

1. Tender No. : OVL/7//C/Cars/284/2007 dated 04.09.2007
2. Description of items : Two nos. of Honda Civic 1.8 S MT car (**White**)
3. Closing date & time for submission : 15.09.2007, 1400 hrs. (IST)
bids.

4. Date & time of opening of bids : 15.09.2007, 1500 hrs.(IST)

ONGC VIDESH LIMITED (“OVL”), a wholly owned subsidiary of ONGC VIDESH Ltd. (“ONGC”) – the National Oil Company of India, is engaged in exploration and production (E & P) of oil and gas outside India and is the second largest E & P Company in India both in terms of oil production and oil and gas reserve holdings.

As an overseas arm of ONGC, the primary business of OVL is to prospect for oil and gas acreages abroad including acquisition of oil and gas fields, exploration, development, production, transportation and export of oil and gas. OVL is actively seeking growth opportunities and has a proven track record of successfully closing substantial acquisitions over the past few years.

OVL solicits bids from dealers of Honda Cars appointed by Honda Cars for supply of two nos. of Honda Civic 1.8 S MT car (White) with leather seats / upholstery in beige color.

The bid document include

- Request for proposal (Invitation of bid)
- Bid Evaluation Criteria
- General conditions
- Instruction to bidders
- General terms and conditions

Contact Persons:

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The prequalification criteria to participate in this limited tender is that the bidder should be a dealer appointed by Honda Car and the copy of valid dealership certificate is to be submitted with their bids.

The bid documents have been forwarded to the following dealers in New Delhi as under:

COURTESY HONDA
(LALLY AUTOMOBILES PVT LTD.)
D – 196, OKHLA INDUSTRIAL AREA
PHASE-I
NEW DELHI-110020
Phone No.:011- 30827777,39870600

PRIME HONDA
(CAPITAL CARS PVT. LTD.)
120, F.I.E.,
PATPARGANJ
NEW DELHI-110092
PHONE nO.: 011-22155996-97, 22155984, 22155988, 22155958

RING ROAD HONDA
BAS ENGINEERING PVT. LTD.
40-42 Janpath
NEW DELHI-110001
PHONE nO.:011-41529300-01, 011-23704000-01

SOUTHEND HONDA
SAKET MOTORS PVT.LTD.
S-13, GREEN PARK EXTENSION MARKET,
NEAR UPHAAR CINEMA
NEW DELHI-110016
PHONE NO.:011-26536476/96

The complete bid document Bid Evaluation Criteria (BEC) is available on web site of ONGC VIDESH LTD. Bidders have option to get the tender document from office of ONGC Videsh Ltd., Delhi by contacting the contact person mentioned above or downloading the tender documents up to tender closing date and time and use the same for participation in the tender. The bidder downloading bid document must inform the contact person by email / fax that they have down loaded the bid document and are participating in the tender for creating their RFP in their name in the system. The bidders downloading the tender document from website should ensure to submit undertaking that no material change has been made in the form of bid document down loaded from the web site.



ONGC VIDESH LIMITED
(ONGC OVERSEAS)

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R S Gehlot
Manager - Commercial

No. OVL/7/I/CAR /284/2007

Dated 04th September 2007

TO:

INVITATION OF BID

Dear Sirs,

Sealed quotation is invited for purchase of Honda Civic 1.8 S MT car (Two Nos.) in the prescribed Bid forms and price format attached to this Bid document. The details of the tender are given below:-

1. Tender No. : OVL/7/I/C/Cars/284/2007
2. Description of items : Honda Civic 1.8 S MT car (**White**)
3. Closing date & time for submission bids. : 15.09.2007, 1400 hrs. (IST)
4. Date & time of opening of bids : 15.09.2007, 1500 hrs.(IST)
5. Bid validity up to : 30days from the date of opening of bid.
6. Correspondence Address : Manager(Commercial)
ONGC VIDESH LTD.
5th floor, Kailash Building, 26 KG Marg,
New Delhi-100 001 (**INDIA**).
7. Tender type : Limited tender with Single bid system

BID EVALUATION CRITERIA

1. Delivery period: immediate on award of order but not later than 30 days.
2. Dealer must confirm that they shall arrange insurance and registration of Vehicle and one year NDMC parking pass. The charges for these services shall be paid against documentary proof.
3. Number Plate is to be supplied with the car and 'ONGC Videsh Ltd' should be written in English and Hindi on the number plate.
4. Leather Seat Covers / upholstery of beige colour are required with Car. Cars offered without leather Seat Covers / upholstery to shall not be considered.
5. The copy of valid dealer certificate issued by OEM may please be enclosed with your offer.
6. The most economic bid for items No.1 to 6 as per price format will considered for price evaluation.
7. The Tender will be governed by General Conditions at Annexure-I. The instruction to bidder and Standard general terms and conditions are also annexed. Bidder is to submit undertaking with their bid that they accept all the terms and conditions laid in the bid document.
8. No earnest money deposit with bids or security deposit on award of this order is applicable.

Offers not complying with requirements at S. No. 1 to 8 above shall not be considered.

Yours faithfully,

(R S GEHLOT)

GENERAL CONDITION

1. Your quotation should be enclosed in the envelope sent. Quotation envelop must display clearly our reference number, subjects opening & closing date. The offer must reach in this office latest by 1400 Hrs. (IST) on 15.09.2007. Late offers will not be considered.
2. Your rate should clearly specify VAT, duties and levies applicable. If this information is not given, your rates will be taken as inclusive of all taxes. Amounts of forwarding charges, if any should be specified.
3. Net Rates should be quoted after applying available discounts if any with Corporate discount as per price format enclosed. No other alternative Unit will be considered.
4. If you are unable to offer your quotation, please return this tender to this office suitably endorsed.
5. Quotation will be open 15.09.07 at 1500 hrs. You may send your authorized representative along with Authority letter to be present at the time of opening the quotations, if desired.
6. Offer or modification of offer after the opening date will not be considered and no price negotiations will be held.
7. The validity for the offer should be up to 30 days in respect of this tender. In the absence of period of validity being mentioned in your offer, it will be assumed that your offer is with the validity asked for in the enquiry.
8. No advance payment will be made. Payment will be made within 7 days from the date of delivery of car duly registered with number plate fitted.
9. Prices quoted should be Net discounted prices. No separate discount will be considered for the purpose of evaluation.
10. State your TIN registration No. and Date in your Quotation.
11. **WARRANTIES AND GUARANTEES**
Standard Manufacturer's warranty shall be provided.

Appendix- II**PRICE FORMAT FOR Honda Civic**

<i>Sl. No</i>	<i>Descriptions</i>	<i>Qty. (in Nos.)</i>	<i>Unit</i>	<i>Unit Rates</i>	<i>VAT / Taxes/duties (% and amount) applicable on unit rates in column 5</i>	<i>Unit rate with taxes/duties</i>	<i>Total Amount</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7=5+6</i>	<i>8=7x3</i>
1.	Car Honda Civic model 1.8 S MT (White)_Net Price Ex-New Delhi show room considering discount / Corporate discounts with OEM's Leather Seat Covers / Upholstery in Beige colour.	2	No.				
2	Comprehensive Insurance of Car with driver and 4 people.	2	Per car				
3	Registration Charges (AT Delhi)	2	Per car				
4	Road tax (Delhi)	2	Per car				
5	NDMC parking fee for one year	2	Per car				
6	Any other statutory charges/ Taxes(specify details)	2	Per car				
<u>Total for item no. 1 to 7</u>							
OPTIONAL							
1	Recommended Additional Accessories / Add on per car other chargeable basis offered by OEM (Details of item, rates are to be given with the quotation)	2	Set				

ANNEXURE-I

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. ELIGIBLE BIDDERS

1.1 The bid should be from actual manufacturers.

1.2 The bids from sole selling agents/authorised distributors/ authorised dealers/authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorised them to market their product, provided further that such an authority letter is valid at the time of bid opening. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for procurement of the goods to be purchased under this Invitation for Bids.

