



ONGC VIDESH LIMITED
(ONGC OVERSEAS)

5th 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 intend to invite tender for Annual Maintenance Contract and Operations Support for its Corporate Data Centre at 3rd floor, Antriksh Bhawan, K.G.Marg, New Delhi as per the scope of work / SLA 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 B.Sudhakar,
CE(E&T),
ONGC Videsh Limited;
6th Floor, Kailash Building;
26, K.G. Marg, New Delhi - 110001

Phone: + 91 11 41291333

Fax : + 91 11 23730369

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

Phone: + 91 11 41291536

Fax : + 91 11 23730369

MAJOR QUALIFICATION CRITERIA(MQC)

“Bidder shall have carried out two jobs of Annual Maintenance Contract (AMC) and Operational Support for Data Centre / similar type of work for order value of more than Rs. 50.00 lakhs each in last 5 years. Documentary evidence in the form of Work Order/PO/LOA along with a satisfactory Service Certificate shall be submitted”.

Bidders who are qualifying above pre-bid criteria have option to get the tender document issued from office of Chief Manager(MM), 5th Floor, Kailash Bldg. ONGC Videsh Ltd., N Delhi by contacting the contact persons mentioned above. The bidder downloading bid document must ensure to submit the tender fee so as to reach this office before sale of tender closing date and time along with confirmation on pre-qualification criteria, which will be acknowledged by ONGC-VL by issuing RFQ number specific to the tender and bidder.

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 and has submitted due tender fees.



ONGC VIDESH LIMITED
(ONGC OVERSEAS)

5th FLOOR, KAILSH BUILDING
26, KASTURBAGANDHI MARG
NEW DELHI- 110 001 INDIA
PHONES: +91 11 41291152
FAX + 91 11 2373 0369
e-mail: mk_gupta@ongcvidesh.in

M.K.Gupta
Chief Manager(MM)

No. OVL/7/I/C/AMC-Data Centre/454/2010

Dated 04.02.2010

TO:

INVITATION OF BID

Dear Sirs,

Sealed quotation is invited for AMC and Operational Support for Corporate Data Center at 3rd floor, Antriksh Bhawan, K.G.Marg, 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/AMC-Data Centre/454/2010
2. Description : AMC and Operational Support for Corporate Data Center at 3rd floor, Antriksh Bhawan, K.G.Marg, New Delhi
3. Tender fee : Rs 200.00
4. Closing date for sale of tender documents : 25.02.2010
5. Date, time and venue of Pre-bid : 04.03.2010, 1100 Hrs at OVL Office, conference 6th floor, Kailash Bldg, KG Marg, N. Delhi
6. Closing date & time for submission of bids : 18.03.2010, 1400 hrs
7. Date & time of opening of unpriced bids: 18.03.2010, 1500 hrs
8. Date & time of opening of price bids : To be intimated later
9. Bid validity up to : 90 days from the date of opening of bid.

10. Correspondence Address : Chief Manager(MM)
ONGC VIDESH LTD.
5th floor, Kailash Building,
26 KG Marg, N. Delhi-100 001
11. Tender type : Open tender with two bid system
12. Contract period :3 years from the date of issue of
notification of award of contract.
13. Bid Security : Rs 1,93,600/- in the form of DD / BG
14. Performance Security : 7.5% of the contract value to be
submitted by the successful bidder within
15 days 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 / SLA at Annexure-III and Bid evaluation Criteria at Annexure-IV & Compliance of BEC Matrix at Annexure-IVA.

Any queries may be forwarded to the undersigned through email (mk_gupta@ongcvidesh.in) and Shri B.Sudhakar,CE(E&T), email (b_sudhakar@ongcvidesh.in) or by fax to +91 11 23730369 or through post so as to reach latest by 28.02.2010. Bidders who have purchased the tender document may attend the pre-bid conference. Maximum two representatives of each bidder will be allowed to attend the pre-bid conference.

"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/SLA requirement etc.

Yours sincerely,

(M.K.Gupta)

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 18.03.2010 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.

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. Eligibility and experience of the bidder:-

1.1(a) Bidder shall have carried out two jobs of Annual Maintenance Contract (AMC) and Operational Support for Data Centre / similar type of work for order value of more than Rs. 50.00 lakhs each in last 5 years. Documentary evidence in the form of Work Order/PO/LOA along with a satisfactory Service Certificate shall be submitted.

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

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

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

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

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

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

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

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

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

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

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

- Appendix 1 : Proforma of Performance Bond Bank Guarantee.

ANNEXURE III: Scope of work/SLA, List of Items with 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.

5.14 Joint venture/ consortium bids:-

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

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

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

- (i) The leader of the consortium/joint venture on behalf of the consortium / joint venture shall coordinate with ONGC-VL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium/ joint venture members.
- (ii) Any correspondence exchanged with the leader of consortium/joint venture shall be binding on all the consortium/joint venture members.
- (iii) Payment shall be made by ONGC-VL only to the leader of the consortium/joint venture towards fulfillment of contract obligations. (If direct payment to each member is required for their part of scope of works, the same should be clearly indicated in the bid along with member-wise details of price break-up).
- (d) The bid may be signed by all members of the Consortium/Joint Venture. Alternatively the leader may sign the bid. In such a case, the Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.
- (e) Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (f) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to derive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection unless such a change is agreed to by ONGC-VL in writing.

5.14 (g) Signing of Contract : In the event of award of contract to the consortium/joint venture, the contract may be signed by the leader and members of the consortium/joint venture and the liability of each one of them shall be joint and several. Alternatively the contract may be signed by an authorised officer of the consortium/joint venture on its behalf as well as on behalf of each and every member separately with a valid power of attorney from each member duly notarised and thereafter every member should countersign the contract in token of having confirmed the contract

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; Please submit Annual Audited Reports for last Two years.

(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) Bid security

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 along with 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 along with 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 along with 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

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

13.1 The Bid Security is required to protect the ONGC-VL against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 13.7.

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

13.3 The Bidders not covered under Para 13.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation For Bid" (to be supplied separately with each tender).

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

- i) Bank Draft in favour of ONGC-VL valid for 180 days from its date of issue.
- ii) Bank Guarantee in the prescribed format as per Appendix 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by Indian bidder will have to be given from the Nationalized/Scheduled banks only, on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.

