

ONGC VIDESH LTD.
NEW DELHI

Tender for

**Supply, Installation & Replacement/Buyback of Air-conditioners installed
at ONGC Videsh offices**

TENDER NO. OVL/7/III/AC-Replacement/8th Floor/KB/2010-11

DATE OF SUBMISSION: UP TO 01/02/2011 (UPTO 1430 HRS.)
OPENING DATE 01/02/2011 (AT 1500 HRS.)

ONGC VIDESH LIMITED

IT & INFRASTRUCTURE SUPPORT GROUP

TENDER NOTICE	
Tender No. & Date	OVL/7/III/AC-Replacement/8th Floor/KB/2010-11 Dated: 21/01/2011
Name of Work	AC-Replacement on 8 th Floor Kailash Building at ONGC Videsh Ltd. offices
Validity	90 days
EMD / BID BOND	Rs. 16,800/-
Tender submission and opening place	Office of the CE (E&T), 6 th floor, 26, KG Marg, Kailash Building, Connaught Place, New Delhi -110 001
Date of opening & Time	at 1500 hrs

Earnest Money amounting to Rs. 16,800/-

Vide DD No. /PO No. /BC No.

Dated of.....submitted along-with the tender.

CE (E&T)

NOTICE INVITING BID/TENDER

ONGC VIDESH LTD VIDESH LTD
New Delhi
DETAILED NOTICE INVITING BID / TENDER

No: OVL/7/III/AC-Replacement/8th Floor/KB/2010-11

Date: 21/01/2011

Name of Work: AC-Replacement at ONGC Videsh Ltd. offices.

- 1.0 ONGC VIDESH LTD invites sealed tenders in a single bid system from reputed and experienced contractors for the above-mentioned work.
- 2.0 Detailed specification and scope of work are given in the bid documents, which are available for examination at the address given as per Sr. No.10 below,

EMD	Rs. 16,800/-
Time period (Validity)	90 days
Bid receipt date and time	01/02/2011 upto 1430 hrs.
Date & Time of opening	01/02/2011 at 1500 hrs.
Tender Fee	NIL

- 3.0 Earnest money amounting to Rs. **16,800/-** is to be deposited in the form of account payee Bank Draft / Pay Order / Bankers cheque drawn on any scheduled bank guaranteed by Reserve Bank of India, having validity not less than 180 days and drawn in favour of Finance & Accounts Officer, ONGC VIDESH LTD., New Delhi. The bid that do not accompany with the Earnest Money shall be summarily rejected. Bank Guarantee from Schedule Bank (s) towards Earnest money is also acceptable to ONGC VIDESH LTD, valid for 30 days beyond the required validity of Bid.

Earnest money / Bid Bond / Bid Security will not be necessary for bids from Central Govt. / Central PSUs. The firms registered with NSIC will be exempted from furnishing Bid Bond / Bid Security / Earnest money, irrespective of monetary limit mentioned in their registration certificate provided they submit evidence that they have a current and valid registration for the item (s) they intend to quote.

- 4.0 Issuance of bid document to any bidder shall not construe that such bidder is considered qualified. Bid Evaluation Criterion (BEC) is given in the bid documents and bids shall be evaluated based on the BEC.
- 5.0 Bidders are requested to go through the "Instructions to bidder" in the bid document before filling and submitting the bid.
- 6.0 Telex / Telephonic / Fax / e-mail offers shall not be accepted.
- 7.0 ONGC VIDESH LTD takes no responsibility for delay, loss or non-receipt of bid document sent by post / courier. Bids sent by post must be sent under registered cover so as to reach the place well before the closing time and date.

- 8.0 ONGC VIDESH LTD reserves the right to reject any or all bids or cancel / withdraw the invitation to bid without assigning any reason what so ever and in such case no bidder / intending bidder shall have any claim arising out of such actions.
- 9.0 If the date of receiving and opening of bids happens to be holiday, the bid will be received and opened on the next working day at the same time and in the same manner.
- 10.0 Address for communication and issue of Bid document:
Office of the CE (E&T), ONGC VIDESH LTD, 6th floor, Kailash Building, 26 KG Marg, Connaught Place, New Delhi-1. Tel: 011- 41291333
- 11.0 Eligibility criteria for issuing bid document: Bid documents will be issued to those bidders who have valid WCT / Service tax no. and LOIs / work orders of similar type of works of AC-installation jobs during last three years.
- 12.0 Offer sent without having the prescribed bidding document of ONGC VIDESH LTD and / or without complying with the terms and conditions of bidding document for submitting the offer, will be ignored straightway.
- 13.0 Bids shall be received and opened at the address mentioned below:
Office of the CE (E&T), ONGC VIDESH LTD., 6th floor, Kailash Building, 26 KG Marg, Connaught Place, New Delhi-110 001 Tel: 011- 41291333

CE (E&T)

ANNEXURE - I
INFORMATION AND INSTRUCTIONS TO BIDDER

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION**Eligibility and experience of the bidder:-**

1.1(a) Eligibility & experience criteria: Please refer BEC at Annexure - IV.