1.4 Foreign collaboration/Joint ventures

1.4.1. In case Indian bidder by itself does not meet the experience requirement and is banking upon the experience of its foreign collaborators/joint venture firms regarding back-up consultancy, then he should have atleast applied for Government's clearance, wherever applicable for joint venture/collaboration with reputed foreign manufacturers, at the time of unpriced bids. Proof of Government's clearance should be submitted prior to the date notified for the opening of price bids failing which the offer will be ignored.

1.4.2. Indian Joint Venture companies having complete back-up of technology and quality assurance of their joint venture partners may be considered for placement of order for the entire requirement. Bulk order would, however, be released subject to a trial quantity to be initially ordered against it and its satisfactory performance.

1.4.3. In case of foreign collaboration/technology transfer, Indian Bidders may be considered for placement of trial order.

2.0 TENDER FEE - N/A

2.1 The offer will not be considered ~~without~~ tender fee. However, the Small Scale Industrial (SSI) Units which are themselves registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from payment of tender fee for the items they are registered with NSIC. The Government Departments are also exempted from payment of

tender fee. The firms registered with ONGC under Indigenisation Programme will not qualify for exemption 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. TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4. ELIGIBLE GOODS AND SERVICES

4.1 The Bidder will mention in its bid the origin of the goods and ancillary services to be supplied under the contract.

4.2 For the purpose of this clause, "Origin" means the place where goods are mined, grown or produced or from where ancillary services are supplied. Goods are produced when through manufacturing, processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 The origin of goods and services is distinct from the nationality of the Bidder.

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser 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

6. CONTENT OF BIDDING DOCUMENTS

6.1 The goods required, bidding procedures and contract terms are described in the bidding document. The bidding document consists of two parts. The first part is this booklet No. ONGC/MM/02 (for indigenous tenders) containing the annexures I and II of the bidding document. The second part will consist of the Invitation for Bids and the annexure III and IV, which will be supplied separately by OVL in each tender. In addition to the Invitation for Bids, the bidding documents include:

ANNEXURE I : **Instructions to Bidders** with following Appendices
(contained in booklet No: ONGC/MM/02)

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 : Check List.
Appendix 6 : Deleted.
Appendix 7 : Proforma of Bidder's past supplies
Appendix 8 : Proforma of Information on Bidder
Appendix 9 : Proforma of Price Schedule.
Appendix 10 : Proforma of Authorisation Letter for attending Tender Opening
Appendix 11 : Proforma of Certificate on Relatives of Directors
Appendix 11A : Extract of Section 297/299 of the Companies Act, 1956
- ANNEXURE II** : **General Conditions of Contract (GCC)** with following appendices. (Contained in booklet No. ONGC/MM/02)
Appendix 1 : Proforma of Performance Bond Bank Guarantee.
Appendix 2 : Proforma for intimation regarding readiness of materials for stage/final inspection.
- ANNEXURE III** : Description of Materials and Technical Specifications
Bid Evaluation Criteria. (page 2 of bid invitation)

6.2 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 or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

7. AMENDMENT TO BIDDING DOCUMENTS

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

7.2 All prospective Bidders that have received the bidding documents will be notified of the amendments in writing or by cable.

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

C. PREPARATION OF BIDS

8. LANGUAGE AND SIGNING OF BID

8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, 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.

8.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 11 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".

8.3 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 duly signed. In such cases reference to the additional page(s) must be made in the bid.

8.4 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.

8.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at appendix 5 are complied with in their bid failing which the offer is liable to be rejected.

8.6 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.

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

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

8.9 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.

8.10 The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. OVL may reject outright any bid not supported by adequate proof of the signatory's authority (Part provision deleted vide BL/02/14 dated 4.7.03)

8.11 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this model bidding document booklet no. ONGC/MM/02 are acceptable to it in toto.

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

(BL/02/1 dated 19.6.2000)

ONGC/MM/02/(10)

8.13 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.

9.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

(BL/02/11 dated 6.5.03)

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

9.2 In order to avoid clarification/confirmation after opening of bids, a system of holding pre-bid conference has been introduced so that objections/points of the bidders, if any, are taken into account and a mutually acceptable level of understanding is reached between OVL and the participating bidders with regard to various tender provisions before the bids are submitted. Hence, prospective bidders are advised to carefully examine the various tender provisions before attending the pre-bid conference and that doubts, if any, to the tender conditions/tender specifications should be raised during the pre-bid conference. OVL would try to ensure that the doubts raised by the prospective bidders are clarified to their satisfaction. In case, due to the points/doubts raised by the prospective bidders, any specific term & condition which is not a part of "Standard terms and conditions of tender" needs to be modified, then the same will be considered for modification. However, after tender closing/tender opening, no clarification would be sought by OVL. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in toto falling which their bids would be straightaway rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

10.0 DOCUMENTS COMPRISING THE BID

10.1 The bid prepared by the Bidder shall comprise of 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 Purchaser's satisfaction:

(i) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the good's Manufacturer or producer to supply the goods in India;

(ii) that the Bidder has the financial, technical and production capability necessary to perform the Contract;

(iii) (Provision deleted vide MM/02/01 dated 19.6.2000)

(iv) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the requirements of bidding documents.

(i) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by certificate of origin from the concerned Chamber of Commerce at the time of shipment.

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

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

2) A list giving full particulars including available sources and current prices of spare-parts, special tool etc. necessary for the proper and continuing functioning of the goods for a period of one year.

3) An item by item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and explanation to the provisions of the technical specifications.

d) Bid security. - N/A

e) (Provision deleted vide BL/02/12 dated 2.5.03)

f) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof failing which the bid will be rejected.

g) Bidding Document Acknowledgement Form

h) Bid Submission Form

i) Bid submission Agreement Form.

j) Check List.

k) Exceptions/Deviations Form

l) Bidder's past supplies Form

m) Form on Information on Bidder

n) Authorisation letter for Tender Opening

- o) Certificate on Relatives of Directors.
- p) Back-up Authority Letter alongwith warranty cover of manufacturer in case the bid is from sole selling agent/ authorised distributor/ authorised dealer/authorised supply house.

11.0 PRICE SCHEDULE

11.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11.2 Bid Prices

11.2.1 The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable) and total bid prices of the goods they propose to supply under the contract. Packing and delivery charges should be shown separately.

11.2.2 Indian Bidders must quote firm FOR destination price by rail or road.

(BL/02/01 dated 19.6.2000)

11.2.3 The terms ex- works, FOR destination etc. shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

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

11.2.5 Offer for whole as well as reduced quantity.

(BL/02/20 dated 11.8.04)

Bidders must quote for the full quantity of goods for each of the tendered item or category or group, in case the Bid Evaluation Criteria stipulated by OVL provides for evaluation of bids separately for such item or category or group of items.

Bidders can however quote for part quantity of the tendered item /category /group, if the Bid Evaluation Criteria specifically provides for doing so. In such event, the bidders can send EMD/ Bid security according to the quantity offered, (not exceeding the EMD/ Bid bond/ Bid security specified for entire tender).The amount of EMD/ Bid bond for part quantity must be as indicated in Bid Evaluation Criteria.

