



**ONGC VIDESH LIMITED**  
(ONGC OVERSEAS)

5<sup>th</sup> FLOOR, KAILSH BUILDING  
26, KASTURBAGANDHI MARG  
**NEW DELHI- 110 001 INDIA**  
**PHONES:** +91 11 41291152  
**FAX** + 91 11 2373 0369

ONGC VIDESH LIMITED ("OVL"), a wholly owned subsidiary of Oil and Natural Gas Corporation 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 for capacity enhancement of the existing SAN storage array at the Corporate Data Centre, OVL, New Delhi as per the scope of work attached in the bid document.

The bid document include

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

Contact Persons:

- 1) Shri Rajesh Kaul,  
Head-IT,  
ONGC Videsh Limited;  
6th Floor, Kailash Building;  
26, K.G. Marg; New Delhi - 110001

**Phone:** + 91 11 41291333

**Fax :** + 91 11 23730369

- 2) Shri D.P.Bagria,  
Chief Manager (MM)  
ONGC Videsh Limited;  
5th Floor, Kailash Building;  
26, K.G. Marg; New Delhi – 110001

**Phone:** + 91 11 41291152

**Fax :** + 91 11 23730369

## **PRE-QUALIFICATION CRITERIA**

The bidder should be an authorized service provider of HP for similar type of services. Bidder must be authorized by M/S HP to participate against this particular tender.

Bidders who are qualifying above pre-bid criteria have option to get the tender document issued from office of ONGC Videsh Ltd., Delhi by contacting the contact persons mentioned above or downloading the tender documents and use the same for participation in the tender. The bidder downloading bid document must inform the contact persons and submit the supporting documents before one day prior to the date of opening of tender for creating RFQ in their name in the system. If the necessary supporting documents are not submitted before one day prior to the date of opening of tender, then the offer will be treated as unsolicited offer and will not be opened.

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.



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D.P.Bagria  
Chief Manager(MM)

No. OVL/7/I/C/Storage/375/2008

Dated 29.01.2009

TO:

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

#### INVITATION OF BID

Dear Sirs,

Sealed quotation is invited for capacity enhancement of the existing SAN storage array at the Corporate Data Centre, OVL, New Delhi 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/Storage/375/2008
2. Description : Capacity enhancement of the existing SAN storage array
3. Closing date & time for submission of bids : 19.02.2009, 1400 hrs. (IST)
4. Date & time of opening of techno-commercial bids : 19.02.2009, 1500 hrs. (IST)
5. Date of opening of priced bids : will be intimated later
6. Bid validity up to : 90 days from the date of opening of bid.
7. Correspondence Address : Chief Manager (Commercial)  
ONGC VIDESH LTD.  
5th floor, Kailash Building,  
26 KG Marg,  
New Delhi-100 001

8. Tender type : Limited tender with two bid system
9. Delivery period : 8 weeks from the date of issue of notification of award of contract.

The Tender will be governed by the instructions to bidders as per Annexure-I, General contract conditions at Annexure-II, Scope of works at Annexure-III and Bid evaluation Criteria at Annexure-IV & Compliance of BEC Matrix at Annexure-IVA.

“Two bid system shall be followed for this tender. Bidders should take due care in submitting this tender in accordance with requirement of submission in sealed covers.

ONGC Videsh Ltd. wants to finalise this tender within a limited time schedule. ONGC Videsh Ltd. will not seek any clarifications subsequent to opening of bids and bids not conforming to tender conditions shall be rejected. Therefore, bidders are advised to submit their bids complete in all respect as per requirement of tender document clearly specifying their categorical acceptance to all the clauses of Bid Evaluation Criteria, General Contract conditions and compliance to the Scope of Works requirement etc.

Yours faithfully,

(D.P.Bagria)

### **GENERAL CONDITIONS**

1. Your offer should be submitted in a sealed envelope super scribing clearly our reference number, subject, opening & closing date. Late offers will not be considered.
2. Your rate should clearly specify all the taxes and duties 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 clearly indicated in the offer.
3. If you are unable to offer your quotation, please return this tender to this office suitably endorsed.
4. Quotation will be opened on 19.02.2009 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.
5. Offer or modification of offer after the opening date will not be considered and no price negotiations will be held.
6. The validity for the offer should be up to 90 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.
7. No advance payment will be made.
8. State your TIN registration No. and Date in your Quotation.