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:

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

1. 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.
2. All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to ONGC Videsh Ltd 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 lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening.

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

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

2.0 **TENDER FEE**

2.1 DELETED.

2.2 **Refund of tender fee**
DELETED

3. **TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

4. **COST OF BIDDING**

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

B: THE BIDDING DOCUMENT

5. **CONTENT OF BIDDING DOCUMENTS**

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

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

- Appendix 1 : Bid Bond Bank Guarantee proforma
Appendix 2 : Proforma for Bidders past services (similar)
Appendix 3 : Proforma of Authorisation Letter for attending Tender Opening
Appendix 4 : Proforma of Certificate on Relatives of Directors
Appendix 5 : Proforma for proposed changes/modifications.

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

- Appendix 1 : Proforma of Bank Guarantee towards Performance Security.

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

ANNEXURE IV : **BID EVALUATION CRITERIA**

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

6. **PRE-BID CONFERENCE/AMENDMENT TO BIDDING DOCUMENTS: --DELETED--**

C. PREPARATION OF BIDS

7. **LANGUAGE AND SIGNING OF BID**

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

- 7.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 9 of Annexure-I. The prescribed proforma at Appendices of Annexure I, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".
- 7.3 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 7.4 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 7.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.
- 7.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC Videsh Ltd. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 7.7 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.
- 7.8 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer and in the case of a Corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal.
- 7.9 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 7.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. ONGC Videsh Ltd may reject outright any bid not supported by adequate proof of the signatory's authority
- 7.11 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this bidding document are acceptable to it in toto.
- Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 7.13 Original bid should be signed manually by the authorized signatory (ies) of the bidder. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

7.12 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 bidders is a joint venture formed of two or more companies, the Company requires that the parties to the joint venture accept joint and several liability for discharging all obligations under the Contract.
- (c) The leader of the Consortium/Indian leader can submit bid on behalf of consortium of bidders. Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. ***In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.*** The following provisions should also be incorporated in the MOU executed by the members of the Consortium/Joint Venture:-
- (i) The leader of the consortium/joint venture on behalf of the consortium / joint venture shall coordinate with ONGC Videsh Ltd 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 Videsh Ltd only to the leader of the consortium/joint venture towards fulfillment of contract obligations. (If direct payment to each member is required for their part of scope of works, the same should be clearly indicated in the bid along with member-wise details of price break-up).
- (d) The bid may be signed by all members of the Consortium/Joint Venture. Alternatively the leader may sign the bid. In such a case, the Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.
- (e) Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.

- (f) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection unless such a change is agreed to by ONGC Videsh Ltd in writing.
- (g) **Signing of Contract:** In the event of award of contract to the consortium/joint venture, the contract may be signed by the leader and members of the consortium/joint venture and the liability of each one of them shall be joint and several. Alternatively the contract may be signed by an authorised officer of the consortium/joint venture on its behalf as well as on behalf of each and every member separately with a valid power of attorney from each member duly notarised and thereafter every member should countersign the contract in token of having confirmed the contract.

8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

- 8.1 ONGC Videsh Ltd has to finalise its purchase within a limited time schedule. **Therefore, ONGC Videsh Ltd will not seek any clarifications in respect of incomplete offers.**
- 8.2 Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OVL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OVL's requirement **will** be rejected without seeking any clarification.

9.0 DOCUMENTS COMPRISING THE BID

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

- a) Price schedule.
- b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the OVL's satisfaction:
- (i) That the Bidder has the necessary capability and experience **as per clause B.2.1 of BEC** to perform the Contract;
- (ii) That the Bidder meets **ALL** the criteria prescribed in the Bid Evaluation Criteria (Annexure-IV).
- c) Documentary evidence that the services to be rendered by the Bidder conform to the requirements of bidding documents.
- d) EMD.

10.0 PRICE SCHEDULE

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

10.2 Bid Prices

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

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

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

10.3 (a) 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. ONGC Videsh Ltd will not take responsibility towards this. However, ONGC Videsh Ltd may provide necessary assistance, wherever possible, in this regard.

Bidders must also consider benefits of CENVAT credit under the CENVAT Credit Rules 2008 as amended from time to time, for excise duty, service tax etc against their Input materials/Services, while quoting the prices. Similarly, the benefits of input VAT credit against their Input materials, under the relevant VAT Act of the State, should also be duly considered by the Bidders while quoting the prices.