11.3 Payment of Excise Duty and Sales Tax (on ultimate products) and Customs Duty (for Indian Bidders)

11.3.1 Payment of excise duty and sales tax (on ultimate products) and customs duty, as applicable on the closing date of tender will be to supplier's/contractor's account. In the case of "Two Bid" system where revised

price bids are permitted after techno-commercial discussions, payment of these charges, as applicable on closing day of revised price bids, will be to supplier's/contractor's account. Any statutory variation (both plus and minus) in the rate of excise duty/sales tax/customs duty after the closing date of tender/revised price bid, as the case may be, as indicated above but within the contractual delivery/completion period will be to the account of OVL. The Bidder(s) will indicate separately in their bid the amount with exact rate of customs duty and the applicable item of customs tariff under which it is covered. Similarly the amount of excise duty and sales tax on ultimate finished product, as applicable at bidding stage, will be shown separately in the bid. In case, the above information subsequently proves wrong, incorrect or misleading:-

- a) OVL will have no liability to reimburse the excess in difference in rates of the item under which the duty/tax is assessed finally
- b) OVL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

Any increase in excise duty/sales tax/customs duty during extended period of the contract/supply order will be to supplier's/contractor's account where such an extension in delivery of the materials/completion of the project was on the request of supplier/contractor. However, any decrease in the excise duty/sales tax/customs duty during extended period of the contract/supply order will be to the account of OVL.

11.4 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.

11.5 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.

11.6 INCOME TAX LIABILITY

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

12.0 TERMS OF PAYMENT

12.1 100% payment subject to prior satisfactory inspection and proof of despatch

provided conditions laid down vide subparas (a) to (c) below are fulfilled:-

- (a) For orders other than Development orders under import substitution programme and orders exceeding Rs.1.00 lakh, security deposit/performance bond @ 7.5% of the value of order in all cases with the exception of contracts for Turnkey construction and platforms etc. for which security deposit/performance bond @ 10% of the value of the order has been furnished. – N/A
- (b) The goods have been insured by Supplier for losses, damages, breakages and shortages during transit at Supplier's cost and insurance cover in the name of OVL sent alongwith documents.
- (c) Documents are negotiated through State Bank of India.

(BL/02/04 dated 26.12.01)

If transaction is taking locally and payment is not envisaged through Bank, the payment against clear (undisputed) bills/invoices submitted by the vendor will be made by OVL within 15 (fifteen) working days from the date of submission of bills/invoices complete in all respects.

(BL/02/05 dated 25.1.02)

12.2 The bidders desirous of availing Electronic Fund Transfer facility (in case he is awarded the order/contract) need to have an account in any one of the specified branches of the State Bank of India (SBI) as mentioned in Appendix 12 of Instructions to Bidders of this bid document [In the phase-I, Electronic Fund Transfer through the following six branches, already in the list of SBI "Steps system" as mentioned below is being introduced: (i)SBI, Parliament Street, New Delhi, (ii)SBI, Tel Bhavan, Dehradun, (iii)SBI, Backbay Reclamation, Mumbai, (iv)SBI, Mehul Road, Chembur, Mumbai, (v)SBI, Commercial Branch, Mumbai and (vi)SBI, Egmore Branch, Chennai]. The vendors/contractors without opening account in the specified branches can also avail the facility by way of bankers' cheque from specified branches linked to "STEPS SYSTEM".

The suppliers/vendors have to bear fund transfer as well as bankers' cheque charges.

OVL will not take any responsibility for delay in transmission of funds by SBI due to whatsoever reasons.

The bidder, in his bid, must indicate the correct particulars viz. their Account number etc. to enable the SBI to put through the correct transaction.

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

13.1 In terms of Notification No. 20/99-Customs dated 28.2.99 (as amended), imports of the items specified therein are fully exempted from payment of Customs Duty subject to suitable certification indicated therein. However, this is

subject to change as per government guideline and the provisions ruling at the time of bid (price bid in case of 2 bid system) opening will be applicable.

13.2 No Customs duty is applicable on supplies made and works done directly in non-designated areas.

13.3 Also in terms of Notification No. 20/99-Customs dated 28.2.99 (as amended), imports of raw materials and components, falling under First Schedule to the Customs Tariff Act, 1975 for manufacturing in bond of goods for supplies to offshore oil exploration and offshore oil exploitation, are exempted from payment of whole of the duty of customs leviable thereon. However, this is subject to change as per government guideline and the provisions ruling at the time of opening of bid (price bid in case of 2 bid system) will be applicable.

13.4 In terms of Notification No. 5-99-CE dated 28.2.99 (as amended), supply of items specified therein in connection with oil exploration or exploitation activities, are qualified for concessional rate of Excise Duty subject to fulfilment of the requirement of Chapter-X of Central Excise Rules, 1944.

13.5 ONGC is registered under the Central Sale Tax Act and is entitled to avail concessional rate of Central Sales tax against form 'C' in respect of inter-state purchases.

13.6 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.

(BL/02/15 dated 15.7.03)

13.7 No sales tax will be paid on the Excise Duty component of the sale price where Excise Duty is to be refunded to the Supplier / Manufacturer under Deemed Export Benefit Scheme.

Note: These provisions are incorporated pursuant to the judgement proclaimed by honourable Supreme Court in Commissioner of Sales Tax, UP Vs Indian [Aluminium](#) Cables Ltd., (1999)8 Supreme Court Cases 586

14.0 CAPITAL ITEMS AND SPARES THEREFOR

The bidders, while quoting for equipment, will quote item wise separately for spares alongwith price for initial lot of spares for operation of the equipment for one/two years.

15. SAMPLES – N/A

Samples are not required unless specifically called for. When called for, each sample should have a card affixed with it and sealed indicating:-

- (a) Bidder's Name and Address.
- (b) Tender No.
- (c) Date of opening of tender.

ONGC/MM/02/(16)

- (d) Item No. against which tendered.
- (e) Any other description.

15.2 The Bid Evaluation Criteria at Annexure IV specifies the criteria for evaluation of samples, wherever called for.

15.3 The samples should be sent to the purchasing authority alongwith the offer. The cost and freight of sending the samples shall be borne by the Bidder and there will be no obligation on the part of receiving officer for their safe custody. Samples received late will be ignored. If the samples are sent by Rail Parcel, the Railway Receipt (R/R) should be posted separately to the addressee to whom the samples are sent (under covering letter giving the particulars of tender number and due date) well in advance to enable the addressee to get the parcel released before the date of opening of the tender. The R/R should not be sent alongwith the offer. Sample submitted with the tenders which have not been accepted, will, if have not been destroyed during testing, be delivered at the Bidder's cost provided the application for return is made to the officer to whom the samples are sent within one month of the date fixed for the opening of tender or after modification/cancellation of demand. OVL will not be liable for loss, damage or breakage in respect of the samples. If no application is received within the due date, samples will be disposed off by public auction and the sale proceeds credited to OVL.

15.4. In the case of chemicals and items such as Oil Well Cement of the specifications of International standards like API, the Bidder should submit alongwith their offer a report, obtained from an independent testing laboratory of repute, with regard to various parameters in accordance with the API standard or in accordance with other parameters specified in the tender enquiry. Such test report would be sent for a sample out of the recent lot of such materials produced by the Mill whose product is being offered. The bidder would also confirm that in the event of placement of order, the materials to be supplied would be identical to the materials for which test report is furnished and in the event there is any variation observed by a third party/Purchaser, at the time of testing at manufacturer's works prior to shipment or after receipt of materials at site then the complete lot would stand rejected.

