



TENDER DOCUMENT

For

**Hiring of CNG Driven Taxi Services
On
Regular monthly basis**

For

ONGC Videsh Limited (OVL), Delhi

Tender No. OVL/DLH/MM/TAXI SERVICES-REGULAR/612/2011-12

**ONGC VIDESH LIMITED
COMMERCIAL DEPARTMENT
5TH FLOOR, KAILASH BUILDING
26 KASTURBA GANDHI MARG
DELHI -110001**



ONGC VIDESH LTD

Office of the Head Commercial
5th floor KAILASH,
26 K.G Marg,
New Delhi -110001

Phone No: 011-41291152
Fax No: 011-23730369

NOTICE INVITING TENDER (NIT)

- 1.0 ONGC Videsh Ltd. invites sealed tenders in duplicate under TWO BID systems as per the prescribed bid document of ONGC Videsh Limited. Details of tender are as below:

1	Tender No.	OVL/DLH/MM/TAXI SERVICES-REGULAR/612/2011-12
2	Description	Hiring of CNG driven Taxi services on Regular monthly basis for ONGC Videsh Limited, Delhi.
3	Tender Fee (In Rupees)	Rs 1000/- (in the form of DD/IPO in favour of OVL, New Delhi)
4	Sale of Tender Document	From 02.01.2012 to 20.01.2012
5	EMD /Bid security	Rs 5.28 lakhs
	i.Tender Closing date/time	23.01.2012 / 14:00 hrs
	ii.Tender Opening Date/time (Techno-commercial Bid i.e un-priced bid)	23.01.2012 / 15:00 hrs
7	Bid Validity	90 days from the date of opening of Techno-commercial Bid i.e un-priced Bid.
8	Security Deposit / Performance Bank Guarantee	7.5% of annual contract value.

2.0 MAJOR QUALIFICATION CRITERIA

2.1 Ownership Criteria:

The bidder should be owner of minimum number of light vehicles (LVs) CNG Driven, model not older than October, 2009:

Bidder may like to submit their bid as per the stipulated below:	Minimum number of Light Vehicles (LVs).	
	Small segment CNG driven.	Medium segment as per Scope of work, ANNEXURE-III CNG driven
Regular monthly basis	2 Nos	2 Nos

The bidder shall furnish a list of Light Vehicles owned by them as per Format at Appendix-14 to Annexure-I of the tender document giving particulars regarding registration No., year of manufacture, model, and details of transfer of ownership, supported by copies of valid R.C. book showing the type of fuel in which the vehicle is driven and other documents duly attested by Notary Public and latest certificate (not older than six month from the last date of submission of bid) showing ownership of the vehicles issued by the concerned RTO. For firms registered as Proprietary firms / Partnership firms, ownership of vehicles in the name of firm / partner / proprietor shall be accepted.

The above ownership condition is only for participation in the tender. However, after award of work the successful bidder has to deploy vehicles as per specifications/ scope of work/required quantum of vehicles within the stipulated mobilization period as detailed in respective clauses.

2.2 Eligibility and experience of the bidder:

The bidder must have a minimum 3 years in line operational experience in providing light vehicles to any state government/ central government/ Public Sector Undertaking/ Public limited company/ Multi-national Company during the period of last 5 years from the last date of submission of bid as specified in the tender or any extensions thereof. Any of the following documents has to be submitted in support of the above experience; however, the information on description, contract No. and period of contract must be available in the documents.

- (a) Contract copy
- (b) Copy of confirmatory work order
- (c) Copy of valid experience certificate given by the organization where worked.
- (d) Copy of valid work completion certificate given by the organization where worked

Details of experience and past performance of the bidder on works/ jobs done of providing tourist taxis on hire in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted as per Appendix-4 to Annexure-I along with the techno-commercial bid, in support of the experience laid down at para above.

Offers of those bidders who themselves do not meet the experience criteria as stipulated in the BEC can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria as stipulated in the BEC. In that case, as the subsidiary company is dependent upon the experience of the parent company, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement (as per Appendix-5 to Annexure-I) between the parent and the subsidiary company, and Corporate Guarantee (as per Appendix-6 to Annexure-I) from the parent company to ONGC Videsh Limited (OVL) for fulfilling the obligation under the Agreement

The Bidder should submit documents in support of the experience of the Parent Company laid down at para above.

3.0

i. Along with application for issue of tender document, bidders must submit: a) an undertaking that they fulfill the major qualification criteria of the tender and that they will submit documents in support of the same along with their bid , b) requisite tender fee. Tender documents will be issued only to those bidders who submit the above.

ii. Bidder should note that they will be paid per kilometer charges on the basis of the Vehicle being CNG driven within Delhi and NCR. However, if the vehicle is detailed beyond Delhi/NCR, Petrol/ diesel charges as the case may be per Kilometer will be paid as per the certification by the user of the vehicle.

4.0 Non-transferable bidding document can be purchased from the office of ONGC Videsh Limited (OVL) (address given on top) during normal business hours on any working day starting from 02.01.2012 to 20.01.2012 against payment of tender fee in the form of IPO/Demand draft/Banker's Cheque/Cashier's Cheque drawn on any Nationalized /Scheduled bank valid for 180 days from the date of issue in favour of ONGC Videsh Limited payable at par at Delhi. Government Departments are exempted from payment of tender fee.

5.0 Bidders may also download the Tender Document within the period specified for sale of tender document and use the same for participating in the tender. But the bidders downloading the tender document from the website should ensure to submit the tender fee along with the application containing the undertaking as mentioned in Para 3.0 above so as to reach our office before the deadline specified for the tender sale.

6.0 ONGC VIDESH LIMITED expects the bidders to comply with the tender specifications/conditions in totality as there is NO PRE-BID conference.

7.0 In case of an unscheduled holiday being declared in Delhi on the specified closing / opening day of the tender, the next working day will be treated as the scheduled day of closing / opening of the tender.

8.0 ONGC VIDESH LIMITED reserves its right to accept/reject any/all the bids and cancel the tender at its sole discretion.

9.0 Those bidders intend to send their offers by post may send the same under registered cover/courier so as to reach our office well before tender closing time and date. However, ONGC VIDESH LIMITED accepts no responsibility for offers received after the tender closing time and date.

10.0 Details of the tender notice and the tender document are available on ONGC Videsh Limited (OVL) website: www.ongcvidesh.com



ONGC VIDESH LIMITED, NEW DELHI.

Office of the Head Commercial
5th Floor KAILASH Building
26 K.G Marg,
New Delhi-110001.

Phone No 011-41291152
Fax No: 011-23730369

Tender No **OVL/DLH/MM/TAXI SERVICES-REGULAR/612/2011-12**

FORWARDING /COVERING LETTER

To,
M/s

Sub: Issuance of Tender Document against Tender no. OVL/DLH/MM/TAXI SERVICES-REGULAR/612/2011-12 for Hiring of CNG driven Taxi services Regular monthly basis for ONGC Videsh Limited (OVL) Delhi.

Ref: Your letter No. _____ Dated _____

Dear Sirs,

With reference to your above letter, a complete set of Bid document is hereby issued against receipt of tender fee as detailed below.

Please acknowledge receipt of the above Bid document as per acknowledgement form enclosed at Appendix-1 to Annexure-I.

Sincerely Yours,

Tender Issuing Authority

Tender Fee Details:

Amount: Rs 1000/- (Rupees one thousand only)

Mode of Tender fee & date:

Valid up to:

In favor of:

Name of P.O./Bank:



INVITATION FOR BIDS

Office of the Head Commercial Phone No: 011-41291306/41291510
5th Floor KAILASH, Fax No: 011-23730369
26 K.G Marg,
New Delhi -110001

To,

Dear Sirs,

ONGC Videsh Ltd. invites sealed tenders in duplicate under TWO BID systems as per the prescribed bid document of ONGC Videsh Limited. Details of tender are as below:

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	ii. Tender Opening Date/time (Techno-commercial Bid i.e un-priced bid)	23.01.2012 / 15:00 hrs
7	Bid Validity	90 days from the date of opening of Techno-commercial Bid i.e un-priced Bid.
8	Security Deposit / Performance Bank Guarantee	7.5% of annual contract value.

The tender will be governed by "Instruction to bidders" as per Annexure - I, Model contract and general contract conditions as per Annexure - II, Scope of work, Technical Specifications and Special conditions and price bid format of Contract as per Annexure – III. Bid Evaluation Criteria as per Annexure – IV shall be the basis for evaluation of the offer.

Two-bid system shall be followed for this tender. Bidder should take due care to submit their bid in accordance with the requirement in sealed envelopes.

Sincerely Yours,

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ANNEXURE – I

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

ONGC Videsh Limited (ONGC VIDESH LIMITED) is a fully owned subsidiary of India's premier upstream hydrocarbon company Oil & Natural Gas Corporation Limited (ONGC). The mission of ONGC VIDESH LIMITED is to explore the globe for energy with the objective to make India self-sufficient in hydrocarbons through equity oil overseas. Accordingly, ONGC VIDESH LIMITED is engaged in acquiring exploration and production acreages abroad to augment country's hydrocarbon acreages. The Corporate Office of ONGC VIDESH LIMITED is in Delhi and hence there is requirement of providing taxi services for the officers based in Delhi as well as foreign delegates and visiting officers. In order to meet this service requirement, ONGC VIDESH LIMITED desires to engage experienced and specialized agencies to provide the taxi services for Delhi Office.

The detailed scope of the service has been specified at Annexure III of this tender document.

The bidder shall acquaint himself with the scope of services before submitting the quotation. The bidder shall study carefully the required specifications of the vehicles, and other services required to be rendered and conditions of the tender document, to fully appreciate the scope of services and the contract terms and conditions before quoting his rates.

2.0 TENDER FEE

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

2.2 Refund of tender fee

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

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 COST OF BIDDING

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

B. THE BIDDING DOCUMENT

5.0 CONTENT OF BIDDING DOCUMENTS

5.1 The services required, bidding procedures and contract terms are described in the bidding document.

5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not

conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

6.0 PRE-BID CONFERENCE/AMENDMENT TO BIDDING DOCUMENTS

- 6.1 a) Pre-bid conferences will be held as specified in the NIT and bid document. In order to avoid clarification/ confirmation after opening of bids, a system of holding pre-bid conference has been introduced so that queries of the bidders, if any, are taken into account and a mutually acceptable level of understanding is reached between ONGC VIDESH LIMITED and the participating bidders with regard to various tender provisions before the bids are submitted. Hence, prospective bidders are advised to carefully examine the various tender provisions before attending the pre-bid conference and the doubts, if any, to the tender conditions/ tender specifications should be raised during the pre-bid conference. The bidders are requested to send the changes and modification sought by them as per Appendix-7 to Annexure-I well in advance not later than one day prior to pre-bid conference date.
- b) Bidders are required to depute authorized senior executive of status equivalent to the authority chairing the conference to attend the pre-bid conference to be held on the date notified in the Notice Inviting Tender. Specifications & other tender conditions will be frozen after pre-bid conference. No change in specifications and tender conditions will be permissible after bid opening.
- 6.2 At any time prior to the deadline for submission of bids, the ONGC VIDESH LIMITED may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s).
- 6.3 All prospective Bidders who have received the bidding documents will be notified of the amendments in writing.
- 6.4 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, the ONGC VIDESH LIMITED may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

7.0 LANGUAGE AND SIGNING OF BID

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the ONGC VIDESH LIMITED 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 pro forma at appendices Annexure-I to Annexure-V and signed bid 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 pro forma 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 Matrix for Techno-Commercial Evaluation at Appendix 8 to Annexure-I 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 LIMITED. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure / 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 fax addresses.
- 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 Company the same shall be sealed with the Company 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 LIMITED may reject outright any bid not supported by adequate proof of the signatory's authority.
- 7.11 The Bidder shall have to accept all the terms and conditions (Annexure-I, II & III), as laid down in the bidding document in toto. In case of any deviations from any Tender Conditions, the same must be reflected in Appendix-7 invariably. However, taking exception to certain conditions of Bid Evaluation Criteria will lead to rejection of the tender despite their being reflected in Appendix-7 to Annexure-I.
- 7.12 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 7.13 The complete bid including the prices must be written by the bidders in indelible ink. Bids and /or prices written in pencil will be rejected.
- 7.14 **Submission of Bid Matrix**
Commercial and Technical Evaluation Matrix enclosed along with the tender document as Appendix-8 to Annexure-I is to be replied in confirmed/not confirmed/ complied / not complied and filled in with the reference page No. of the un-priced bid by the bidders. Further bidders are also to submit undertaking as per Appendix-13 to Annexure-I. Bidder must submit the duly filled bid matrix and undertakings along with techno-commercial bid, failing which their bids are liable to be rejected.
- 8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS
- 8.1 ONGC VIDESH LIMITED has to finalize its contract within a limited time schedule. Therefore, ONGC VIDESH LIMITED 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 ONGC VIDESH LIMITED's terms, conditions and bid evaluation criteria of the tender. Bids not complying with ONGC VIDESH LIMITED's requirement will be rejected without seeking any clarification. However, ONGC VIDESH LIMITED at its discretion may ask the Bidders to confirm compliance/provide deficient documents within the specified time before opening of the Price Bid.