## **ANNEXURE-I**

### **INSTRUCTIONS TO BIDDERS**

#### **A: INTRODUCTION**

**1. Eligibility and experience of the bidder:-**

The bidder should be an authorized service provider of HP for similar type of services. The bidder should submit documentary evidence to this effect.

**2. TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**3. COST OF BIDDING**

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the ONGC-VL 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**

**4. CONTENT OF BIDDING DOCUMENTS**

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

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

Appendix 1	:	Bidding Document Acknowledgement proforma
Appendix 2	:	Bid submission proforma
Appendix 3	:	Bid submission Agreement proforma.
Appendix 4	:	Bid Bond Bank Guarantee proforma
Appendix 5	:	Checklist
Appendix 6	:	Proforma for Bidders past services(similar)
Appendix 7	:	Proforma of Authorisation Letter for attending Tender Opening
Appendix 8	:	Proforma of Certificate on Relatives of Directors
Appendix 9	:	Proforma for changes / modifications
Appendix 10	:	Integrity Pact

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

Appendix 1 : Proforma of Performance Bond Bank Guarantee.

**ANNEXURE III:** Scope of work, Technical Specifications and Price Bid Proforma.

**ANNEXURE IV :** Bid Evaluation Criteria.

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

### **C. PREPARATION OF BIDS**

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

5.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the ONGC-VL 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.

5.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 10 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".

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

5.4 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.

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

5.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC-VL. 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.

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

5.8 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.

5.9 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.

5.10 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. ONGC-VL may reject outright any bid not supported by adequate proof of the signatory's authority

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

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

5.13 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.

## 6.0 **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

6.1 ONGC-VL has to finalise its purchase within a limited time schedule. Therefore, ONGC-VL will not seek any clarifications in respect of incomplete offers.

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

## 7.0 DOCUMENTS COMPRISING THE BID

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

a) Price schedule.

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

(i) that the Bidder has the financial capability necessary to perform the Contract;

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

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

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

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

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

d) Integrity Pact

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

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

## **8.0 PRICE SCHEDULE**

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

### **8.2 Bid Prices**

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

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

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

### **8.3 CONCESSIONS PERMISSIBLE UNDER STATUTES**

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

### **8.4 INCOME TAX LIABILITY**

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

### **8.5 Service Tax Liability**

The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the

classification of the respective service (as per Service Tax rules) under which the Service Tax is payable.

In the contracts involving multiple services or involving supply of certain goods / materials alongwith the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services.

In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. OVL will not entertain any future claim in respect of Service Tax against such offers.

In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

- a) OVL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.
- b) OVL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

The service provider should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted alongwith the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract.

## **9.0 BID CURRENCIES**

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

## **10.0 PAYMENT**

100% payment will be made after successful completion of the capacity enhancement of the storage array as per scope of work given in the tender document and accepted by Head-IT or his authorised representative.

All payments will be made through NEFT/ECS. The bidders will be required to be filled up the NEFT/ ECS format on award of contract.

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.

## **11.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

## **12.0 PERIOD OF VALIDITY OF BIDS**

12.1 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.

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

## **13.0 BID SECURITY: Not Applicable**

## **14.0 TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS:**

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

## **D. SUBMISSION AND OPENING OF BIDS**

### **15.0 SEALING AND MARKING OF BIDS.**

15.1 Bids 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.

15.2 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".

15.3 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.

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

15.5 ONGC-VL will not be responsible for the loss of tender form or for the delay in postal transit.

#### **16.0 DEADLINE FOR SUBMISSION OF BIDS**

16.1 The Bid must be received by the ONGC-VL 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.

#### **17.0 LATE BIDS**

17.1 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.

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

#### **19.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

#### **20.0 OPENING OF BIDS**

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

20.2 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**

## 21.0 **EVALUATION AND COMPARISON OF BIDS**

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

## 22.0 **UNSOLICITED POST TENDER MODIFICATIONS:**

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

## 23.0 **EXAMINATION OF BID**

23.1 The ONGC-VL 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.

23.2 The ONGC-VL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the bid Evaluation Criteria of the bidding document will be rejected.

