had business relations with OVL are advised not to employ serving OVL employees without prior permission. It is also advised not to employ ex-personnel of OVL within the initial two years period after their retirement/resignation/severance from the service without specific permission of OVL. The OVL 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.

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

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

#### **27. ARBITRATION:**

##### **27.1 ARBITRATION**

##### **27.1 (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises)**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.

2. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

3. If amount of claim (excluding claim for interest and counter claim, if any) is upto Rs. 50 lakhs, OVL shall appoint a Sole Arbitrator who may be a retired officer of OVL/ any other PSU. If amount of claim (excluding claim for interest and counter claim, if any) exceeds Rs. 50 lakhs but is upto Rs. 5 Crores, OVL shall appoint a Sole Arbitrator from the panel of Jurist arbitrators maintained by OVL.

4. If amount of claim (excluding claim for interest and counter claim, if any) is more than Rs. 5 Crore, the dispute shall be referred to arbitration of an Arbitral Tribunal consisting of 3 Arbitrators from the panel of Jurist arbitrators maintained by OVL. The party invoking the arbitration shall appoint an arbitrator and call upon the other party to appoint its arbitrator within 60 days. Parties agree that they shall appoint the arbitrators from the panel of Jurist arbitrators maintained by OVL. The two appointed Arbitrators shall appoint the third Arbitrator from the panel of Jurist arbitrators maintained by OVL who shall act as the Presiding Arbitrator.

5. It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of OVL or is a retired employee of OVL.

6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7. It is a term of the Contract that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8. The arbitrators shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators):
Upto Rs. 5 Crore	6 months
Above Rs. 5 Crore	8 months

9. The Jurist Arbitrators shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) payable to each arbitrator (to be shared equally by the parties)
Upto Rs. 1 Crore	Rs. 1,00,000
Above Rs. 1 Crore and upto Rs. 5 Crores	Rs. 1,40,000
Above Rs. 5 Crores and upto Rs. 50 Crores.	Rs. 1,95,000
Above Rs. 50 Crores.	Rs. 2,80,000

The retired officer appointed as Sole Arbitrator shall be paid a Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc) of Rs. 7,500 per meeting subject to a maximum of Rs. 75,000 for the whole case.

In addition to the aforesaid fees, an arbitrator will be entitled to be paid Rs. 1,000 per day or A/c car for his local travel for holding the meeting as well as executive class air travel, boarding and lodging in 5 star hotels in cases where outstation travel is required. Expenses on these accounts as well as expenses on arranging the arbitration meetings / venue will be shared equally between the parties.

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

- (i) 25% of the fees on filing of reply to the statement of claims.
- (ii) 25% of the fees on completion of evidence.
- (iii) Balance 50% when award is ready for publication.

11. The Arbitration shall be held at the place from where the contract has been awarded. However, parties can mutually agree for a different place.

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

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

#### 27.2 (Applicable in case of CONTRACT on Public Sector Enterprises)

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

#### 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.

### **31.0 PATENT INDEMNITY**

31.1. The CONTRACTOR shall, subject to the OVL's compliance with Sub-Clause below, indemnify and hold harmless the OVL 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 OVL 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 OVL arising out of the matters referred to in GCC above Sub-Clause, the OVL shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the OVL'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 OVL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the OVL shall be free to conduct the same on its own behalf.

31.4. The OVL 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 OVL 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 OVL.

### **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 OVL 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 OVL. 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:**

N/A FOR THIS TENDER.

### **34.0 INTEGRITY PACT :**

The Integrity pact, duly signed by the authorized official of OVL 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 OVL shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and

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

the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

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

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

To,

ONGC Videsh Limited

\_\_\_\_\_

India

Dear Sirs,

1. In consideration of ONGC Videsh Limited, incorporated under the Companies Act, 1956, having its Registered Office at 601, Kailsh Building, 26 K G Marg, New Delhi-110001, India (hereinafter referred to as 'OVL', 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 having agreed that the CONTRACTOR shall furnish to OVL a performance guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees/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 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 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 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 may have in relation to the CONTRACTOR's liabilities.

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

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

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

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

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OVL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OVL 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 .....20\_\_ at .....

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

## **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by Indian Bidders will be given on non- judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing Bank.
2. The Bank Guarantee is to be submitted in INR only.
3. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 60 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
- 4 The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only.