13.5 ONGC-VL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

13.6 Subject to provisions in para 13.2 above, offers without Bid Security will be ignored.

13.7 The Bid Security shall be forfeited by ONGC-VL in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to ONGC-VL during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance

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

13.9 Offers with fax bid bonds

Normally offers received alongwith Fax Bid Bond shall not be considered. However, ONGC-VL reserves the right to consider the offer, provided it is followed by confirmatory original Bid Bond executed in prescribed proforma and legally operative on or before the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid System) and received by tender inviting authority within 5 working days from foreign bidders and 3 working days from Indian bidders, after opening date of bids (techno-commercial bid opening date in case of Two Bid System),

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

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" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.

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 authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix- 7 hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

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 contract shall be signed between the parties as per clause 31.0.

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:

32.1 Within 15 days of the receipt of notification of award from the ONGC-VL, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided at Appendix 1 of Annexure-II of the bidding documents, or another form acceptable to the ONGC-VL.

32.2 Failure of the successful Bidder to comply with the requirement of clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the ONGC-VL may make the award to the next lowest evaluated bidder or call for new bids.

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

33.0 CORRESPONDENCE.

33.1 ONGC-VL's Telex/ telegraphic/ fax/ cable address is Head Commercial, 5th 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., 6th Floor, "Kailash Building" , 26 K.G.Marg, New Delhi.

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 along with offer duly signed.

AGREEMENT

No.

Dated

To,

ONGC Videsh Ltd.,

Sub: PURCHASE OF BIDDING DOCUMENTS

Ref: TENDER No. _____

ONGC-VL 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-VL. The consideration for this separate initial contract preceding the main contract is that ONGC-VL 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-VL. ONGC-VL 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-VL shall have unqualified, absolute and unfettered right to encash/forfeit the bid security submitted in this behalf.

Yours faithfully

Yours faithfully

(BIDDER)

(ONGC-VL)

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

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

Ref. No.....

Bank Guarantee No.....

Dated

To,

ONGC-VL Videsh Ltd.

Dear Sirs,

1. Whereas ONGC-VL Videsh Ltd, having its registered office at 6th floor "Kailash Building", 26 K.G.Marg, New Delhi-110 001, India (hereinafter called 'ONGC-VL' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees/US Dollars (in figures)_____ (Indian Rupees / US Dollars (in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC-VL which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

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

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

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

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

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

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

WITNESS NO. 1

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

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

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

Dated

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to (insert the address of the tender inviting work centre) only
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

TOWARDS BID SECURITY

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing Bank.
2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
3. Please indicate the currency in which Bank Guarantee is being given. Indian Rupees/US\$ have been mentioned only for illustration. Therefore, in case where Bank Guarantee is being given in a currency other than Rupees/US\$, these terms may be deleted and replaced by relevant currency.
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Banks only. The Foreign bidders will give Bank Guarantees from an Indian Bank situated in their city. In case no Indian Bank is situated in bidder's city then Bank Guarantee from foreign Bank acceptable to ONGC-VL (whether situated in bidder's country or in India) will be considered. A list of such acceptable foreign banks is enclosed at Appendix 12 of this Annexure. If any foreign bidder desires to furnish guarantee from a bank other than those included in the list, such bidder should furnish collateral security/guarantee/confirmation from any of these 201 banks or the state Bank of India.

CHECK LIST

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

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

**COMMERCIAL
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 along with the offer ?

Yes

No

Not applicable

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

Yes

No

Signature of the Bidder

GROUP `B'

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. REMARK | NAME & ADDRESS OF CLIENT | PERIOD FROM | TO | DESCRIPTION OF SEVICES COMPLETED SUCCESSFULLY |
|------------------|-----------------------------|----------------|----|---|
|------------------|-----------------------------|----------------|----|---|

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

Signature of the Bidder

Name_____

Seal of the Company

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.

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

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

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

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

Authorised Signatory of
The Contracting Party

Place...

Date...

APPENDIX 9

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

ONGC expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma. This can be used to inform about the proposals in advance to the pre-bid date.

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

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

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between ONGC-VL VIDESH LIMITED, having its registered office at 6th 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.

1.22 GROSS NEGLIGENCE

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

1.23 WILLFUL MISCONDUCT

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

2.0 SCOPE OF WORK/CONTRACT:

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

3.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a period of 3 years from the date completion of mobilization period (the date and time of commencement)

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 Chief Manager (MM)

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

FAX:.....

For operations, reports and payments

The Chief 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/ SLA (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), 6th 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 quarterly at the end of every quarter by the CONTRACTOR to ONGC-VL and payment shall be made within 30 days from the date of receipt of correct 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.

7.5 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 ONGC-VL 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:-

The CONTRACTOR shall furnish to the ONGC-VL within 15 days from the date of fax order/ Letter of Award(LOA), security deposit in the form of a Bank draft for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT.

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

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.

13.1 Verification of character and antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within ONGC-VL's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to ONGC-VL prior to start of work:

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

(ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

(iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of ONGC-VL. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank or higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

14. **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 or 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.

18.5 Termination for delay in mobilisation

Successful bidder shall be required to mobilise complete equipment alongwith crew (only manpower / crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum number of 15 days from the date of Fax order / LOA/ NOA. If the CONTRACTOR (successful bidder) fails to mobilise as above, ONGC-VL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

18.6 Consequences of termination

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

In case of termination of CONTRACT herein set forth except under 18.1 and 18.2, 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. DELAY IN MOBILISATION / COMPLETION AND LIQUIDATED DAMAGES

- (a) CONTRACTOR (successful bidder) shall complete the services at the specified site (s) within a maximum of 10-12 weeks days from the date of Fax order / LOA / NOA
- (b) If the CONTRACTOR fails to complete the operations within the period specified in sub clause (a) above, ONGC-VL shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.
- (c) If the contractor is unable to complete the operations within the period specified in sub clause (a) above, it may request ONGC-VL for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, ONGC-VL may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2 % of annual contract value, for each week of delay or part thereof, subject to a maximum of 5%.

The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by ONGC-VL on account of delay/breach on the part of the CONTRACTOR and the said amount will be

payable without proof of actual loss or damage caused by such delay/breach.