## 24.0 **SPECIFICATIONS:**

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

25.0. ONGC-VL also reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

## 26.0 **CONTACTING THE ONGC-VL**

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

## **F. AWARD OF CONTRACT**

### 27.0 **AWARD CRITERIA.**

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

### 28.0 **ONGC-VL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

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

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

29.1 Prior to the expiration of the period of bid validity, the ONGC-VL will notify the successful bidder in writing that its bid has been accepted.

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

29.3 Upon the successful bidder's furnishing performance security, pursuant to clause 32, the ONGC-VL will promptly notify each unsuccessful bidder and discharge their bid securities.

## **30.0 MOBILISATION / COMPLETION PERIOD**

As indicated in scope of work

## **31.0 SIGNING OF CONTRACT**

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

## **32.0 PERFORMANCE SECURITY : Not applicable**

## **33.0 CORRESPONDENCE.**

33.1 ONGC-VL's Telex/ telegraphic/ fax/ cable address is Head Commercial, 5<sup>th</sup> Floor, Kailash Building, 26 KG Marg, New Delhi-100 001 and Fax No.011-23730369/23721755

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

33.3 All correspondence shall bear reference to bid number.

**34. 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 The Executive Director, ONGC-VL Videsh Ltd., 6<sup>th</sup> Floor, "Kailash Building" , 26 K.G.Marg, New Delhi.

**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" pertaining to providing of \_\_\_\_\_ services against tender no. \_\_\_\_\_.

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

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

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

## BID SUBMISSION PROFORMA

### APPENDIX-2

Tender No.....  
Contractor's Telegraphic Address :

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

ONGC-VL Videsh Ltd.

Telephone No.  
TELEX NO:  
FAX NO:

Dear Sirs,

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

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

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

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

Yours faithfully,

Signature of Bidder

Address  
Dated

Signature of witness

Address

Note : This form should be returned alongwith offer duly signed.

**AGREEMENT**

No.

Dated

To,

Oil & Natural Gas Corporation Ltd.,  
\_\_\_\_\_  
\_\_\_\_\_

Sub: PURCHASE OF BIDDING DOCUMENTS

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

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

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

Yours faithfully

Yours faithfully

(BIDDER)

(ONGC)

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

**Appendix - 4**

**Proforma of Bank Guarantee towards Bid Security  
BID BOND**

**NOT APPLICABLE**

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

### COMMERCIAL GROUP 'A'

1.1 Whether requisite tender fee has been paid?

Yes                      No                      Not applicable

1.2 If so, furnish the following :-

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

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

Yes                      No                      Not applicable

2.2 If so furnish the following:-

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

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

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

Yes                      No

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

Yes No

5. Whether charges for training of ONGC-VL officers included in the prices? If not, whether these have been quoted separately.

Yes No Not applicable

6. Whether firm prices have been quoted

Yes No

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

Yes No Not applicable

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

Yes No Not applicable

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

Yes No Extent of variation in days

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

Secretary	Manager	Partner
Sole Proprietor	Active Partner	Pre procuraterium

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

Yes No

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

Yes No

13. Has the offer been submitted in duplicate ?

Yes

No

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

Sent by Registered Post

Dropped in Tender Box

Yes

No

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

Not applicable

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

Yes

No

**Signature of the Bidder**

**GROUP `B'**

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/Works Contract Tax have been indicated in the offer ?

Yes                  No

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

Yes                  No                  Not applicable

**Signature of the Bidder**

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

Yes                  No

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

Yes                  No

**(Signature of the Bidder)**

**BIDDERS PAST SERVICES (SIMILAR) PROFORMA**

---

SL.NO.	NAME & ADDRESS	PERIOD		DESCRIPTION OF
REMARK	OF CLIENT	FROM	TO	SEVICES COMPLETED SUCCESSFULLY

---

---

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

Signature of the Bidder

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

**APPENDIX - 7**

***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 8**

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

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

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

- (i) I am not a relative of any Director of ONGC-VL ;
- (ii) We are not a firm in which a Director of ONGC-VL or his relative is a partner ;
- (iii) I am not a partner in a firm in which a Director of ONGC-VL or his relative is a partner;
- (iv) We are not a private company in which a Director of ONGC-VL is a Member or Director;
- (v) We are not a company in which Directors of 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...