**SCOPE OF WORK**

1. The contractor shall collect the official letters/ Documents / packets /cargo etc. from the various sections of OVL, Delhi and mail them to the destination within the stipulated time to various destinations with in or outside India, as time is of essence for courier service.
  2. The contractor shall pack the letters/documents / packets etc., in air tight envelopes (for safety of the document) as per industry practice. Similarly Cargo items shall be packed as per industry practice.
  3. The contractor shall be responsible for safe custody of the documents/Cargo till delivery.
  4. The contractor shall attend all work on priority and shall maintain secrecy of documents. No unauthorized person shall have access to any document or part thereof.
  5. No document should be held by the courier agency for any reason and if any article is not delivered, the Courier must return the document immediately to the sender.
  6. The bill/invoice of courier services provided shall be prepared by the Contractor section-wise and submitted on monthly basis to the concerned OVL officer, for certification/verification and payment. The contractor has to keep the record of Delivery (Proof Of Delivery )and has to submit the same to OVL as and when asked to do so.
  7. The contractor shall submit the bill in duplicate on monthly basis, latest by 7<sup>th</sup> of every month, for the preceding month. Bills should be addressed to Manager (F&A) and submitted to I/C Administration section, along with details of work done. The payment will be made within 15 days from the date of receipt of bill for undisputed amount.
8. Likely destinations of OVL and stipulated delivery period, are as under :

**National Capital Region (NCR)**

Zone	Time schedule for Delivery	0-250 gm.	Every additional 250 gm or part thereof	1-5 Kg.	For additional 5 Kg. or part thereof for cargo
Within Delhi	24 Hrs.				
NCR comprise of	24 Hrs.				

comprise of destination Noida, Greater Noida, Ghaziabad, Gurgaon, Faridabad					
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Note:

1. The rates are to be quoted within Delhi and around Delhi (NCR) as per the weights slabs mentioned above.
2. The quoted rates must be inclusive of all taxes applicable at the time of bidding. The details of taxes included and the rates considered and fuel surcharges etc. considered at the time of bidding be mentioned. Any change in these rates during the contractual period will be borne by ONGC-VL against documentary evidence.

### Domestic

Zone	Time schedule for Delivery	0-250 gm.	Every additional 250 gm or part thereof	1-5 Kg.	For additional 5 Kg. or part thereof for cargo
East	24. to 72 hrs.				
West	24 to 48 hrs.				
North	24 to 48 hrs.				
South	24 to 48 hrs.				
Central	24 to 48 hrs.				

Note:

9. Zone A: East-Comprise of destinations in states From Bihar to North East including West Bengal, Orissa & Jharkhand. The important destinations for delivery of documents & Cargo situated in these states are Kolkata, Sivasagar, Nazira, Jorhat, Guwahaty, Silchar (Assam), Agartala (Tripura),
10. Zone B: West- Maharastra, Gujarat, Goa. The important destinations for delivery of documents & Cargo situated in these states/UT are Betul (Goa), Uran, Mumbai, Panvel, (MH), Ahemadabad, Ankeshwar, Baroda, Cambay, Mehsana & Surat (Hazira) (Guj.)
11. Zone C: North-Punjab, Hariyana, HP, J&K, Uttranchal, UP. The important destinations for delivery of documents & Cargo situated in these states are Dehra Dun (Uttranchal), SundarNagar (HP)

12. Zone D: South- AP, Karnataka, Kerala, TN & Pondicherry. The important destinations for delivery of documents & Cargo situated in these states are Chennai (TN) , Karikal (Pondicherry), Rajahmundry, Vishakapatnam

13. Zone E: Central- Rajasthan, MP, Chattisgarh. The important destinations for delivery of documents & Cargo situated in these states are Jodhpur (Raj.)

14. The rates are to be quoted zone wise as per the weights slabs mentioned above. The important destination mentioned zone wise are indicative only. However delivery to destinations falling in the states mentioned against the respective zones are to be catered as per rates quoted above.

15. The quoted rates must be inclusive of all taxes applicable at the time of bidding. The details of taxes included and the rates considered and fuel surcharges etc. considered at the time of bidding be mentioned. Any change in these rates during the contractual period will be borne by ONGC-VL.