16.0 SPECIFICATIONS

In case in tender OVL asks for "Maker's Design" or alternative specifications, the Bidder will clearly indicate as to how the material being offered will serve OVL's purpose and in what respect the offer differs from the required specifications.

17.0 NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN

The name of the manufacturer and country of origin should be clearly mentioned in the offer. In case of acceptance of his offer the Bidder shall have to furnish a certificate of origin from the concerned Chamber of Commerce of the exporting country along with negotiable shipping documents.

18. OFFERS FROM INDIGENOUS MANUFACTURERS.

Indigenous manufacturers quoting against this tender should clearly indicate:-

- i) If the product offered is to be manufactured as per indigenous know-how/design or under concluded collaboration. In case of collaboration the name of collaborator should be indicated.
- ii) Details of manufacturing and testing facilities and quality control procedures available with them.
- iii) Number of qualified persons and total employees etc.
- iv) Details of latest Income Tax Clearance
- v) Sales Tax Registration.

19.0 DELIVERY TERMS:

19.1 The delivery of the stores is required as stated at "Invitation for Bid". Any deviation must be clearly mentioned.

20.0 VAGUE AND INDEFINITE EXPRESSIONS

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

21. CATALOGUE/LITERATURE OF THE EQUIPMENT AND SPARE PARTS.

21.1 Bid must accompany necessary literature/catalogue of the equipment as well as the spares parts catalogue thereof failing which the offer will be rejected.

22.0 PERIOD OF VALIDITY OF BIDS

22.1 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.

22.2 The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

23.0 BID SECURITY N/A

23.1 The Bid Security is required to protect the purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 23.8.

23.2 Government Departments and Public Sector Undertakings are exempted from payment of Bid Security. Small Scale Industrial (SSI) units which are themselves registered with NSIC (and not their dealers/distributors)

are also exempted from payment of Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the items they intend to quote. Firms registered with OVL are also exempted from payment of Bid Security for purchases exceeding Rs.1.00 lakh only against limited tenders in normal tender procedure (present monetary limit for inviting limited tenders is Rs 5.00 lakhs) provided such firms are registered for the item (s) they intend to quote and they enclose with their offer a copy of latest and current registration certificate.

23.3 Firms registered with ONGC under Indigenisation Programme will not qualify for exemptions from payment of the Bid Security.

23.4 The Bidders not covered under Para 23.2 above must enclose with their offer (in case of two bid system, with techno-commercial bid) bid security. The amount for bid security has been indicated at Sl. No. 8 of "Invitation For Bid" (to be supplied separately with each tender).

23.5 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 Nationalised/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.

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

23.7 Subject to provisions in para 23.2 above, offers without Bid Security will be ignored.

23.8 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 30 days before the expiry of Bank Guarantee towards Bid Security.

23.9 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).

24.0 OFFERS WITH FAX BID BONDS N/A

24.1 Normally offers received alongwith 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 proforma 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),

24.2 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.

25.0 TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS:

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

D. SUBMISSION AND OPENING OF BIDS

26.0 SEALING AND MARKING OF BIDS.

Single Bid System

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

26.2 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".

26.3 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.

Two Bid System N/A

26.4.1 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. This cover will clearly be superscribed with "Techno-Commercial bid" alongwith 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" alongwith 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, alongwith the address of this office.

(BL/02/17 dated 02/01/040)

26.4.2 Price Bids, which remain, unopened with OVL, will be returned to the concerned bidders within a period of 5 working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).

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

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

27.0 DEADLINE FOR SUBMISSION OF BIDS

27.1 The Bid must be received by the Purchaser 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.

28.0 LATE BIDS

28.1 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.

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

29.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

30.0 OPENING OF BIDS:

30.1 The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix-10 hereto must be forwarded to this office alongwith bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

30.2 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

ONGC/MM/02/(21)

31.0 EVALUATION AND COMPARISON OF BIDS

31.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-IV to be supplied separately alongwith bidding document against individual tenders.

31.2 and 32 **Provision deleted (BL/02/17 dated 02.01.04)**

33.0 EXAMINATION OF BID

33.1 The Purchaser 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.

33.2 Prior to detailed evaluation, the Purchaser will determine the substantial responsiveness 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 and may not subsequently be made responsive by Bidder by correction of the inconformity.

34.0 SPECIFICATIONS:

34.1 Unless otherwise asked for, the Bids of "Maker's Design" or for alternative specification, the Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the goods 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.

(BL/02/03 dated 21.8.2000)

35. PRICE PREFERENCE FOR PRODUCTS OF SMALL SCALE UNITS - N/A

35.1. OVL reserves its right to allow to the Indian Small Scale Sector price preference facility as admissible under the existing policy.

35.2 (Clause deleted as **BL/02/03 dated 21.8.2000**)

36.0 CONTACTING THE PURCHASER

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

F. AWARD OF CONTRACT

37 AWARD CRITERIA.

Subject to clause 41.0, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

38. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

38.1 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.

39.0 ORDER ON HIGHER BIDDER

39.1. It should be noted that if a supply order is placed on a higher Bidder in preference to the lowest acceptable offer in consideration of an earlier delivery, the supplier will be liable to pay to the Purchaser the difference between the contract rate and the rate quoted by the lowest acceptable bidder in case he fails to complete the supply in terms of such contract within the specified date of delivery. This is without prejudice to other rights under terms of contract.

40.0 VARIATION IN QUANTITY - N/A

40.1 OVL is entitled to increase or decrease the quantities against any/all the items of the tender by not more than 20% (twenty percent) while placing the order. However, in case of procurement of goods under Two Bid system, any variations upto $\pm 20\%$ of the tendered quantity can be asked only before price bid opening.

41.0 NOTIFICATION OF AWARD

41.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex/fax to be confirmed in writing by registered letter that its bid has been accepted.

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

41.3 Upon the successful bidder's furnishing performance security, pursuant to clause 43, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

42.0 SIGNING OF CONTRACT

42.1 At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance with the General Conditions of Contract (G.C.C.) at Annexure-II.

The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

43.0 PERFORMANCE SECURITY N/A

43.1 Within 15 (fifteen) days of the receipt of notification of award from the Purchaser, 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 Purchaser.

43.2 The firms will be exempted from payment of Performance Security against development orders under import substitution programme. However, once the item has been developed, the payment of Performance Security against all orders will invariably be obtained.

43.3 No Performance Security in the form of bank draft or in lieu thereof Performance Bond is necessary for purchases upto Rs.1.00 Lakh. Performance Security in the form of bank draft or in lieu thereof performance bond is also not necessary for purchase of spares or stores/capital items/equipment of proprietary nature from original equipment manufacturers / Distributors / Sole Selling Agents/ authorised dealers.

43.4 Failure of the successful Bidder to comply with the requirement of clause 23.8(c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

(BL/02/16 dated 20.10.03)

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

44.0 CORRESPONDENCE. Refer covering page of RFP

44.1 OVL's Telex/ telegraphic/ fax/ cable address is _____ and Grams : _____

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

44.3 All correspondence shall bear reference to bid number/purchase order/contract.

(BL/02/08 dated 31.1.03)

45. 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 Mr. A K Vig GGM OVL 6th Floor, Kailash Building, 26, K G Marg, New Delhi.

(BL/02/22 dated 10.05.2005)

45.1 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.

APPENDIX - 1

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:.....

ONGC VIDESH Ltd.

.....
.....