10.3 (b) Undertaking to provide necessary documents, for enabling ONGC Videsh Ltd to avail Input VAT credit and CENVAT credit benefits (wherever applicable).

Further, the Bidders shall undertake to provide all the necessary certificates / documents for enabling ONGC Videsh Ltd to avail Input VAT credit and CENVAT credit benefits (wherever applicable), in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the contract (if awarded). The Contractor should provide tax invoice issued under rule-4A of Service Tax for the Services; and tax invoice issued under Central Excise rule-11 (indicating education cess and Secondary & Higher Education Cess) for Excise Duty and tax invoice under respective State VAT Act for VAT separately for the indigenous goods.

10.4 INCOME TAX LIABILITY

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

10.5 Service Tax Liability:

The bidder will have to bear all Service tax liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under Service Tax Rules 1994 (amended from time to time)

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. ONGC Videsh Ltd 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) ONGC Videsh Ltd will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) ONGC Videsh Ltd will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

(i) (Applicable for Indigenous tenders):

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.

(Applicable for ICB tenders): --DELETED--

11.0 BID CURRENCIES

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

12.0 MODE OF PAYMENT

ONGC Videsh Ltd shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with their offers:

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

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

12.1 ONGC Videsh Ltd shall pay to CONTRACTOR after the successful completion, testing and taking over of work to the complete satisfaction of the Engineer In-charge. No advance payment shall be made under any circumstances. The payable amount / rates shall be firm during the entire contract period including extension if any. No escalation shall be payable.

12.2 The bill invoice in triplicate shall be submitted by the contractor to the Chief Engineer (E&T), Infocom Section, ONGC Videsh Ltd, New Delhi. Payment shall be made within 15 days from the date of receipt of invoice at the above office, if found in order.

12.3 In the event of any dispute in a portion or whole of any invoice, the OVL shall make payment of undisputed portion and shall promptly notify the CONTRACTOR'S representative in writing for the remaining portion in contract to mutually resolve the dispute and after such resolution, the OVL shall make payment to the CONTRACTOR within 30 days of such settlement. However, OVL shall not be liable to make any payment towards interest on delayed payment

12.4 The security deposit of the Contractor shall not be refunded before the expiry of 12 months after the date of final completion of work

13.0 **CONCESSIONAL RATE OF CUSTOMS DUTY/EXCISE DUTY/ SALES TAX: --DELETED--**

14.0 **VAGUE AND INDEFINITE EXPRESSIONS**

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

15.0 **AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE (Applicable for ICB tenders only) – DELETED--**

16.0 **PERIOD OF VALIDITY OF BIDS**

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

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

17.0 **BID BOND/BID SECURITY/EMD**

17.1 The Bid Bond/Bid Security/EMD is required to protect the ONGC Videsh Ltd against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 17.7.

17.2 Earnest money / Bid Bond / Bid Security will not be necessary for bids from Central Govt. / Central PSUs. The firms registered with NSIC will be exempted from furnishing Bid Bond / Bid Security / Earnest money, irrespective of monetary limit mentioned in their registration certificate provided they submit evidence that they have a current and valid registration for the item (s) they intend to quote.

17.3 The Bidders not covered under Para 17.2 above must enclose with their offer bid bond/bid security/EMD. The amount for bid bond/bid security/EMD has been indicated in the Bid document.

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

- i) Bank Draft in favour of ONGC Videsh Ltd valid for 180 days from its date of issue.
- ii) Bank Guarantee in the prescribed format as per Appendix 1 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.
- iii) Cashier's/Banker's cheque valid for 180 days from the date of issue of the same will be acceptable from foreign bidders only.

17.5 ONGC Videsh Ltd shall not be liable to pay any bank charges, commission or interest on the amount of Bid/Bid Security/EMD.

17.6.1.1 No Bid will be considered which is not accompanied with Bid Bond/Bid Security/EMD amounting to Rs. 16,800/-.

The Bank Guarantee for the Earnest Money Deposit will be returned to the unsuccessful Bidders immediately after finalization of bid or at such date as may have been requested by the OVL & accepted by the Bidder. In the case of the successful Bidder, if the Earnest Money Deposit has been submitted in the form of Bank draft / Pay order, it shall be automatically get converted into Security Deposit, or, if the EMD has been submitted in the form of Bank Guarantee, the Bidder shall submit the fresh Bank Guarantee, equal to the amount of Security Deposit as per the enclosed format (Appendix 1 of Annexure II), valid for two months beyond the contract period. In case, the successful Bidder fails to commence the work awarded to him, the Earnest Money Deposit (EMD) shall be forfeited.