**International for documents**

Zone	Time schedule for Delivery	Upto 500 grams	Upto 1 to 2 Kgs.	Upto 2 to 3 Kgs.	For additional 500 grms or part thereof
A	72 to 96 hrs.				
B	72 to 96 hrs.				
C	72 to 96 hrs.				
D	72 to 96 hrs.				
E	72 to 96 hrs.				
F	72 to 96 hrs.				
G	72 to 96 hrs.				
H	72 to 96 hrs.				

**International for Cargo (by air only)**

Zone	Time schedule for Delivery	Upto 1-5 Kgs	Upto 6-10 Kgs.	Upto 10-15 kgs.	For additional 5 Kgs. or part thereof
A	5-7 days				
B	5-7 days				

Zone	Time schedule for Delivery	Upto 1-5 Kgs	Upto 6-10 Kgs.	Upto 10-15 kgs.	For additional 5 Kgs. or part thereof
C	5-7 days				
D	5-7 days				
E	5-7 days				
F	5-7 days				
G	5-7 days				

Note:

8. **Zone A:** consist of African countries- The important destinations for delivery of documents and cargo situated in Africa are Angola, Libya, Nigeria, Sudan.
9. **Zone B:** confederation of independent states(CIS)-Russia The important destinations for delivery of documents and cargo situated in CIS countries are- Azerbaijan, Croatia, Kazakhstan, Turkmenistan & Russia (Moscow/Sakhalin).
10. **Zone C:** consist of Latin American countries situated in North, South America and Canada. The important destinations for delivery of documents and cargo situated in Latin American countries are- Brazil, Canada, Colombia, Venezuela, Cuba, Congo, Peru, Trinidad & Tobago and Ecuador
11. **Zone D:** consist of Asian countries. The important destinations for delivery of documents and cargo situated in Asian countries are – China, Iran, Iraq, Indonesia, Japan, Jordan, Myanmar, Malaysia, Qatar, Singapore, Syria, Vietnam and Australia.
12. **Zone E:** consist of European countries. The important destinations for delivery of documents and cargo situated in Europeans countries are – Egypt, France, Austria, Netherlands, Spain, Turkey, UK, Belgium, Germany, Italy, Denmark, Switzerland
13. The rates are to be quoted zone wise as per the weights slabs mentioned above. The important destination mentioned zone wise are indicative only. However delivery to destinations falling in and around above countries are to be catered as per rates quoted for respective zones.
14. The quoted rates must be inclusive of all taxes applicable at the time of bidding. The details of taxes included and the rates considered and fuel surcharges etc. considered at the time of bidding be mentioned. Any change in these rates during the contractual period will be borne by ONGC-VL.

**SPECIAL CONDITIONS OF CONTRACT****1.0 Quantum of Jobs:**

The bidders are to quote for the scope of work in format as per appendix 7A. The bids shall be evaluated on basis of Evaluated value after applying the weights as detailed in the foot note in the price format on the quoted rates as per scope of work only.

**2.0 Payment Terms**

2.1 The Company shall pay to the Contractor on monthly basis for the jobs/services performed by the Contractor.

2.2 Payment shall be made for the actual quantum of jobs/services performed by the Contractor on certification by authorized representative.

2.3 Company shall pay above payments to the Contractor for Courier Services to be provided by the Contractor as per scope of work and agreed schedule of rates. The rates payable, shall be firm during the entire CONTRACT period.

2.4 All Bills in triplicate addressed to the Chief Manager (F&A), 6<sup>th</sup> Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi-110001 with original supporting documents duly verified by the concerned Company Officer will be submitted monthly by the Contractor to Manager (HR) - Admn., 3<sup>rd</sup> Floor, Antriksh Bhawan, 26 Kasturba Gandhi Marg, New Delhi-110001 and payment shall be made within 30 days from the date of receipt of bills at the above address.

**3.0 Payment conditions:**

The Contractor will obtain the following certificates on daily/ monthly basis duly signed by the concerned Company Officer for satisfactory performance of the following Facility Management Services.

**A: DAILY CERTIFICATE**

SI	ITEM	Quantum of penalty for non satisfactory performance per day
01	The courier has not reported after the call	Rs.500.00

## B: MONTHLY CERTIFICATE

SI	ITEM	Quantum of penalty for non satisfactory performance per month
11	If observed that document cargo not delivered in time as per scheduled time indicated in scope of work	Rs.10000.00

### 4.0 REDUCTION IN RATES:

If any of the above points in preceding clause (3.0) is not carried out to the satisfaction of the Company, the rates payable to the Contractor shall be reduced by quantum of amount shown against each point.