20. SEVERABILITY:

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

21. CHANGE IN LAW:

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. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of the arbitrators and the appointing authority will be as under:

| Claim amount (excluding claim for interest and counter claim, if any) | Number of arbitrator | Appointing authority |
|--|-----------------------------|---|
| Upto Rs. 5 crore | Sole Arbitrator | ONGC |
| Above Rs. 5 crore | 3 Arbitrators | One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. |

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of ONGC and/or is a retired officer of ONGC / any PSU. However, neither party shall appoint its serving employee as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

| Amount of Claims and Counter 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 | Within 8 months |
| Above Rs. 5 Crore | Within 12 months |

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

8. 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 50 lac | Rs. 7,500 per meeting subject to a ceiling of Rs. 75,000- |
| Above Rs 50 lac to Rs 1 crore | Rs. 90,000- plus Rs. 1,200- per lac or a part thereof subject to a ceiling of Rs. 1,50,000- |
| Above Rs. 1 Crore and upto Rs. 5 Crores | Rs. 1,50,000- plus Rs. 22,500- per crore or a part there of subject to a ceiling of Rs. 2,40,000 |
| Above Rs. 5 Crores and upto Rs. 10 Crores. | Rs. 2,40,000- plus Rs. 15,000- per crore or a part there of subject to a ceiling of Rs. 3,15,000 |
| Above Rs. 10 crores | Rs. 3,15,000 plus Rs. 12,000- per crore or part thereof subject to a ceiling of Rs. 10,00000- |

For the disputes above Rs. 50 lacs, the Arbitrators shall be entitled to an additional amount @ 20% of the fee payable as per the above fee structure.

9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 25 % of the fees if the claimant has not submitted statement of claim.
- (ii) 50 % of the fees if the award is pending

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% at the time when award is given to the parties.

11. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel I stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, ONGC shall make all necessary arrangements for his travell stay and the expenses incurred shall be shared equally by the parties.

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

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

14. Subject to 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 PATENT INDEMNITY

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

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

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

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

31.3. If the CONTRACTOR fails to notify the ONGC-VL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the ONGC-VL shall be free to conduct the same on its own behalf.

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

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

32.0 INDEPENDENT CONTRACTOR STATUS:

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

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

33.0 EXPORT/RE-EXPORT CONTROL RESTRICTIONS:

In case there are certain export / re-export control restrictions imposed by parent country of the Contractor(s) w.r.t the items (i.e. goods, equipment, services, or technology) offered by them to ONGC-VL regarding their end use or the end user or regarding their usage in certain other countries, then the Contractor can intimate about same while quoting in the ONGC-VL's tender(s). Such intimation by the Contractor about the items (i.e. goods, equipment, services, or technology) being covered under export control regulations will not lead to rejection of the offer(s) in ONGC-VL's tenders. Further, in case of award of Contract on such bidder(s), it should be stipulated therein that the items (i.e. goods, equipment, services, or technology) being procured against this CONTRACT would be used by ONGC-VL for exploration and exploitation of hydrocarbons in India only. However, if for any reasons whatsoever the end use or end user of these items are required to be changed or if these goods are to be taken for use in countries out side India, then ONGC-VL would request the Contractor to obtain consent from the concerned authority in their country.

34.0 Limitation of Liability

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

- a) Neither the Contractor nor the Company (ONGC-VL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 50% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

ONGC-Videsh Limited

India

Dear Sirs,

1. In consideration of ONGC-VL, having its Head office at 6th floor, "Kailash building" 26 K.G.Marg, New Delhi-110 001, India (hereinafter referred to as 'ONGC-VL', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC-VL having agreed that the CONTRACTOR shall furnish to ONGC-VL a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC-VL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee

herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC-VL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC-VL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that ONGC-VL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC-VL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC-VL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC-VL or any indulgence by ONGC-VL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC-VL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC-VL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC-VL or that of the CONTRACTOR.

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

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

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

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

rights of ONGC-VL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC-VL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Banks only. The Foreign bidders will give Bank Guarantees from an Indian Bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from foreign Bank acceptable to ONGC-VL (whether situated in CONTRACTOR's/CONTRACTOR's country or in India) will be considered. A list of foreign banks acceptable to ONGC-VL is enclosed at Appendix-12 of Annexure I of this bidding document for this purpose. If any foreign bidder desires to furnish guarantee from a bank other than those included in the list, such bidder should furnish collateral security/guarantee/ confirmation from any of these 201 banks or the State Bank of India.

SCOPE OF WORK / SERVICE LEVEL AGREEMENT

This service level agreement is executed on this ____ day of _____, 2010 at New Delhi by and between ONGC Videsh Ltd. having its registered office at 6th Floor, "Kailash" Building, 26 K G Marg, New Delhi-110001 and M/s _____, a company having its registered office at _____.

ONGC Videsh Ltd. (ONGC-VL) and _____ have been referred as Party, individually and, Parties, collectively.

This document describes the agreed service levels to be provided by M/s _____ for Operation and Maintenance of the Data Center.

Accordingly parties have agreed to put the agreed norms in writing within which M/s _____ is to provide the Comprehensive Annual Maintenance and Operations support services for a period of ____ year(s) from _____, unless terminated earlier. The essence of this Service Level Agreement is to provide **99.5%** uptime and smooth functioning of the Data Center on **24*7** basis.

DEFINITIONS:

Customer: ONGC Videsh Ltd.

Vendor: M/s _____.

Duration of Agreement: ____ year(s) from the date of commencement unless terminated earlier.

Site Address: 3rd Floor, Antriksh Bhawan, K G Marg, New Delhi – 110001

Call: Any contact from customer to the designated vendor contact via agreed means of communication (e.g. telephone, e-mail, voice mail, handwritten document, web etc.).

Incident: Any failure, malfunction or abnormal performance reported by the customer to the vendor.

Service Request: Any call for service, needed for operational requirements within the Datacenter.

Response Time: The time interval between the first call by the customer of an incident and the arrival of the vendor representative at the location of the incident.

Resolution Time: The time interval between the first call by the customer of an incident and the final resolution.

Scheduled downtime: The downtime required for carrying out any planned activities requiring equipment downtime.

Maintenance Service Window: The defined time period during which, all scheduled downtime should be planned in order to minimize the inconvenience to the customer.

Consumables: The material which are depleted during the course of their normal use. These include ink cartridges, toner cartridges, printer heads, printer ribbons, paper, floppy disks, compact discs, tape cartridges, FM200 gas and batteries.

SCOPE:

The items covered under this agreement shall comprise:

| Sl. No. | Item Descriptions |
|---------|-------------------|
| 1 | IT equipments |
| 2 | Non-IT equipments |

A detailed list of items covered under IT equipments and Non-IT equipments are enclosed at Appendix-1 and Appendix-2 of Annexure - III.

CONFIDENTIALITY:

During the process of Maintenance and Operations support provided to the customer, the vendor may come across information related the customer or customer's employees. The vendor shall keep this information confidential and shall not divulge this information to anybody without written permission from the customer. The vendor shall not copy or erase any software, licenses or data which are available in the Data Center. Violation of these terms shall render the vendor for legal action by the customer.