17.7 Subject to provisions in para 17.2 above, offers without Bid Bond/Bid Security/EMD will be ignored.

17.8 The Bid Bond/Bid Security/EMD shall be forfeited by ONGC Videsh Ltd in the following events:

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

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

17.10 Offers with fax bid bonds

Normally offers received along with Fax Bid Bond shall not be considered. However, ONGC Videsh Ltd 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 Videsh Ltd may consider to debar the Bidder from participating against its future tenders.

18.0 TELEX / TELEGRAPHIC / TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

18.1 Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered. Original bids should be signed manually failing which they shall be rejected.

D. SUBMISSION AND OPENING OF BIDS

19.0 Bidding System

19.1 **Single-Bid System** shall be followed as described in this Clause. The Bids shall be submitted only in the name of the Bidder, in whose name the Bid Document was issued by the OVL. The Bid papers shall be filled complete in all respects and shall be submitted together with requisite information and Appendices. It shall be complete and free from ambiguity, change or interlineations.

19.2 The original Bid Documents as received by the Bidder along with Bidder's offer as prepared by the Bidder in original and all other required information, such as power of attorney of the signatory to the bid, Descriptive literature and any other information required to be furnished by the Bidder, shall be construed to constitute the Bid Document.

19.3 The OVL will not be responsible for the loss of the bid form or for the delay in postal transit.

19.4 Bidder shall sign their bid on each page. Bid shall be duly Signed & sealed by an authorized representative of the Bidder's organization & in the case of the OVL, the Corporate seal shall be affixed on the bid.

19.5 OVL reserves the right to seek the revised price offer to the extent & in areas required for evaluation only of such bidder(s) whose technical proposals are acceptable & complete. OVL's decision in this regard shall be final & binding on the Bidders.

19.6 For the purpose of assessment of experience and capability of executing the work, the experience and capability of the executing agencies i.e. main bidder, consortium or joint venture partners, subcontractor's back up consultants, if any, in executing the aforesaid activities for their respective scope of work shall be evaluated. For the purpose of assessment of the capability of the bidder, the adequacy of facilities, services and resources, construction equipment including personnel proposed by the bidder to execute the works, existing at the time of bidding and availability of these facilities, services, resources, construction equipments etc. shall be evaluated.

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

20.0 DEADLINE FOR SUBMISSION OF BIDS

20.1 The Bid must be received by ONGC Videsh Ltd at the address specified in Invitation for Bids not later than 1430 Hrs (IST) on the notified date as per the tender documents. All out-station tenders, if sent by post, should be sent under registered cover.

21.0 LATE BIDS

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

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

22.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

23.0 OPENING OF BIDS

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

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

E. EVALUATION OF BIDS

24.0 EVALUATION AND COMPARISON OF BIDS

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

25.0 UNSOLICITED POST TENDER MODIFICATIONS:

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

26.0 EXAMINATION OF BID

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

26.2 ONGC Videsh Ltd will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the Bid Evaluation Criteria of the bidding document will be rejected.

27.0 SPECIFICATIONS:

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

28.0 CONVERSION TO SINGLE CURRENCY (Applicable for ICB tenders only) –DELETED--

29.0 GRANTING OF PRICE PREFERENCE (Applicable for ICB tenders only) –DELETED--

29.2 Purchase preference to Central PSUs: --DELETED--

29.3 (Applicable for ICB tenders only) –DELETED—

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

30. CONTACTING ONGC VIDESH LTD

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

F. AWARD OF CONTRACT

31.0 AWARD CRITERIA.

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.

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

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

33.0 NOTIFICATION OF AWARD (NOA)

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

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

33.3 Upon the successful bidder's furnishing performance security, pursuant to clause 36, the contract shall be signed between the parties as per clause 35.0

33.4 In case, LOI / NOA placed is not accepted by the L1 bidder or the Performance Bond is not submitted as per the terms of the contract within the time specified in the bid document, the bid bond shall then be forfeited and the firm shall be put on holiday for two (2) years depending on the merit of the case and the case shall be processed as per guidelines in vogue.

39.0 UNSOLICITED COMMUNICATIONS:

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

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

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

In case, any bidder while making such representations to Competent Purchase Authority (CPA) also involves other officials of ONGC Videsh Ltd and / or solicits / invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

AUTHORISED SIGNATORY OF
THE CONTRACTING PARTY

CE (E&T)

Proforma of Bank Guarantee towards Bid Security/EMD/Bid Bond

BID BOND

Ref. No.....

Bank Guarantee No.....

Dated.....

To,
ONGC Videsh Ltd.
6th Floor, Kailash Building
26, KG Marg, Connaught Place
New Delhi – 110 001

Dear Sirs,

1. Whereas ONGC Videsh Ltd, incorporated under the Companies Act, 1956, having its registered office at 4th Floor, Kailash Building, 26, KG Marg, Connaught Place, New Delhi - 110001 - India (hereinafter called 'OVL' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. OVL/7/III/AMC-AC/2009-10. and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) _____ (Indian Rupees) (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by OVL which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

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

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

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

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

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

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

WITNESS NO. 1

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

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

Attorney as per Power of
Attorney

No.....