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Four Annexures (alongwith their Appendices) enclosed to the "Invitation for Bid" (the first two annexures received as booklet No. ONGC/MM/02 and the last two annexures received separately) pertaining to procurement of _____ 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 Telegraphic Address :

OVL VIDESH Ltd

Telephone No.

TELEX NO:

FAX NO:

Dear Sirs,

1. I/We hereby offer to supply the materials 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, (as contained in booklet No. ONGC/MM/02) "Bid Evaluation Criteria" at Annexure IV and accepted the "General Terms and Conditions" at Annexure II (as contained in booklet No. ONGC/MM/02) for supply and have thoroughly examined and complied with the specifications, drawings and/or pattern stipulated at Annexure III hereto and am/are fully aware of the nature of the materials required and my/our offer is to supply materials 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 alongwith offer duly signed.

APPENDIX - 3

ONGC/MM/02/(27)

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 Bid would be kept open in its original form without variation or modification for a period of _____ (state the number of days from the last date for the receipt of tenders stated in the NIT) days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by 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)

(PURCHASER)

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

Proforma of Bank Guarantee towards Bid Security

BID BOND

Ref. No.....

Bank Guarantee No.....

Dated

To,

ONGC VIDESH Ltd.

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd., incorporated under the Companies Act, 1956, having its registered office at Jeevan Bharti, Tower-II, 124 Connaught Circus, New Delhi - 110001 - India and one of its offices at _____ (hereinafter called 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder', which expression shall unless repugnant to the context or meaning thereof, mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees/- (in figures) _____ (Indian Rupees / _____ (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

(BL/02/1 dated 19.6.2000)

2. We (name of the bank) _____, registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all

its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. / (in figures) _____ (Indian Rupees/ - (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

5. This guarantee shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

(BL/02/1 dated 19.6.2000)

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 ONGC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this day of at

WITNESS NO. 1

(Signature)

Full name and official
address (in legible letters)

(Signature)

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

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

Dated

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to (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 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.
3. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Banks only.

APPENDIX - 5

CHECK LIST

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

1. Please tick the box whichever is applicable and cross the box(es) 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 ? N/A

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
- (v) Date of issue of IPO/Bank Draft/Cashier's cheque.

2.1 Whether Bank Draft/Bank Guarantee for the requisite earnest money has been enclosed with the offer ? N/A

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
(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 statement incorporating the exceptions/deviations as per the proforma at Appendix - 6, been prepared and enclosed with the offer?

Yes

No

5. Has the bidder's past supplies proforma (Appendix-7) been carefully filled and enclosed with the offer ?

Yes

No

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

Yes

No

Not applicable

7. Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

Yes

No

8. Whether firm FOB, C&F, CIF and CIAF prices have been quoted by foreign bidders

Yes

No

9. 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

Signature of the Bidder

10. Whether fixed monthly rates have been quoted uniformly for entire contract period ?

Yes

No

Not applicable

11. 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

12. 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

13. 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

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

Yes

No

15. Has the offer been submitted in triplicate ?

Yes

No

16. 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

Signature of the Bidder

17. 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

18. 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

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

Yes

No

20. 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 (contained in booklet No. ONGC/MM/02) given and enclosed with the offer?

Yes

No

21. Whether required sample asked in bidding document has been submitted alongwith the offer ? N/A

Yes

No

Not applicable

22. Whether Security-cum-Performance Bank Guarantee clause, Jurisdiction clause, Acceptance of Personal Income Tax Liability Clause, Warranty Clause, Force Majeure Clause, Submission of Bid without tender fee clause, Acceptance of Liability of Customs duty as applicable on date of price bid opening clause, Telex/Telefax/Fax/xerox offers clause, offers without sample (wherever required) clause, Failure and Termination Clause of the bidding document are accepted ? N/A

Yes

No

Signature of the Bidder

23. If not, the clauses not accepted may please be indicated below:-

24. Whether guarantee/warranty has been furnished ?

Yes

No

Signature of the Bidder

GROUP `B`

(Applicable to indigenous bidders)

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

Yes

No

Not applicable

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

Yes

No

3. Whether the Bidder has quoted after taking into account various incentives and concessions granted to them for supplies to OVL, like facility to import raw material and components on concessional rate of customs duty, Deemed Export Benefits, etc. ?

Yes

No

Not applicable

Signature of the Bidder

Technical

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 product quoted is API approved and bears API monogram ?
N/A

Yes

No

3. Whether the materials being offered fully conform to the required technical specifications ?

Yes

No

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

Yes

No

5. In case of spares whether interchangeability certificate has been enclosed?
N/A

Yes

No

Not applicable

(Signature of the Bidder)

APPENDIX 6

EXCEPTION/DEVIATION PROFORMA

DELETED

APPENDIX - 7

BIDDERS PAST SUPPLIES PROFORMA

SL.NO.	NAME & ADDRESS OF CLIENT	PERIOD FROM	TO	DESCRIPTION IN DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	REMARK
--------	-----------------------------	----------------	----	---------------------------	--	--------

NOT REQUIRED

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

Signature of the Bidder

Name _____

Seal of the Company

APPENDIX - 8

**BIDDER'S INFORMATION PROFORMA
BIDDER MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF
THE FOLLOWING QUESTIONS**

1. Whether materials offered conform to particulars quoted at Annexure III (to be supplied separately by OVL against each tender). If not, details of deviations must be stated here :
2. (i) Brand :
(ii) Name & address of the manufacturer:
(iii) Country of Origin:
3. Guarantee date by which delivery can be completed:
4. Packing : Whether specification packing will be adhered to : N/A
5. Gross weight of Consignment/net Weight of each item: N/A
6. Here please state specifically whether the price offered by you, as to the best of your knowledge and belief, is not more than that of the price which is permissible for you to charge a private purchaser for the same class and description of goods under the provision of any law for the time being in force. If not, state the reason and margin of profit:
7. Is the firm registered under :
(i) The Indian Companies Act, 1913.
(ii) The Indian Companies Act, 1932/1956
(iii) Any other Act, if any, who are owners?(Please give full name)
8. Sales Tax Registration No. if any:
9. Central Sales Tax Registration No. if any:
10. Annual Turnover for last 3 years (Enclose audited Annual Reports) N/A
11. Present worth of bidding firm : N/A

Signature of the Bidder

Date.....

Appendix – 9

ONGC/MM/02/(42)

PROFORMA OF PRICE BID/SCHEDULE OF RATES

Tender No..... Bidder's Name Validity of offer.....
 Due Date..... Bidder's offer No.....

Sl. No.	Description	quantity	Unit	Rate per unit		Total	Extra
of	of			(both in figures & words)		(both in figures & words)	if any
Item	Item			Ex-works price	FOR destination	Ex-works price	FOR destination
				Price	Price		
1	2	3	4	5	6	7	

AS PER PAGE 4 OF BID INVITATION (APPENDIX II)

1. Delivery time
2. Delivery Point
3. Freight
4. Insurance

Bidder's signature
 Date
 Seal

Note

1. statutory charges which will not be borne by the bidder must specifically be indicated failing which OVL will not be liable for payment of such charges.
2. The nature and percentage of taxes and duties payable extra must be indicated separately

APPENDIX - 10

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. _____ Date _____

To,

The _____

ONGC VIDESH Ltd.,

_____ (India)

Subject : **Tender No.** _____ **due on** _____

Sir,

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

Yours faithfully

Signature of Bidder

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

APPENDIX 11

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

This has reference to our proposed contract for Rs..... regarding to be entered into with ONGC VL.

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

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

Authorised Signatory of
the Contracting Party

Place.....

Date.....

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

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

1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by OVL to the successful bidder including subsequent amendments to ORDER in writing thereto.