A separate Confidentiality Agreement shall be signed between the vendor and the customer in this regard.

RANGE OF SERVICES:

The vendor shall be responsible for the range of services mentioned below:

1. A Help Desk service to record and manage all calls and service requests made by the customer. The Help Desk shall provide single point of contact for all Data center related problems and service requests covering all the equipments.
2. On-site staffing to provide operational and maintenance support to the customer on 24*7 basis. The on-site staff shall be qualified and experienced to handle the calls and service requests for all the equipments in the Data Center as

mentioned in SCOPE above. Server management, Network management, SAN management, management of Workstations, management of Printers and Scanners, management of backup devices, routine backup and restore, management of UPS and battery systems, Electrical equipments, CCTV, Access Control Systems, Air conditioning systems, Fire suppression system, Building management system etc. shall be the responsibility of the on-site staff. Supply or repair of Consumables shall not be a part of the support. However, the status of Consumables used in various equipments shall be provided to the customer from time-to-time with a schedule for replacement/replenishment and projected requirements.

3. Preventive Maintenance: The vendor shall carry out scheduled maintenance activities for all the items defined in the SCOPE as per the recommendations of the manufacturer of the items. All the scheduled maintenance activities should be aligned with the Maintenance Service Window. The vendor shall carry out preventive maintenance for any item if it is required in order to prevent anticipated failure. However, the vendor shall endeavor to schedule the preventive maintenance within the Maintenance Service Window. For all the planned maintenance activities scheduled within the Maintenance Service Window, the vendor shall ensure to inform the customer and all the users at least 1 day in advance. For the activities planned outside Maintenance Service Window, the vendor shall ensure to inform the customer and all the users at least 3 days in advance. The Maintenance Service Window shall be from 1500 Hrs to 2000 Hrs every Saturday.
4. Change and Configuration Management: Vendor shall carry out Change and Configuration Management process for following change types:

| Name | Description |
|------------------|---|
| Routine Change | A well-defined, fully documented and agreed-upon change with very low or no risk, implemented through a simplified Change Management Process. |
| Normal Change | Any temporary or permanent change, with a certain level of risk, to one or more configuration items within a managed IT environment. Careful planning and following the Change Management Process can reduce this risk. |
| Emergency Change | A change needed to an environment as a result of sudden loss of service or Configuration Item failure. An Emergency Change derives from business-critical incidents and is the only reactive change type. |
| Change Project | Any change to an environment that has complexity so as to require the use of formal project management methods. |

The vendor shall endeavor to adhere to the best practices for Change Management as defined by ITIL.

5. Vendor management services to manage the services for any other hardware/software, which are not covered under this SLA, but are in operations within the Data Center, so as to facilitate smooth running of the Data Center.

SERVICE AVAILABILITY:

To achieve the target of 99.5% uptime of the Data Center on 24*7 basis, the vendor shall arrange to provide adequate staff in the Data Center round the clock.

RESPONSE AND RESOLUTION TIMES:

The vendor shall endeavor to meet the following schedule for incident resolution:

| Problem Class | Priority | Response Time | Resolution Time |
|---|----------|---------------|-----------------|
| A problem that affects large number of users / critical services (e.g. – Network, Server, SAN, UPS, Precision Air-conditioning, Access control system etc.) | 1 | 20 Minutes | 4 Hours |
| A problem that affects an individual user (e.g.– Workstation/Desktop hardware and Software problem, printing problem, LAN/Electrical wire segment fault etc.) | 2 | 20 Minutes | 8 hours |
| All other problems | 3 | 20 Minutes | 24 Hours |

INCIDENT ESCALATION:

Whenever the vendor fails to diagnose/resolve an incident, the following escalation chart shall be used:

| Priority/Level | Level 2 | Level 3 | Level 4 |
|----------------|------------|---------|----------|
| Priority 1 | 30 Minutes | 2.0 hrs | 4.0 hrs |
| Priority 2 | 2.0 hrs | 4.0 hrs | 8.0 hrs |
| Priority 3 | 4.0 hrs | 8.0 hrs | 24.0 hrs |

This chart shows the time beyond which if a fault could not be diagnosed, the incident shall be escalated by the Help Desk to the appropriate escalation levels according to the priority of the incident.

RECORD KEEPING:

The vendor shall maintain a record of all calls by the customer. The record will include the details of:

- Date and time of first call.
- Name of customer representative/user logging the call.
- Description of the problem/service required.
- Equipment or software affected.
- Name of support/service staff assigned to the call.
- Response time.
- Diagnosis of the incident.
- Description of rectification.
- Details of any replacement or additional equipment or software components required
- Date and time of final rectification.
- Details for all backup and restore operations.
- Details of all Scheduled and Preventive maintenance activities.
- Details of all Change Management activities.
- Details of all Vendor Management activities.

REPORTS:

Following are the details of the reports to be generated by the Help Desk and submitted to the customer:

| Report | Report Content | Report Frequency |
|---------------------------------|--|---|
| Open Calls Report | Details of all the open calls. | Daily |
| Calls Status Report | Details of all calls of previous day. | Daily |
| Access Control Report | Details of Access Control Logs. | Weekly (on Monday for the previous week) |
| UPS Operation Report | Details of all voltage and current logs generated by BMS. | Weekly (on Monday for the previous week) |
| Precision AC Operation Report | Details of all temperature and humidity logs generated by BMS. | Weekly (on Monday for the previous week) |
| BMS Report | Details of all the alarms and warnings generated by BMS for various components | Weekly (on Monday for the previous week) |
| Monthly Operations Report | Report of Backup/ restore activities and incident escalation. | Monthly (by 7 th of month for previous month). |
| Preventive Maintenance Report | Details of all preventive maintenance activities. | Monthly (by 7 th of month for previous month). |
| Calls Analysis Report | Analysis of all calls with trends and action plans for reduction. | Monthly (by 7 th of month for previous month). |
| Change Management Report | Details of all Change and configuration management activities. | Monthly (by 7 th of month for previous month). |
| Availability and SLA compliance | Details of SLA compliances and Availability calculations | Quarterly |

| | | |
|---------------------------------------|--|--------|
| Report | | |
| Asset Count and Reconciliation Report | Details of all IT assets after a cyclic verification count and reconciliation. | Yearly |

AVAILABILITY CALCULATIONS:

The availability calculation shall be carried out quarterly. % Uptime shall be calculated as below:

$$\% \text{ Uptime} = \{(\text{Number of Equipments} * \text{Scheduled Operation Time} - \text{Total Downtime}) / (\text{Number of Equipments} * \text{Scheduled operation time})\} * 100$$

Where:

Scheduled Operation Time is the scheduled operating hours, considering 24*7 operation for a quarter. All planned downtime shall be deducted from the total operating hours for the quarter to obtain the Scheduled Operation Time.