**APPENDIX 9**

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

**DELETED**

(To be executed on plain paper)

INTEGRITY PACT

Between

ONGC VIdesh Limited(OVL) hereinafter referred to as "The Principal",

and

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

(1) I  
If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

### Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor

liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

#### Section 5 – Previous transgression

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

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

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

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

-----  
For the Principal

-----  
For the Bidder / Contractor

Place -----

Witness 1 : -----.

Date -----

Witness 2 : ----- .

**GENERAL CONTRACT CONDITIONS**  
(To be signed with the successful bidder)

This CONTRACT is made and entered into on this .....day of ...Two thousand and ..... by and between ONGC-VL VIDESH LIMITED, having its registered office at 6<sup>th</sup> floor, "Kailash Building", 26 K.G.Marg, New Delhi, India (hereinafter referred to as "ONGC-VL" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s ....., a company registered under the companies Act with its Registered office at ..... referred to as the "CONTRACTOR" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

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

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

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

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

**1. DEFINITIONS:**

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

**1.1 CONTRACT**

Shall mean a written CONTRACT signed between ONGC-VL and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

## 1.2 **ONGC-VL:**

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

## 1.3 **SITE**

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

## 1.4 **ONGC-VL'S SITE REPRESENTATIVE/ENGINEER**

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

## 1.5 **CONTRACTOR:**

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

## 1.6 **SUB-CONTRACT:**

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

## 1.7 **SUB-CONTRACTOR:**

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

## 1.8 **CONTRACTOR'S REPRESENTATIVE**

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

## 1.9 **CONTRACT PRICE**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by ONGC-VL and amendments thereof, and shall include all

fees, registration and other charges paid to statutory authorities without any liability on ONGC-VL for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by ONGC-VL.

**1.8 DAY**

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

**1.9 EQUIPMENT/MATERIALS/GOODS:**

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

**1.10 WORKS / OPERATIONS:**

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

**1.11 GUARANTEE:**

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

**1.12 MOBILISATION:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by ONGC-VL and ONGC-VL's acceptance thereafter.

**1.13 DEMOBILISATION:**

Shall mean the removal of all things forming part of the mobilisation from the site of ONGC-VL

**1.14 DRAWINGS:**

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

**1.15 SPECIFICATIONS:**

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

#### 1.16 **INSPECTORS:**

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

#### 1.17 **TESTS:**

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

#### 1.18 **FACILITY:**

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

#### 1.19 **THIRD PARTY**

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

#### 1.20 **APPROVAL:**

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

#### 1.21 **SINGULAR/ PLURAL WORDS:**

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

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

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

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

The entire work of capacity enhancement of the storage array as per scope of work attached has to be completed within 6 weeks from the date of notification of award of contract.

**4.0 NOTICES AND ADDRESSES:**

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

**4.1 ONGC VIDESH LIMITED**

For CONTRACT related communication  
The General Manager (MM)

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

For operations, reports and payments

The General Manager( )

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

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

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

**5.0 DUTIES AND POWER /AUTHORITY :**

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

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

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

#### 5.2.1 CONTRACTOR's representative:

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

## **6. CONTRACT DOCUMENT :**

### **6.1 Governing language:**

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

### **6.2 Entire Agreement :**

The CONTRACT constitutes the entire agreement between the ONGC-VL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written

or oral) of the parties with respect thereto made prior to the date of this agreement.

#### **6.4 Modification in CONTRACT:**

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

#### **6.5 Assignment:**

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

#### **6.6 Waivers and amendments :**

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

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

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

7.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the CE(E&T), 6<sup>th</sup> Floor, Kailash Building, KG Marg, New Delhi.

7.3 Invoices with original supporting documents duly countersigned by the ONGC-VL's representative/ engineer wherever applicable will be submitted .....( indicate the periodicity) by the CONTRACTOR to ONGC-VL and payment shall be made within 15 days from the date of receipt of invoice at the above office.