### 5.0 RECOVERY OF COST

- (I) In case Company is required to make alternate arrangements in emergencies, due to dissatisfaction of the supplies/services provided by the Contractor on any occasion, the entire cost of such services obtained on that occasion by the Company shall be fully recovered from the Contractor's monthly bills/ dues plus service charge of 10%.
- (II) The cost of any equipment, any item belonging to the Company broken/damaged or lost in transit by the Contractor's will be deducted from the bills payable to the Contractor by the Company. The extent and cost or damage will be as decided by the Company, which shall be final.

**6.0 Failure and Termination Clause/Liquidated Damages:** " Time and date of mobilization is the essence of the contract, if contractor/service provider fails to mobilize the supplies/services within the period fixed for such mobilization in the scope of work/technical specifications or at any time repudiates the contract before the expiry of such period, ONGC Videsh Ltd. without prejudice to any other right or remedy, available to it to recover damages for breach of the contract:

- (a) Recover from the contractor/service provider as agreed Liquidated Damages and not by way of penalty, a sum equivalent ½%(half percent) of the first year contract value including fixed charges per month for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for mobilization, where mobilization there is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto 5% of the first year contract value including fixed charges.

OR

- (b) Cancel the contract or portion thereof by serving prior notice to the contractor.
  - (c) Notwithstanding anything stated above, the email services will be deemed to have been mobilized only when it is satisfactorily functioning. If the email services provided is not functioning upto the satisfactory of ONGC Videsh Ltd., it will be considered as delayed until such time it is satisfactorily functioning.
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**BID EVALUATION CRITERIA**

**TENDER FOR COURIER SERVICES FOR OFFICES OF ONGC VIDESH LIMITED, NEW DELHI (YEAR 2008-2010 )**

**A. Vital criteria for acceptance of bids:-**

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. ONGC-Videsh Ltd. after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected outright.

**B. REJECTION CRITERIA**

**B.1 Technical rejection criteria**

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

1.0 Bid should be complete and covering the entire scope of work mentioned at annexure III of bid document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

2.0 Eligibility and experience of the bidder:

2.1(a) The bidder should have minimum experience of 5 (five) years in rendering Courier Services for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies as detailed in the Scope of Work from 31.05.2008. Bidders are to submit documentary evidence for their existence in rendering courier services since five years from 31.05.2008.

The agency should have executed such jobs for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies during in the last five years reckoned from 31.05.2008 and should submit documentary evidence to this effect in the form of satisfactory completion of services from reputed clients.

- One Contract of value Rs.28.8 Lakh  
or
- Two contracts of 18 Lakh  
or
- Three contracts of 14.4 Lakh

2.1(b) In case the bidder is an Indian company/ Indian Joint venture company, either the Indian company/ Indian Joint venture company or its technical collaborator/ joint venture partner should meet the criteria laid down at 2.1(a).

2.2 Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1(a) and 2(b) above.

2.3 In case the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

The leader of the consortium should satisfy the minimum experience requirement as per para 2.1(a) above.

The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.

All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to OVL for any and all obligations and responsibilities arising out of this contract.

2.4 (a) Indian companies/ Joint Venture companies :- Indian bidders whose proposal for technical collaboration/ Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening.

2.4 (b) Bidders should submit Memorandum of Understanding (MOU) / Agreement with their technical collaborator/joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work.

2.4(c) MOU/ Agreement concluded by the bidder with technical collaborator/ joint venture partner (in case of joint venture), should also be addressed to OVL, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them for the contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.

2.5 Offers of those bidders who themselves do not meet the experience criteria as stipulated in the BEC can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience and financial capability criteria as stipulated in the BEC. In that case as the subsidiary company is dependent upon the experience and financial capability of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed at Appendix 12) between the parent and the

subsidiary company and Corporate Guarantee (as per format enclosed at Annexure-11) from the parent company to OVL for fulfilling the obligation under the Agreement.

2.6 The Bidder should be an independent legal entity and registered with the Registrar of Companies/Registrar of firms. A copy of registration certificate must be attached with the bid. In case of bid from a Joint Venture Company or Consortium of Companies of a bid from Indian Company backed by a technical collaborator, certificate of registration/incorporation in respect of each constituent member of the Joint Venture/Consortium of Companies or the Back-up/technical collaborator Company should be submitted along with the technical bid.