Total Down time is the accumulated time in hours for all the equipments during which the system/service was unavailable.

For example, if there are 20 equipments and total down time is 28 hours, then, considering 92 days in the quarter, % Uptime shall be

$$\begin{aligned} \% \text{ Uptime} &= \{(20 * 92 * 24 - 28) / (20 * 92 * 24)\} * 100 \\ &= \{(44160 - 28) / 44160\} = 99.94\% \end{aligned}$$

Lists of equipments are enclosed at Appendix – 1 and Appendix-2.

If a single event affects more than one equipment/service, then the single event will be considered for one equipment/service which is closely related to the cause.

The maximum resolution time of an incident, whereby a bypass or workaround solution has been implemented, will not be more than 30 days from the date of the incident. If the original equipment is beyond repair, the vendor shall inform the customer and with the approval of customer, a brand new replacement shall be provided within 30 days, which is of equal or higher in specification compared to the original equipment.

SLA COMPLIANCES:

The vendor shall endeavor to comply with the requirements stated at “RESPONSE AND RESOLUTION TIMES” and “INCIDENT ESCALATION”.

PERFORMANCE REVIEWS:

Representative of Customer and Vendor shall meet once in every quarter for the purpose of reviewing:

- The Performance of the Vendor.
- The efficiency, effectiveness and convenience of the operating procedures.
- The Customer's satisfaction.
- Any other relevant issues.

For the purpose of assessing performance, the meeting will consider:

- The number of incidents resolved within the Resolution Time.
- The Knowledge and competence of the on-site staff involved in on-site support.
- The extent of spares kept on site.
- The speed of response and resolution of each incident and each service request.

NON-PERFORMANCE PENALTIES:

In the event that the vendor fails to achieve the agreed objective in terms of the Uptime, penalty, by way of deduction from the Quarterly charges payable to the Vendor for Operation and Maintenance, shall be imposed.

If the % Uptime is below 99.5%, there shall be a deduction equal to twice the amount calculated for the duration of % downtime beyond the required uptime of 99.5%. The amount corresponding to the % downtime period shall be calculated on pro-rata basis from the total quarterly payable amount.

For example, suppose the % Uptime is 99.0% and quarterly payable amount is Rs.1000.

% Downtime beyond the required uptime of 99.5% = $99.5\% - 99\% = 0.5\%$

Pro-rata amount for 0.5% downtime = $(1000 \times 0.5) / 100 = \text{Rs.}5$

Amount deductible from quarterly payment for not meeting Uptime = $2 \times 5 = \text{Rs.}10$.

Total penalty in a quarter shall not be more than 10% of the total quarterly payable amount. However, if the % Uptime is below 94.5%, appropriate action may be considered in accordance with the clause "Termination" of the contract agreement.

(c) For a faulty item, if a workaround is provided through a temporary/standby item and the repaired original item is not returned within 30 days from the date of the incident, vendor shall inform the customer and with the approval of the customer, a replacement shall be provided within 30 days, which is of equal or higher specifications compared to the original equipment.

All Other terms:

This SLA is a continuation of the contract and accordingly, all terms of the contract to the extent relevant to this SLA shall govern this SLA also.

In witness whereof, the parties hereto executed this SLA as of the day and year mentioned herein above.

For and behalf of ONGC-VL

For and behalf of _____

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Appendix - 1

IT Equipments

| Sl. No. | Device | Model | Processor/configuration | HDD | RAM | CD/DVD | OS |
|---------|----------------|--------------------------|-------------------------|---------------|-------|------------|-------------|
| 1 | HP SERVER | DL 385 Proliant server | AMD(Opteron) 2.8 GHz | 146 GB x 4 | 16 GB | DVD Rom | Windows 2k3 |
| 2 | HP SERVER | DL 385 Proliant server | AMD(Opteron) 2.8 GHz | 146 GB x 4 | 16 GB | DVD Rom | RHEL 4 |
| 3 | HP SERVER | DL 385 Proliant server | AMD(Opetron) 2.8 GHz | 146 GB x 4 | 16 GB | DVD Rom | RHEL 3 |
| 4 | HP SERVER | DL 385 Proliant server | AMD(Opetron) 2.8 GHz | 146 GB x 4 | 16 GB | DVD Rom | RHEL 4 |
| 5 | HP SERVER | DL 385 Proliant server | AMD(Opetron) 2.8 GHz | 146 GB x 4 | 16 GB | DVD Rom | Windows 2k3 |
| 6 | HP SERVER | DL 385 Proliant server | AMD(Opetron) 2.8 GHz | 146 GB x 4 | 16 GB | DVD Rom | Windows 2k3 |
| 7 | HP SERVER | DL380 G5 Proliant server | Intel Xeon2.66 GHz | 36 GB | 4 GB | DVD writer | Suse 9 |
| 8 | HP SERVER | DL380 G5 Proliant server | Intel Xeon2.66 GHz | 36 GB | 4 GB | DVD writer | Suse 9 |
| 9 | HP SERVER | DL145 Proliant server | AMD(Opteron) 2.2 GHz | 80 GB | 2 GB | DVD Rom | Windows 2k3 |
| 10 | HP SERVER | ML 110 Proliant | Intel P- IV 3.0 GHz | 73 GB x 2 | 1 GB | DVD Rom | Windows 2k3 |
| 11 | HP SERVER | ML 110 Proliant | Intel P- IV 3.0 GHz | 80GB x 2 | 1 GB | DVD Rom | Windows 2k3 |
| 12 | HP SERVER | ML 110 Proliant | Intel P- IV 3.0 GHz | 73 GB x 2 | 1 GB | DVD Rom | Windows 2k3 |
| 13 | HP SERVER | ML 110 Proliant | Intel P- IV 3.0 GHz | 73 GB x 2 | 1 GB | DVD Rom | Windows 2k3 |
| 14 | HP Workstation | XW 9400 workstation | AMD Optron 2.2 GHz | 146 GB x 4 | 32 GB | DVD Rom | RHEL 3 |
| 15 | HP Workstation | XW 9400 workstation | AMD Optron 2.6 GHz | 300GB x4 | 8 GB | DVD R/W | Win XP |
| 16 | HP Workstation | XW 8200 workstation | Intel Xeon3.8 GHz | 146 GB x 4 | 8 GB | DVD Rom | RHEL 3 |
| 17 | HP Workstation | XW 8200 workstation | Intel Xeon3.8 GHz | 146 GB x 4 | 8 GB | DVD Rom | RHEL 3 |
| 18 | HP Workstation | XW 8200 workstation | Intel Xeon3.8 GHz | 146 GB x 4 | 8 GB | DVD Rom | RHEL 3 |
| 19 | HP Workstation | XW 8200 workstation | Intel Xeon3.8 GHz | 146 GB x 4 | 8 GB | DVD Rom | RHEL 3 |
| 20 | HP Workstation | XW 8200 workstation | Intel Xeon3.8 GHz | 146 GB x 4 | 8 GB | DVD Rom | RHEL 4 |
| 21 | HP Workstation | XW 8200 workstation | Intel Xeon3.8 GHz | 146 GB x 4 | 8 GB | DVD Rom | RHEL 4 |
| 22 | HP Workstation | XW 8200 workstation | Intel Xeon3.8 GHz | 146 GB x 4 | 8 GB | DVD Rom | RHEL 4 |
| 23 | HP Workstation | XW 4400 workstation | Intel Pentium D3.4 GHz | 300 GB x2 | 2 GB | DVD Rom | Windows xp |
| 24 | HP Workstation | XW 4400 workstation | Intel Pentium D3.4 GHz | 300 GB x2 | 2 GB | DVD Rom | Windows xp |
| 25 | HP Workstation | XW 4400 workstation | Intel Pentium D3.4 GHz | 80 GB + 300GB | 2 GB | DVD writer | Windows xp |
| 26 | HP Workstation | XW 4400 workstation | Intel Pentium D3.4 GHz | 80 GB + 300GB | 2 GB | DVD writer | Windows xp |