1.2 OVL/PURCHASER :

Shall mean ONGC VIDESH LTD., India and shall include all their legal representatives, successors and assignees.

1.3 SUPPLIER/CONTRACTOR :

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by OVL and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

1.4 SUB-CONTRACT:

Shall mean ORDER placed by the SUPPLIER for any portion of the ORDER 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.

1.5 SUB-CONTRACTOR :

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

1.6 ORDER 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 ORDER unless specifically agreed to in writing by OVL.

1.7 DELIVERY PERIOD :

Shall mean the date by which shipment/airfreighting/despatch, as indicated in the ORDER, is effected.

1.8 DESTINATION :

Shall mean the location of the consignee for which this ORDER has been issued.

1.9 EQUIPMENT/MATERIALS/GOODS :

Shall mean and include any equipment, machinery, instruments, stores, goods which SUPPLIER is required to supply to the PURCHASER for/under the ORDER/CONTRACT and amendments thereto.

1.10 SERVICES:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the SUPPLIER covered under the contract.

1.11 DRAWINGS :

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

1.12 SPECIFICATIONS :

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

1.13 INSPECTORS :

Shall mean any person or outside Agency nominated by OVL to inspect equipment, materials and services, if any, in the contract stage wise as well as final before despatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

1.14 TESTS :

Shall mean such process or processes to be carried out by the SUPPLIER as are prescribed in the ORDER considered necessary by OVL or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.15 APPROVAL :

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the OVL or their representative or documents, drawings or other particulars in relation to the ORDER

1.16 F.O.R. /Ex-works.

Shall mean the terms as explained in INCO Terms.

1.17 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER

Unless otherwise specified to the contrary, the date of LOI indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Performance Guarantee
- (vi) Payment terms
- (vii) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR but not agreed by OVL.

2. SCOPE OF ORDER :

2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.

2.2 Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being SUPPLIER's responsibility), shall be provided by the SUPPLIER without any extra cost.

(BL/02/07 dated 11.11.02)

2.3 The EQUIPMENT shall be manufactured in accordance with sound engineering and good industry standards and also the SUPPLIER shall in all respect design, engineer, manufacture and supply the same within delivery period to the same within delivery period to the entire satisfaction of OVL.

2.4 WORK TO BE CARRIED OUT UNDER THE ORDER :

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

2.5 LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/ MATERIALS:

The SUPPLIER/SUB-CONTRACTOR hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to OVL.

3. SPECIFICATION, DRAWING, TECHNICAL MANUALS :

3.1 The SUPPLIER shall furnish two copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before despatch of the equipment as under :-

- (i) Inspection Authority.

3.2 The SUPPLIER shall be responsible for any loss to the OVL consequent to the furnishing of the incorrect data/drawings.

3.3 The SUPPLIER shall provide cross-sectional drawing to identify the spare parts numbers and their location. The size of bearing, their make and number shall be furnished.

3.4 Specifications, design and drawings issued by OVL to the SUPPLIER alongwith tender specification and ORDER are not to be sold or given on loan. These documents continue to remain property of OVL OR THEIR ASSIGNEE AND ARE SUBJECT TO RECALL BY OVL. The SUPPLIER and its employees shall not make use of the drawings, specification and technical information for any purpose at any time and shall not disclose the same to any person, firm or corporate authorities, without written permission of OVL. All such details shall be kept confidential.

3.5 In order to facilitate quick disposal, copies of the drawing for approval shall be sent directly and simultaneously to the authorities specified in the ORDER in addition to the sets submitted to authority issuing ORDER.

4. ACCEPTANCE OF OFFER

With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by OVL, by means of LOI/purchase order, the contract is concluded.

The LOI/purchase order being itself an acceptance of the offer, does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

Any delay in acknowledging the receipt of the purchase order within the specified time limit or any qualification or modification of the order in the acknowledgement of the order by the SUPPLIER shall be a breach of the contract on the part of the SUPPLIER. Compensation for the loss caused by the breach will be recovered by OVL by forfeiting the earnest money/ bid security / bid bond given by the SUPPLIER. If the SUPPLIER's bid contains any condition and any correspondence containing conditions which are contrary to the NIT then they shall be considered as superseded and void on the acceptance of the bid by OVL.

Recovery of liquidated damages by the OVL from the SUPPLIER by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as

cancellation of the contract which had come into existence on the acceptance of the offer by OVL.

5.0 NOTICES :

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the party's address.

6. MODIFICATION IN ORDER :

6.1 All modifications leading to changes in the order 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 ORDER.

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

7. JOINT AND SEVERAL RESPONSIBILITY :

7.1 Where SUPPLIER's EQUIPMENT or any part thereof are to be used jointly with other equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to SUPPLIER) OVL will hold SUPPLIER and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.

7.2 Consequently, SUPPLIER shall establish and maintain all necessary contact with the manufacturer to be indicated by OVL with a view to ensuring the exchange of all relevant data and information.

8.0 PERFORMANCE SECURITY /PERFORMANCE BOND

8.1 No Performance Security or in lieu thereof performance bond is necessary for purchase upto Rs. 1.00 lakh. Also performance security or in lieu thereof performance bond is not necessary for buys of spares or stores/capital items/ equipment of proprietary nature from original equipment manufacturers/ distributors/ sole selling agents/ authorised dealers. In other cases the successful Bidder, within 15 (fifteen) days of the receipt of order/Letter of Intent, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for 7.5% of the contract value in the form of Bank Guarantee from a nationalised/scheduled Bank.

8.2 OVL shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.

8.3 Performance Security/ Performance Bond shall be refunded/returned to the SUPPLIER after completion of supplies/after satisfactory execution of the order.

8.4 In the event of non performance of the contract, if the losses suffered by OVL are more than the value of the Performance Security/Performance bond, OVL in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by OVL.

8.5 The performance security/performance bond shall remain at the entire disposal of OVL as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

8.6 **Development orders** : The firms will be exempted from payment of performance security/performance bond against development orders under import substitution programme. However, once the item(s) has been developed the payment of Performance Security/ Performance Bond against all orders will invariably be necessary.

**9. WARRANTIES AND GUARANTEES :
(MATERIALS AND WORKMANSHIP)**

9.1 SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

9.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever period conclude earlier unless specified otherwise in the conditions of contract, OVL shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/modification of the defective equipment at site without any cost to OVL within a reasonable period. If the SUPPLIER fails to take proper corrective action to repair/ replace defects satisfactorily within a reasonable period OVL shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER.

9.3. Damage to the machinery and/or EQUIPMENT due to incomplete and erroneous instructions issued by SUPPLIER will be the responsibility of the SUPPLIER and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.

9.4. In case defects are of such nature that EQUIPMENT shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the EQUIPMENT at his costs after giving necessary undertaking or security as may be required by OVL. OVL shall, if so required by the SUPPLIER, despatch the EQUIPMENT by quickest mode on "Freight-to-pay" basis to the

SUPPLIER's works. After repairs SUPPLIER shall deliver the EQUIPMENT AT SITE on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the SUPPLIER.

9.5. Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

9.6. If the repairs, replacement or modification referred are of such nature as may effect the efficiency of the EQUIPMENT, OVL shall have the right to give to the SUPPLIER within one month of such replacement/ renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

9.7. If the SUPPLIER fails to honour his obligation to repair or replace defective goods within a reasonable period of time, if SUPPLIER refuses to carry out work under the guarantee clause and implied guarantee conditions, if danger is anticipated or in case of severe urgency, OVL shall be entitled to carry out, at SUPPLIER's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by SUPPLIER, OVL is entitled to procure the remaining goods at SUPPLIER's cost and risk. This does not relieve SUPPLIER of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the SUPPLIER or his sub-contractors until delivery shall be borne by SUPPLIER.