2.7 The Bidder must have local office in New Delhi along with telephone no., tele-fax no., e-mail ID, etc. In case bidder is not having office in New Delhi, an undertaking is to be submitted in the technical bid that in event Contract is award to them, their office will be established in New Delhi within 15 days from date of NOA.

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

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

### **1.0 Proof of the sale/issue of bid document**

The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with offer.

2.0 Bid should be submitted in Two Bid system. The Technical bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark ( ✓ ) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid in a separate sealed envelope shall contain only the prices duly filled in as per the price bid format.

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

2.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

### **3.0 Acceptance of terms & conditions:**

The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure-II, Scope of work & Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure-I.

### **4.0 Offers of following kinds will be rejected:**

(a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer (Refer clause 15 of Instruction to Bidders at Annexure I).

(b) Telex/ Telegraphic /Fax/ E-Mail/ Xerox/ Photo copy offers.

(c) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.

(d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.

(e) Offers which do not conform to ONGC-Videsh Ltd.'s price bid format.

(f) Offers which do not confirm to the mobilization/delivery period indicated in the bid. (i.e. Successful bidder shall be required to mobilize men and materials after completing the formalities such as taking Entry passes for personnel etc. for commencement of services at the specified site within a maximum of 15 days from the date of Fax order / LOI / NOA.).

(g) Offers which do not confirm to the contract period of period of 3 (Three) years from NOA).

(h) Offers without signing of Integrity Pact, as per bid document.

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

### C. Price Evaluation Criteria

1.a) a) Bidders should quote prices in Indian Rupees only inclusive of all taxes, duties, levies, insurance, transportation etc., applicable for complete scope of work as per price Schedule at appendix 7A Annexure-I provided with the tender document.

1.b) Bids shall be evaluated on basis of the total evaluated value as per quoted rates for the services mentioned in Scope of Work for the contract period of three years after applying weights as Elaborated in under note at price schedule at appendix7A Annexure-I also) as under:

- i. The quoted rates for 0-250 gm category for within Delhi and NCR (Noida, Greater Noida, Ghaziabad, Gurgaon and Faridabad) shall be averaged and multiplied by factor 3/100 (0.03) for arriving Evaluated cost for the Delhi and NCR.
- ii. The quoted rates for five zones (East, West, North, South and Central) for 0-250 gm category as per scope of work shall be averaged and multiplied by factor 7/100 (0.07) for arriving Evaluated cost for the domestic sector.
- iii. The quoted rates for up to 500 gms. Category for five (A to E) as per scope of work shall be averaged and multiplied by factor 70/100 (0.70) for arriving Evaluated cost for the documents International Category.

- iv. The quoted rates for up to 5 kg category for five zones (A to E) as per scope of work shall be averaged and multiplied by factor 20/100 (0.20) for arriving Evaluated cost for the Cargo International Category.

The total of all evaluated cost for all Categories mentioned above (i to iv) will be considered for evaluation of bids in this tender for award of Contract.

c) Bidders should furnish the details of taxes, levies, duties etc, considered in the bid price in appendix 7B Annexure-I which will be used for the purpose of operating change in law provisions of the tender document.

## 2. Purchase preference to central PSUs:

2.1 OVL reserves the right to allow to the Central PSUs, Purchase Preference facilities as admissible under the existing policy, the parameters of which are defined in Office Memorandum No. DPE/13(1)/2002-Fin dated 14/6/2002 (as amended from time to time) issued by DPE, under the Ministry of Heavy Industries and Public Enterprises.

## D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC-Videsh Ltd. and that the contractor may suffer summary termination of contract / disqualification in case of violation.
3. Any other points arise during the tender/contract will be decided by ONGC-VL.
4. No Advance Payment shall be made to bidder. Bidder asking for advance payment will not be considered.
5. Submission of Evaluation Matrix:- Commercial and technical Evaluation Matrix enclosed along with the tender document is to be replied in CONFIRM / NOT CONFIRM, Agreed / Not Agreed and filled in with the reference page no. of their un-priced bid by the bidders. Bidder must submit this matrix duly filled in along with techno-commercial bid, failing which their bids are liable to be rejected.