9.0 DOCUMENTS COMPRISING THE BID

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

- a) Rate scheduled as per the Format at Appendix 1 of Annexure-III.
- b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the ONGC VIDESH LIMITED's satisfaction:
 - i) that the Bidder meets all the criteria prescribed in the Bid Evaluation Criteria at Annexure-IV.
- c) Documentary evidence that the services to be rendered by the Bidder conform to the requirements of bidding documents.
- d) Bid security.
- e) Certificate on Relatives of Directors of ONGC VIDESH LIMITED:

The bidders are required to certify in prescribed format (Appendix-10 to Annexure-I) whether he/they is/are related to any of the Directors of ONGC VIDESH LIMITED (in terms of Section 297/299 of the Companies Act, 1956 as amended time to time) in any of the ways mentioned in the certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the bid. This certificate must accompany the bid.

f) Integrity Pact:

Bidders are required to enter into 'Integrity Pact'. Along with the Tender Document, ONGC VIDESH LIMITED provides the Integrity Pact duly signed by an authorised Officer of ONGC VIDESH LIMITED, as Annexure-V. The bidder shall sign the Integrity Pact on all the pages and submit along with technical bid. The bidder who signs the Integrity Pact should be the same person who is duly authorized to sign the bid as per clause No 7.10 above.

The bidder's failure to return the integrity pact along with the bid, duly signed, shall lead to outright rejection of such bid.

10.0 PRICE SCHEDULE/FORMAT

10.1 The Bidder shall complete the Price Format furnished in the bidding document at Appendix 1 to Annexure -III.

10.2 Bid Prices / Bid Currencies

10.2.1 The bidders shall indicate on the Price Format at Appendix-1 to Annexure-III, the prices (rates) in Indian Rupees (INR) Only. Prices quoted in any other currency shall not be considered.

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 (except for variation in fuel rate)

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 LIMITED shall avail such discount at the time of award of contract.

11.0 INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate and personal tax and that of the personnel deployed by him.

12.0 PAYMENT MODE

12.1 The bidders desirous of availing Electronic Fund Transfer facility (in case he is awarded the order/contract) need to have an account in SBI, New Delhi.

The contractor shall provide details of Bank account in line with RBI guidelines. These details would include account type, bank account number, etc.

12.2 The suppliers/vendors have to bear fund transfer as well as bankers' cheque charges. ONGC VIDESH LIMITED will not take any responsibility for delay in transmission of funds by SBI due to whatsoever reasons.

12.3 The bidder, in his bid, must indicate the correct particulars, viz. Bank Name, Account number, IFC Code, SWIFT Code etc., to enable the SBI to put through the correct transaction.

13.0 VAGUE AND INDEFINITE EXPRESSIONS

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

14.0 PERIOD OF VALIDITY OF BIDS

14.1 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.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the ONGC VIDESH LIMITED 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.

15.0 BID SECURITY

15.1 The Bid Security is required to protect the ONGC VIDESH LIMITED against the risk of Bidder's conduct, which would warrant the bid security's forfeiture in pursuance to clause 15.7.

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

15.3 The Bidders not covered under Para 15.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security as indicated in the "Invitation for Bid".

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

i) Bank Draft in favour of "ONGC Videsh Limited", payable at New Delhi and valid for 180 days from its date of issue.

- ii) Bank Guarantee in the prescribed format as per Appendix 11 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee will have to be given from the Nationalised / Scheduled banks, on non-judicial stamp paper as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper should be in the name of the issuing bank.
- 15.5 ONGC VIDESH LIMITED shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 15.6 Subject to provisions in para 15.2 above, offers without Bid Security will be ignored.
- 15.7 The Bid Security shall be forfeited by ONGC VIDESH LIMITED in the following events:
 - a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
 - b) If Bid is varied or modified in a manner not acceptable to ONGC VIDESH LIMITED during the validity period or any extension of the validity duly agreed by the Bidder.
 - c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
 - d) On the occurrence of any other event as stipulated in the bid document
- 15.8 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

16.0 OFFERS WITH FAX BID BONDS:

- 16.1 Normally offers received along with Fax Bid Bond shall not be considered. However, ONGC VIDESH LIMITED reserves the right to consider the offer, provided it is followed by confirmatory original Bid Bond executed in prescribed pro forma and legally operative on or before the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid System) and received by tender inviting authority within 15 days of opening date of bids (techno-commercial bid opening date in case of Two Bid System),
- 16.2 If Bidder fails to submit original Bid Bond with the same content as in Fax Bid Bond and in accordance with bidding document, irrespective of their status/ranking in tender, the bid will be rejected and ONGC VIDESH LIMITED may consider to debar the Bidder from participating against its future tenders.
- 17.0 **TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS:**
Telex/Telegraphic/Telefax/Xerox/E-mail/Photocopy bids will not be considered.

D. SUBMISSION AND OPENING OF BIDS

18.0 SEALING AND MARKING OF BIDS

- 18.1 Bids in duplicate, i.e., two Techno-Commercial bid and two priced bids, are to be submitted in "Two Bid System". Offers are to be submitted in double sealed covers.
 - a) The sealed first inner cover will contain two sets of identical copies, one of which should be original, of Techno-Commercial bids having all details but with price column blanked out, and other one duplicate. The "Techno-Commercial bid" should contain entire bid documents except the prices. However a tick mark (√) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. This cover will clearly

be superscripted with "Techno-Commercial bid" along with tender number, date of closing/opening and item/service description prominently underlined.

- b) The sealed second inner cover will contain two identical copies, one of which should be original, of only the price schedule duly filled in and signed and other copy will be duplicate and this cover will be clearly super scribed with "Price Bid" along with tender number.
- c) These two covers shall be put into third outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of ONGC VIDESH LIMITED's Office as indicated in Invitation for Bids.

All the covers shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

- 18.2 The right to ignore any offer, which fails to comply with the above instructions, is reserved. Only one bid should be included in one outer cover.
- 18.3 Price bids, which remain unopened with ONGC VIDESH LIMITED, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).
- 18.4 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.
- 18.5 ONGC VIDESH LIMITED will not be responsible for the loss of tender form or for the delay in postal transit.

19.0 DEADLINE FOR SUBMISSION OF BIDS

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

20.0 LATE BIDS

- 20.1 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.
- 20.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

22.0 OPENING OF BIDS

- 22.1 The bid will be opened at 1500 Hr (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Appendix-12 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.

- 22.2 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

23.0 EVALUATION AND COMPARISON OF BIDS

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

24.0 UNSOLICITED POST TENDER MODIFICATIONS:

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

25.0 EXAMINATION OF BID

- 25.1 The ONGC VIDESH LIMITED 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.
- 25.2 The ONGC VIDESH LIMITED 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.

26.0 SPECIFICATIONS:

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

27.0 PURCHASE PREFERENCE:

ONGC VIDESH LIMITED reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

28.0 CONTACTING ONGC VIDESH LIMITED

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

F. AWARD OF CONTRACT

29.0 AWARD CRITERIA.

ONGC VIDESH LIMITED 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.

30.0 ONGC VIDESH LIMITED RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

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

31.0 NOTIFICATION OF AWARD (NOA)

- 31.1 Prior to the expiration of the period of bid validity, the ONGC VIDESH LIMITED will notify the successful bidder in writing that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the contract.
- 31.3 Upon the successful bidder's furnishing performance security, pursuant to clause 34, ONGC VIDESH LIMITED will promptly notify each unsuccessful bidder and discharge their bid securities.

32.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilize vehicles for commencement of services at the specified location within 10 days from the date of LOI/NOA.

33.0 SIGNING OF CONTRACT

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

34.0 PERFORMANCE SECURITY

- 34.1 Within 15 (fifteen) days of the receipt of notification of award (NOA) from the ONGC VIDESH LIMITED, the successful Bidder shall furnish the Performance Security @7.5% of annualized contract value, in the Performance Security Form provided at Appendix 1 of Annexure-II of the bidding documents or by way of Demand Draft.
- 34.2 Failure of the successful Bidder to comply with the requirement of clause 15.7(c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the ONGC VIDESH LIMITED may make the award to the next lowest evaluated bidder or call for new bids.
- 34.3 The Performance Guarantee will be returned within 60 days of completion of contract in all respect.

35.0 CORRESPONDENCE.

- 35.1 ONGC VIDESH LIMITED's address and Fax No. is given in the N.I.T.

- 35.2 All correspondence from Bidders/ bidder shall be made to the office of the Head Commercial, ONGC VIDESH LIMITED, 5th Floor Kailash, 26 K.G Marg, New Delhi-100001.
- 35.3 All correspondence shall bear reference to bid/tender number.

36.0 REPRESENTATION FROM THE BIDDER:

The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Purchase Authority (CPA), i.e. to the Executive Director, ONGC VIDESH LIMITED, 6th Floor, Kailash, 26 K.G Marg, New Delhi-100001.

Pro forma for Bidding Document Acknowledgement

Dated: _____

To

The Head Commercial
ONGC Videsh Ltd
5th Floor Kailash,
26 K.G Marg,
New Delhi-110 001

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Five Annexures (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing Tourist Taxi Services against Tender No -----

We have noted that the closing date for receipt of the tender by ONGC VIDESH LIMITED is _____ at 1400 hr (IST) and opening at 1500 hr (IST) on the same day.

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

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

Yours faithfully,
(Bidder)

Fax No:

Telephone No:

Personal attention of (If required) :

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

Pro forma for Bid Submission

Tender No: -----

Telephone No.

Fax No:

To

The Head Commercial

ONGC Videsh Ltd

5th Floor Kailash,

26 K.G Marg, New Delhi-110 001

Dear Sirs,

1. I/We hereby offer to provide the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.
2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure IV and accepted the "General Terms and Conditions" at Annexure II for providing services and have thoroughly examined and complied with the specifications, Special Conditions of Contract stipulated at Annexure III hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements of ONGC VIDESH LIMITED.
3. The following pages have been added to and form part of this tender:-
4. Agreement at Appendix 3 on purchase of Bidding documents and Submission of Tender has been duly signed and returned herewith.

Yours faithfully,

(Bidder)

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

Pro forma for Bid Submission Agreement

No.

Dated:

To

The Head Commercial
ONGC Videsh Ltd
5th Floor Kailash,
26 K.G Marg, New Delhi-110 001

Sub: PURCHASE OF BIDDING DOCUMENTS

Ref: TENDER No. OVL/DLH/MM/TAXI SERVICES-REGULAR/612/2011-12

ONGC VIDESH LIMITED and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for a period of _____ (state the number of days from the last date for the receipt of tenders stated in the NIT) days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract, which will come into existence when bid is finally accepted by ONGC VIDESH LIMITED.

The consideration for this separate initial contract preceding the main contract is that ONGC VIDESH LIMITED is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for _____ (so many) days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with ONGC VIDESH LIMITED. ONGC VIDESH LIMITED promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

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

Note: One copy of this agreement duly signed must be returned along with offer.

Yours faithfully
(BIDDER)

Yours faithfully
(ONGC VIDESH LIMITED)

Format for Agreement between Bidder and Their Parent Company
(To be made on stamp paper of requisite value and notarised)

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

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

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

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

For and on behalf of
(Bidder)

For and on behalf of
(Parent Company)

Proforma for Parent Company Guarantee
Deed of Guarantee

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

WHEREAS

M/s ONGC Videsh Limited, a company duly registered under the Companies Act 1956, having its Registered Office at 6th floor Kailash, 26 K.G Marg, New Delhi, India hereinafter called "ONGC VIDESH LIMITED" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number _____ for _____ on _____,

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

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

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

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

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

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

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and ONGC VIDESH LIMITED

4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Company and ONGC VIDESH LIMITED, i.e. up to _____ and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Company's non-performance as per point 1 hereinabove, exceed that of the Company under the mutually agreed contract awarded to the Company. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Delhi, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has full understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Parent Company)

M/s _____

Witness:

- 1.
- 2.