Dated

WITNESS NO. 2

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

Note:

1. 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.
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/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
3. Please indicate the currency in which Bank Guarantee is being given 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. **(a)** The Bank Guarantee by Indian bidder will be given from Nationalized/ Scheduled Banks only. The Foreign bidder will give Bank Guarantee from an Indian Bank situated in their city.
(b) In case no Indian bank is situated in foreign bidder's city, then Bank Guarantee from foreign Bank acceptable to OVL, either situated in bidder's country or in India (a list of such acceptable foreign banks is enclosed at Appendix 9 of this Annexure) or from an Indian Scheduled Bank situated in India, will be considered.
(c) If any foreign bidder desires to furnish guarantee from a bank other than those included in Appendix-9 of this Annexure, such bidder should furnish collateral security/ guarantee/ confirmation from any of these 300 banks or the State Bank of India.

BIDDER'S PAST SERVICES (SIMILAR) PROFORMA

SL.NO.	NAME & ADDRESS OF CLIENT	PERIOD FROM TO	DESCRIPTION OF SEVICES COMPLETED SUCCESSFULLY	REMARKS
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NOTE: - DOCUMENTS 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 Chief Engineer (E&T)
ONGC Videsh Ltd
6th Floor, Kailash Building.,
26, KG Marg, Connaught Place
New Delhi (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 & OVL

This has reference to our proposed contract for Rs..... regarding
to be entered into with ONGC Videsh Ltd. (OVL).

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

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

Authorised Signatory of
The Contracting Party

Place...

Date...

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

ANNEXURE - II
MODEL CONTRACT AND
GENERAL CONDITIONS OF CONTRACT
(To be signed with the successful bidder)

MODEL CONTRACT AND 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 Videsh LIMITED, a CORPORATION registered under the Companies Act 1956, having its registered office at 4th Floor, Kailash Building, 26, KG Marg, Connaught Place, New Delhi- 110 001, India and one of its work center at Kailash Building (hereinafter referred to as "CORPORATION" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the "CONTRACTOR" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas CORPORATION is desirous of LAN Cabling at ONGC Videsh Ltd. Offices at Kailash Building for carrying out CORPORATION's operations conforming to specifications as set forth in the Scope of Work at Annexure-III of this agreement.

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

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

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

1. DEFINITIONS:

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

1.1 CONTRACT

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

1.2 CORPORATION/ONGC Videsh Ltd:

Shall mean ONGC Videsh Ltd., India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE

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

1.4 CORPORATION'S SITE REPRESENTATIVE/ENGINEER

Shall mean the person or the persons appointed by ONGC Videsh Ltd 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 Videsh Ltd 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 Videsh Ltd 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 Videsh Ltd.

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 ONGC Videsh Ltd 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 VIDESH LTD and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on ONGC VIDESH LTD for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by ONGC VIDESH LTD.

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 ONGC VIDESH LTD 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 VIDESH LTD after ONHIRE survey and ONGC VIDESH LTD's acceptance thereafter. The date and time of ONGC VIDESH LTD's acceptance of ON HIRE survey will be treated as the date and time of mobilisation.

1.13 DEMOBILISATION:

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

1.14 DRAWINGS:

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

1.15 SPECIFICATIONS:

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

1.16 INSPECTORS:

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

1.17 TESTS:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT considered necessary by ONGC VIDESH LTD 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 ONGC VIDESH LTD owned or hired by ONGC VIDESH LTD.

1.19 THIRD PARTY

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

1.20 APPROVAL:

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

1.21 SINGULAR/ PLURAL WORDS:

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

2.0 SCOPE OF WORK/CONTRACT:

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

3.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid till the delivery of all the material/services from date of placement of LOI/Work Order.

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 well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

4.1 ONGC Videsh Ltd

For CONTRACT related communication

The Chief Engineer (E&T)
6th Floor, Kailash Building
26, KG Marg
Connaught Place
New Delhi – 110 001

For operations, reports and payments

The Chief Engineer (E&T)
6th Floor, Kailash Building
26, KG Marg
Connaught Place
New Delhi – 110 001

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

5.0 DUTIES AND POWER /AUTHORITY:

5.1 The duties and authorities of ONGC VIDESH LTD's site representative are to act on behalf of ONGC VIDESH LTD 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.
- I. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of ONGC VIDESH LTD's representative/engineer without which no claim will be entertained by ONGC VIDESH LTD.