**MATRIX OF BID EVALUATION CRITERIA**

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
A.	<p>Vital criteria for acceptance of bids:</p> <p>Is bidder has taken any exceptions/deviations in their bid?</p> <p>If yes, whether bidder has indicated specifically in their bid?</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	
B.1	<b>Rejection Criteria:</b>		
1.0	Whether the bid is complete & covering entire scope of work as per the bid document at annexure-III?	Confirm / Not confirm	
2.0	<b>Eligibility and experience of the bidder:-</b>		
2.1(a)	<p>The agency should be registered with registrar of Firms/Companies and should be in existence for last five years in rendering Courier Services for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies as detailed in the Scope of Work.</p> <p>The bidder should have minimum experience of 5 (five) years in rendering Courier Services for delivery of documents / cargo within India and outside India for Govt. office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies as detailed in the Scope of Work from 31.05.2008. Bidders are to submit documentary evidence for their existence in rendering courier services since five years from 31.05.2008.</p> <p>The agency should have executed such jobs for delivery of documents / cargo within India and outside India for Govt.</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
	<p>office, public sectors undertakings, Govt. Companies, reputed MNC's and Embassies during in the last five years reckoned from 31.05.2008 and should submit documentary evidence to this effect in the form of satisfactory completion of services from reputed clients.</p> <ul style="list-style-type: none"> <li>• One Contract of value Rs.28.8 Lakh or</li> <li>• Two contracts of 18 Lakh or</li> <li>Three contracts of 14.4 Lakh</li> </ul> <p>The agency should have a country wide network of branches located at all the major cities in India (essentially in cities as mentioned in the scope of Work.</p>	Confirm / Not confirm	
2.1(b)	Whether bidder is an Indian company/ Indian Joint venture company, the Indian company/ Indian Joint venture company or its technical collaborator/ joint venture partner meet the criteria laid down at 2.1(a).	Confirm / Not confirm	
2.2	Whether bidder has submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1(a) and 2(b) above.	Confirm / Not confirm	
2.3	<p>Whether bid is from consortium of companies?</p> <p>If yes,</p> <p>(i) Whether leader of consortium satisfies the minimum experience requirement as per para 2.1(a)?</p> <p>(ii) Whether the leader of the consortium confirms unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid?</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
	(iii) Whether all the members of the consortium undertaken in their MOU that each party shall be jointly and severally liable to OVL for any and all obligations and responsibilities arising out of this contract?	Confirm / Not confirm	
2.4(a)	<p>Whether bidder is Indian companies/ Indian Joint Venture companies?</p> <p>If yes,</p> <p>(a) Whether bidder has confirmed submission of Govt. approval, as necessary, on their application submitted to SIA, prior to the date of price bid opening?</p> <p>(b) Whether bidders have submitted Memorandum Of Understanding (MOU) / Agreement with their technical collaborator/joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work?</p> <p>(c) Whether MOU/Agreement addressed to OVL clearly stating that the MOU/ Agreement is applicable to this tender and shall be binding on them for the contract period. Notwithstanding the MOU/ Agreement, the responsibility of completion of job under this contract will be with the bidder?</p>	<p>Confirm / Not confirm</p> <p>Confirm/not confirmed</p> <p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	
2.5	<p>Whether bid is from 100% subsidiary of a parent company?</p> <p>If yes,</p> <p>Whether the parent company meets the experience and financial capability criteria as stipulated in the BEC?</p> <p>Whether parent company has submitted agreement as per the Annexure in tender document?</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
2.6	<p>Whether bid is from a Joint Venture Company or Consortium of Companies?</p> <p>If yes,</p> <p>Whether bidders submitted certificate of registration/ incorporation in respect of each constituent member of the Joint Venture/Consortium of Companies or the Back-up/technical collaborator Company along with the technical bid.</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	
3.0	<p>Whether the Bidder has local office in New Delhi along with telephone no., tele-fax no., e-mail ID, etc.?</p> <p>If Yes,</p> <p>Whether bidder has submitted details addresses of offices in India as well as in New Delhi?</p> <p>If no,</p> <p>Whether bidder has submitted undertaking that in event Contract is awarded to them, their office will be established in New Delhi within 15 days from date of NOA?</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	
<b>B.2</b>	<b>Commercial Rejection Criteria:</b>		
1.0	<p>Whether bidder has purchased tender document from OVL, New Delhi?</p> <p>If Yes,</p> <p>Whether bidder has submitted proof of document purchased from OVL along with their bid?</p> <p>Whether bidder has downloaded tender document from Web site of OVL, New Delhi?</p> <p>If Yes,</p> <p>Whether bidder has submitted proof of forwarding document from OVL along with their bid?</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
2.0	Whether bid has been submitted in two bid system as per tender document?	Confirm / Not confirm	
3.0	Whether, bidder has accepted all the terms & conditions of the tender document in toto?	Confirm / Not confirm	
4.0	(a) Whether bidder has submitted bid bond as per tender?  (b) Whether bid is in the form of Telex/Telegraphic /Fax/ E-Mail/ Xerox/ Photo copy?  (c) Whether bid validity is 90 days?  (d) Whether quoted prices are firm during the entire period of contract?  (e) Whether quoted prices are as per the price format of the tender document?  (f) Whether, bidder has accepted mobilization/ delivery as per tender document?  (g) Whether, bidder has accepted the contract period?  (h) Whether bid is with Integrity Pact?	Confirm / Not confirm  Confirm / Not confirm  Confirm / Not confirm  Confirm / Not confirm  Confirm / Not confirm  Confirm / Not confirm  Confirm / Not confirm	
5.0	Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. Bidder shall also bear, within the quoted rates, the custom duty, as applicable, in case of import of services arising out of this contract.	Confirm / Not confirm	
<b>C.</b>	<b>Price Evaluation Criteria</b>		
1.0	Evaluation of bids:		