NOT APPLICABLE FOR THIS TENDER

Appendix-7 to Annexure-I

FORMAT FOR CHANGES/ MODIFICATIONS SOUGHT
BY BIDDERS TO THE BIDDING CONDITIONS
(FOR DISCUSSION IN PREBID CONFERENCE)

ONGC VIDESH LIMITED 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 pro forma well in advance not later than one day prior to the pre-bid conference 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 in their offer shall be rejected straightaway

Bid Matrix

Contract for Hiring of Taxies for ONGC VIDESH LIMITED NEW DELHI.

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

1. Please sign each page.
2. **The matrix duly filled in must be returned along with the offer (Un-priced bid)**

Ref Cl of BEC	Criteria	Bidder's response	
		Confirmed/ Not-confirmed Complied/Not-complied	Reference to attachments and page No. of offer/bid
B.1	TECHNICAL REJECTION CRITERIA		
1.0	Bid should be complete and covering the entire scope of work and should conform to the technical specifications and special conditions of the contract, etc indicated in Annexure-III of the bid documents, duly supported with documents wherever required.		
2.0	Ownership Criteria:		
2.1	The bidder should be owner of minimum number of light vehicles (LVs) CNG driven, model older than October, 2009, as indicated at clause 2.1 of BEC.		
2.2	The bidder shall furnish a list of Light Vehicles owned by them as per Format at Appendix-14 to Annexure-I of the tender document giving particulars regarding registration No., year of manufacture, model, and details of transfer of ownership, supported by copies of valid R.C. book and other documents duly attested by Notary Public and latest certificate (not older than six month from the last date of submission of bid) showing ownership of the vehicles issued by the concerned RTO.		
2.3	The above ownership condition is only for participation in the tender. However, after award of work the successful bidder has to deploy vehicles as per specifications/ scope of work/required quantum of vehicles within the stipulated mobilization period as detailed in respective clauses.		
3.0	Eligibility and experience of the bidder:		
3.1	The bidder must have a minimum 3 years in line operational experience in providing light vehicles to any state government/ central government/ Public Sector Undertaking/ Public limited company/ Multi-national Company during the period of last 5 years from the last date of submission of bid as specified in the tender or any extensions thereof. Any of the		

Ref Cl of BEC	Criteria	Bidder's response	
		Confirmed/ Not-confirmed Complied/Not-complied	Reference to attachments and page No. of offer/bid
	<p>following documents has to be submitted in support of the above experience; however, the information on description, contract No. and period of contract must be available in the documents.</p> <p>(e) Contract copy (f) Copy of confirmatory work order (g) Copy of valid experience certificate given by the organization where worked. (h) Copy of valid work completion certificate given by the organization where worked</p>		
3.2	<p>Details of experience and past performance of the bidder on works/ jobs done of providing tourist taxis on hire in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted as per Appendix-4 to Annexure-I along with the techno-commercial bid, in support of the experience laid down at para 3.1 above.</p>		
3.3	<p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in the BEC can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria as stipulated in the BEC. In that case, as the subsidiary company is dependent upon the experience of the parent company, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement (as per Appendix-5 to Annexure-I) between the parent and the subsidiary company, and Corporate Guarantee (as per Appendix-6 to Annexure-I) from the parent company to ONGC VIDESH LIMITED for fulfilling the obligation under the Agreement</p> <p>The Bidder should submit documents in support of the experience of the Parent Company laid down at para 3.1 above.</p>		
4.0	Vehicles to be deployed under the contract		
4.1	<p>The required tourist taxi should be OEM factory built BS-III compliant. The vehicle must be registered as tourist taxi in Delhi</p> <p>Month/Year of manufacture of the vehicles to be deployed should not be earlier than October, 2009.</p> <p>The bidder has to give this undertaking as per Appendix -13 to Annexure-I of the tender document</p>		
4.2	<p>Whether bidder has quoted for the vehicles required as indicated at cl 4.2 of BEC.</p>		

Ref Cl of BEC	Criteria	Bidder's response	
		Confirmed/ Not-confirmed Complied/Not-complied	Reference to attachments and page No. of offer/bid
4.3	The bidder has to submit an undertaking confirming that in the event of award of contract to them, they would provide the vehicles as per the requirements indicated in the bid document, within 10 days mobilization period from the date of issue of LOI/NOA. They have to further submit undertaking that they would provide vehicles on hire as per actual requirement of ONGC VIDESH LIMITED on all the days during the currency of the contract (as per Appendix-13 to Annexure-I of the tender document).		
5.0	The bidder should either submit valid EPF Code No. (along with supporting documentary evidence thereof attested by notary public) or submit an undertaking to produce the same, if applicable, subsequent to award of contract within 30 days of issue of LOI/NOA and before the signing of the contract, failing which bidder's EMD/ SD will be forfeited and contract will be cancelled.		
6.0	The bidder must have an office at Delhi along with fixed landline telephone No., tele-fax, e-mail or submit an undertaking (as per Appendix-13 to Annexure-I of the tender document) that he/they shall establish an office with the above facilities at Delhi within 30 days from the date of LOI/NOA. The bidder shall submit copy of recent telephone bill duly attested by Notary Public for proof of office and telephone connection.		
7.0	The bidder shall clearly certify /declare that he was never blacklisted by any of the Central /State Government/ Public Sector Undertaking. For this purpose an undertaking is to be given by the bidder (as per Appendix 13 at Annexure-I of the tender document).		
8.0	The bidder shall be required to produce all the documents in original, if asked by ONGC VIDESH LIMITED, prior to placement of NOA. These are to be submitted within the time allowed by ONGC VIDESH LIMITED. Any failure and/or delay to produce the original documents as asked by ONGC VIDESH LIMITED will make the bid liable for rejection with or without forfeiture of EMD. The bidder has to submit an undertaking confirming that he/ they shall produce all the original documents whenever required by ONGC VIDESH LIMITED (as per Appendix-13 to Annexure-I of the tender document) along with the techno-commercial bid.		
9.0	The bidder should be registered with service tax department as cab operator and the attested copy of the same is to be attached along with the techno-commercial bid. In case bidder is not registered as		

Ref Cl of BEC	Criteria	Bidder's response	
		Confirmed/ Not-confirmed Complied/Not-complied	Reference to attachments and page No. of offer/bid
	cab operator at the time of submitting the tender, then the bidder must furnish an undertaking(as per Appendix-13 to Annexure-I of the tender document) along with the technical bid that he will get registered as Cab Operator within 30 days from the date of LOI/NOA. Bids without copy of the above registration certificate or without undertaking as stated above shall not be considered.		
10.0	The bidder should submit an undertaking as per (Appendix-13 to Annexure-I of the tender document) along with the techno-commercial bid on a non-judicial stamp paper of Rs 20/- undertaking for authenticity of documents/ information provided.		
B.2	COMMERCIAL REJECTION CRITERIA		
1.0	Has the forwarding letter, in original, as a proof of issue of the tender document, duly signed by tender issuing officer, enclosed with the techno commercial offer		
2.0	Has the Bid been submitted in Two Bid system in two separate envelopes as per the instructions contained at para B2 2.0 of BEC		
3.0	Acceptance of terms & conditions The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I.		
5.0	Has EMD/bid security been submitted as per clause 5.0 of BEC		
6.0			
	<p>A. Confirm unconditional validity of the bid for 90 days from the date of opening of techno-commercial bid.</p> <p>B. Confirm prices are firm during the entire duration of the contract and/or with any qualifications. (However impact of variation of fuel price would be governed by the relevant escalation/de escalation provision given in the ONGC VIDESH LIMITED bid document)</p> <p>C. Confirm prices are quoted as per ONGC VIDESH LIMITED's price bid format and blank price format has been submitted with the techno commercial un priced bid</p> <p>D. Confirm mobilization period 10 days from issue of LOI/NOA</p> <p>E. Confirm contract period i.e 33 months from date of commencement of service.</p>		

Ref Cl of BEC	Criteria	Bidder's response	
		Confirmed/ Not-confirmed Complied/Not-complied	Reference to attachments and page No. of offer/bid
	F. Whether submitted Integrity Pact along with the offer		
7.0	The bidder shall clearly indicate their legal constitution e.g. Proprietor ship/ partner ship company/ Cooperative Society/ Trust etc. and submit the copy of certificate of incorporation/ registration in case of companies, duly registered partnership deed in case of partnership firm, registered deed in case of trusts and certificate from registrar of co-operative society in case of co-operative society.		
8.0	No Advance Payment shall be made to contractor		
9.0	The bidders are required to quote all inclusive prices strictly as per the price format after considering all the aspects. ONGC VIDESH LIMITED shall pay only the all-inclusive prices quoted in the price format and shall not assume any liabilities on account of any matter. (However impact of variation of fuel price would be governed by the relevant escalation/de escalation provision given in the ONGC VIDESH LIMITED bid document).		
10	The bidders will not indicate separate discount. Discount if any should be merged in the quoted rates. Discount of any type indicated separately will not be taken into account for evaluation purpose. In case, however, the bidder is evaluated as lowest bidder without considering discount referred herein, ONGC VIDESH LIMITED will award the contract considering the quoted discount and will avail the discount while actually paying for the rendered services		
C.	PRICE EVALUATION CRITERIA		
1.0	Agrees to price evaluation criteria/model given at BEC clause no C 1		

Signature of the Bidder

Format for Certificate on Relatives of Directors of ONGC VIDESH LIMITED

This has reference to our proposed contract for _____
_____ to be entered into with ONGC VIDESH LIMITED.

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:

- a) I am not a relative of any Director of ONGC VIDESH LIMITED;
- b) We are not a firm in which a Director of ONGC VIDESH LIMITED or his relative is a partner;
- c) I am not a partner in a firm in which a Director of ONGC VIDESH LIMITED or his relative is a partner;
- d) We are not a private company in which a Director of ONGC VIDESH LIMITED is a Member or Director;
- e) We are not a company in which Directors of ONGC VIDESH LIMITED hold more than 2% of the paid-up share capital of our company or vice-versa.

Authorised Signatory of
The Contracting Party

Place _____

Date _____

Pro forma for Bank Guarantee towards
BID SECURITY/BID BOND

Ref. No _____

Bank Guarantee No _____ Dated _____

To,

ONGC Videsh Ltd.

Dear Sirs,

1. Whereas ONGC Videsh Ltd. incorporated under the Companies Act, 1956, having its registered office at 6 th floor Kailash,26 K.G Marg, New Delhi – 110001 (India) (hereinafter called 'ONGC VIDESH LIMITED' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ (with address) having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No _____ and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC VIDESH LIMITED which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC VIDESH LIMITED, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC VIDESH LIMITED having to substantiate the demand. Any such demand made by ONGC VIDESH LIMITED shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.
5. This guarantee shall be irrevocable and shall remain in force up to _____ , which includes thirty days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the aforesaid date.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC VIDESH LIMITED under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC VIDESH LIMITED 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.

WITNESS NO. 2

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

Power of Attorney as per Power of Attorney No _____
 Dated _____

Note:

- (i) This Bank Guarantee /all further communications relating to the Bank Guarantee should be forwarded to In-charge MM, ONGC VIDESH LIMITED, 5 th floor Kailash,26 K.G Marg, New Delhi-110001
- (ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the offer.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY

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

3. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Commercial Banks only.