5.1.1 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 VIDESH LTD'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 Videsh Ltd'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 ONGC VIDESH LTD and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3 Modification in CONTRACT:

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

6.4 **Assignment:**

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

6.5 **Waivers and amendments:**

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

7.0 **REMUNERATION AND TERMS OF PAYMENT**

7.1 CORPORATION shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (Annexure-III), as per the price Schedule at Annexure-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 Chief Manager (F&A), ONGC Videsh Ltd, New Delhi.

7.3 Invoices with original supporting documents duly countersigned by the OVL's representative/ Engineer-In Charge, wherever applicable, will be submitted by the CONTRACTOR to ONGC Videsh Ltd. quarterly at end of the quarter and payment shall be made within 30 days from the date of receipt of invoice at the above office.

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

7.5 **ONGC VIDESH LTD's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the Corporation to question the allowability under this Agreement of any amounts claimed therein, provided ONGC VIDESH LTD, 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 thereof. Should ONGC VIDESH LTD 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 VIDESH LTD and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

7.6 (Applicable in ICB tenders only) Payment of commission / fee / remuneration of Indian agent / consultant / representative / retainer / associate of foreign principal: **-DELETED-**

8 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING :

8.1 CLAIMS:-

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

8.2 NOTICE OF CLAIMS:-

CONTRACTOR or CORPORATION, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 TAXES:-

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

CONTRACTOR shall provide all the necessary certificates / documents for enabling ONGC Videsh Ltd to avail Input VAT credit and CENVAT credit benefits (wherever applicable), in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under rule-4A of Service Tax for the Services; and tax invoice issued under Central Excise rule-11 (indicating education cess and Secondary & Higher Education Cess) for Excise Duty and tax invoice under respective State VAT Act for VAT separately for the indigenous goods. Payment towards the components of Excise Duty, VAT, CVD, Service Tax etc (where CENVAT / VAT credit is available) shall be released by ONGC Videsh Ltd only against appropriate documents for availing CENVAT / VAT credit (as applicable).

8.4 CUSTOMS DUTY: -DELETED--

8.5 PERSONNEL TAXES:-

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

8.6 CORPORATE TAXES:-

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

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

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

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

8.10 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the CORPORATION 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 CORPORATION and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from the CORPORATION to improve their performance failing which the CORPORATION may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

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

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

The Performance Bank Guarantee should be for an amount of 10% of the total contract value with a validity period of two months beyond the total contract period.

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 ONGC Videsh Ltd, the OVL 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 OVL on demand.

11.0 **IMPORT AND IMPORT CLEARANCE:-**

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

12.0 **DISCIPLINE:-**

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

13. SAFETY AND LABOUR LAWS:-

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by ONGC VIDESH LTD 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 VIDESH LTD's employee also shall comply with safety procedures/policy.

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

13.1 Verification of character and antecedents of Contractual Manpower

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

14. SECRECY:-

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

15. STATUTORY REQUIREMENTS:-

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

16. **INSURANCE:-**

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

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

B) Entire clause 16(B) deleted

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

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

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

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

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

17 INDEMNITY AGREEMENT:

17.1 INDEMNITY BY CONTRACTOR:

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

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

17.2 INDEMNITY BY CORPORATION :

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

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

18. TERMINATION

18.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the ONGC VIDESH LTD 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 No: 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 ONGC VIDESH LTD 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 ONGC VIDESH LTD considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, ONGC VIDESH LTD shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. ONGC VIDESH LTD 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 ONGC VIDESH LTD.

18.5 Termination for delay in mobilisation

Successful bidder shall be required to mobilise complete equipment alongwith crew (only manpower / crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within a maximum number of ... days from the date of Fax order / LOA/ NOA. If the CONTRACTOR (successful bidder) fails to mobilise as above, ONGC VIDESH LTD 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 ONGC VIDESH LTD 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 VIDESH LTD against any type of tender nor their offer will be considered by CORPORATION against any ongoing tender(s) where contract between CORPORATION and that particular CONTRACTOR (as a bidder) has not been finalised] for two years from the date of termination by CORPORATION to such CONTRACTOR.

19. DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

- (a) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operations within the period specified in sub clause (a) above, ONGC VIDESH LTD shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.
- (b) If the contractor is unable to mobilize / deploy and commence the operations within the period specified in sub clause (a) above, it may request ONGC Videsh Ltd for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, ONGC Videsh Ltd 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 VIDESH LTD 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.

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

21. CHANGE IN LAW:

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 ONGC VIDESH LTD 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 ONGC VIDESH LTD subject to the production of documentary proof to the satisfaction of ONGC VIDESH LTD 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 ONGC VIDESH LTD 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 CORPORATION.