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

#### **7.6 ONGC-VL's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the Operator to question the allowability under this Agreement of any amounts claimed therein, provided ONGC-VL, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefore. Should ONGC-VL so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

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

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

##### **8.1 CLAIMS:-**

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

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

CONTRACTOR or ONGC-VL, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each

party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

### **8.3 TAXES:-**

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

### **8.4 PERSONNEL TAXES:-**

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

### **8.5 CORPORATE TAXES:-**

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

8.6 If it is so required by the applicable laws in force at the time of payment, the ONGC-VL shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

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

8.8 The employees of such foreign companies/concern/Joint Ventures, their SUB-CONTRACTOR and assignees are also required to file their return of

income with Dy. Commissioner of Income Tax (Asst.), Special Range-I, Dehradun (India).

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

**9.0 PERFORMANCE:-**

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

**10.0 PERFORMANCE BOND:-** Not applicable

**11.0 IMPORT AND IMPORT CLEARANCE:-**

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

**12.0 DISCIPLINE:-**

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the ONGC-VL governing the operations. Should ONGC-VL feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to ONGC-VL's interest, the ONGC-VL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at CONTRACTOR's cost.

**13. SAFETY AND LABOUR LAWS:-**

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to

time. All safety and labour laws enforced by statutory agencies and by ONGC-VL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

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

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

**14.    **SECURITY:-****

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

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

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

**16.    **INSURANCE:-****

A) CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. ONGC-VL will have no liability on this account.

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

C) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 13 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

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

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

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

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

## **17. INDEMNITY AGREEMENT:**

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

CONTRACTOR shall indemnify and keep indemnified OVL, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by

a competent authority) judgements and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

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

## **17.2 INDEMNITY BY OVL :**

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

- a) personal injury, illness or death of
  - i) any employee of the OVL (even if caused by or contributed to by the negligence or fault of CONTRACTOR);
  - ii) subject to clause 17.1 (a) (I) any other person to the extent that the injury, illness or death is caused by the negligence or fault of OVL ; and
  
- b) any loss or damage to :
  - i) any property owned, hired or supplied by OVL (even if caused by or contributed to by the negligence or fault of

- CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.
- ii) Subject to clause 17.1 (b) (I) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of OVL.

## **18. TERMINATION**

### 18.1 Termination on expiry of the CONTRACT

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

### 18.2 Termination on account of force majeure

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

### 18.3 Termination on account of insolvency

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

### 18.4 Termination for unsatisfactory performance

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

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

**to such CONTRACTOR.**

**19. SEVERABILITY:**

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

**20. CONSEQUENTIAL DAMAGES:**

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

**21. CHANGE IN LAW:**

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

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

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

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

It is expressly understood and agreed by and between the CONTRACTOR and ONGC-VL (the Indian PSU), that ONGC-VL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that ONGC-VL is an independent legal entity with power and authority to enter into CONTRACTs solely in its behalf under the applicable laws of India and general principles of CONTRACT Law. The CONTRACTOR expressly agrees, acknowledges and understands that ONGC-VL is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT

## **23. FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely ONGC-VL and the CONTRACTOR.

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

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

#### **24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC-VL**

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

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

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

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

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

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

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

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
2. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

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

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

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

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

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

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

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

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

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) payable to each arbitrator (to be shared equally by the parties)
--	---

Upto Rs. 1 Crore	Rs. 1,00,000
Above Rs. 1 Crore and upto Rs. 5 Crores	Rs. 1,40,000
Above Rs. 5 Crores and upto Rs. 50 Crores.	Rs. 1,95,000
Above Rs. 50 Crores.	Rs. 2,80,000