Format for Authorization Letter for Attending Pre-bid Conference/Tender Opening

No. Date _____

To,
The Head Commercial
ONGC Videsh Ltd
New Delhi

Subject: Tender No. _____ due on _____

Sir,

Mr _____ has been authorized to be present at the time of Pre-bid Conference/ opening of above tender held/due on _____ at _____ on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to:

Mr _____ for information and for production before ONGC VIDESH LIMITED, Delhi at the time of opening of bids

FORMAT FOR UNDERTAKING

- (1) I/ We _____ aged about _____ Occupation _____, having my / our Business principal Office at _____ as a Director/ Partner/ proprietor of M/s _____ a Registered Company/ Firm, do hereby solemnly undertake and declare on oath that I am/we are/our firm/company is doing Business of _____ under the name and style of M/s _____. The said Company/firm is registered under _____ Act and its Registration Number is _____ dated _____.
- (2) I/We hereby undertake that an office along with Fixed telephone No., tele-fax, and e-mail would be established at Delhi within 30 days from the date of LOI/NOA.
- (3) I/We hereby undertake that I/We will get registered as Cab Operator within 30 days from the date of LOI/NOA.
- (4) I/We hereby undertake that I/We have not been black-listed by any Central/State Government Department / Undertaking or by any reputed organization / company.
- (5) I/We hereby undertake to provide Delhi registered Tourist Taxi on Regular basis as required by ONGC VIDESH LIMITED (quantity, Specifications/ Type of vehicle) on hire on all the days during the currency of the contract
- (6) I/We hereby declare that all documents/ information furnished along with the bid are true in all respects. In the event of the same being found to be incorrect in any respect, it shall be deemed as misrepresentation of facts, entitling ONGC VIDESH LIMITED to terminate the contract at any stage, in addition to imposing applicable Liquidated Damages and forfeiture of my/our EMD/SD in addition to any other action as deemed fit. Details of Documents are attached.
- (7) I/We hereby undertake to produce all the original documents, whenever demanded by ONGC VIDESH LIMITED.
- (8) I/We hereby undertake to provide the vehicles as per the requirement indicated in the bid document within 30 days, from the date of issue of NOA (Notice of Award), failing which ONGC VIDESH LIMITED may take action as per clause No 1.0 (mobilization period) under special terms and conditions of Annexure-III
- (9) I/We have been authorized to sign /execute this undertaking on behalf of the Firm/Company.

(Signature of bidder)

Place:

Dated: Note: The bidder should submit this undertaking along with the techno-commercial bid on non-judicial stamp paper of Rs 20/- . The non-judicial stamp paper should be in the name of the Bidder.

FORMAT FOR CERTIFICATE OF OWNERSHIP

Details of vehicles OWNED BY THE BIDDER:

Sl No.	Registration No.	Make /Model	Year of Manufacture	Owners Name along with details of transfer of ownership, if any.

Note:

1. Bidders are to attach copies of Registration Certificate and Insurance, in support of ownership, duly attested by Notary Public
2. The Bidders are also to attach latest certificate (not older than six months from bid submission deadline date) showing ownership of the vehicles issued by the concerned RTO.

(Signature of
Bidder)
Name
Capacity
Address
Place :
Dated :

ANNEXURE - II

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this day of ...Two thousand and by and between ONGC VIDESH LIMITED, a Company registered under the Companies Act 1956, having its registered office at 6 th floor Kailash, 26 K.G Marg, New Delhi- 110 001, India (hereinafter referred to as "ONGC VIDESH LIMITED" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s(with address), a company registered under the companies Act with its Registered office at referred to as the "CONTRACTOR" (which expression shall include its legal representative, successors, administrators, executors and permitted assignees) on the other part.

Whereas ONGC VIDESH LIMITED is desirous of Hiring Tourist Taxi Services for carrying out ONGC VIDESH LIMITED'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 providing Tourist Taxi Services as referred to hereinabove and has submitted a bid for providing the required services against ONGC VIDESH LIMITED's Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the ONGC VIDESH LIMITED from time to time.

And Whereas ONGC VIDESH LIMITED'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:

1.0 DEFINITIONS:

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 LIMITED and the CONTRACTOR (the successful bidder) including annexure/appendices and subsequent amendments to the CONTRACT in writing thereto.

1.2 ONGC VIDESH LIMITED:

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

1.3 ONGC VIDESH LIMITED REPRESENTATIVE

Shall mean the person or the persons appointed by ONGC VIDESH LIMITED from time to time to act on its behalf for overall co-ordination, supervision and management of the contract.

1.4 CONTRACTOR:

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

1.5 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 LIMITED on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.6 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 LIMITED.

1.7 CONTRACTOR'S REPRESENTATIVE

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

1.8 CONTRACT PRICE

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

1.9 WORKS / OPERATIONS:

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

1.10 SPECIFICATIONS:

Shall mean and include detailed description of vehicles, technical specification, performance characteristics, and standards as applicable and as specified in the CONTRACT.

1.11 INSPECTORS:

Shall mean any person or outside Agency nominated by ONGC VIDESH LIMITED to inspect vehicles/services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT.

1.12 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 LIMITED or their representative in CONTRACT to ascertain quality, performance and efficiency of the vehicle or services thereof.

1.13 FACILITY:

Shall mean all property of the ONGC VIDESH LIMITED owned or hired by ONGC VIDESH LIMITED.

1.14 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.

1.15 APPROVAL:

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

1.16 DAY

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

1.17 GROSS NEGLIGENCE

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

1.18 WILFUL MISCONDUCT

“Wilful Misconduct” means: intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 SCOPE OF WORK/CONTRACT:

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

3.0 DURATION OF THE CONTRACT:

3.1 This CONTRACT shall remain valid for a period of 33 months. The contract shall be reckoned to be effective from the date of mobilization.

4.0 NOTICES AND ADDRESSES:

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

4.1 ONGC VIDESH LIMITED

For CONTRACT related communication

For operations, reports and payments

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....

.....

.....

Fax:.....

5.0 DUTIES AND POWER /AUTHORITY:

- 5.1 The duties and authorities of the ONGC VIDESH LIMITED's representative are to act on behalf of the ONGC VIDESH LIMITED for:
- (i) Overall supervision, co-ordination and Management
 - (ii) Proper utilization of services
 - (v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any Vehicles, tools, personnel, procedures and reports, etc, directly or indirectly pertaining to the services.
- 5.2 CONTRACTOR's representative:
- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the services.
 - (ii) He shall liaise with ONGC VIDESH LIMITED's representative for the proper co-ordination and timely provisioning of services
 - (iii) He will extend full co-operation to ONGC VIDESH LIMITED's representative/ inspector in the manner required by them for proper inspection/ upkeep of vehicle, procedures, performance, reports and records pertaining to vehicle provided on hire.
 - (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 practices.
- 6.0 CONTRACT DOCUMENT :
- 6.1 Governing language:
- The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 6.2 Entire Agreement:
- The CONTRACT constitutes the entire agreement between the ONGC VIDESH LIMITED 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 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.
- 6.4 Modification in CONTRACT:
- All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by ONGC VIDESH LIMITED by issuing amendment to the CONTRACT. ONGC VIDESH LIMITED shall not be bound by any printed conditions, provisions in the CONTRACTOR's bid, forms of acknowledgement of CONTRACT, invoice, and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.5 Assignment:

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

6.6 Waivers and amendments:

a) Waivers: It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

b) Amendments: It is agreed that CONTRACTOR shall carry out work in accordance with the requirement to be furnished by the ONGC VIDESH LIMITED which may be amended from time to time by reasonable modifications as ONGC VIDESH LIMITED sees fit.

7.0 REMUNERATION AND TERMS OF PAYMENT

7.1 ONGC VIDESH LIMITED shall pay to CONTRACTOR for the actual services rendered by the CONTRACTOR as per the Scope of Work (Annexure-III), based on the price Schedule at Appendix-1 of Annexure-III. The rates payable shall be firm during the entire CONTRACT period except as admissible under the escalation/de-escalation clause and Change of Law clause. However, it is reiterated that the contractor will be paid as per the rate per Kilometer for actual km run by the vehicle using CNG as the fuel in Delhi and NCR region. For vehicles detailed outside Delhi/NCR region rate per km for actual km run by the vehicle using petrol or diesel as fuel as the case may be, payment shall be made as per the quoted rates.

7.2 Vehicle-wise Invoices addressed to Incharge-Finance, ONGC VIDESH LIMITED, New Delhi with original supporting documents duly countersigned by the ONGC VIDESH LIMITED's representative/user will be submitted monthly by the CONTRACTOR to In charge-HR, ONGC VIDESH LIMITED, 3th Floor Antariksh, K.G Marg New Delhi-110001 and payment shall be made within 15 days from the date of receipt of clear and undisputed invoice at the above office.

7.3 In the event of any dispute in a portion or whole of any invoice, ONGC VIDESH LIMITED shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion of the invoice 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.

7.4 ONGC VIDESH LIMITED's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of ONGC VIDESH LIMITED to question the allowability under this Agreement of any amounts claimed therein, provided ONGC VIDESH LIMITED delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons thereof. Should ONGC VIDESH LIMITED 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 LIMITED and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

8.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for vehicles, labour, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of ONGC VIDESH LIMITED. ONGC VIDESH LIMITED may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's vehicles, labour, 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 ONGC VIDESH LIMITED, 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 defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence 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, Government levies, cess, etc., including service tax, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the ONGC VIDESH LIMITED for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

8.4 Personnel Taxes:

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

8.5 Corporate Taxes:

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

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

8.7 The Contractor shall pay the applicable Service Tax arising out of this contract to the concerned authority.

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

9.0 PERFORMANCE:

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

10.0 PERFORMANCE BOND:-

The CONTRACTOR shall furnish to the ONGC VIDESH LIMITED, within 15 days from the date of Notification of Award, security deposit in the form of a Bank draft or an irrevocable Bank Guarantee (as per the pro forma enclosed at Appendix-I of this Annexure II) for the value and period specified in the bid document/ Notification of Award, towards performance under this CONTRACT.

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

12.0 DISCIPLINE:-

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good industry practice. CONTRACTOR shall maintain strict discipline and good conduct among its employees and its Sub-Contractor's employees and shall abide by and conform to all rules and regulations promulgated by the ONGC VIDESH LIMITED governing the operations. Should ONGC VIDESH LIMITED feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to ONGC VIDESH LIMITED's interest, the ONGC VIDESH LIMITED 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 3 working days to replace the person by competent qualified person at CONTRACTOR's cost.

13.0 SAFETY AND LABOUR LAWS:-

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by ONGC VIDESH LIMITED shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

The Contractor shall comply with the provisions under all applicable laws/ enactment including but not limited to Motor Vehicle Act. Contract Labour (R&A) Act, Workmen Compensation Act, the Shops Establishment Act and any rules made thereunder. Contractor shall also indemnify the ONGC VIDESH LIMITED and its employees against any liability that may be imposed on the ONGC VIDESH LIMITED for violations and/ or non-observance of any of the statutory laws/ enactment/ Acts/ Rules & Regulations.

14.0 STATUTORY REQUIREMENTS:-

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

15.0 INSURANCE:-

15.1 CONTRACTOR shall, at his own expense, arrange appropriate fully comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's vehicles, 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 LIMITED will have no liability on this account.

15.2 Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted under the contract shall be endorsed by the underwriter in accordance with the following policy wording:-

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

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

15.4 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.

15.5 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.

16.0 INDEMNITY AGREEMENT:

16.1 INDEMNITY BY CONTRACTOR:

Unless otherwise specified elsewhere in this contract, CONTRACTOR shall indemnify and keep indemnified ONGC VIDESH LIMITED, 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, vehicle or debris, removal costs, where vehicle or debris removal is ordered by a competent authority) judgements and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from:

a) personal injury, illness or death of :

- i) any of Contractor's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of ONGC VIDESH LIMITED); and
- ii) subject to clause 16.2 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel and

b) loss or damage to :

- i) any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractors or subcontractor's personnel (even if caused by, or contributed to by, the negligence or fault of ONGC VIDESH LIMITED); or
- ii) subject to clause 16.2 (b) (i) any other property to the extent the loss or damage is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel.

16.2 INDEMNITY BY ONGC VIDESH LIMITED:

Unless otherwise specified in this contract, ONGC VIDESH LIMITED 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 ONGC VIDESH LIMITED (even if caused by or contributed to by the negligence or fault of Contractor);
- ii) subject to clause 16.1 (a) (i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of ONGC VIDESH LIMITED; and

b) any loss or damage to :

- i) any property owned, or supplied by ONGC VIDESH LIMITED (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 16.1 (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 ONGC VIDESH LIMITED.

17.0 TERMINATION

17.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period.

17.2 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 24.

17.3 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 LIMITED 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.