Notwithstanding the above mentioned provisions, CORPORATION 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 VIDESH LTD (the Indian PSU), that ONGC VIDESH LTD 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 VIDESH LTD 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 VIDESH LTD 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 VIDESH LTD 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 VIDESH LTD 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 VIDESH LTD

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

25. PREFERENCE TO LOCAL COMPANIES:-

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

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

26. JURISDICTION AND APPLICABLE LAW:-

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

27. ARBITRATION

27.1 ARBITRATION (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 VIDESH LTD
Above Rs. 5 crore	3 Arbitrators	One arbitrator by each party and the 3 rd 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 VIDESH LTD 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 pendente-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 lacs	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. 10,00,000/-

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 / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, ONGC VIDESH LTD shall make all necessary arrangements for his travel 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 VIDESH LTD.

31.0 PATENT INDEMNITY

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

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

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

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

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

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

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

32.0 INDEPENDENT CONTRACTOR STATUS:

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

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

33.0 EXPORT/RE-EXPORT CONTROL RESTRICTIONS:

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

34.0 INTEGRITY PACT (applicable for tenders above Rs 1 Crores): -DELETED-

35.0 Limitation of Liability

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

- a) Neither the Contractor nor the Company (ONGC VIDESH LTD) 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 Ltd
New Delhi
India.

Dear Sirs,

1. In consideration of ONGC Videsh Ltd, incorporated under the Companies Act, 1956, having its Registered Office at 4th Floor, Kailash Building, 26, KG Marg, Connaught Place, New Delhi-110001, India (hereinafter referred to as 'OVL', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OVL having agreed that the CONTRACTOR shall furnish to OVL a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OVL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OVL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./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 OVL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OVL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S. \$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. **(a)** The Bank Guarantee by Indian Contractor will be given from Nationalized/ Scheduled Banks only. The Foreign Contractor will give Bank Guarantee from an Indian Bank situated in their country.
(b) In case no Indian Bank is situated in foreign Contractor's country, then Bank Guarantee from foreign Bank acceptable to OVL, either situated in Contractor's country or in India (a list of such foreign banks acceptable to OVL is enclosed at Appendix-9 in Annexure-I of this bidding document)) or from an Indian Scheduled Bank situated in India, will be considered.
(c) If any foreign Contractor desires to furnish bank guarantee from a bank other than those included in Appendix-9 of Annexure-I of this bidding document, such Contractor should furnish collateral security/ guarantee/ confirmation from any of these 300 banks or the State Bank of India.

ANNEXURE – III
Scope of work, Specifications and Price Bid Proforma.

SCOPE OF WORK

- I. Supply and Installation of Split-type AC as per the specifications.
- II. Standard Installation for Split Air Conditioners includes hanging of the indoor units & placing of the out door units, along with leakage testing & Commissioning of the units. It also includes 5 Mtrs of Copper Piping. Laying of copper Piping, electrical cabling & all drain piping will be in the scope of installation. The drain pipe should be suitably and properly routed to avoid water dripping.
- III. Any kind of masonry work, grill cutting, glass cutting, specialized carpentry work, Angle iron frames, boxing work or false ceiling etc if required for mounting the outdoor unit and indoor unit will be in the scope of work of the contractor.
- IV. Appropriate power supply has to be provided if it does not exist presently. Power point is to be provided near to the unit.
- V. All the quantities mentioned regarding copper pipe, drain pipe, electrical cables etc. are estimated quantities only. Payment shall be made according to the actual quantities used during the execution of the work.
- VI. All the existing Air conditioners along with all associated accessories / fixtures are to be removed and either handed over to ONGC Videsh or disposed off as per the decision taken by ONGC Videsh at later stage.
- VII. The bidder should quote for complete scope of work including the buyback option. Incomplete offers/quotes shall be summarily rejected.
- VIII. Make of the Air-conditioner: Carrier, Hitachi and Diakin etc.

Notes:

1. Installation and commissioning jobs are required to be taken up on Weekends / closed holidays, to avoid disruption of services and with the specific approval of Engineer In charge.
2. The bidders are allowed to make site visit and assess on their own before submission of their final quote.
3. The material supplied under this work shall carry a warranty of 1 year from the date of completion of work and the bidder will be responsible for any defects which may arise during the warranty period. And also the bidder should give maintenance support within 24 hours of compliant.
4. Co-ordination with building authorities for carrying out the execution of the job is the sole responsibility of the contractor. Only documentary support shall be provided by ONGC-VL
5. Any item of work/services/equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work.
6. Any sundry civil works which are required to be done as a part of the installation / restoration shall be the responsibility of the vendor.