10. PERFORMANCE GUARANTEE

10.1. SUPPLIER shall guarantee that the "performance of the EQUIPMENT/MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

10.2. ~~Materials/equipment~~ that shall be purchased from the subcontractor(s) shall have to ~~fulfill~~ the requirement as laid down vide paras 10.1 to 10.7 above.

11.0. REJECTION

(BL/02/07 dated 11.11.02)

If OVL finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters OVL will be the sole judge), OVL shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to OVL other rights and remedies to recover from the SUPPLIER any loss which the OVL may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, OVL will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each

month or part of a month and the loss and expenses if any caused to OVL, pay balance to the SUPPLIER.

12. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the stores, or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract :

(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2%(half percent) of the contract/supply order price of the whole unit per week 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 delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 5% of the contract/supply order price of the whole unit of stores which the contractor/supplier has failed to deliver within the period fixed for delivery; or

(b) Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.

(c) It may further be noted that clause(a) above provides for recovery of liquidated damages on the cost of contract/supply order price of delayed supplies(whole unit) at the rate of 1/2%(half per cent) of the contract/supply order price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract/supply order price of delayed supplies (whole unit). Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier or his foreign principals in accordance with the terms of supply order/contract or otherwise.

(d) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

13. LEVY OF LIQUIDATED DAMAGES(LD) DUE TO DELAY IN SUPPLIES

13.1 LD will be imposed on the total value of the order unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies). However, where

in judgement of OVL, the supply of partial quantity does not fulfil the operating need, LD will be imposed on full value of the supply order.

13.2 Calculation of liquidated damages

Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

13.3 Extension in delivery period due to delay on the part of OVL

When the extension of time is required due to any delay on the part of OVL, extension of delivery time for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay.

14. ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY-LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of contract.

15. INSPECTION/TESTING OF MATERIAL :

15.1. The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

15.2 The Contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analysed in terms of the specifications attached to the order and the relevant codes and practices specified therein by expression or implication.

15.3. The contractor should make available to OVL and any other individual/agency authorised by OVL for the purpose of inspection, all its records and results in respect of inspection, tests and analyses conducted by it as part of their manufacturing and testing operations under the applicable codes and practices specified by expression or implication in the order.

15.4. If necessary, inspection, tests and analyses shall be carried out/conducted at the Contractor's Works at the Contractor's cost.

15.5. If required by OVL, the Contractor shall provide and deliver free of charge for test (s)/analysis by an independent authority at any such place or places as OVL or its authorised inspector may reasonably require, such raw material (s) used or intended to be used for the contracted work by the Contractor as OVL/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.

15.6. OVL shall be entitled at all times, whether prior to, during or after the completion of inspection by itself and/or through Inspectors appointed by OVL at OVL's cost, to inspect, test and/or analyse and/or to direct the Contractor in all respects of any store(s) or materials or processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analyses so far as required, is to be conducted in the presence of the inspectors. The contractor shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.

15.7. Should the Contractor fail to comply with any of the provisions aforesaid relating to inspection, testing and/or analysis, OVL shall be entitled by itself and/or through Inspectors to conduct or have conducted the inspection, test and/or analysis at the risk and expense of the Contractor in all respects.

15.8. No rejected raw material shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of OVL or concerned Inspectors.

15.9. Unless otherwise specifically authorised by OVL in writing, the contractor shall not ship or despatch for shipment under the contract entered into, any material which has not been properly inspected/tested, marked and sealed, and/or analysed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the Inspectors.

15.10. In addition to the general conditions of the inspection stated above, the contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.

15.11. In addition to Inspector (s), OVL shall be entitled to nominate, depute or designate a representative to be stationed at the Contractor's factory in order to supervise and/or co-ordinate operations related to the contract. In the event of there being more than one factory involved in the work entrusted to the contractor, OVL shall be entitled to nominate, depute or appoint such representative (s) as necessary in respect of each such factory.

15.12. The Contractor shall, at his cost, afford and ensure proper working facilities to the said representative (s) at the factory (ies) to enable him to perform his functions, and shall furnish him with all such information, data and assistance as he may require for the proper performance of his functions. Availability of measuring instrument/test fixtures/special tools to carry out inspection/functional test will be ensured by Contractor. In the absence of necessary infrastructure facilities to perform the necessary tests, the Contractor shall arrange to carry out the test in an outside laboratory/test house approved by Govt./BIS/OVL.

15.13. The posting of such a representative by OVL or his actions in any manner does not absolve the Contractor of any liability and/or responsibility under this contract. The representative's posting shall be treated as advisory to OVL.

15.14. For false calls for inspection and for the cases where material is rejected on inspection, the SUPPLIER will bear the actual cost of inspection incurred/suffered by OVL.

15.15. Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.

15.16. The SUPPLIER shall give at least 10 days advance notice to inspection authority in format placed at Appendix 2.

15.17. Supplies in part (s) can be offered for inspection only if it is a condition of the contract failing which the SUPPLIER shall bear the actual cost of inspection incurred/suffered by OVL.

15.18. If Contractor requests for second inspection of materials on the ground that the materials originally inspected and accepted have been disposed of the same shall be inspected on merit of the case but at Contractor's cost.

16. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

16.1. If OVL finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which OVL will be the sole judge, OVL will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfilment of the contract.

16.2. Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

17. SUBLETTING AND ASSIGNMENT

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

18.0 VARIATION IN QUANTITY

OVL is entitled to increase or decrease the quantities against any/all the items of the tender by not more than 20% (twenty percent) while placing the order.

19.0. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20.0 INTER-CHANGEABILITY OF PARTS :

ONGC/MM/02/(56)

20.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to the Purchaser before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the machines and the existing fittings for which they are intended."

20.2 If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

(a) The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but are supplying only a kit.

(b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

(c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

20.3 Provided further, that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

21.0 BULK SUPPLIES (WHEREVER APPLICABLE) : N/A

21.1 Before commencing bulk manufacturing the SUPPLIER is advised to forward two units of the items as samples supported by at least three sets of manufacturing drawings for approval of Inspecting Officer. Such an approval may take about 15 days time, which should be catered for and included by the SUPPLIER within the delivery schedule. The Inspecting Officer will return one set of the sample and manufacturing drawings as token of approval. Such an approval will cover the risk of rejection of material on account of defective manufacturing procedure.

21.2 The SUPPLIER shall arrange for all testing facilities required by the Inspecting Officer free of charge in his plant. If the facilities for such tests are not available in the SUPPLIER's plant, the inspecting officer may carry out

such tests in any other test house/laboratory as desired by him and in that event the test charges shall be reimbursed by the SUPPLIER if the samples are not found acceptable whereas if the samples are acceptable the cost will be borne by OVL. The bulk shall be inspected with reference to approved sample and manufacturing drawings. The sampling procedure shall be decided by the inspecting authority.

21.3 The SUPPLIER shall give 21 days notice of the readiness of material for inspection.

22. BREAKAGE/SHORTAGE :

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

23. DESIGNS, PATENTS AND ROYALTIES :

If any material used or methods or processes practised or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which CONTRACTOR is not licensed, the CONTRACTOR shall, before using the material, method or process, as the case may be, obtain such licence(s) and pay such royalty(ies) and licence-fee(s) as may be necessary. The CONTRACTOR shall keep OVL indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against OVL on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the CONTRACTOR shall, at their own risk and expense defend any suit for infringement of patent or like suit brought against OVL (whether with or without the CONTRACTOR being a party thereto) and shall pay any damages and costs awarded in such suit, and keep OVL indemnified from and against all consequence thereof.