17.4 Termination for unsatisfactory performance or breach of any terms of contract

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

17.5 Termination for delay in mobilization

Successful bidder shall be required to mobilize all vehicles along with crew for commencement of services at the specified site within a maximum of 10 days from the date of LOI/NOA. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless ONGC VIDESH LIMITED has extended the mobilization period at the sole discretion of ONGC VIDESH LIMITED on merit of the case with levy of Liquidated Damages of Rs 500 per day per vehicle. The mobilization period more than 15 days from date of issues of LOI/NOA will not be considered by ONGC VIDESH LIMITED. ONGC VIDESH LIMITED shall have the right to cancel the NOA/terminate contract and forfeit the EMD or the security deposit and to take actions as deemed fit by ONGC VIDESH LIMITED.

17.6 Notwithstanding anything stated elsewhere in this Contract ONGC VIDESH LIMITED reserves the right to terminate the Contract at any time by giving 30 days notice in writing to the Contractor without assigning any reason whatsoever. The Contractor shall not be entitled for any compensation on account of such termination.

17.7 Consequences of termination

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

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

18.0 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.

19.0 CONSEQUENTIAL DAMAGES:

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

20.0 CHANGES IN LAW:

In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Indian Government or public body which becomes effective after the date as advised by ONGC VIDESH LIMITED for submission of final price bid for this CONTRACT and which results in increased cost of the works

under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the ONGC VIDESH LIMITED subject to the production of documentary proof to the satisfaction of the ONGC VIDESH LIMITED 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 Government or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Indian Government or public body becomes effective after the date as advised by the ONGC VIDESH LIMITED 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 ONGC VIDESH LIMITED.

Notwithstanding the above mentioned provisions, ONGC VIDESH LIMITED shall not bear any liability in respect of (i) Personnel taxes on the employees of CONTRACTOR and the employees of all its subcontractors etc. (ii) Corporate taxes in respect of the CONTRACTOR and its subcontractors etc.

21.0 LIMITATION OF LIABILITY:

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

- a) Neither the Contractor nor ONGC VIDESH LIMITED 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 ONGC VIDESH LIMITED 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 ONGC VIDESH LIMITED with respect to Intellectual Property Rights.
- c) ONGC VIDESH LIMITED 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.

22.0 LIABILITY OF THE GOVERNMENT OF INDIA:

It is expressly understood and agreed by and between the CONTRACTOR and ONGC VIDESH LIMITED (the Indian PSU), that ONGC VIDESH LIMITED 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 Government 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 LIMITED 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 LIMITED is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government 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 Government of India arising out of this CONTRACT and covenants not to the

Government of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT

23.0 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, Flood directly affecting the performance of the CONTRACT and Acts and Regulations of respective government of the two parties, namely ONGC VIDESH LIMITED 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 work/deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ONGC VIDESH LIMITED shall have the option of cancelling 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.

24.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC VIDESH LIMITED

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

25.0 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

26.0 ARBITRATION:

26.1 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.
2. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
3. If amount of claim (excluding claim for interest and counter claim, if any) is upto Rs. 50 lakhs, ONGC VIDESH LIMITED shall appoint a Sole Arbitrator who may be a retired officer of ONGC VIDESH LIMITED/ any other PSU. If amount of claim

(excluding claim for interest and counter claim, if any) exceeds Rs. 50 lakhs but is upto Rs. 5 Crores, ONGC VIDESH LIMITED shall appoint a Sole Arbitrator from the panel of Jurist arbitrators maintained by ONGC VIDESH LIMITED.

4. If amount of claim (excluding claim for interest and counter claim, if any) is more than Rs. 5 Crore, the dispute shall be referred to arbitration of an Arbitral Tribunal consisting of 3 Arbitrators from the panel of Jurist arbitrators maintained by ONGC VIDESH LIMITED. The party invoking the arbitration shall appoint an arbitrator and call upon the other party to appoint its arbitrator within 60 days. Parties agree that they shall appoint the arbitrators from the panel of Jurist arbitrators maintained by ONGC VIDESH LIMITED. The two appointed Arbitrators shall appoint the third Arbitrator from the panel of Jurist arbitrators maintained by ONGC VIDESH LIMITED who shall act as the Presiding Arbitrator.
5. It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of ONGC VIDESH LIMITED or is a retired employee of ONGC VIDESH LIMITED.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. It is a term of the Contract that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitrators shall make and publish the award within time stipulated as under:

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

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

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

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

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

- 10 Each party shall pay its share of arbitrator's fees in stages as under:
 - (i) 25% of the fees on filing of reply to the statement of claims.
 - (ii) 25% of the fees on completion of evidence.
 - (iii) Balance 50% when award is ready for publication.
11. The Arbitration shall be held at the place from where the contract has been awarded. However, parties can mutually agree for a different place.
12. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
13. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause

26.2 ARBITRATION (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, Department 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.

27.0 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.

28.0 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.

29.0 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 authorized representative of CONTRACTOR and ONGC VIDESH LIMITED.

IN WITNESS WHEREOF PARTIES above named have duly executed this Agreement on the day, month and year first above written.

SIGNED & DELIVERED on behalf of Oil & Natural Gas
ONGC VIDESH LIMITED Ltd. above named by Shri
_____ its _____ and authorized
signatory in the presence of : _____

- 1.
- 2.

SIGNED & DELIVERED on behalf of
_____ (Service Provider) above
named by _____ its _____ and
authorized signatory _____

In the presence of:

- 1.
- 2.

Pro forma for Bank Guarantee towards Performance Security
PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,
Oil and Natural Gas Corporation Limited

India

Dear Sirs,

1. In consideration of ONGC Videsh Ltd incorporated under the Companies Act, 1956, having its Registered Office at 5th floor Kailash, 26 K.G Marg, New Delhi-110001, India and one of its offices at _____ (hereinafter referred to as 'ONGC VIDESH LIMITED', 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 'BIDDER') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC VIDESH LIMITED having agreed that the BIDDER shall furnish to ONGC VIDESH LIMITED a performance guarantee for Indian Rupees _____ for the faithful performance of the entire CONTRACT.

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

insolvency of the BIDDER and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC VIDESH LIMITED 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 BIDDER and notwithstanding any security or other guarantee that ONGC VIDESH LIMITED may have in relation to the BIDDER's liabilities.
4. The Bank further agrees that ONGC VIDESH LIMITED 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 BIDDER(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC VIDESH LIMITED against the said BIDDER(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 BIDDER(s) or for any forbearance, act or omission on the part of ONGC VIDESH LIMITED or any indulgence by ONGC VIDESH LIMITED to the said BIDDER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC VIDESH LIMITED under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC VIDESH LIMITED discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC VIDESH LIMITED or that of the BIDDER.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until _____. (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC VIDESH LIMITED under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC VIDESH LIMITED under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this _____ day of _____ 20 _____ at _____

(Signature)

Full name and official address Full name, designation and
(in legible letters) with stamps address (in legible letters)

Attorney as per power of Attorney No _____

WITNESS NO.

1 -----

WITNESS NO. 2 Dated _____

(Signature)

Full name and official address (in legible letters)

Date

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Commercial Banks only.
2. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.
3. The *expiry date of the bank guarantee* 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.

SCOPE OF WORK

1.0 OVL intends to hire CNG driven taxis on regular basis as for requirements of its Delhi office and also in NCR / Outstation (as & when required). For outstation duty beyond Delhi/NCR Vehicle run on petrol/diesel will be required. The work under this contract shall include providing services of Taxi vehicles on hire on monthly basis as per OVL's requirements.

Period of Contract: 33 months

2.0 Type of Hiring:

The taxis to be hired on regular monthly basis.

2.1 Anticipated number of taxis required per day is as under:

Sl.	Description	Quantity*
I	Regular basis	20 - 30 Nos.*

*Note: The numbers are only indicative. Actual requirement will vary; vehicles are to be deployed as per actual requirement of OVL

2.1.1 Types of vehicles to be deployed on Monthly basis

Small segment and Medium segment

Small segment: Indica ; *Medium segment :* Esteem/ Indigo/ Ford Icon/ Hundai Accent

Small size segments shall be Non A/c, Medium size segment shall be AC

2.1.3 Ownership / Leasing of Taxis

Vehicles to be deployed on monthly basis shall be either owned or permanently leased by the CONTRACTOR for the entire contract period including extension thereof, if any. The vehicles, including its driver, once deployed with an officer of OVL, shall not be changed without permission of OVL. In case of exigencies only, the replacement shall be permitted with the approval of dealing officers of OVL. In case of breakdown, immediate replacement shall be provided by the contractor

2.1.4 Registration and Year of Manufacture of taxis:

All taxis to be deployed have to be registered in Delhi with valid Taxi Permit. The required tourist taxi should be OEM factory built manufactured not earlier than October, 2009 and B.S.-III compliant.

2.1.5 Normally the taxis will be required to be used within the NCR limits of Delhi. Vehicle must have requisite permit for use of vehicle within NCR limit of Delhi. Vehicles not having requisite permit shall not be accepted for duty and action shall be taken as per relevant Clause of the contract.

2.1.6 In case the taxi is sent for outstation duty, the contractor has to arrange permit for the taxi accordingly. OVL shall reimburse the permit charges as per actual for permit charges outside NCR on submission of receipt.

2.1.7 The taxis will be hired for minimum 12 hours duty per day (including 30 minutes lunch) on monthly basis. Overtime charges as per schedule of rates will be paid for duty performed beyond 12 hours in a day. Monthly payment will be made for actual number of days the taxi is hired in a calendar month.

SPECIAL TERMS AND CONDITIONS

1.0 MOBILIZATION PERIOD:

Bidders must submit an undertaking along with the technical bid that in the event of award of contract to them, they would provide the services as per the requirements indicated in the tender/contract documents, within 10 days of the issue of NOA. However, extension of the mobilization period may be considered at the sole discretion of OVL on merit of the case for a period not more than 15 days with LD of Rs 500 per day per vehicle. The mobilization period more than 15 days from date of issues of NOA will not be considered by OVL. OVL shall have the right to cancel the NOA/terminate contract and forfeit the EMD or the security deposit and to take actions as deemed fit.

The mobilization will be considered as completed only if the Contractor ensures to meet followings requirements within the mobilization period:

- a) Deployment of all vehicles on Regular/monthly basis as per requirement of ONGC VIDESH LTD.
- b) Establishment of office in Delhi with communication facilities as indicated in the tender

3.0 Normally the taxies will be required to be used within the NCR limits of Delhi. Vehicle must have requisite permit for use of vehicle within NCR limit of Delhi. Vehicles not having requisite permit shall not be accepted for duty and action shall be taken as per relevant Clause.

4.0 OVL reserves the right to award the contract for any or all the jobs under this contract to any other contractors at any time during the currency of this contract, without assigning any reason whatsoever. The contractor shall not be entitled to any compensation whatsoever in such cases.

5.0 OVL also reserves the right to get the job covered under this contract done departmentally or through some other arrangements in part or in full at its sole discretion. The contractor shall not be entitled to any compensation whatsoever in such cases.

6.0 CONDITION OF TAXIES WHILE ON ONGC VIDESH LTD'S DUTY

6.1 The vehicle as required should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to date. Taxies must comply with Central/State Government and Pollution Act. The colour of Tourist taxies should be preferably "White".

6.2 The vehicle(s) with registration October, 2009 onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside) and as scratch free as possible.

6.3 The interior of the cabin must have appropriate additional fittings to provide good comforts and appearance like foot matting, high quality upholstery to provide comfort. Vehicle should have an operational music system fitted in.

6.4 Sparkling white (spotless) seat covers of good tapestry cloth shall be provided and shall be changed at least once in a week.

6.5 The vehicles suspension system shall be maintained in excellent conditions to provide good riding comfort.

6.6 The vehicle should be noise free. Any rattling, sound of loose nuts/bolts, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.

- 6.7 Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in first class and smooth working condition. Rethreaded tyres will not be acceptable.
- 6.8 The Driver must be in neat & clean white uniform with black shoes and white Cap and must possess a Mobile phone with roaming facilities in working condition.

7.0 VEHICLE DOCUMENTS /ROAD PERMITS.

The vehicle(s) should be fit in all respect for operations in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC certificate, Fitness Certificate, necessary Permit and with taxes, fees paid up to date during contract period. The bidder must provide copy of the above documents duly attested by Notary Public before vehicle is offered of inspection.