| | | | | | | | |
|----|--------------------|-----------------------------|-------------|------|------|---------|--------|
| 27 | HP Workstation | d530CMT | P4 (3.0GHz) | 40GB | 1GB | DVD Rom | win xp |
| 28 | HP Workstation | d530CMT | P4 (3.0GHz) | 40GB | 1 GB | DVD Rom | win xp |
| 29 | HP SAN | EVA 8000 – 2C6D | N/A | 7 TB | N/A | N/A | N/A |
| 30 | HP Storageworks | SAN Switch 4/32 | N/A | N/A | N/A | N/A | N/A |
| 31 | HP Storageworks | SAN Switch 4/32 | N/A | N/A | N/A | N/A | N/A |
| 32 | HP Media Library | MSL 6060 | N/A | N/A | N/A | N/A | N/A |
| 33 | HP PRINTER | HP Laserjet 5200 | N/A | N/A | N/A | N/A | N/A |
| 34 | HP PRINTER | HP Color Laserjet 5550 | N/A | N/A | N/A | N/A | N/A |
| 35 | HP PRINTER | HP Deskjet 9808 | N/A | N/A | N/A | N/A | N/A |
| 36 | HP PLOTTER | HP DesignJet 4500ps plotter | N/A | N/A | N/A | N/A | N/A |
| 37 | HP KVM SWITCH | IP console switch 4x1x16 | N/A | N/A | N/A | N/A | N/A |
| 38 | UMAX SCANNER | Powerlook 2100XL Scanner | N/A | N/A | N/A | N/A | N/A |
| 39 | UMAX SCANNER | Powerlook 2100XL Scanner | N/A | N/A | N/A | N/A | N/A |
| 40 | HP TAPE DRIVE | HP Ultrium 960 | N/A | N/A | N/A | N/A | N/A |
| 41 | HP TAPE DRIVE | HP SDLT 320 | N/A | N/A | N/A | N/A | N/A |
| 42 | HP TAPE DRIVE | HP DAT 40 | N/A | N/A | N/A | N/A | N/A |
| 43 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 44 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 45 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 46 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 47 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 48 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 49 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 50 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 51 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 52 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 53 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 54 | HP TFT MONITER 20" | HP LP2065 | N/A | N/A | N/A | N/A | N/A |
| 55 | HP TFT MONITER 17" | HP 1740 | N/A | N/A | N/A | N/A | N/A |
| 56 | HP TFT MONITER 17" | HP 1740 | N/A | N/A | N/A | N/A | N/A |
| 57 | HP TFT MONITER 17" | HP 1740 | N/A | N/A | N/A | N/A | N/A |
| 58 | HP TFT MONITER 17" | HP 1740 | N/A | N/A | N/A | N/A | N/A |
| 59 | HP CRT MONITER 17" | HP 7540 | N/A | N/A | N/A | N/A | N/A |

| | | | | | | | |
|----|-----------------------------------|----------------|---------------------------|-----|-----|-----|-----|
| 60 | HP TFT MONITER 24" | HP LP2465 | N/A | N/A | N/A | N/A | N/A |
| 61 | HP TFT MONITER 24" | HP LP2465 | N/A | N/A | N/A | N/A | N/A |
| 62 | Samsung Sync Master | 920n | N/A | N/A | N/A | N/A | N/A |
| 63 | Samsung Sync Master | 920n | N/A | N/A | N/A | N/A | N/A |
| 64 | HP TFT | L1706 | N/A | N/A | N/A | N/A | N/A |
| 65 | HP TFT | L1706 | N/A | N/A | N/A | N/A | N/A |
| 66 | Cisco | Catalyst 4507R | 24 Gig ports, 24 FE ports | N/A | N/A | N/A | N/A |
| 67 | Cisco | Catalyst 4507R | 24 Gig ports, 24 FE ports | N/A | N/A | N/A | N/A |
| 68 | Cisco | Catalyst 2950 | 24 FE ports | N/A | N/A | N/A | N/A |
| 69 | 42U Rack (7 nos.) | President | | | | | |
| 70 | Jack panels (12 nos.) | AMP | | | | | |
| 71 | Face plates (assorted) | AMP | | | | | |
| 72 | Patch cords (UTP & Fiber) | Assorted | | | | | |
| 73 | UTP Cat6/Cat5e structured cabling | Assorted | | | | | |