Minimum Technical Specifications

1. Type : 2.0 Ton Split Air Conditioner
2. Compressor type : Rotary (High Capacity, should be able to withstand high temperatures upto 50° C)
3. Rated power supply : 230V AC, 50 Hz
4. Control type : Cordless LCD remote with backlit.
5. Auto humidity control: Yes
6. Timers : On/Off etc.
7. Air flow : 450 CFM (minimum)
8. Fan Speed : Auto / Manual 3 stages (minimum)
9. Noise level : Should not be more than 50 db
10. Mounting : Wall mounted.
11. Star Rating : Minimum 4 star.
12. Make : Carrier / Hitachi / Daikin.

PRICE BID FORMAT

Sl. No.	Description	Qty.	Unit rate (Rs.)	Amount (Rs.)
1.	Supply of Split-type AC.	22 nos.		
2.	Laying and fixing of Standard Installation Charges for 2.0 Ton Split A.C's inclusive of 5 mtrs of copper piping for Indoor/Outdoor units.	22 nos.		
3.	Supply and fixing of Angle Iron Stand for Outdoor Units Floor Mounted Type / Wall mounted bracket type with fasteners.	22 nos.		
4.	Supply, laying and fixing of Standard refrigerant piping (Extra Copper pipe) with insulation for each unit wherever required (other than 5 mtrs. supplied with standard installation)	100 mtrs.		
5.	Supply, Laying and fixing of Drain Piping PVC Type with Insulation.	100 mtrs.		
6.	Supply and fixing of Electrical wiring necessary from the outdoor to indoor unit.	100 mtrs.		
7.	Removal of existing Air conditioners including all associated fixtures	22 nos.		
8.	Taxes (indicate the tax rate)			
	Total (Rs.)			
9.	Buy back price of the existing Air conditioners	22 nos.		

Notes:

- 1) The quantities mentioned at Sr. No: 4, 5 & 6 are indicative figures. This will be used for evaluation purpose. Payment shall be made on actual measurement.
- 2) The bidder should quote for the Buyback option of the existing air conditioners. However ONGC Videsh shall exercise the possibilities of 'Buyback option' as per the decision taken by ONGC Videsh at later stage.

Signature of the contractor with seal

ANNEXURE – IV
BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

(Supersedes the information and instructions to Bidder, wherever applicable)

Name of Work: Replacement of Air-conditioners at ONGC Videsh Ltd. offices

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

1. Bidders are advised not to take any exceptions / deviations to the bid document. If exceptions / deviations are maintained in the bid, such conditional / non-conforming bids shall not be considered and may be rejected outright.

B. REJECTION CRITERIA

B. 1. TECHNICAL REJECTION CRITERIA

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

1. Bid should be complete covering the entire scope of work / supply and should conform to the Scope of Work at Annexure – III. Incomplete and non-conforming bids will be rejected outright.
2. **Eligibility and experience of the bidder:** The bidders should meet the following eligibility and experience criteria:
 - 2.1 The bidder should have experience of executing similar works like supply / AC installation / AC maintenance etc, during past 7 years as mentioned below:
 - I. Two similar completed works/Supply each costing not less than Rs. 4,20,000/-
or
 - II. One similar completed work/supply costing not less than Rs. 6,72,000/-
 - 2.2 The bidder shall submit documentary evidence like work order/work completion certificate etc. in support of the experience as per clause 2.1 above.
 - 2.3 The bidder should be authorized dealer/distributor/reseller. Documentary evidence to this effect should be attached along with the Bid

B.2 COMMERCIAL REJECTION CRITERIA

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

- 2.1 Bid should be submitted in single bid system.
- 2.2 **Acceptance of terms & conditions:**

The bidder must confirm unconditional acceptance of General Conditions of Contract, Special Conditions of Contract, Additional Special Conditions of Contract and Instruction to Bidders shown at Technical Bid.
- 2.3 Offers of following kinds will be rejected:
 - (a) Offers made without Bid Security / Bid Bond / Bank Guarantee along-with the offer
 - (b) Telex / Telegraphic / Fax / E-Mail / Xerox / Photo copy offers.

- (c) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
- (d) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
- (e) Offers which do not conform to ONGC VIDESH LTD's price bid format.
- (f) Offers which do not conform to the contract period indicated in the bid.

2.4 Bidders shall bear, within the quoted rates, all the Taxes, including 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, Services Tax and statutory payments (whether State Govt. or Central Govt.) as applicable arising out of this contract and nothing extra shall be payable on this account by ONGC VIDESH LTD.

C. PRICE EVALUATION CRITERIA:

Price bids of the technically qualified bidders shall be evaluated for the complete scope of works. Based on the quoted rate of the bidders, the L1 bidder and the ranking of other bidders will be decided. Conditional price bids will be summarily rejected.

D GENERAL:

1. The BEC overrides all other similar clauses operating anywhere in the bid document.
2. The bidder / contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC VIDESH LTD and that the contractor may suffer summary termination of contract / disqualification in case of violation.