8.0 OPERATIONAL REQUIREMENTS

- 8.1 Contractor shall be responsible to contact the dealing officer of OVL daily either on telephone/ internet /electronically or by deputing his representative to obtain/collect instructions for daily deployment of vehicle, daily reports, change of vehicle/drivers, etc. Hence the Contractor shall identify and intimate the name of one of his Managers, who should be computer literate, to interact with OVL. The contractor should also own computer and internet facilities for the purpose.
- 8.2 Condition of the vehicle(s) should be as specified here above, failing which the vehicle may not be accepted on duty.
- 8.3 The vehicles deployed under this contract must have all the relevant valid documents such as RC book, driving license, insurance cover, PUC certificate, tax receipts, permit, etc.
- 8.4 In all cases, the vehicle shall first report to Transport Control Room (Antriksh Bhawan, 22 K G Marg, Connaught Place, New Delhi will be considered as transport control room of OVL) unless instructed otherwise by OVL dealing officer to report directly at specified place & time.
- 8.5 Duration of duty with ONGC VIDESH LTD is the period between first reporting time at Transport Control Room or at specified place and last releasing time at Transport Control Room or at specified place.

Whenever, the vehicle reports / released from transport control room of OVL, running KM charges shall be determined from the difference between the KM reading at first reporting time at Transport Control Room and KM reading at last releasing time at Transport Control Room..

For taxis reporting at place other than Transport control room, additional KMs (equivalent to the kilometres by which the distance from the contractor's garage to the reporting place exceeds the distance from the contractor's garage to Transport Control Room) will be added to the running KMs. say for eg if the transport control room of OVL is 10 kms from contractor's garage / office and the specified place of reporting is at x location which is 30 kms from the contractor's garage / office, then 20 kms shall be added in the running KMs of the vehicle.

The same principle (as in the preceding paragraph of vehicle reporting) shall be applied in case of release of vehicle.

- 8.6 Fuelling of vehicle shall be carried out prior to reporting for duty and there should be adequate fuel for at least 24 hours of work / 250 km run for local duties. Necessary funds should be available with the driver to buy the fuel as well as parking fee for outstation duties / in case of exigencies within NCR. In case vehicle runs short of requisite quantity of fuel or reports with less quantity of fuel, then it may not be accepted on duty. Under

such circumstances, vehicle shall be treated as absent from duty and shall attract LD as per LD clause.

- 8.7 Punctuality of time is an essential and important condition of the contract, failing which LD as per relevant clause shall be imposed.
- 8.8 In case driver is not in proper uniform or not having working mobile phone with Roaming facilities or the vehicle is not meeting the specified requirement, the vehicle may not be accepted for duty and in case of acceptance in emergency situation, a penalty of Rs 200 shall be levied on the contractor.
- 8.9 In order to provide fail-proof services and to provide replacement vehicles in case of any breakdown, maintenance, etc., the Contractor should ensure availability of vehicles of similar specification of deployed vehicles with no extra charge.
- 8.10 In case any vehicle is withdrawn from duty by Contractor or if Contractor fails to provide vehicle in an acceptable condition, no payment shall be made to Contractor for that day and LD as per LD clause shall be imposed which shall be recovered from the bills of Contractor without any notice.
- 8.11 In case a vehicle is absent from duty for continuous 7 days, then the same will be deemed to be a lapse of service on the part of the Contractor and the contract may be terminated with forfeiture of security deposit.
- 8.12 While on duty of ONGC VIDESH LTD, no unauthorized passenger(s) can be carried by the driver / contractor. In case the same is detected, no payment shall be admissible for the day and additional penalty of Rs 2000 or as deemed fit by OVL, shall be levied on the contractor.
- 8.13 Efforts shall be made to provide break-off for breakfast/lunch/ dinner, etc., at appropriate time to driver. However, driver shall not leave the vehicle without specific permission of the user. Normally, permission may not be for more than 30 minutes for regular meals and 10 minutes for tea. Driver will not be allowed to take the taxi for his lunch break.
- 8.14 Contractor shall have to provide spare wheel/proper tools with each vehicle, including portable fire extinguisher, First-aid box and other equipments required under M.V. Act., in good working condition.
- 8.15 The vehicle(s) may be used either for Local or Outstation duties. The driver should be adequately equipped with money and other requisites to leave for outstation duty after getting instructions from Transport Control Room.
- 8.16 Disappearing from the site while on duty causing undue delay to an officer/ user may attract LD as per relevant clause.
- 8.17 Contractor shall ensure that odometer, gauges, and other instruments used while driving of vehicle are in perfect working condition. In case of any defect detected/pointed out by ONGC VIDESH LTD authority /user, the Contractor shall make all necessary repairs/ replacements promptly at his cost. The vehicle(s) having defective odometer shall not be put to use by ONGC VIDESH LTD and shall treated as non-deployment of vehicle by the contractor and is liable to attract LD as per LD clause. In case the same is put to use for unavoidable circumstances, decision of In-charge Logistics on km run shall be final and binding.

9.0 CREW

- 9.1 The driver provided with the vehicle should be physically & medically fit, professionally sound and competent in all respect and holding valid professional license as prescribed under prevailing Motor Vehicle Rules/Act/any other applicable rules for this contract. Necessary alternatives/substitutes must be maintained in case of any disabilities of any

member of crew, to avoid any disruption to vehicle's operations. The driver provided on vehicle shall not be changed without prior permission of dealing officer of OVL.

- 9.2 In order to avoid mishap/accident, Contractor shall ensure that only skilled driver(s) with sufficient experience in trade are deployed on vehicle(s) and they observe all rules/precautions in this regard. Contractor shall ensure that driver(s) do not exceed normal safe speed limits. Contractor shall further ensure that his crew is deployed on duty after adequate rest to avoid accident due to over-fatigue.
- 9.3 The person's engaged/deputed by Contractor for carrying out ONGC VIDESH LTD's work should be well groomed, courteous, behave properly with ONGC VIDESH LTD employees/users and maintain punctuality and discipline. Driver should ensure safe opening and closing of doors of vehicle. If any person(s) engaged by contractor is found to be undisciplined or misbehaved or under influence of any intoxicant, ONGC VIDESH LTD may ask Contractor to replace the same otherwise vehicle(s) may be refused to be accepted on duty of ONGC VIDESH LTD.
- 9.4 It shall be the sole responsibility of CONTRACTOR to obtain Character & Antecedent verification of his drivers(s)/crew from Police authorities concerned before deployment.

9.0 SAFETY PRECAUTIONS

Contractor shall ensure that his crew would refrain from smoking or carrying any inflammable substance at Office/work place while on duty with ONGC VIDESH LTD. Contractor and his representative(s) shall abide by usual and special rules regarding safety and security measures while on duty with ONGC VIDESH LTD as per safety regulations. In case of any defaults, ONGC VIDESH LTD reserves the right to:

- a) ask the driver to remove the vehicle/leave the site. In this eventuality ONGC VIDESH LTD shall recover LD as per LD clause.
- b) In case of any damages caused due to such violations of safety regulations, ONGC VIDESH LTD shall recover cost of damages from contractor as assessed by ONGC VIDESH LTD.
- c) For violations/jeopardising safety and security of ONGC VIDESH LTD's property and personal, ONGC VIDESH LTD reserves the right to terminate the contract with immediate effect, in addition to recovery of damages.

10.0 INSURANCE

- 10.1 ONGC VIDESH LTD shall not entertain any claim arising out of mishap, if any, that may take place. The contractor shall be fully responsible for any loss or damage to the vehicles or occupants and shall be liable to pay full compensation for any injury or any other loss to the passengers. The following insurance shall be maintained by the contractor at his cost.

a) Workmen's Compensation Insurance

This insurance shall protect the contractor and ONGC VIDESH LTD against all claims applicable under the Workmen's Compensation Act 1948. This policy shall also cover the contractor against claim for injury, disability, disease or death of his or his sub-contractor's workmen which for any reason are not covered under the Workmen's Compensation Act 1948. This liability shall not be less than the Statutory Workmen's Compensation provision and Employees liability provisions.

b) Vehicle Insurance

The vehicles hired to ONGC VIDESH LTD must be fully and comprehensively insured covering risks including the risk to the driver and all passengers. This insurance shall protect the contractor and ONGC VIDESH LTD against all risks, claim for loss, injuries, disability, diseases or death of member of public including

ONGC VIDESH LTD's men and damage to the property of others arising from the use of motor vehicles including operation irrespective of the ownership of such vehicles.

c) General Liability Insurance

This insurance shall protect the contractor and ONGC VIDESH LTD against all claims arising from injuries, disability, diseases or death of member of public or damage to the property of others, due to any act of omission or commission on the part of contractor, his agent/representative & sub-contractors. This insurance shall also cover all the liability of contractor arising out of the clause entitled 'Defence of Suits' below.

The above are only an illustrative list of insurance covers normally required and it will be the sole responsibility of contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance to the contract.

A copy of cover note of policy shall be produced at the time of inspection of vehicle.

10.2 Defence suits

If any action in court is brought by third party against ONGC VIDESH LTD or an officer or agent of ONGC VIDESH LTD for the failure or neglect on the part of contractor to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission or negligence on the part of contractor, his agent/representative or his subcontractors, or drivers, the contractor shall in all such case be responsible and indemnify and keep ONGC VIDESH LTD and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

11.0 LABOUR REGULATIONS/REGISTRATION AND DOCUMENTS:

11.1 Contractor shall abide by and follow the State and Central Government Labour Laws/Legislation, rules and regulations, statutory notifications, local self Government/ Municipal requirements and shall solely be responsible for any breach thereof. Contractor shall completely indemnify ONGC VIDESH LTD, its officers / employees against any penalties/ prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force.

11.2 The contractor shall obtain at his own cost, necessary permits, licence, etc., as required under various laws from time to time for rendering the necessary services and the ONGC VIDESH LTD does not take any liability whatsoever on that account.

11.3 The contractor shall at its own cost comply with the provisions of all Laws, Rules, Orders and Regulations and Notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include, without limitation, the following:

- a) Minimum Wages Act, 1948 and Rules & order and Notifications issued thereunder from time to time.
- b) Contract Labour (Regulation and Abolition) Act-1970 with rules, orders and notifications made there under from time to time.
- c) Industrial Dispute Act-1947 with rules, orders and notifications issued thereunder from time to time.
- d) The Workmen's Compensation Act 1923 with rules, orders and notifications issued thereunder from time to time.
- e) Motor Transport Workers Act 1961 with rules, order and notifications issued thereunder from time to time.

- f) Payment of Gratuity Act 1972 with rules, order and notifications issued thereunder from time to time.
 - g) Contractor shall obtain a certificate from ALC (C) regarding Labour Licence.
 - h) Payment of Bonus Act 1965 with rules, order and notifications issued thereunder from time to time.
 - i) Payment of Wages Act 1936 with rules, order and notifications issued thereunder from time to time.
 - j) Employees Provident Fund & Misc. Provisions Act 1952 with rules, order and notifications issued there under from time to time.
 - k) ESI Act with rules, order and notifications issued there under from time to time.
 - l) All other Act/Rules//Regulations, Bye-laws, other notifications etc. as applicable to the contractor or to this contract from time to time shall be applicable. Orders Notifications etc. presents or future as applicable to the contractor or to this contract from time to time, for providing necessary service /performing the aforesaid jobs.
- 11.4 The Wages not less than the minimum wages as notified by the central /state government, whichever is higher will be payable to the personnel/workmen deployed or engaged by the contractor and the contractor will be liable fulfil this statutory obligation.
- 11.5 The contractor shall provide and be responsible for payment of wages, salaries, bonus, social charges, insurance food, accommodation, transport, medical and canteen facilities, etc., to his personnel as per the laws/rules/regulation and orders of the central /state govt or local authority or any such other authority as are in force from time to time.
- 11.6 All employees/personal deployed by contractor shall be the employees of the contractor. ONGC VIDESH LTD will not have any liability to absorb them at any point of time nor can they claim any right for employment in ONGC VIDESH LTD. The Contractors shall be responsible for any/all disputes arising between him and his personnel and keep ONGC VIDESH LTD indemnified by all loses, damages and claims arising thereof.
- 11.7 Contractor shall abide by and follow Central and State Government Labour Laws/Legislation, Rules/Regulations, statutory notifications, local self-Government /municipal requirements and shall solely be responsible for any breach thereof. Contractor shall completely indemnify ONGC VIDESH LTD and its employees against any penalties/ prosecutions consequent to violation (deliberate or inadvertent) of such statutory provisions that are in force.