Appendix - 2**Non-IT Equipments**

| Sl.no. | Device | Make/Model |
|---------------|--|----------------------|
| A. | Electrical items | |
| 1 | Main Panel | Neptune |
| 2 | Capacitor Panel | Neptune |
| 3 | Panel-I | Neptune |
| 4 | Panel-II | Neptune |
| 5 | UPS Pannel-I | Neptune |
| 6 | UPS Pannel-II | Neptune |
| 7 | UPS Pannel-III | Neptune |
| 8 | Distribution pannel | Neptune |
| 9 | Distribution pannel | Neptune |
| 10 | Distribution pannel | Neptune |
| 11 | Distribution pannel | Neptune |
| 12 | Distribution pannel | Neptune |
| 13 | Distribution pannel | Neptune |
| 14 | Distribution pannel | Neptune |
| 15 | Distribution pannel | Neptune |
| 16 | MCB 63A 4P in weatherproof enclosures (3 Nos.) | |
| 17 | MCB 32A 4P in weatherproof enclosures (3 Nos.) | |
| 18 | Cables and accessories | assorted |
| | | |
| B. | CCTV & Surveillance system | |
| 1 | Digital vedio recorder | Ultrak |
| 2 | Monitor | HP Hpf 2105 |
| 3 | Scandom controller | Honeywell HTX - 3000 |
| 4 | Fixed dome Camera (9 nos.) | Honeywell |
| 5 | PTZ camera | Honeywell |
| 6 | PTZ camera | Honeywell |
| 7 | PTZ camera | Honeywell |
| 8 | PTZ camera | Honeywell |
| 9 | PTZ camera | Honeywell |
| 10 | PTZ camera | Honeywell |
| 11 | PTZ camera | Honeywell |
| 12 | Monitoring Workstation | d530CMT |
| 13 | Monitoring Workstation | d530CMT |
| 14 | Cables and accessories | assorted |
| | | |
| C. | UPS & Battery System | |

| | | |
|-----------|--------------------------------------|--------------------------|
| 1 | UPS 40 KVA | Emerson Hipulse |
| 2 | UPS 40 KVA | Emerson Hipulse |
| 3 | UPS 40 KVA | Emerson Hipulse |
| 4 | Battery (1 rack - 34 batteries) | Rocket ESC150-12 |
| 5 | Battery (1 rack - 34 batteries) | Rocket ESC150-12 |
| 6 | Battery (1 rack - 34 batteries) | Rocket ESC150-12 |
| 7 | BCBE (ns160) | Merlin Gerin |
| 8 | BCBE (ns160) | Merlin Gerin |
| 9 | BCBE (ns160) | Merlin Gerin |
| 10 | Cables and accessories | assorted |
| | | |
| D. | Air Conditioning System | |
| 1 | 6.4 tr Precesion air conditioner | Emerson Pex 125 FA100 |
| 2 | 6.4 tr Precesion air conditioner | Emerson Pex 125 FA100 |
| 3 | 6.4 tr Precesion air conditioner | Emerson Pex 125 FA100 |
| 4 | Sequential controller for PAC | Emerson |
| 5 | Interface card for PAC (3 nos.) | Emerson |
| 6 | Split A.C. 1.5 tr | Samsung |
| 7 | Split A.C. 1.5 tr | Samsung |
| 8 | Split A.C. 1.5 tr | Samsung |
| 9 | Split A.C. 1.5 tr | Samsung |
| 10 | Split A.C. 1.5 tr | Samsung |
| 11 | Split A.C. 1.5 tr | Samsung |
| 12 | Floor mount Split A.C. 3 tr | Carrier |
| 13 | Floor mount Split A.C. 3 tr | Carrier |
| 14 | Floor mount Split A.C. 3 tr | Carrier |
| 15 | Cables, pipes and accessories | assorted |
| | | |
| E. | Access control System | |
| 1 | Server(Already accounted in IT list) | HP proliant ml110 |
| 2 | Application software | Honeywell |
| 3 | Door controller (4 reader) | Honeywell |
| 4 | Door controller (4 reader) | Honeywell |
| 5 | Door controller (4 reader) | Honeywell |
| 6 | Door controller (4 reader) | Honeywell |
| 7 | Door controller (4 reader) | Honeywell |
| 8 | Smart card & finger print reader | Honeywell |
| 9 | Proximity card reader (14 nos.) | Honeywell |
| 10 | Door release push button (5 nos.) | Honeywell |
| 11 | Electro-magnetic Lock (10 nos.) | Bell |
| 12 | Cables and accessories | assorted |
| | | |

| | | |
|-----------|--|--------------------|
| F. | Building Management System | |
| 1 | Central control station(Already accounted in IT list) | HP proliant ml110 |
| 2 | Integerated BMS software | Honeywell |
| 3 | Standalone controllers | Honeywell |
| 4 | System Integration modules | Honeywell |
| 5 | Temperature sensors (8 nos.) | Honeywell |
| 6 | Humidity sensors (8 nos.) | Honeywell |
| 7 | Cables and accessories | assorted |
| | | |
| G. | Smoke, Fire & Water detection and Fire Suppression System | |
| 1 | FM-200 cylinder | Honeywell |
| 2 | FM-200 cylinder | Honeywell |
| 3 | FM-200 cylinder | Honeywell |
| 4 | FM-200 cylinder | Honeywell |
| 5 | Elect. Operated Control Head (3 nos.) | |
| 6 | Pres. Operated Control Head (4 nos.) | |
| 7 | Manually operated actuator (3 nos.) | |
| 8 | Manifold check valve (2 nos.) | |
| 9 | Manifold | |
| 10 | Discharge Nozzle (3 nos.) | |
| 11 | Gas release panal | Honeywell |
| 12 | Intelligent addressable Manula Gas release station (3 nos.) | |
| 13 | Intelligent addressable Manula abort station (3 nos.) | |
| 14 | Intelligent addressable Manula Gas release Bell (4 nos.) | |
| 15 | Fire alarm panel | Honeywell XLS-1000 |
| 16 | Intelligent addressable multicriteria detector (18 nos.) | |
| 17 | Intelligent addressable photo-electric detector 6 nos.) | |
| 18 | Intelligent addressable rate of rise cum fixed temp. heat detector (2 nos.) | |
| 19 | Manual Call point (6 nos.) | |
| 20 | Fire Hooter cum Strobe (2 nos.) | |
| 21 | Fault isolator | |
| 22 | Addressable and automatic commandable control module for tripping AHU/initiation of Pressurisation Fans/grounding of lifts (6 nos) | |
| 23 | VESDA | Honeywell |
| 24 | WLD Panel | |
| 25 | WLD module (4 nos.) | |
| 26 | WLD cable sensor (6 nos.) | Honeywell |
| 27 | Electric Hooter for WLD | |
| 28 | Cables, hose, pipes and other accessories | assorted |

Special Instruction to bidders

- The intending bidder may visit the site and understand/see/assess for themselves the Work requirements, before submission of bids.