24. 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 (seventy two) hours of the alleged beginning and 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 cancelling this contract in whole or part at its discretion without any liability at its part.

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

25. LANGUAGE/TERMINOLOGY :

The SUPPLIER shall ensure that the language/terminology/Description of goods used in supply order/ Bill of Lading/ Airway Bill/Invoice is verbatim in English and not at variance.

26. PACKING & MARKING :

The SUPPLIER shall consign/ship the materials in worthy packing conforming to the prescribed standards in force to withstand journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of FOR destination contracts from CONTRACTOR's ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (a) Supply Order No. and date
- (b) Name of SUPPLIER.
- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

(BL/02/07 dated 11.11.02)

26.1.1 In case of hazardous chemicals / materials the bidder will provide material safety data sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

(BL/02/01 dated 19.6.2000)

27 PAYMENT OF EXCISE DUTY AND SALES TAX (ON ULTIMATE PRODUCTS) AND CUSTOMS DUTY (FOR INDIAN BIDDERS)

Payment of excise duty and sales tax (on ultimate products) and customs duty as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account. In the case of "Two Bid" system where revised price bids

are permitted after techno-commercial discussions, payment of these charges, as applicable on closing day of revised price bid, will be to SUPPLIER's/ contractor's account. Any statutory deviation (both plus and minus) in the rate of excise duty/ sales tax/customs duty after the closing date of tender/ revised price bid, as the case may be, as indicated above but within the contractual delivery/completion period will be to the account of OVL.

Any increase in excise duty/sales tax/customs duty during extended period of the contract / supply order will be to SUPPLIER's / contractor's account where such an extension in delivery of the material / completion of the project was on the request of SUPPLIER/ contractor. However, any decrease in excise duty /sales tax/ customs duty during extended period of the contract/ supply order will be to the account of OVL.

28. CONCESSION PERMISSIBLE UNDER STATUTES

28.1 The Supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which he will have to bear extra cost where SUPPLIER/Contractor does not avail concessional rates of levies like customs duty, sales tax, etc. OVL does not take any responsibility towards this. However, OVL may provide necessary assistance wherever possible, in this regard.

29. PROGRESS ON MANUFACTURING OF ITEMS:

From the date of receipt of order, the manufacturer will send report on monthly basis to the Purchase Authority about the progress on manufacturing of item (s) ordered on him. The monthly progress report will be sent on regular basis till completion of entire supply as per delivery date indicated in supply order.

30. TERMS OF PAYMENTS

The terms of payment shall be as stipulated in main body of the purchase order.

31. EXTENSION IN DELIVERY PERIOD DUE TO DELAY ON THE PART OF THE OVL

When the extension of time is required due to any delay on the part of OVL, extension of delivery time for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay.

(BL/02/02 dated 24.7.2000)

32. ARBITRATION ([Applicable](#) in case of [Indigenous Contract](#) upto Rs 1.00 crore)

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, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the contract or

breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by the Director of OVL.

It is also agreed that there will be no objection for appointment of an employee of OVL as a Sole Arbitrator who also holds shares of OVL.

Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from proceedings, it shall be lawful for the Director of OVL 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.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the CONTRACT that neither party to the CONTRACT shall be entitled for any ante-lite (pre-reference) or pendente-lite interest on the amount of the award. (BL/02/18 dated 27.01.04)

The arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be the place from where the purchase order/contract has been placed/made.

The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

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

Arbitration : (Applicable to indigenous contracts exceeding Rs. 1.00 Crore)

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, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.

In case a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment, upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International Commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts,

the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed/made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

If any of the Arbitrators so appointed dies, resigns, 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.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the CONTRACT that neither party to the CONTRACT shall be entitled for any ante-lite (pre-reference) or pendente-lite interest on the amount of the award. (BL/02/18 dated 27.01.04)

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be the place from where the purchase order/contract has been placed/made.

The fees of the arbitrators shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

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

33. ARBITRATION CLAUSE (APPLICABLE IN CASE OF SUPPLY ORDERS/ CONTRACTS 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, Incharge of 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 award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorised by Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

34. APPLICABLE LAW AND JURISDICTION

34.1 The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

34.2 Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

35 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. OVL may decide not to deal with such firm(s) who fail to comply with the above advice.

36. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

(BL/02/10 dated 13.3.03 [and BL/02/19 dated 08.04.04](#))

37. The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value [of such defective unit\(s\) and associated tools. In no event shall either party be liable to the other for any indirect or consequential damages whatsoever arising.](#)

(BL/02/13 dated 27.5.03)

~~38. Domestic bidders who participate in the tender but have not supplied similar material to either OVL or OIL in the past would only be considered for placement of development order after satisfactory inspection of their plant and facilities and provided no development order is pending with such parties. Development order will be placed for upto 20% of the tendered quantity but quantity shall be in addition to the tendered quantity and shall be subsequently reduced from future requirement. Rates at which development order is placed shall be the L-1 rate received in the tender or the rate quoted by the bidder in the tender which is being considered for development order, whichever is lower. As this bidder would not be considered in the regular tender, their price bid would be opened only after finalization of the tender. After satisfactory execution of development order, the bidder(s) will be considered as developed/proven sources and their offer will be considered against future tenders. The bidders may note that since development of a product is based on their own assessment of requirement, successful~~

development and or supply to OVL thereof no way guarantees the bidder any assured order(s) from OVL.

Appendix – 1

Proforma of Bank Guarantee towards Performance Security.

NOT REQUIRED

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

ONGC VIDESH

India

Dear Sirs,

1. In consideration of Oil & Natural Gas Corporation Limited, incorporated under the Companies Act, 1956, having its Registered Office at Jeevan Bharti, Tower-II , 124 Connaught Circus, New Delhi-110001, India and one of its offices at _____ (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/US\$ for the faithful performance of the entire contract.

(BL/02/01 dated 19.6.2000)

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- (in figures) _____ [Indian Rupees/- (in words) _____] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by 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

ONGC/MM/02/(65)

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 order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) _____ [Indian Rupees/- (in words) _____] and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of 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)

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase order has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the contract completion date unless otherwise specified in the bidding documents/Purchase order.
3. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Banks only.

Appendix – 2

From : M/s _____

NO. _____

DATE : _____

TO
HEAD, QUALITY ASSURANCE DIVISION,
OVL VIDESH LTD.

.....
.....

SUB: INTIMATION REGARDING READINESS OF MATERIALS FOR
STAGE/FINAL INSPECTION.

REF : SUPPLY ORDER NO. _____
_____ DATED _____

Sir,

Against subject supply order, the materials are ready for inspection as follows
(strike out which is not applicable) :

- i) Full Quantity as specified in the Supply Order.
- ii) Materials ready only in part quantities

Item No.	Qty. Ordered	Qty. Ready
-----	-----	-----

iii) Materials are ready for Ist/Ind/Final Stage as per Quality Plan already approved.

iv) Materials are ready after Ist Rework/Ind Rework in full quantity.

Our factory is closed on _____ for weekly off.

Kindly arrange to inspect the materials accordingly.

On arrival, please contact Mr. _____ of our firm (Phone No. _____), who will coordinate the job of inspection.

Yours faithfully,

(Signature with name and
full address of supplier)

Copy for information to Order Placing Authority