12.0 ACCIDENTS/DAMAGES/CLAIMS LIABILITIES

- 12.1 In event of any accident or damages while vehicle(s) is on ONGC VIDESH LTD's duty, ONGC VIDESH LTD shall be completely free from any liability of any nature connected with the accident/ damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in employment of contractor, occupants of vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if damage or loss is incurred to ONGC VIDESH LTD and/or its employees, as a result of any accident or any other reason involving failure of vehicle(s) /driver, sustain any damage, Contractor shall reimburse on demand and without any demur the compensation/damages to ONGC VIDESH LTD and/or ONGC VIDESH LTD employee(s).
- 12.2 ONGC VIDESH LTD shall not be responsible for any claim/compensation that arises due to damages/ injuries/ pilferage to the contractor's vehicle(s)/property, under any circumstances while the vehicle(s) is engaged for ONGC VIDESH LTD's duty.
- 12.3 Contractor may safeguard his interest through insurance at his own cost. However, ONGC VIDESH LTD's claim cannot be linked with payment by any such insurance(s)

and Contractor shall directly be liable to pay ONGC VIDESH LTD's claim. ONGC VIDESH LTD's claim can also not be linked with the outcome of the verdict of any tribunal or judicial authority, where the case might be pending.

- 12.4 It is responsibility of Contractor to inform the user of vehicle as well as In Charge HR, the occurrence of any accident involving his vehicle(s), as early as possible to avoid any disruption of ONGC VIDESH LTD's operation, and provide substitute and submit a detailed report to In Charge HR within 24 hours for record of ONGC VIDESH LTD. The vehicle/site of accident may have to be inspected by representatives of ONGC VIDESH LTD in such an eventuality.
- 12.5 Absence of vehicle due to accident may not be entitled for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/substitute is responsibility of Contractor, unless otherwise exempted for reasons beyond Contractor's control.

13. PARKING

- 13.1 Contractor shall ensure security arrangement/parking place(s) for his vehicle(s) deployed on OVL duty for which ONGC VIDESH LTD does not take any responsibility whatsoever.
- 13.2 However, while vehicle is on ONGC VIDESH LTD's duty, parking charges will be paid against production of original receipt, duly verified and counter signed by the user officer.

14. REQUISITIONS BY LAW AND ORDER AUTHORITIES

In case vehicle(s) hired from contractor for ONGC VIDESH LTD's duty are found to be involved in any theft case / pilferage, contract may be terminated immediately. No notice to Contractor may be necessary in such cases. On this account, if state authority/police department seizes any vehicle, responsibility shall rest solely on Contractor.

If taxi is seized by the government for any duty or otherwise, the contractor shall provide substitute taxi immediately.

15.0 LOG BOOK MAINTENANCE

- 15.1 ONGC VIDESH LTD will provide separate Log Book at commencement of services and in the first working day of every month. It is a financial document to be preserved by contractor and its loss may lead to non-payment for the service provided.
- 15.2 Separate Log Book for vehicles deployed on monthly basis are to be maintained for each vehicles. These shall be duly filled up and signed by the authorised user of ONGC VIDESH LTD. All the bills will be verified on basis of the details filled up in log sheet of the vehicle. If names and designation of user officer and details of KMs are not clearly mentioned, payment for such journeys may not be considered.
- 15.3 The responsibility of getting log sheet/log book properly filled in, completed in all respect and tally of the distances run with place(s) visited shall be entirely rest with Contractor/driver. Any unauthenticated entry/ cutting/ overwriting shall lead to non-payment for the service provided.
- 15.4 For this purpose contractor must check the log sheet daily and in case of any discrepancy, same shall be brought to the notice of appropriate authorities.

16.0 INSPECTION OF VEHICLES

- 16.1 The acceptance of vehicle on service of ONGC VIDESH LTD will be subject to inspection of vehicle, its documents relating to vehicle and driver by an officer or Board of Officers of ONGC VIDESH LTD or third party. Such inspections will be carried out initially before the first acceptance of vehicle and at an appropriate periodicity or by surprise checks at discretion of ONGC VIDESH LTD. The decision with regards to

acceptance or rejection of the vehicle offered by the Contractor shall remain with In-charge HR and his decision shall be final and binding.

- 16.2 Any certificate, by any officer of Central or State Government authority, such as Motor Vehicle Inspector of RTO, etc., obtained or produced by the Contractor stating that condition or specifications of the vehicle(s) offered to service of ONGC VIDESH LTD as satisfactory shall not supersede the discretion of ONGC VIDESH LTD regarding acceptability of the vehicle(s) to ONGC VIDESH LTD under this contract.
- 16.3 Once a particular vehicle and its documents have been approved for duty of ONGC VIDESH LTD on monthly/regular basis, that vehicle shall not ordinarily be changed during the period of contract except on being defective and another vehicle offered is of similar specifications. The Contractor shall take an approval/ acceptance of such a change from ONGC VIDESH LTD prior to deployment of substitute vehicle.
- 16.4 Inspection is also applicable as deemed necessary to substitute vehicle(s) provided by the contractor against any breakdown /maintenance.
- 16.5 Any vehicle(s) on duty of ONGC VIDESH LTD is subject to the surprise checks by an authorised officer of ONGC VIDESH LTD for its operational condition and specifications or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of ONGC VIDESH LTD. In case of any default being detected action shall be taken as per provisions of contract including de-hiring, if necessary.
- 16.6 The vehicle shall be brought to ONGC VIDESH LTD control room at Antriksh for inspection purpose and taken back on conclusion/termination of contract or rejection, non-acceptance, entirely at Contractor's cost and ONGC VIDESH LTD shall not bear any cost / responsibility for such movements.

17.0 SUBSTITUTE VEHICLES

In case vehicle goes off road due to any breakdown or accident, Contractor will have to provide a substitute vehicle of same specifications and vintage within reasonable time. If the substitute vehicle is not provided no payment will be made for that day and the penalty will be imposed as per LD clause of the contract. Prior information for such a change must be given to the In-charge Logistics or his authorised representative.

18.0 BILLING

- 18.1 The bill must be submitted within 7 days of the completion of each calendar month supported by complete log book/ sheets with user's certificate to In-charge Logistics, ONGC VIDESH LTD, Delhi. The delay in payment due to any delay in submission of the bill by the Contractor will be entirely in the account of the Contractor.
- 18.2 The bill received for payment must be made complete with details accurately filled-in. The delays due to the incorrect claims, correction required shall be in the account of the Contractor. A correctly made and timely received bill at the office of the In-charge HR will normally be cleared and payment be made within 15 days, through electronics transfer or through A/C Payee Cheque drawn on State Bank of India, Delhi.

19.0 PAYMENT PROCEDURE

- 19.1 Contractor shall submit the bills (vehicle-wise) in respect of services rendered by him in triplicate on Monthly-Basis, which must indicate date wise service rendered (hours of service and kilometres run) as per log book(s) including Liquidated Damages, if any, recoverable as per the Contract / log book details. Bills should be prepared as per the format provided by ONGC VIDESH LTD. The contractor should provide the bills along with soft copy and log book/sheets completed in all respect.
- 19.2 ONGC VIDESH LTD shall not be liable to make any other payment except the agreed hire charges specified in the rate schedule. However, for sending the vehicle(s) for out station duty any additional taxes/Levi's/permits/parking charges/toll, passenger tax,

other than Road tax, if any, shall be reimbursed by ONGC VIDESH LTD as per actual on production of original money receipts.

- 19.3 The booking made by the concerned dealing officer of OVL shall only be considered for the purpose of payment.

20 RATES

- 20.1 The schedule of rates includes all the expenses for providing services against this contract such as POL, salary payable to drivers (including PF, bonus, uniform, mobile phone, etc.), Establishment, Road Tax, Passenger Tax, Permit Tax (entry fee for NCR), Insurance, Repairs and maintenance of the Tourist Car Taxes, Service tax, VAT, Income tax, etc. ONGC VIDESH LTD shall not be liable to pay charges other than the amount as per schedule of rates. The rates are firm for the entire period of contract; no change in rates on any account shall be permitted except for rise/fall of price of petrol/diesel as and when declared by Public sector Oil Marketing Companies.

20.2 ESCALATION/ DE- ESCALATION

The rates are composite and firm for the entire period of contract including extension, if any, except for the variation in running km rate on account of **diesel/petrol price variation**.

Increase/decrease in the rates of normal grade DIESEL /PETROL/CNG publicly announced by Public Sector Oil Marketing Companies shall only be considered for revision of running charges under this contract. The decision of ONGC VIDESH LTD. on the subject of escalation/de-escalation shall be final and binding.

The increase/decrease in running km charges shall be as per the standard formula given hereunder which shall only correspond to any increase/decrease in the diesel/petrol prices. Any increase/decrease in the rates of lubricants shall be ignored for the purpose of this clause and shall be deemed to have been taken into consideration in the formula.

Increase in per km rate on account fuel price change =

$(X-Y) / 14$ for small segment car

$(X-Y) / 10$ for medium and luxury segment cars

Decrease in per km rate on account fuel price change =

$(Y-X) / 14$ for small segment car

$(Y-X) / 10$ for medium and luxury segment cars

Where

Revised rate of normal petrol/diesel per Litre/CNG per KG in Delhi : X

Existing rate of normal petrol/diesel per Litre/ CNG per kg in Delhi : Y

Average fuel consumption considered for the purpose of determining rate increase/decrease are as below:

Small segment car: 14 kms / litre, Medium and luxury segment car: 10 kms / litre

NOTE: The existing rate of normal petrol/diesel / CNG (Y in the above formula) will be the specified rate of fuel by Public Sector Oil Marketing Companies, applicable in New Delhi as on the date of submission of the tender.

- 20.3 The contractor shall intimate ONGC VIDESH LTD regarding any increase /decrease in prices of petrol/diesel/ CNG for revision of rates and also claim accordingly. The rates shall be applicable from the date of announcement by Public Sector Oil Marketing Companies

- 20.4 Payment of fixed charges for vehicle hired on regular basis shall be restricted to actual number of days of utilization of the vehicle in a calendar month. There will be no change in the fixed component during the currency of the contract
- 20.5 Payment of running charges on regular basis will be made on actual KM usage by ONGC VIDESH LTD.
- 20.6 Parking/Toll tax charges will be paid against production of original receipt duly verified and countersigned by the user officer.
- 20.7 Night Halt Allowance : The night halt charges will be applicable as per schedule of rates per night, if the vehicle is detained over night at out station duty.

21.0 LIQUIDATED DAMAGES

- 21.1 In case vehicle fails to report on duty at appointed place and time or is not acceptable on duty due to any fault of the Contractor / driver / vehicle, then no day rate charges will be admissible for that particular day. In addition, an LD equivalent to 30 % of the fixed day rate shall also be imposed.
- 21.2 In case vehicle reporting late up to 2 hours is accepted on duty, LD shall be imposed @ Rs. 60/- per hour for the number of hours, the vehicle has reported late.
- 21.3 In case vehicle reports for duty beyond 2 hours, Vehicle may not be accepted for duty and LD as per clause 21.1 will be applicable. In case due to operational reasons, vehicle accepted for duty, LD as per clause 21.2 will be applicable.
- 21.4 In case vehicle leaves the duty earlier than the stipulated 12 hours duty on its own volition, then payment of daily fixed charge shall be made on pro-rata basis. However, an LD of Rs 100/- per day shall also be imposed for early departure from duty.
- 21.5 In case, vehicle develops some defect enroute and is unable to complete assigned journey thereafter, and if contractor fails to arrange a substitute vehicle within 2 hours of such breakdown, no charges will be paid. In addition, expenditure incurred by ONGC VIDESH LTD on hiring another vehicle, if any, will also be recovered from the contractor.
- 21.6 In case, vehicle is accepted on duty due to operational requirements, at the discretion of ONGC VIDESH LTD, though it may not meet the requirements as per given specification, an LD @ Rs 150/- per vehicle shall be imposed.
- 21.7 A delay of each 30 minutes shall normally be ignored. However, every 30 minutes delay in reporting of vehicle each day will not be acceptable as a routine and ONGC VIDESH LTD shall take cumulative count for such delays for imposing LD on hourly rates.
- 21.8 In case Driver is not in proper uniform and / or nor having working Mobile phone. In such case vehicle shall not be accepted for duty and action shall be taken as per LD clause No. 21.1. In case due to operational reasons vehicle is accepted for duty LD as per clause 21.6 will be applicable.