PRICE FORMAT

Tender No.:

Due date :

Validity of offer:

| SI No | Description | 2010-11 | 2011-12 | 2012-13 | Total |
|-----------------------------------|---|---------|---------|---------|-------|
| | Annual maintenance Contract and Operational Support services for Corporate Data Center at 3 rd floor, Antriksh Bhawan, K.G.Marg, New Delhi as per the scope of work/ SLA | | | | |
| A | AMC Charges | | | | |
| | Taxes / Duties | | | | |
| | Sub total --- A | | | | |
| B | Operational Support Charges | | | | |
| | Taxes | | | | |
| | Sub total --- B | | | | |
| Grand Total for Evaluation | | | | | |

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

2.0 Eligibility and experience of the bidder :-

2.1 (a) Bidder shall have carried out two jobs of Annual Maintenance Contract (AMC) and Operational Support for Data Centre / similar type of work for order value of more than Rs. 50.00 lakhs each in last 5 years. Documentary evidence in the form of Work Order/PO/LOA along with a satisfactory Service Certificate shall be submitted.

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

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

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

- (i) The leader of the consortium should satisfy the minimum experience requirement as per para 2.1(a) above.
- (ii) The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.
- (iii) All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to ONGC-VL for any and all obligations and responsibilities arising out of this contract.

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

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

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

B.2 Commercial rejection criteria

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

1.0 Proof of the sale/issue of bid document

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

2.0 Bid should be submitted in Two Bid system 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.

2.1 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) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer (Refer clause 13 of Instruction to Bidders at Annexure I).

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

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

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

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

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

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

(h) 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.

(i) 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.

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.

2. Purchase preference to central PSUs:

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

2 Payment to the party will be made as under:

Quarterly payment shall be made at the end of every quarter subject to any deduction as per SLA.

C. 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

| Sl. No. | BEC Clause | Offered by Bidder |
|---------|---|---------------------------|
| 1 | <p>A. Vital criteria for acceptance of bids:</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. REJECTION CRITERIA</p> <p>B.1 Technical rejection criteria</p> <p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected:</p> | |
| 3 | <p>1.0 Bid should be complete covering all the scope of work/SLA 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> | Confirmed / Not confirmed |
| 4 | <p>2.1 (a) Bidder shall have carried out two jobs of Annual Maintenance Contract (AMC) and Operational Support for Data Centre / similar type of work for order value of more than Rs. 50.00 lakhs each in last 5 years. Documentary evidence in the form of Work Order/PO/LOA along with a satisfactory Service Certificate shall be submitted.</p> | Submitted / Not submitted |
| 5 | <p>2.1(b) In case the bidder is an Indian company/ Indian Joint venture company, either the Indian company/ Indian Joint venture company or its technical collaborator/ joint venture partner should meet the criteria laid down at 2.1(a).</p> | Confirmed / Not confirmed |
| 6 | <p>2.2 Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1(a) and 2(b) above.</p> | Submitted / Not submitted |
| 7 | <p>2.3 In case the bidder is a consortium of</p> | |

| | | |
|----|---|---|
| | companies, the following requirement should be satisfied by the bidder: | |
| 8 | (i) The leader of the consortium should satisfy the minimum experience requirement as per para 2.1(a) above. | Confirmed / Not confirmed |
| 9 | (ii)The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of work/SLA' of this tender. This confirmation should be submitted along with the techno-commercial bid. | Submitted / Not submitted |
| 10 | (iii)All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to ONGC-VL for any and all obligations and responsibilities arising out of this contract. | Submitted / Not submitted |
| 11 | 2.4 (a) Indian companies/ Joint Venture companies :-Indian bidders whose proposal for technical collaboration/ Joint Venture involves foreign equity participation or payment of royalty and / or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening. | Submitted / Not submitted |
| 12 | 2.4 (b) Bidders should submit Memorandum Of Understanding (MOU) / Agreement with their technical collaborator/joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work/SLA. | Submitted / Not submitted |
| 13 | 2.4 (c) MOU/ Agreement concluded by the bidder with technical collaborator/ joint venture partner (in case of joint venture), should also be addressed to ONGC-VL, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them for the contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder. | Submitted / Not submitted |
| 14 | 1.3 Bidder shall quote for complete scope of work/SLA. Partial quotes shall be summarily rejected. | Quoted/ not quoted for complete scope of work |
| 15 | 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. | Agreed / Not Agreed |
| 16 | B.2 Commercial rejection criteria | |

| | | |
|----|--|--|
| | The following vital commercial conditions should be strictly complied with failing which the bid will be rejected. | |
| 17 | 1.0 Proof of the sale/issue of bid document The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with offer. | Submitted / Not submitted |
| 18 | 1.0 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. | Confirmed / not confirmed |
| 19 | 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. | Agreed/Not Agreed |
| 20 | 4. Offers of following kinds will also be rejected: (a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer (Refer clause 13 of Instruction to Bidders at Annexure I). (b) Telex/ Telegraphic /Fax/ E-Mail/ Xerox/ Photo copy offers. (c) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid. (d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications. (e) Offers which do not conform to OVL's price bid format. (f) Offers which do not confirm to the mobilization period /design & drawing submission indicated in | Agreed/Not Agreed Confirmed/Not confirmed Confirmed/Not confirmed Confirmed/Not confirmed Confirmed/Not confirmed Confirmed/Not confirmed |

| | | |
|----|--|---|
| | <p>the bid.</p> <p>(g) Offers which do not confirm to the contract period indicated in the bid.</p> <p>(h) 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.</p> <p>(i) 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.</p> | <p>Confirmed/Not confirmed</p> <p>Confirmed/Not confirmed</p> <p>Submitted/Not submitted</p> <p>Submitted/Not submitted</p> |
| 21 | <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> |
| 22 | <p>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.</p> | <p>Complied / not complied</p> |
| 23 | <p>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.</p> | <p>Complied / not complied</p> |
| 24 | <p>D. General</p> <p>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</p> | <p>Agreed/Not Agreed</p> |

| | | |
|--|---|-------------------|
| | 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 and that the contractor may suffer summary termination of contract / disqualification in case of violation. | Agreed/Not Agreed |
|--|---|-------------------|