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

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

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

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

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

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

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

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

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

of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

**29. INTERPRETATION: -**

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

**30.0 ENTIRE AGREEMENT: -**

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

**31.0 Limitation of Liability**

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

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

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

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

**Appendix - 1**

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

**NOT APPLICABLE**

## **Annexure-III**

### **SCOPE OF WORK**

1. ONGC Videsh is scheduling for capacity enhancement of the existing SAN Storage Array at the Corporate Data Center, 3rd Floor, Antriksh Bhawan, K G Marg, New Delhi -110 001.
2. The make and model of the existing Storage Array is HP EVA 8000 2C6D. At present there are 6 nos. of drive enclosures installed and the drive enclosures are populated with 65 nos. of 146 GB, 15K rpm, dual-port FC disk drives.
3. The contractor shall install 5 nos. of drive enclosures of 14 disk slots each, in the remaining spaces in the Storage Array rack and fully populate these enclosures with 70 nos. of 450 GB, 15K rpm, dual-port FC disk drives. In the existing disk enclosures, the contractor shall fully populate the remaining drive slots with 19 nos. of 450 GB, 15K rpm, and dual port FC disk drives.
4. During the capacity enhancement process, the contractor shall ensure that there is no down time for the Storage Array. The contractor shall take all the precautions to avoid data-loss/data-corruption and shall be in position to recover the original data in case of data-loss/data-corruption during installation phase. If any down-time is required, the contractor shall seek prior permission at least a week in advance for such down-time from ONGC Videsh, indicating all the details of the implementation.
5. The contractor shall provide a detailed implementation plan along with the names and contacts of the Project Coordinator/Project Manager within 10 days from the date of NOA. The contractor shall also provide escalation matrix, which shall be used during the implementation phase for escalating unresolved implementation issues.
6. The functionality of other hardware and software in the Data Center shall not degrade / alter after completing the capacity enhancement of the Storage Array.
7. The contractor shall ensure that compatibility and inter-operability of the Storage Array with other hardware/software installed in the Data Center is maintained after the capacity enhancement.

8. The contractor shall configure the system as per the requirement of ONGC Videsh. The contractor shall demonstrate proper functionality of the system after completing the capacity enhancement process. The capacity enhancement process shall be considered complete only after successful functionality demonstration.
9. All other items/work/equipments/software/services required to successfully complete the capacity enhancement of the Storage Array, which are not specifically mentioned in the Scope of Work, shall be provided by the contractor and there shall be no extra cost implication for these items/work/equipments/software/services.
10. The contractor shall ensure that there is no impact on the present Operations and Maintenance contract for the Storage Array (as part of the Data Center) due to capacity enhancement.
11. The contractor shall provide 3 years warranty and on-site support for the items supplied and installed.
12. Completion Period: The entire work of capacity enhancement of the storage array has to be completed within 8 weeks from the date of issue of notification of award of contract.

## **PRICE FORMAT**

**Tender No.**

**Due date**

**Validity of offer**

Sl No	Description	Unit Rate	Total
	<b>Enhancement of Existing SAN Storage System as per scope of work</b>		
A	Total Ex –works		
	Excise Duty , if any		
	Packing & Forwarding		
	Sales Tax/VAT		
	Freight charges		
	Any other charges/duties , pl specify		
	Sub total --- A		
B	AMOUNT FOR INSTALLATION, INTEGRATION NETWORKING AND COMMISSIONING as per scope of work		
	Service tax on Installation & commissioning		
	Any other charges/duties , pl specify		
	Sub total --- B		
<b>Grand Total for Evaluation</b>			

### **Note**

1. Bidders must quote their prices strictly as per the above format in Indian Rupees only.
2. Bidder should quote for complete scope of work.
3. All cost components should be quoted clearly in the above format failing which it will be presumed that the same is inclusive.
4. The nature and percentage of taxes and duties payable extra must be indicated separately.
5. Bidders to quote prices inclusive of Insurance.
6. The quoted amount shall be firm and fixed for the entire duration of the contract. Quoted prices should be unambiguous.
7. No payment other than aforesaid prices shall be payable by OVL
8. No C form will be issued by OVL

**BID EVALUATION CRITERIA**

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

Bidders are advised not to take any exception/deviations to the bid document. Still if, exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be out rightly rejected.

**B. REJECTION CRITERIA**

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

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

1.1 Bid should be complete covering all the scope of job/ supply and should conform to the scope of work indicated in the bid document, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

1.2 The bidder should be an authorized service provider of HP for similar type of services. Bidder must be authorized by M/S HP to participate against the above requirement.

1.3 The bidder shall quote for the complete Scope of Work at Annexure-III. Partial quotes shall be summarily rejected. Bidders taking exceptions/deviations in the Scope of Work may be rejected.

**B.2 Commercial rejection criteria**

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

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

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

1.2 The offers of the bidders indicating / disclosing prices in techno-commercial (unpriced-bid) or at any stage before opening of price bid shall be straightway rejected.

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

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

3. Offers of following kinds will also be rejected:

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

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

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

(d) Offers which do not conform to OVL's price bid format.