FORMAT FOR SCHEDULE OF RATES

A For Requirement “Regular monthly basis”

Sl no	Description	Small segment (S)	Mid segment (M)
A	Fixed daily standby charges for 12 hrs duty		
B	Overtime charges per hour beyond 12 hrs duty in a day		
C	Running KM charges (per KM) using: i. Petrol ii. Diesel iii. CNG		
D	Night Halt Charges (per night)		

The above rates are inclusive of:

- i) applicable service tax @ _____ %
- ii) VAT @ _____ % , if any applicable
- iii) Service Tax Registration No.

Note:

- 1. All the rates must be quoted in figures as well as in words without any cutting or overwriting. In case any discrepancy in the rates quoted in figure and words, the rates quoted in words shall be considered as final and authentic.
- 2. Rates quoted should be inclusive of all expenses such as fuel, lubricants, salary and other payments to drivers, insurance, all taxes, duties, Road tax, permit etc. within Delhi/NCR, except parking charges, toll taxes and interstate permit charges for visits out side Delhi which will be reimbursed by ONGC VIDESH LIMITED
- 3. **NOTE: To determine L-1 bidder for consideration to award of Contract shall be based on CNG quoted rates per km only.**

Signature of Bidder

BID EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/ deviations to frozen terms of bid document submitting the bid. In case bidder still indicate any exceptions / deviations, such conditions non-conforming bids shall not be considered and may be rejected outright.

B. REJECTION CRITERIA

B.1 TECHNICAL REJECTION CRITERIA

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

1.0 Bid should be complete and covering the entire scope of work and should conform to the technical specifications and special conditions of the contract, etc indicated in Annexure-III of the bid documents, duly supported with documents wherever required. Incomplete and non-conforming bids will be rejected outright.

2.0 Ownership Criteria:

2.1 The bidder should be owner of minimum number of light vehicles (LVs), model not older than October, 2009 as shown below:

Minimum no. LVs	
Small segment CNG Driven.	Medium segment CNG driven.
2 Nos	2 Nos

2.2 The bidder shall furnish a list of Light Vehicles owned by them as per Format at Appendix-14 to Annexure-I of the tender document giving particulars regarding registration No., year of manufacture, model, and details of transfer of ownership, supported by copies of valid R.C. book and other documents duly attested by Notary Public and latest certificate (not older than six month from the last date of submission of bid) showing ownership of the vehicles issued by the concerned RTO. For firms registered as Proprietary firms / Partnership firms, ownership of vehicles in the name of firm / partner / proprietor shall be accepted.

2.3 The above ownership condition is only for participation in the tender. However, after award of work the successful bidder has to deploy vehicles as per specifications/ scope of work/required quantum of vehicles within the stipulated mobilization period as detailed in respective clauses.

3.0 Eligibility and experience of the bidder:

3.1 The bidder must have a minimum 3 years in line operational experience in providing light vehicles to any state government/ central government/ Public Sector Undertaking/

Public limited company/ Multi-national Company during the period of last 5 years from the last date of submission of bid as specified in the tender or any extensions thereof. Any of the following documents has to be submitted in support of the above experience; however, the information on description, contract No. and period of contract must be available in the documents.

- (i) Contract copy
- (j) Copy of confirmatory work order
- (k) Copy of valid experience certificate given by the organization where worked.
- (l) Copy of valid work completion certificate given by the organization where worked

3.2 Details of experience and past performance of the bidder on works/ jobs done of providing tourist taxis on hire in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted as per Appendix-4 to Annexure-I along with the techno-commercial bid, in support of the experience laid down at para 3.1 above.

3.3 Offers of those bidders who themselves do not meet the experience criteria as stipulated in the BEC can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria as stipulated in the BEC. In that case, as the subsidiary company is dependent upon the experience of the parent company, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement (as per Appendix-5 to Annexure-I) between the parent and the subsidiary company, and Corporate Guarantee (as per Appendix-6 to Annexure-I) from the parent company to ONGC VIDESH LIMITED for fulfilling the obligation under the Agreement

The Bidder should submit documents in support of the experience of the Parent Company laid down at para 3.1 above.

4.0 **Vehicles to be deployed under the contract**

4.1 The required tourist taxi should be OEM factory built BS-III compliant. The vehicle must be registered as tourist taxi in Delhi.

Month / Year of manufacture of the vehicles to be deployed should not be earlier than October, 2009.

The bidder has to give this undertaking as per Appendix -13 to Annexure-I of the tender document

4.2 Bidder need to quote types of vehicle required are as Small segment and Medium segment

Small segment: Indica;

Medium segment: Esteem/ Indigo/ Ford Icon/ Hundai Accent.

Small size segments shall be Non A/c, Medium segment shall be AC.

4.3 The bidder has to submit an undertaking confirming that in the event of award of contract to them, they would provide the vehicles as per the requirements indicated in

the bid document, within 10 days mobilization period from the date of issue of LOI/NOA. They have to further submit undertaking that they would provide vehicles on hire as per actual requirement of ONGC VIDESH LIMITED on all the days during the currency of the contract (as per **Appendix-13 to Annexure-I** of the tender document).

- 5.0 The bidder should either submit valid EPF Code No. (along with supporting documentary evidence thereof attested by notary public) or submit an undertaking to produce the same, if applicable, subsequent to award of contract within 30 days of issue of LOI/NOA and before the signing of the contract, failing which bidder's EMD/ SD will be forfeited and contract will be cancelled.
- 6.0 The bidder must have an office at Delhi along with fixed landline telephone No., tele-fax, e-mail or submit an undertaking (as per **Appendix-13 to Annexure-I** of the tender document) that he/they will establish an office with the above facilities at Delhi within 30 days from the date of LOI/NOA. The bidder shall submit copy of recent telephone bill duly attested by Notary Public for proof of office and telephone connection.
- 7.0 The bidder shall clearly certify /declare that he was never blacklisted by any of the Central /State Government/ Public Sector Undertaking. For this purpose an undertaking is to be given by the bidder (as per **Appendix 13 at Annexure-I** of the tender document).
- 8.0 The bidder shall be required to produce all the documents in original, if asked by ONGC VIDESH LIMITED, prior to placement of NOA. These are to be submitted within the time allowed by ONGC VIDESH LIMITED. Any failure and/or delay to produce the original documents as asked by ONGC VIDESH LIMITED will make the bid liable for rejection with or without forfeiture of EMD. The bidder has to submit an undertaking confirming that he/ they shall produce all the original documents whenever required by ONGC VIDESH LIMITED (as per **Appendix-13 to Annexure-I** of the tender document) along with the techno-commercial bid.
- 9.0 The bidder should be registered with service tax department as cab operator and the attested copy of the same is to be attached along with the techno-commercial bid. In case bidder is not registered as cab operator at the time of submitting the tender, then the bidder must furnish an undertaking(as per **Appendix-13 to Annexure-I** of the tender document) along with the techno commercial bid that he will get registered as Cab Operator within 30 days from the date of LOI/NOA. Bids without copy of the above registration certificate or without undertaking as stated above shall not be considered.
- 10.0 The bidder should submit an undertaking as per (**Appendix-13 to Annexure-I** of the tender document) along with the techno-commercial bid on a non-judicial stamp paper of Rs 20/- undertaking for authenticity of documents/ information provided.

B.2 COMMERCIAL REJECTION CRITERIA

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

- 1.0 Proof of sale of sale/issue of bid document

- The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with offer (techno commercial bid)
- 2.0 Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. Offers with techno commercial bid containing prices shall be rejected outright.
- 2.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- 3.0 Acceptance of terms & conditions :
- The bidder must confirm unconditional acceptance of General Conditions of Contract at Annexure II, Special Conditions of Contract at Annexure III and Instruction to Bidders at Annexure I.
- 4.0 Matrix for commercial and technical are enclosed in the tender document at Appendix-8 to Annexure-I to be replied in yes/no, agreed/ not agreed and to be filled in with the reference page no. of the un-priced bid by the bidders. **Bidder should submit Bid matrix duly filled in along with the techno-commercial bid, failing which their offer will be rejected.**
- 5.0 **EMD:**
- The bidders are required to submit requisite EMD for ₹5, 28,000/- as per the tender conditions.
- 6.0 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 techno-commercial bid.
 - (d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.(However impact of variation of fuel price would be governed by the relevant escalation/de-escalation provision given in the ONGC VIDESH LIMITED bid document)
 - (e) Offers which do not conform to ONGC VIDESH LIMITED's price bid format.
 - (f) Offers which do not conform to the mobilization period indicated in the bid.
 - (g) Offers which do not conform to the contract period indicated in the bid, *i.e.* This CONTRACT shall remain valid for a period of three years from date of commencement of service.
 - (h) Offers made without Integrity Pact along with the offer

- 7.0 The bidder shall clearly indicate their legal constitution e.g. Proprietor ship/ partnership company/ Cooperative Society/ Trust etc. and submit the copy of certificate of incorporation/ registration in case of companies, duly registered partnership deed in case of partnership firm, registered deed in case of trusts and certificate from registrar of co-operative society in case of co-operative society.
- 8.0 No Advance Payment shall be made to contractor. Bidder asking for advance payment will not be considered.
- 9.0 The bidders are required to quote the all-inclusive prices strictly as per the price format after considering all the aspects. ONGC VIDESH LIMITED shall pay only the all-inclusive prices quoted in the price format and shall not assume any liabilities on account of any matter. (However impact of variation in fuel price would be governed by escalation/ de-escalation provision given in ONGC VIDESH LIMITED bid document)The bids from the bidders not quoted strictly as per this requirement shall be rejected.
- 10.0 The bidders will not indicate separate discount. Discount if any should be merged in the quoted rates. Discount of any type indicated separately will not be taken into account for evaluation purpose.
- In case, however, the bidder is evaluated as lowest bidder without considering discount referred here in, ONGC VIDESH LIMITED will award the contract considering the quoted discount and will avail the discount while actually paying for the rendered services.

C. PRICE EVALUATION CRITERIA:

1. Price Evaluation Model

The following evaluation methodology shall be applied for arriving at the evaluated price of the bidder for ranking purposes.

Evaluation will be made on composite basis as per the evaluation formula given below and contract will be awarded on bidder whose evaluated price is lowest

SI no	Description	Small segment (S)	Mid segment (M)
A	Fixed daily standby charges for 12 hrs duty		
B	Overtime charges per hour beyond 12 hrs duty in a day		
C	Running KM charges(per KM): i. Petrol: ii. Diesel: iii. CNG:		
D	Night Halt Charges (per night)		
E	Evaluated Monthly Cost per vehicle (to be calculated as per formula given below)	ES	EM

$$E = (25 \times A) + (3 \times 25 \times B) + (5000 \times C) + (2 \times D)$$

Formula for determination of L1:E(composite) = 0.70 x ES + 0.30 x EM

NOTE:

- i. To determine L-1 bidder for consideration to award of Contract shall be based on CNG quoted rates per km only.

- 2 The Indicated weightage/multiplication factor in the evaluation model/formula is meant purely for the purpose of evaluation and ONGC VIDESH LIMITED shall not be bound in any way to assign the work as per the weightages/multiplication factors indicated. Payment would make on actual usage basis.

3. **Price preference to SSI registered with NSIC:**
ONGC VIDESH LIMITED reserves the right to allow to the SSI registered with NSIC, Price Preference facilities as admissible under the existing policy of the Government of India to the extent of 15% over the quotation of Large Scale unit.

- D. GENERAL:**
- 1.0 The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
- 2.0 The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC VIDESH LIMITED and that the contractor may suffer summary termination of contract / disqualification in case of violation.
- 3.0 Incomplete, incorrect, conditional or vague bids will not be entertained and shall be liable for rejection.
- 4.0 Unsolicited clarification to the offer and /or change in price during its validity period would render the bid liable for outright rejection.
- 5.0 On-site inspection will be carried out by ONGC VIDESH LIMITED's officers / representative /Third Parties at the discretion of the ONGC VIDESH LIMITED.

INTEGRITY PACT

Between

ONGC Videsh Ltd (ONGC -VL) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder/ contractor

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

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

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

for the Bidder / Contractor

Place -----

Witness 1: -----.

Date -----

Witness 2: -----