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
	<p>1.a) Whether Bidders have quoted prices in Indian Rupees only inclusive of all taxes, duties, levies, insurance, transportation etc., applicable for complete scope of work as per price Schedule at appendix 7A &amp; 7B Annexure-I provided with the tender document.</p> <p>1.b) Whether Bidder noted that Bids shall be evaluated on basis of the total evaluated value as per quoted rates for the services mentioned in Scope of Work for the contract period of three years after applying weights as Elaborated in under note at price schedule at appendix7A Annexure-I) and Bid evaluation criteria section "C".</p> <p>1.c) Whether Bidders furnished the details of taxes, levies, duties etc, considered in the bid price in appendix7B Annexure-I which will be used for the purpose of operating change in law provisions of the tender document.</p>	<p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p> <p>Confirm / Not confirm</p>	
2.0	OVL reserves the right to allow to the Central PSUs, Purchase Preference facilities as admissible under the existing policy, the parameters of which are defined in Office Memorandum No. DPE/13(1)/2002-Fin dated 14/6/2002 (as amended from time to time) issued by DPE, under the Ministry of Heavy Industries and Public Enterprises.	Confirm / Not confirm	
<b>D</b>	<b>General</b>		
1	Whether bidder noted that the BEC over-rides all other similar clauses operating anywhere in the Bid Documents.	Confirm / Not confirm	
2	Whether bidder noted that the bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of OVL-Videsh Ltd. and that the contractor may suffer summary	Confirm / Not confirm	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
	termination of contract / disqualification in case of violation.		
3	Whether bidder noted that any other points arise during the tender/contract will be decided by OVL	Confirm / Not confirm	
4	Whether bidder noted that no Advance Payment shall be made to bidder. Bidder asking for advance payment will not be considered.	Confirm / Not confirm	
5	Whether bidder has submitted BEC Matrix as per tender document?	Confirm / Not confirm	

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**INTEGRITY PACT**

Between

ONGC Videsh limited hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder/ Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if

there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder/ contractor**

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

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

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

3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India ; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

## **Section 3-Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position

of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7–Criminal charges against violating Bidders / Contractors / Subcontractors**

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

### **Section 8 – External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from

the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

### **Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

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

-----  
For the Principal

-----  
For the Bidder / Contractor

Place -----

Witness 1 : -----.

Date -----

Witness 2 : --

**Instructions to fill and submission of Integrity Pact:**

- 1) The Integrity Pact shall have to be returned by the bidder along with techno-commercial bid (un-priced bid), duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid as per the Instructions to Bidders stipulated in the tender documents. All the pages of the Integrity Pact shall be duly signed by the OVL's and Bidder's signatories.
  - 2) Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.
  - 3) Integrity Pact is to be executed on plain paper
  - 1) Bidders downloading the bid document from web site will sign the Integrity pact first and will submit along with the technical bid (un-priced bid) and authorized person of OVL will sign after bids are opened.
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