(e) Offers which do not confirm to the mobilization period /design & drawing submission indicated in the bid.

(f) Offers which do not confirm to the contract period indicated in the bid.

(g) Offers not accompanied with a copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract.

(h) Offers not accompanied with a declaration that neither the bidders themselves nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity , are currently serving any banning orders issued by ONGC/OVL debarring them from carrying on business dealings with ONGC/OVL.

(i) Offers made without Integrity Pact duly signed

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

## **C Price Evaluation Criteria**

1.1 The bids shall be compared based on the total price quoted inclusive of all taxes and duties.

1.2 Bidders should quote the Charges/rates, giving complete break up of all the quoted services which are taxable under Service Tax rules 1994 (as amended) and clearly indicating the applicable rate of service tax (alongwith rates of all related levies viz. Surcharges, Cess, etc.,) nature / category of service as per service tax rules (under which the respective service is covered) and the amount of service tax included in his bid.

In case the applicability of Services Tax is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of Service Tax.

The Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services.

1.3 The rate of Customs Duty/Excise Duty/Sales Tax Service Tax as prevailing on the date of bid closing/date of revised price bid closing as the case may be will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of Customs Duty/Excise Duty /Sales Tax Service Tax after the date of bid closing/date of revised price bid closing but prior to award of the contract due to which there is any change in the original ranking of Bidders, then the Bidder who has emerged lowest based on the rate of Customs Duty/Excise Duty/Sales Tax Service Tax as prevailing on the date of bid closing/bid submission/opening of revised prices would be considered for award of contract but subject to matching his prices with the Bidder who has emerged lowest as a result of modification in duties & taxes

In case originally evaluated L-1 Bidder fails to match the price (with the Bidder who emerges L-1 due to change in Duties) then the award of contract will go to the Bidder who subsequently emerges L-1 due to change in Duties.

## **D. General**

1. **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 such offer without considering discount is found to be lowest, ONGC-VL shall avail of such discount at the time of award of contract.

2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC / OVL and that the contractor may suffer summary termination of contract / disqualification in case of violation.
3. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

**Annexure-IVA**

**Compliance of BEC Matrix**

<b>Sl. No.</b>	<b>BEC Clause</b>	<b>Offered by Bidder</b>
1	<p><b><i>A. Vital criteria for acceptance of bids:</i></b></p> <p>Bidders are advised not to take any exception/deviations to the bid document. Still if, exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected outright.</p>	Agreed/Not Agreed
2	<p><b><u>B. REJECTION CRITERIA</u></b></p> <p><i>B.1 Technical rejection criteria</i></p> <p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected:</p>	
3	<p>1.1 Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.</p>	Agreed/ Not Agreed
4	<p>1.2 The bidder should be an authorized service provider of HP for similar type of services. Bidder must be authorized by M/S HP to participate against the above requirement and submit necessary authorization letter from M/S HP alongwith the techno-commercial bid</p>	Submitted / Not submitted
5	<p>1.3 Bidder shall quote for complete scope of work. Partial quotes shall be summarily rejected.</p>	Quoted/ not quoted for complete scope of work
6	<p>1.4 The technical specification of the offered items/services shall meet the technical specification mentioned at Annexure-III. Bidders taking exceptions/deviations in any of the technical specifications may be rejected.</p>	Agreed / Not Agreed
7	<p><b>B.2 Commercial rejection criteria</b></p> <p>The following vital commercial conditions</p>	



	<p>an undertaking for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract.</p> <p>(h) Offers not accompined with a declaration that neither the bidders themselves nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity , are currently serving any banning orders issued by ONGC/OVL debarring them from carrying on business dealings with ONGC/OVL.</p> <p>(i) offers made without Integrity Pact duly signed</p>	<p>submitted</p> <p>Submitted/Not submitted</p> <p>Submitted/Not submitted</p>
11	<p>4.0 Bidder shall bear, within the quoted rates, the service taxes, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.</p>	<p>Agreed/Not Agreed</p>
12	<p><b>D. General</b></p> <p><b>1. Discount:</b> 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 such offer without considering discount is found to be lowest, Corporation shall avail of such discount at the time of award of contract.</p> <p>2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.</p>	<p>Agreed/Not Agreed</p> <p>Agreed/Not Agreed</p>